GENERAL TERMS AND CONDITIONS OF SALE OF DSM NUTRITIONAL PRODUCTS LLC

APPROVED
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1. GENERAL

1.1 These General Terms and Conditions of Sale ("Conditions") shall govern all sales of all goods and/or services (hereinafter jointly referred to as "Goods") by DSM Nutritional Products LLC, 29/2 Uzy Dzhalilova, Naberezhnaya Chebry, 423800, Republic of Tatarstan, Russia ("DSM"), to customer ("Customer") and apply to all transactions between DSM and Customer.

1.2 By contracting on the basis of the Conditions, Customer agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated.

1.3 DSM explicitly rejects the applicability of any general terms and conditions of Customer. Furthermore, the Conditions supersede any and all terms and conditions of prior oral and written quotations, contract drafts, agreements and understandings of the parties in respect of the sale and delivery of the Goods and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Failure by DSM to object to the terms and conditions set by Customer shall in no event be construed as an acceptance of any of the terms and conditions of Customer. Neither DSM's commencement of performance nor DSM's delivery shall be deemed acceptance of any of Customer's terms and conditions, if the Conditions differ from any of the terms and conditions set by Customer. The Conditions and any subsequent communication or conduct by or on behalf of DSM, including, without limitation, confirmation of an order or acceptance of a delivery, constitute a counter-offer and not acceptance of such terms and conditions submitted by Customer. Any communication or conduct of DSM which confirms an agreement for the delivery of Goods by DSM, as well as acceptance by Customer of any delivery of Goods from DSM shall be deemed to be an acceptance of the Conditions.

1.4 The current version of the Conditions is available at www.dsmnutritionalproducts.com. DSM reserves the right to amend the Conditions at any time. DSM will notify Customer of any such amendments by sending the amended Conditions to Customer (by post, email or fax), posting them on the aforementioned Internet sites or otherwise. The amended Conditions will take effect on the date of notification of these amendments. The amended Conditions shall apply to all transactions between DSM and Customer on and after the date of such notification.

2. QUOTATIONS, ORDERS AND CONFIRMATION

2.1 Unless stated otherwise by DSM, quotations made by DSM in whatever form are not binding to DSM and merely constitute an invitation to Customer to place an order. All quotations issued by DSM are irrevocable and subject to change without notice. Orders are not binding until accepted by DSM in writing ("Confirmed Order"). DSM shall be entitled to refuse an order without indicating the reasons.

2.2 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.

2.3 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

3. PRICES

3.1 The prices and currencies of DSM's Products are as set out in the Confirmed Order. Unless otherwise agreed, DSM's prices include standard packaging but do not include taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof. In the event that DSM levies or charges in delivery of Goods with the sale of Products to Customer shall be for Customer's account, DSM shall be entitled to add to each invoice or separately levied charges for any such tax, levies, duties, levies or charges. If DSM grants a discount, this discount only relates to the delivery specifically mentioned in the Confirmed Order.

3.2 Unless the prices have been indicated as firm by DSM in the Confirmed Order, DSM is entitled to increase the price of the Products to be delivered if any of the conditions which price determining factors have subject to an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by DSM from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. DSM shall notify Customer of such increase which shall not exceed the increase in the determining cost factors.

4. PAYMENT AND CUSTOMER'S CREDIT

4.1 Payment shall be made on the basis of net cash, to be received by DSM within 30 (thirty) days following the date of invoice without any deduction on account of any Taxes and free of set-off or other counterclaims except for set-offs with unattended and unconfirmed counterclaims.

4.2 With regard to payment for the Products, time is of the essence. DSM may, without prejudice to any other rights of DSM, charge interest on any overdue payment at 12% (twelve percent) per annum from the due date computed on a daily basis until all outstanding amounts are paid in full. The interest shall be payable upon written notification by DSM. All costs and expenses incurred by DSM with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of DSM) shall be for Customer's account.

4.3 Every payment by Customer shall in the first place serve to pay the judicial and extra-judicial costs and the accrued interest and shall afterwards be deducted from the oldest outstanding claim regardless of any advice to the contrary from Customer.

4.4 Any complaint with respect to the invoice must be notified to DSM within 14 (fourteen) days after the date of invoice. Thereafter, Customer shall be deemed to have approved the invoice.

5. DELIVERY AND ACCEPTANCE

5.1 Unless stated otherwise in the Confirmed Order, all deliveries of Products shall be CIP (Carriage and Insurance Paid To) place of destination. The term CIP shall have the meaning as defined in the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France, at the time of the Confirmed Order.

5.2 Unless stated otherwise in the Confirmed Order, any times or dates for delivery by DSM are estimates and shall not be guaranteed by DSM. DSM shall be entitled to delay in delivery of the Products as stated in the Confirmed Order in parts to the extent of force majeure. Delay of all parts shall not be viewed as a breach of the obligations of DSM, even if it leads to a change of the general delivery terms agreed in the Confirmed Order. DSM is not responsible for full or partial non-delivery of Products shall not relieve Customer of its obligation to accept delivery thereof, unless Customer cannot reasonably be expected to accept such late delivery. Customer shall be obliged to accept the Products and pay the rate specified in the Confirmed Order for the quantity of Products delivered by DSM.

6. CANCELLATION

6.1 Customer's wrongful non-acceptance or rejection of Products or cancellation of the Confirmed Order shall entitle DSM to recover from Customer, in addition to any other damages caused by such action:

(i) in the case of Products which cannot reasonably be resold by DSM to a third party, the price of such Products as quoted in the Confirmed Order; or
(ii) in the case of Products which can be resold by DSM, damages equal to 50% (fifty percent) of the price for the Products as quoted in the Confirmed Order.

6.2 Customer shall submit limited remedy to Customer unless Customer otherwise agrees, shall not be limited to repair or replacement of the Products or for credit of the Products.

6.3 DSM's obligation to repair, replace, or credit shall be determinable without prejudice to any other remedies or rights. Customer shall have the right to credit any non-creditable provision of the Products, and if applicable, the return of the Products, in accordance with Article 7.

7. EXAMINATION AND CONFORMITY TO SPECIFICATIONS

7.1 The Customer undertakes to check the quantity and condition of the Goods, to inspect the quality of the Goods, as well as conformity of the Goods with the agreed specifications for the Goods as stated in the Confirmed Order (or in the absence of agreed specifications, the most recent specifications used by DSM at the time of delivery of the Goods - the "Specifications") within 3 (three) calendar days from the date of the Product's acceptance. If the Customer finds the Goods defective in any respect, the Customer shall give notice to DSM. DSM shall remedy any defect within 3 (three) calendar days from the date of notice. If the defect cannot be remedied within 3 (three) calendar days, the Customer shall have the right to reject the Goods by giving notice to DSM. Customer's claims shall be subject to the provisions of para. 7.2 of the Conditions, be entitled to make a claim to DSM. DSM shall make claims with regard to the hidden defects if the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to the hidden defects. Provided, that the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to the hidden defects is waived if the Customer failed to make claims with regard to guarantees or the documentation. Claims about the Products shall be made in writing and must reach DSM not later than 7 (seven) days from:

- the acceptance date in respect of quality defects - the date on which any other claim (e.g. hidden defects) was or ought to have been apparent, but in no event later than (i) 30 (thirty) days from the date of delivery of the Products or (ii) 30 (thirty) days from the date of the Products' shelf-life whichever is the earlier. Any use of the Products shall be deemed acceptance of the Products as of the usage commencement date and a waiver of all claims in respect of the Products.

7.2 A determination of whether or not delivered Products conform to the Specifications shall be done solely by DSM analysing the samples or records retained by DSM and taken from the batches or production runs in which the Products were produced in accordance with relevant methods of analysis used by DSM. In case of a disagreement between the parties concerning the quality of a batch or production run of Products supplied by DSM to Customer, DSM will submit representative samples of said batch or run to an independent laboratory recognized by Customer. DSM shall determine whether or not the batch or run in question has met the Specifications. The results of such analysis shall be binding upon the parties and the party unable to uphold its position shall bear the related costs of the laboratory.

8. TRANSFER OF RISK AND PROPERTY

8.1 Risk of loss shall pass to Customer according to the applicable INCOTERMS (see Article 5.1).

8.2 The title to the Products shall not pass to Customer and the Products shall remain the property of DSM until Customer shall remain with DSM unless and until DSM has received payment in full for the Products, including costs such as interest, charges, expenses, etc. However, Customer agree that Customer shall have the right to use the Products before the title to the Products has passed to the Customer.

9. LIMITED WARRANTY

9.1 DSM solely warrants that on the date of delivery the Products shall conform to the Specifications. If and to the extent that a Product is bought with such a warranty as determined in accordance with Article 7, DSM may at its own option and within a reasonable time either repair or replace the Products or charge Customer for a credit for any such Products in the amount of the original invoice price. Accordingly, DSM's obligation shall be limited solely to repair or replacement of the Products or for credit of the Products.

9.2 DSM's obligation to repair, replace, or credit shall be determinable without prejudice to any other remedies or rights, other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability
or fitness for any purpose, or absence of infringement of any claim under any Intellectual Property right covering the Products.

10. LIMITED LIABILITY
10.1 DSM’s liability for any and all claims arising out of or in connection with the Products and the Use thereof shall be limited to direct damages to Customer and shall under no circumstances exceed the sales value of the current batch of the relevant Product supplied to Customer.

10.2 DSM shall under no circumstances be liable to Customer, or any person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, downtime, lost goodwill, lost sales or lost sales delay, work stoppage, production failure, impairment of other goods or based on any other cause, and including without limitation, items of warranty, breach of contract, misrepresentation, negligence or otherwise.

11. FORCE MAJEURE
11.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws and regulations and other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, breakdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergent repair, maintenance, breakdown or shortage of utilities, delay in the supply of any Product or other goods supplied by suppliers or subcontractors (“Force Majeure”).

11.2 Upon the occurrence of any event of Force Majeure, the obligations shall be temporarily suspended to the other party by written notice thereof specifying the cause of the event and how it will affect its performance of such obligations under the Concluded Order. In the event of any delay, the obligation to deliver shall be suspended to the date of the last of the reasons of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than 60 (sixty) days after the agreed delivery date, either Party is entitled to cancel the affected part of the Concluded Order without any liability to the other Party.

12. MODIFICATIONS AND INFORMATION: INDEMNITY
12.1 Unless the Specifications have been agreed to be firm for a certain period of time or quantity of Products, DSM shall have the right to change or modify Specifications and/or manufacture of Products and to substitute materials used in the production and/or manufacture of Products from time to time without notice. Customer acknowledges that data in DSM’s catalogues, product data sheets and other descriptive publications distributed on its websites may accordingly be varied from time to time without notice.

12.2 Customer must utilise solely rely on its own expertise, know-how and judgment in relation to the Products and Customer’s Use thereof. Consultation provided by DSM shall not give rise to any additional obligations. Customer shall indemnify and hold DSM harmless from and against any and all damages, costs, expenses, claims, demands and liabilities (including without limitation product liabilities) arising out of or in connection with the Products and Customer’s Use thereof.

13. COMPLIANCE WITH LAWS AND STANDARDS
13.1 Customer acknowledges that the Use of the Products may be subject to requirements or limitations under applicable anti-kickback, anti-bribery, anti-corruption and anti-money laundering, tax, code or standard, including, but not limited to, all applicable regulations relating to (i) anti-bribery and anti-corruption (including (ii) internal controls (iii) internal entity, or (iv) intellectual property infringement of applicable Laws and Standards.

13.2 Customer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended Use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

14. INDEPENDENT CONTRACTORS
DSM and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal and agent.

15. NON-ASSIGNMENT AND CHANGE OF CONTROL
15.1 Neither party may assign any of the rights or obligations under the Concluded Order without the prior written consent of the other party except that either party may assign such rights and obligations to any of its affiliates or to a third party acquiring all or a substantial part of its assets or business relating to the Products.

15.2 DSM shall have the right to terminate the Concluded Order with immediate effect if at any time during the term of the Concluded Order a person or group of persons, who are unrelated to the persons controlling Customer as of the date of the Concluded Order, acquires control, through ownership of voting securities or otherwise, over Customer. Customer must notify DSM of such acquisition within 10 (ten) days thereof. DSM may exercise its right to terminate the Concluded Order by giving Customer written notice of such exercise within 10 (ten) days after the date of receipt of such notice.

16. SUSPENSION AND TERMINATION
16.1 If Customer is in default of performance of its obligations towards DSM and fails to provide to DSM adequate assurance of Customer’s performance before the date of scheduled delivery; or if Customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation or administration (other than for the purpose of reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Customer or if Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors; or in case of non-compliance of Customer with Laws and Standards, DSM may by notice in writing forthwith, without prejudice to any of its other rights: (i) demand return and take repossessions of any delivered Products which have not been paid for and all costs relating to the recovery of the Products shall be for the account of Customer; and/or (ii) suspend its performance or terminate the Concluded Order for pending delivery of Products unless Customer makes such payment; for Products on a cash in advance basis or provides adequate assurance of such payment for Products to DSM.

16.2 In any such event of Article 16.1 all outstanding claims of DSM shall immediately become due and payable upon written notification by DSM with respect to the Products delivered to Customer and not repossessed by DSM.

17. WAIVER
17.1 Pursue by DSM to enforce at any time any provision of the Concluded Order shall not be construed as a waiver of DSM’s right to act or to enforce any such term or condition and DSM’s rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by DSM of any breach of Customer’s obligations shall constitute a waiver of any other prior or subsequent breach.

18. SEVERABILITY AND CONVERSION
In the event that any provision of the Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity and enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to meet the legal and economic intent of the original provisions to the maximum extent permitted by law.

19. LIMITATION OF ACTION
Unless otherwise stated hereunder, no action by Customer shall be brought unless Customer first provides written notice to DSM, which DSM shall be provided to DSM within 30 (thirty) days after the event complained of first becomes known to Customer.

20. GOVERNING LAW AND VENUE
20.1 The parties’ rights and obligations arising out of or in connection with or relating to the Conditions shall be governed, construed, interpreted and enforced according to the laws of the Russian Federation, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

20.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be instituted exclusively before the arbitration court of the Tatarstan Republic, without restricting any rights of appeal and without prejudice to DSM’s right to submit the matter to any other competent court.

21. SURVIVAL OF RIGHTS
The parties’ rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the parties’ rights and obligations, for whatever reason, shall not affect those provisions of the Conditions which are intended to remain in effect after such termination.

22. HEADINGS
The headings contained in the Conditions are included for more convenience of reference and shall not affect the latter’s construction or interpretation.

23. INTELLECTUAL PROPERTY
All intellectual property rights arising out of or in connection with the Products shall be the exclusive property of DSM.

23.2 DSM has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/or delivery of the Products and DSM shall not be held liable for any loss or damage in that respect.

23.3 The sale of Products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products, and Customer explicitly assumes all risks of any intellectual property infringement by reason of the Use of the Products, whether singly or in combination with other materials or in any processing operation.

24. LANGUAGE
The original version of the Conditions is made in the English language. In the event of any inconsistency or contradiction between the English version and any translation thereof, the English version shall prevail.