1. GENERAL
1.1 These General Terms and Conditions of Sale ("Conditions") govern the offering, sale and delivery of the Products referred to or jointly referred to as the "Products") from or on behalf of DSM Nutritional Products Argentina S.A. ("DSM") to the Customer ("Customer") and apply to all orders placed by the Customer. DSM shall be entitled to amend the Conditions at any time. The amended Conditions shall apply to all transactions between DSM and the Customer.
1.2 By accepting or instructing on the basis of the Conditions, Customer agrees to the applicability thereof in respect of all future dealings, even if this is not expressly indicated by Customer and DSM.
1.3 DSM explicitly rejects the applicability of any terms of engagement, terms of purchase or other commercial terms of Customer. Furthermore, the Conditions supersede any and all terms of prior oral and written quotations, comments, agreements and instructions of the parties in the respect of the sale and delivery of the Products and the Conditions shall supersede any and all terms and conditions of any order placed by Customer and any other terms or conditions of 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 consent to any action or the delivery of any of the Conditions of Sale of DSM Nutritional Products Argentina S.A.

2. QUOTATIONS, ORDERS AND CONFIRMATION
2.1 Unless stated otherwise by DSM, quotations made by DSM are not binding on DSM and DSM will notify Customer of any such amendments by sending the amended Conditions to Customer, posting them on the aforementioned Internet site or otherwise. The amended Conditions will take effect on the date of acceptance of these amendments. The amended Conditions shall apply only to orders placed by Customer and DSM after the date of such notification.
2.2 Any electronic communication between DSM and Customer shall be effective as originals and shall be considered to be a “writing” between the parties. The electronic communication system used by DSM shall serve as proof of the content and the time of delivery and receipt of such electronic communications.

3. PRICES
3.1 Prices and currencies of DSM's Products are as set out in the Confirmed Order. Unless otherwise agreed, all sales or purchases of Products shall be subject to the Conditions and shall be subject to any notice by DSM without recourse. DSM is not bound to accept any order unless and until it has accepted the Conditions, in writing, or is otherwise acknowledged by DSM. DSM shall be entitled to refuse an order without indicating the reasons for refusal.
3.2 Price quotations based on estimated or projected quantities are subject to increase in the event that the quantities purchased during the specified period are less than the estimated or projected quantities.
3.3 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

4. PAYMENT AND CUSTOMER'S CREDIT
4.1 Unless stated otherwise in the Confirmed Order, payment shall be made on the basis of net cash, to be received by DSM within 30 (thirty) days after the date of delivery of the Product, unless agreed otherwise by DSM. Failure to make any payment on account of any Product or any other Product shall have no consequences for other deliveries.
4.2 In case of any overdue payment, DSM shall be entitled to refuse any further delivery of the Product, or any other Product, without recourse. In the case of such an occurrence, DSM shall be entitled to notify the Client of the overdue payment. In the event of such a charge, DSM shall be entitled to charge interest on any overdue payment on a daily basis at the rate of 12% (twelve percent) per annum from the due date and, if the currency of the transaction is not the currency of DSM, to be computed on a daily basis until all outstanding payments are paid in full. 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 litigation) shall be for Customer’s account.

5. DELIVERY AND ACCEPTANCE
5.1 Unless stated otherwise in the Confirmed Order, all deliveries of Products shall be CIF (Cost, Insurance and Freight) or CFR (Cost and Freight) and shall be delivered to the freight paying party or to the destination. The term CIF 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 delivery of the Products.
5.2 Unless stated otherwise in the Confirmed Order, delivery times or dates for delivery of the Products are estimates and shall not be of the essence. DSM is entitled to deliver the Products as stated in the Confirmed Order in parts and separately. Delay in delivery of any Products shall not relieve Customer of its obligations with respect to delivery thereof, unless Customer cannot reasonably be expected to accept such late delivery. Customer shall be obliged to accept the Products and pay the price specified in the Confirmed Order for the quantity of Products delivered by DSM.

6. CANCELLATION
Customer’s wrongfull 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 reasonably cannot be resolved by DSM, the price of such Products as quoted in the Confirmed Order;
(ii) In the case of Products which can be resolved by DSM, damages equal to fifty (50) percent of the invoice price for the Products as quoted in the Confirmed Order or, in the absence of agreed specifications, to the most recent specifications as defined in Article 4 of the Confirmed Order (the "Specifications").

7. SUBJECT-TO CHARGES, AND SHIPPING AND TRANSPORTATION
7.1 On delivery and during the handling, use, cleaning, conditioning, storage, processing, transportation, storage, importation and resale of the Products ("the Use"), Customer shall examine the Products in good faith and for itself that the Products delivered meet the agreed specifications for the Products as set out in the Confirmed Order or, in the absence of agreed specifications, to the most recent specifications as described in Article 4 of the Confirmed Order (the "Specifications").
7.2 Specifications about the Use of Products shall be made in writing and must reach DSM not later than 7 (seven) days from the date of delivery in respect of any defect, delay or shortage without any apparent from a reasonable inspection on delivery and not later than 7 (seven) days from the date on which any other claim (e.g. hidden defects) was or ought to have been made apparent, but in no event later than 7 (seven) (six) months from the date of delivery of the Products or (ii) the expiry of the Products' shelf-life where over this is the case. Use of the Products shall be deemed to be an unconditional acceptance of the Products as of the date of delivery and a waiver of all claims in respect of the Products.
7.3 A determination of whether or not delivered Products conform to the Specifications is done solely by DSM analysing the samples or the finished products retained after delivery or production runs in which the Products were produced in accordance with the methods of analysis described in Article 5.2. DSM reserves the right to assess the damages caused by the parties in the case of any defect, delay or shortage without any claim in the absence of limitation, acts of God, laws, acts and regulations, accident, epidemic, strike, lockout, slowdown, sabotage, accident, epidemic, strike, lockout, slowdown, labour difficulties, in obtaining products of DSM, or any other cause, and the party unable to uphold its position shall bear the related costs of the laboratory.

8. TRANSFER OF RISK AND PROPERTY
8.1 The title to the Products shall not pass to Customer and DSM shall retain title to the Products until DSM has received payment, in full, for the Products. DSM shall be entitled to retain possession of the Products, for which it may invoke a retainer of title.

9. LIMITED WARRANTY
9.1 The Products are warranted for 12 (twelve) months from the date of delivery and a waiver of all claims in respect of the Products. If and to the extent Products are non-conforming in respect of the Specifications, Customer is entitled to reject the Products and to be reimbursed for the purchase price of the Products.
9.2 DSM’s obligation to repair, replace, or credit (if applicable) the Products is limited to the extent that the defect is caused by: (i) the nature of the Products; (ii) the nature of the processing to which the Products were subjected; (iii) the nature of the storage conditions of the Products; (iv) the nature of the transportation; (v) the nature of the handling; (vi) the nature of the use of the Products; (vii) the nature of the personnel and equipment used in the Use; (viii) the nature of the machinery used in the Use; or (ix) the nature of the parts and materials used in the Use.

10. LIABILITY
10.1 DSM shall not be liable for any and all claims arising out of or in connection with the Products and the Use thereof, unless caused by the negligence of DSM, DSM’s employees, and DSM's agents. DSM’s liability shall be limited solely to repair, replacement or credit of the Products or for credit of the Products. DSM's obligation to repair, replace, or credit (if applicable) the Products is limited to the extent that the defect is caused by: (i) the nature of the Products; (ii) the nature of the processing to which the Products were subjected; (iii) the nature of the storage conditions of the Products; (iv) the nature of the transportation; (v) the nature of the handling; (vi) the nature of the use of the Products; (vii) the nature of the personnel and equipment used in the Use; (viii) the nature of the machinery used in the Use; or (ix) the nature of the parts and materials used in the Use.

11. FORCE MAJEURE
11.1 DSM shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with inter alia, interference or failure in performing any obligation towards the other party caused by any of the following, including, without limitation, acts of God, laws, acts and regulations, accident, epidemic, strike, lockout, slowdown, sabotage, accident, epidemic, strike, lockout, slowdown, labour difficulties, in obtaining products of DSM, or any other cause, and the party unable to uphold its position shall bear the related costs of the laboratory.
delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

11.2 Upon the occurrence of any event of Force Majeure, the party suffering therein shall promptly inform the other party by written notice thereof, specifying the cause of the event and how it will affect its performance of its obligations under the Confirmed Order. In the event of any delay, the delivery shall be suspended for a period equal to the time loss by reason of Force Majeure. 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 Confirmed Order without any liability to the other Party.

12. MODIFICATIONS AND INFORMATION; INDEMNITY

12.1 Unless it is specifically stated that the Specifications have been agreed to be firm for a certain period of time or quantity of Products, DSM reserves the right to change or modify the 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 or published on its websites may accordingly be varied from time to time without notice.

12.2 Customer must utilise and solely rely on its own independent judgement and knowledge to determine the use and suitability of the Products, and Customer shall be exclusively responsible for any use of the Products, for its performance and/or non-performance of its obligations thereunder, for any infringement of any patent, trademark or other intellectual property right relating to the Products and/or manufacture of Products by the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

13. COMPLIANCE WITH LAWS AND STANDARDS

13.1 DSM acknowledges that the Use of the Products may be subject to requirements or limitations under any law, statute, ordinance, rule, code or standard, including, but not limited to, all applicable regulations relating to (i) anti-bribery, corruption and (ii) international trade, such as, but not limited to, embargos, import and export control and sanctioned party lists ("Laws and Standards").

13.2 Customer expressly warrants that employees, agents and subcontractors of the Customer shall not directly or indirectly (i) accept, promise, offer or provide any Improper advantage to or (ii) enter into an agreement (a) with any entity or person - including officials of a government or a government-owned entity , or (b) relating to a product, which would constitute an offence or infringement of applicable Laws and Standards. Customer acknowledges that the Use of the Products may be subject to requirements or limitations under any law, statute or regulation. If Customer is alleged to exist against DSM within 30 (thirty) days after the event or information of a third party known to Customer and an action is commenced by Customer within 12 (twelve) months after such notice.

14. INDEPENDENT CONTRACTORS

14.1 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 Confirmed Order without the prior written consent of the other party, except that either party may assign such rights and obligations to its affiliates or to a third party acquiring all or a substantial part of its assets or business relating to the Products.

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

16. SUSPENSION AND TERMINATION

16.1 If Customer is in default in performance of its obligations towards DSM and fails to provide DSM with adequate assurance of performance 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 (other than for the purpose of a reorganisation, 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, then DSM may by notice in writing forthwith, without prejudice to any of its other rights:

(i) demand return and take repossession 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 Confirmed 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.

17. WAIVER

17.1 Failure by DSM to enforce at any time any provision of the Conditions 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

18.1 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

19.1 Unless otherwise stated hereunder, no action by Customer shall be brought unless Customer first provides written notice to DSM of any claim alleged to exist against DSM within 30 (thirty) days after the event or information of a third party known to Customer and an action is commenced by Customer within 12 (twelve) months after such notice.

20. GOVERNING LAW AND VENUE

20.1 The parties’ rights and obligations arising out of or in connection with the Confirmed Order and/or the Conditions shall be governed, construed, interpreted and enforced according to the laws of Argentina or, in the event of International Trading the laws of Switzerland. 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 either Party shall be instituted exclusively before the competent courts of the City of Buenos Aires, 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

21.1 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

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

23. INTELLECTUAL PROPERTY

23.1 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 licence 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 conjunction with other materials or in any processing operation.