GENERAL TERMS AND CONDITIONS OF SALE OF DSM NUTRITIONAL PRODUCTS MEXICO, S.A. DE C.V.

1. GENERAL
1.1 These General Terms and Conditions of Sale (“Conditions”) govern the offering, sale and delivery of DSM’s Products. Reference herein to DSM shall be referred to as the “Product(s)” from or on behalf of DSM NUTRITIONAL PRODUCTS MEXICO, S.A. DE C.V., Km 25.5 Carretera Guadalajara - El Salto, C.P. 45680, El Salto Jalisco, Mexico, and its affiliates (“DSM”). To customer (“Customer”) and apply to all transactions between DSM and Customer.

1.2 In addition to 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 Customer expressly rejects the applicability of any general terms and conditions of Customer. Furthermore, the Conditions supersede any and all terms and descriptions in any communications, communications and agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all other conditions or warranties in any order placed by Customer and any other terms and conditions submitted by Customer. Failure by DSM to object to any such additional terms 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 construed as acceptance of any of Customer’s terms and conditions. If the Conditions differ from any of the terms and conditions of Customer stated in any order or delivery of products, or between any communication or conduct or by or on behalf of DSM, including, without limitation, confirmation of an order and delivery of Products, constitute a counter-offer and an acceptance of terms and conditions submitted by Customer. Any communication or conduct of Customer which contain an agreement for the delivery of Products by DSM, as well as acceptance as Customer of any delivery of Products from DSM shall constitute an unqualified acceptance by Customer of the Conditions.

1.4 The current version of the Conditions is available at http://WWW.DSM.COM/EN/US/ termsandconditions.mexico .htm. 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, 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 concluded between Customer and DSM after the date of such notification.

1.5 Any electronic communication between DSM and Customer shall be effective as original and shall be considered to be a “writing” between the parties. The electronic communication system used by DSM to object to any such additional terms set by Customer shall not pass to Customer and shall remain with DSM unless and until customer shall have been notified by DSM of the receipt of the invoice. Customer shall be deemed to have approved the invoice.

2. QUOTATIONS, ORDERS AND CONFIRMATION
2.1 Unless stated otherwise by DSM, quotations made by DSM, whether 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 revocable and subject to change without notice. Orders are not binding unless accepted by DSM in writing (“the Confirmed Order”). DSM shall be entitled to refuse an order without indicating the reasons.

2.2 Unless stated otherwise by DSM, anticipated 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 Prices and currencies of DSM’s Products are as set out in the Confirmed Order(s) and otherwise agreed upon. DSM’s prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, value added or other charges in any jurisdiction in relation to the delivery thereof (“Taxes”). The amount of any Taxes levied in connection with the sale of Products to Customer shall be Customer’s account and shall either be added to each invoice or separately invoiced by DSM to Customer. If DSM grants a discount, this discount only relates to the delivery specifically mentioned in the Confirmed Order.

3.2 Unless stated otherwise by DSM, all payments shall be in the currency as firm by DSM in the Confirmed Order. DSM is entitled to increase the price of the Products still to be delivered if the cost price determining factors have been 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, and any taxes, duties and government 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 Unless stated otherwise in the Confirmed Order, payment of all amounts due by Customer shall be for Customer’s account and shall be levied in connection with the sale of Products and shall be subject to increase in the event that the anticipated or projected quantities are less than the estimated or projected quantities, which shall in no event be construed as an acceptance of any of Customer’s terms and conditions.

4.2 Each delivery shall stand as a separate delivery of the Products, time is of the essence. DSM may, without prejudice to any other rights of DSM, charge interest on any overdue amount at 12% (twelve percent) per annum from the due date until the date of payment. All outstanding amounts are paid in full. All costs and expenses incurred by DSM with respect to the collection of any debts shall be borne by Customer, without limitation, reasonable attorney’s fees, expert fees, court costs and other expenses of litigation) shall be for Customer’s account.

4.3 Every receipt by Customer shall in the first place serve to 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 regard to the invoice must be notified to DSM in writing within 16 (sixteen) days following 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 defined in the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France, at the time of the Confirmed Order (see www.jccwbo.org/incoterms).

5.2 Unless stated otherwise in the Confirmed Order, any time or delivery dates by DSM are estimates and shall not be of the essence. DSM is entitled to deliver the Products as stated in the Confirmed Order in part or to charge Customer with delivery of those parts of the Products not in conforming quantities. DSM may at its own option deliver in one or more instalments, and the Customer shall pay in proportion to the delivery of each instalment. Customer shall be entitled to remove from the Products delivered by DSM.

6. CANCELLATION
6.1 Customer’s wrongful non-acceptance or rejection of non-conformities or failure to meet the agreed specifications set forth in the Confirmed Order shall entitle DSM to recover from Customer, in addition to any other damages caused by such action: (i) the reasonable costs reasonably caused or saved 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 as liquidated damages, unless Customer can demonstrate that the actual damages incurred by DSM are lower than 50% of the price or were not suffered at all.

7. EXAMINATION AND CONFORMITY TO SPECIFICATIONS
7.1 On delivery and during the handling, use, commissioning, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products (the “Use”), Customer shall examine the Products and satisfy itself that the Products delivered meet the agreed specifications for the Products as stated in the Confirmed Order or, in the absence of agreed specifications, to the most recent specifications used by DSM at the time of delivery of the Products (the “Specs”).

7.2 Complaints about the 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. Any or all of the above or in full compliance therewith. Any Sale 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 thereof.

7.3 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 circumstances be liable for production runs in which the Products were produced in accordance with the methods of analysis used by DSM. In case of a discard 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. Customer shall have determined 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 The risk of the Products shall pass to Customer according to the applicable Incoterm (see Article 4).

8.2 The title to the Products shall not pass to Customer and full legal and beneficial ownership of the Products shall remain with DSM unless and until DSM has received payment in full for the Products, including costs such as interest, charges, expenses etc.

8.3 In the event of termination on the basis of Article 16, DSM shall, without prejudice to any other rights of DSM, be entitled to require immediate return of the Products, or to repossess the Products, for which it may invoke a retention of title.

9. LIMITED WARRANTY
9.1 DSM undertakes that on the date of delivery the Products shall conform to the Specifications. If and to the extent Products are in breach with such 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 at no charge to Customer, or issue a credit for any such Products at the amount of the original purchase 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 contingent upon receipt by DSM of timely notice of any alleged non-conformance of Products and, if applicable, on return of the Products, in accordance with Article 7.

The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or guarantees whether express, implied, contractual or otherwise, including, without limitation, any warranty of merchantability, suitability for any purpose, or absence of infringement of any patent or intellectual property right covering the Products.

10. 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 per occurrence be limited to direct damages, unless it can be proven that DSM is at fault, or where circumstances exceed the sales value of the defective batch of the relevant Product supplied to Customer.

10.2 DSM shall not be liable to Customer or any other person for any kind of special,
incidental, indirect, consequential or punitive
damage or loss, cost or expense, including without
limitation, damage based upon lost goodwill, lost
sales profits, work stopped, production
failure, impairment of other goods or
based on any other cause, and whether arising out of or
in connection with breach 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, administrative measures, order of
court, earthquake, flood, fire, explosion, war, terrorism,
riot, sabotage, accident, epidemic, strike, lockout,
slowdown, labour disturbances, difficulty in obtaining
necessary labour or raw materials, lack of or failure of
transportation, breakdown of plant or essential
machinery, emergency repair or maintenance,
breakdown or shut down of utilities, 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 affected by the event shall promptly
inform the other party by written notice thereof
specifying the cause of the event and how it will affect
the performance of its obligations under the
Confirmed Order. In the event of any delay, the
obligation to deliver shall be suspended for a period
equal to the time loss by reason of Force Majeure.
Furthermore, if such event continues to 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. Use of the affected
part of the Confirmed Order without any liability to
the other Party.

12. MODIFICATIONS AND INFORMATION; INDEMNITY

12.1 Unless the Specification 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
expertise, know-how and judgment in relation to the
Products and Customer 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,
losses, 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 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
and anti-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 accept, promise, offer or
provide any improper advantage to or (ii) enter into
an agreement (a) with any entity or person - including
officials of any government or to a third party government or
text - or (b) relating to a product, which
would constitute an offence or infringement of applicable
Laws and Standards.

13.3 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

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
any affiliate of 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
Confirmed Order in the event that DSM, in its own
reasonable opinion, has reasonable grounds to believe
that either party is in breach of its obligations under
the Confirmed Order.

16. SUSPENSION AND TERMINATION

16.1 If Customer is in default of performance of its
obligations under this Agreement DSM may terminate the
Confirmed Order for immediate effect if at any time
during the term of the Confirmed Order a person or
person or group of persons, who are unrelated to the
persons constituting DSM at the date of the Confirmed
Order, acquires control, through ownership of voting
securities or otherwise, over Customer. Customer shall
notify DSM of such acquisition within 10 (ten) days
thereafter and DSM may terminate the
Confirmed Order by giving Customer written notice of
such exercise within 10 (ten) days after the
date of receipt of such notice.

17. WAIVER

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

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 of any claim alleged to
exist against DSM within 30 (thirty) days after the
event complained of first becomes 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 Mexico Federal
District, 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.

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 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 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 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 the Spanish translation thereof,
the Spanish version shall prevail.

Version January 2020
Page 2/2