

These General Terms and Conditions were filed on 29 December 2014 with the Chamber of Commerce in Leeuwarden under number 59578718

1. Applicable law and scope

1. These Terms and Conditions apply to all offers, quotes and agreements between CSK Food Enrichment C.V. (hereinafter referred to as: "CSK") on the one hand and a client (hereinafter referred to as: "Client") on the other to which CSK has declared these Terms and Conditions applicable, insofar as the parties have not departed from these Terms and Conditions expressly and in writing.
2. The provisions in these General Terms and Conditions apply in full to any (agreement for the) delivery or making available of products by CSK to the Client, also where the products in question have been provided to the Client free of charge, the products are for advertising purposes, samples, experimental products, etc. (hereinafter jointly referred to as: "Samples").
3. The applicability of any purchasing or other general terms and conditions of the Client is expressly excluded.
4. If any provision(s) of these General Terms and Conditions should at any time be wholly or partially void or avoided, the other provisions in these General Terms and Conditions will remain fully applicable. In that case, CSK and the Client will engage in consultation to agree new provisions to replace the void or avoided provisions, as much as possible taking into account the purpose and purport of the original provisions.
5. The provisions in these General Terms and Conditions do not prejudice CSK's further rights under the law.

2. Managing Partner

1. CSK is represented by CSK Food Enrichment B.V., its managing partner. All acts performed by CSK Food Enrichment B.V. with the Client are performed on behalf, for the account and at the risk of CSK.

3. Offers, conclusion of agreements

1. All quotes and offers by CSK are completely free of obligation, unless expressly provided otherwise.
2. All information provided with an offer by CSK will remain the property of CSK. The intellectual property rights in such information will also remain vested in CSK. Therefore, the information may not be provided or shown to third parties without permission from CSK.
3. Orders and acceptances of offers by the Client will be deemed to be irrevocable.
4. An agreement with CSK is only concluded if CSK has accepted arrangements in writing or has started executing them (hereinafter: "Agreement"). Verbal undertakings or arrangements by or with employees of CSK do not bind CSK until and insofar as an authorised employee of CSK has confirmed them in writing.
5. If the acceptance of an offer by the Client differs (whether or not in minor respects)

from CSK's quote or offer, such acceptance will not be binding on CSK. In that case, the Agreement will not be concluded in accordance with such different acceptance, unless CSK indicates otherwise.

6. If it appears during the performance of the Agreement that it is necessary for the proper performance of the Agreement to amend or supplement it, the parties will proceed promptly and in mutual consultation amend the Agreement. If the nature, scope or content of the Agreement is so amended, CSK will be entitled to adjust the price. As far as possible, CSK will give a quotation of this price in advance. An amendment of the Agreement may also change the originally specified period of performance. The Client accepts the possibility of amendment of the Agreement, including the change to the price and period of performance.

7. If the Agreement is amended or supplemented, CSK will be entitled to perform it only after the Client has agreed to the price quoted for CSK's performance and to the other terms and conditions, including the time of performance. The non-performance or delayed performance of the amended Agreement does not constitute breach of contract by CSK or a ground for the Client to cancel or terminate the Agreement.

8. These Terms and Conditions apply to amendments of what was agreed as to separate Agreements.

4. Indications

All statements made by CSK of numbers, sizes, weights and/or other indications are made with as much care as possible, but CSK cannot guarantee that no deviations will occur. Deviations customary in the sector will be allowed in any case. Deliverable samples, drawings or designs of goods shown or provided by CSK are only indications thereof as referred to in this article and are expressly subject to the content of this article.

5. Prices and invoicing

1. The prices quoted by CSK are net, therefore exclusive of VAT, import and export duties, excise taxes and other taxes or levies.

2. If CSK has assumed responsibility for packaging, packing, loading, transport, dispatch, unloading or insurance of goods, without a price having been expressly agreed for this, CSK is entitled to charge the Client the actual costs and/or the customary rates.

3. CSK is entitled to review and change its prices. CSK will inform the Client of price changes. The changed prices will apply to Agreements that are concluded after any price adjustment.

4. If CSK has agreed a fixed price with the Client, CSK will in any event be entitled to adjust the agreed prices annually. CSK will

also be entitled at all times to increase the agreed price if there is reason to do so as a result of a power or obligation under the law or regulations, as a result of an increase in the price of raw materials, wages etc. or on other grounds that were not reasonably foreseeable when the Agreement was concluded.

6. Payment

1. Payment of invoices sent by CSK must be made within 30 days of the invoice date.

2. The Client does not have the right to offset counterclaims against CSK, nor may the Client suspend the payment for any reason.

3. CSK will always be entitled to offset any amount from the Client against counterclaims of the Client.

4. If the Client does not pay the amounts it owes in a timely manner, it will be in default without notice of default. From that date, the Client will owe interest at a rate of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest will be payable.

5. CSK is entitled to recover all costs connected with collection of the debt from the Client.

7. Delivery time

1. The delivery times indicated by CSK are determined by approximation. Unless otherwise agreed, there are no deadlines. If a delivery time is exceeded, the Client must therefore give CSK notice of default in writing, offering CSK a reasonable time to still perform the Agreement.

2. If CSK needs information from the Client to perform the Agreement, the performance period will not start before the Client has made the information available to CSK correctly and completely.

3. If delivery times are exceeded, this does not entitle the Client to compensation of any nature or to cancel the order. In deviation of the foregoing, the Client will be entitled to cancel the order if CSK has not performed the Agreement 90 days after the notice of default mentioned in paragraph 1 was sent. Such cancellation must be made by registered letter.

8. Delivery and risk

1. CSK is entitled to engage agents or other third parties in the performance of the Agreement.

2. CSK is entitled to deliver an order in parts and to invoice the delivered part separately.

3. All deliveries are made on the basis of terms corresponding to the latest edition of the Incoterms of the International Chamber of Commerce.

4. The risk of the purchased goods passes from CSK to the Client at the time of delivery.

5. The Client must ensure that there are sufficient possibilities for loading/unloading the goods to be delivered by CSK.

6. If the Client does not take delivery of the goods or does not do so in good time, the Client will be in default without notice of default. CSK will then be entitled to store the goods for the account and at the risk of the Client or, at the discretion of CSK, to sell them to a third party. The resulting loss that CSK incurs will be borne by the Client.

9. Packaging

1. The Client must immediately return to CSK any packaging that is the property of CSK and that is not intended for once-only use (or 1 month after expiry of the final best-before date at the latest) empty, sorted and cleaned. In case of loss of or damage to the above-mentioned packaging, the Client must compensate the damage to the packaging.

2. Packaging of CSK may only be used for the transport and storage of the products of CSK for which the packaging is intended.

3. If packaging is used that is the Client's property, CSK does not accept any liability for loss or theft of or damage to such packaging, save for gross negligence or wilful intent on the part of CSK.

10. Retention of title

1. CSK retains the title to all goods delivered to the Client as long as the Client has not completely fulfilled its payment obligations based on the underlying Agreement, which includes claims for breach of the Agreement and claims relating to work carried out to perform such Agreement.

2. If CSK relies on its retention of title, the Client must surrender the goods in question immediately at CSK's request or inform CSK immediately of where the goods are located.

CSK is entitled and is hereby unconditionally and irrevocably authorised by the Client to take back these goods on its own authority from the place where they are located.

11. Intellectual property rights

1. All intellectual property rights and/or know-how in goods delivered by CSK and/or (results of) services performed, including entitlements to future intellectual property rights and/or know-how that CSK has or might have at any time in goods it has delivered and/or (results of) services it has performed, are and will be vested exclusively in CSK. Even if goods or (results of) services have been designed, developed, compiled or performed specifically for the Client, all intellectual property rights in such goods and (results of) services are vested in CSK.

2. If third parties infringe or threaten to infringe on intellectual property rights of CSK, the Client must notify CSK of this immediately.

3. If third parties are of the opinion that by delivering goods to the Client, CSK is infringing on the intellectual property rights of such third parties, CSK will be entitled to replace or modify such goods or terminate the Agreement without the Client being entitled to compensation by CSK.

4. The products of CSK or applications in which these products are used may not be patented without prior written permission from CSK.

5. The Client indemnifies CSK from and against claims of third parties in relation to intellectual property rights in materials or information provided by the Client to CSK. The Client furthermore indemnifies CSK from and against claims of third parties in relation to intellectual property rights in work and/or activities that CSK performs or has performed on the Client's instructions.

12. Force majeure

1. CSK is not required to perform any obligation to the Client if it is prevented from doing so as a result of a circumstance that is not attributable to fault and which is not for its account pursuant to the law, a legal act or generally accepted principles of unwritten law.

2. In addition to what is understood in this respect in the law and case law, force majeure includes, without limitation, the following circumstances: war, insurrection, terrorism, riots, vandalism, explosion, fire, earthquakes, floods, storm, other forms of natural forces, strikes, government measures (e.g. bans on transport), amendments in laws and regulations, raw materials being unavailable or not available at reasonable costs, outbreaks of animal diseases, the occurrence of dioxins or other hazardous substances and other similar circumstances.

3. CSK is also entitled to rely on force majeure if the circumstance that prevents (further) performance sets in after CSK should have performed its obligation under the Agreement.

4. CSK may suspend its obligations under the Agreement during the period that the force majeure continues. If such period lasts more than three months, each of the parties will be entitled to terminate the Agreement without any obligation to compensate the other party for loss.

13. Secrecy

1. The Client must keep completely secret all information provided by CSK which CSK states to be confidential or which the Client should understand to be confidential.

14. Samples

1. In addition to the other provisions in these General Terms and Conditions, the provisions in this article apply to the provision of Samples.

2. Samples are provided to the Client only for the purpose agreed with CSK.

3. The Client may never provide or disclose Samples that CSK has provided to it by any virtue whatsoever to third parties or otherwise disclose (information concerning) such Samples.

4. The Client uses Samples for its own account and at its own risk. CSK will never be liable for (the consequences of) the use of Samples by the Client.

15. Complaints

1. The Client must inspect the goods delivered by CSK immediately after it has taken delivery. If this is not done, any right to complain to CSK will lapse.

2. The Client must in any case check whether the quality and/or quantity of the goods delivered corresponds with what was agreed.

3. CSK will only handle complaints that the Client has submitted in writing.

4. CSK must receive complaints within seven days after delivery, failing which any claim in this regard will lapse.

5. After its complaint, the Client must give CSK the opportunity to inspect the goods. If it is established that a complaint is unfounded, the costs incurred by CSK are for the account of the Client.

6. Without prejudice to the above, the right to complain will lapse if the Client handles, treats or stores the goods delivered incorrectly, if the goods have already been processed and/or if the Client has not or has not properly complied with its obligations to CSK.

7. If the Client's complaint was justified, CSK will only be required to make renewed delivery of the goods in question. The Client will not be able to claim compensation for faulty delivery.

8. In departure from the statutory prescription periods, the prescription period of all claims and defences against CSK and the third parties involved by CSK in performing the Agreement will be one year, barring contrary provisions of mandatory law.

16. Warranty

1. CSK warrants that the products it delivers comply with the specifications as agreed with the Client. Any other and/or more extensive warranties are not provided.

17. Liability and indemnification

1. The Client must follow all guidelines, instructions and other directions given by CSK in relation to the goods delivered, on pain of lapse of any liability of CSK. In this article, guidelines, instructions and other directions expressly do not mean the advice referred to in article 17, paragraph 2.

2. If employees of CSK provide advice at the Client's request in relation to the Client's production process, such advice will always be free of obligation. Following such advice will at all times be for the account and at the risk of the Client.

3. Any obligation of CSK to pay compensation will never exceed the amount agreed with the Client. If no amount has been agreed, the liability of CSK is limited to the invoice amount of the delivery in question.

4. CSK will never be liable for lost profits, reputational damage, lost savings and loss due to business interruption.

5. CSK cannot rely on the limitations of liability referred to in paragraphs 3 and 4 if the loss is attributable to wilful intent or gross negligence of CSK, save in the event of wilful intent or gross negligence of non-executive subordinates of CSK, in which case CSK may rely on such limitations.

6. Any claim for compensation lapses through the expiry of one year after the claim arose.

7. The Client indemnifies CSK, its employees and its agents from and against any claim of third parties in connection with the performance of the Agreement by CSK.

18. Premature termination

1. CSK is entitled to suspend the performance of its obligations or terminate the Agreement if:

- the Client does not perform its obligations under the Agreement or does not perform them completely or in good time;

- after concluding the Agreement, CSK learns of circumstances that give good reason to fear that the Client will not perform its obligations;

- when the Agreement was concluded the Client was requested to provide security for the fulfilment of its obligations and such security is not provided or is insufficient;

- if owing to delay on the part of the Client, CSK can no longer be required to perform the Agreement on the originally agreed terms.

2. Furthermore, CSK is entitled to terminate the Agreement if circumstances occur of such a nature that performance of the Agreement is impossible or if other circumstances occur of such a nature that unchanged continuation of the Agreement cannot reasonably be required of CSK.

3. If the Agreement is terminated, the claims of CSK against the Client will be immediately due and payable.

4. If CSK proceeds to suspension or termination, it will not be required in any way to compensate any loss, including costs, howsoever resulting.

5. If termination is attributable to the Client, CSK will be entitled to compensation of the losses, including the costs, resulting directly or indirectly from this.

6. In case of liquidation, (an application for) suspension of payment or insolvency, debt restructuring or any other circumstance which prevents the Client from freely disposing of its assets any longer, CSK will be free to terminate the Agreement with immediate effect or to cancel the order or Agreement, without CSK becoming liable for loss.

In that case, CSK's claims against the Client will be immediately due and payable.

7. If the Client cancels a placed order wholly or partially and CSK accepts such cancellation, the goods already ordered or readied by CSK, plus any costs incurred and the working hours reserved for performance of the Agreement will be charged in full to the Client.

19. Disputes and applicable law

1. All disputes between CSK and the Client arising from or connected with an Agreement to which these Terms and Conditions apply will be settled by the competent court in Leeuwarden, unless mandatory law prescribes otherwise.

2. All legal relationships between CSK and the Client are governed by Netherlands law. The applicability of the Vienna Sales Convention 1980 is expressly excluded.

20. In case of differences in interpretation, the Dutch text is binding

1. These General Terms and Conditions have been drafted in Dutch, English, German and French. In case of a dispute over the content or purport of these General Terms and Conditions, the Dutch text will be leading and binding.