

ESSENTIA PROTEINS SOLUTIONS LTD: GENERAL CONDITIONS OF PURCHASE

1. APPLICATION

The General Purchase Conditions below are applicable to all contracts entered into or all orders placed by Essentia Proteins Solutions Ltd (hereinafter called "Essentia Proteins Solutions") with suppliers (Suppliers), unless otherwise expressly agreed.

2. CONCLUSION OF A BINDING AGREEMENT

An order shall only be binding upon Essentia Proteins Solutions if it is in writing and has been confirmed and signed by Essentia Proteins Solutions in writing. By confirming or executing orders, the Supplier accepts Essentia Proteins Solutions' General Conditions of Purchase. Any conditions of the Supplier, e.g. the Supplier's sales terms that do not comply with Essentia Proteins Solutions' General Conditions of Purchase, shall not be binding, even though such conditions have not been explicitly rejected by Essentia Proteins Solutions. These General Purchase Conditions override any contradicting conditions provided by the Supplier.

Essentia Proteins Solutions' taking delivery of goods shall not be interpreted as Essentia Proteins Solutions' implied acceptance of any deviating terms of delivery.

3. TIME AND PLACE OF DELIVERY AND TRANSPORT

The place of delivery is the delivery address stated in the purchase confirmation. The time of delivery specified by Essentia Proteins Solutions is fixed and shall be strictly observed. Essentia Proteins Solutions does not accept early delivery and may reject such delivery. The Supplier must immediately inform Essentia Proteins Solutions of any anticipated delay:

- (a) any delay of delivery entitles Essentia Proteins Solutions to cancel the order and Essentia Proteins Solutions is exempt from paying any consideration;
- (b) Essentia Proteins Solutions is entitled to claim damages for its direct and indirect losses suffered following the delay including compensation paid to Essentia Proteins Solutions' customers due to the delay.

If Essentia Proteins Solutions fixes a new time of delivery, this is deemed the agreed delivery date and implies that any deviation from such time of delivery shall be deemed a material breach. The Incoterms 2010 conditions (as stated in the purchase confirmation) apply with respect to transport, costs of transport and passing of the risk.

4. DEVIATION IN QUANTITIES

Deviations in quantities of up to +/- 5% shall be deemed acceptable. Deviations of more than +/- 5% shall be deemed unacceptable and shall entitle Essentia Proteins Solutions to cancel the order and/or claim damages.

Even if the quantity delivered is less than -5% of the agreed quantity, the Supplier acknowledges and accepts that Essentia Proteins Solutions is always entitled to compensation for any extra transport expenses imposed on Essentia Proteins Solutions because of the shortfall of quantity.

5. QUALITY REQUIREMENTS

The goods supplied by the Supplier shall be of satisfactory quality and fit for the purpose according to the purchase confirmation. The Supplier shall be responsible for supplying goods that meet the quality, veterinary and other requirements and standards of both the country of origin, the country of production and the country of destination. In the event of disagreement among such requirements and standards, the strictest requirements and standards shall apply. The Supplier must ensure that the goods supplied are not in any way restricted from being sold in the country of destination.

The Supplier shall be responsible for ensuring that the necessary official certificates, e.g. veterinary certificates, are issued for the goods, also in the event of transiting of the goods.

6. WARRANTY

The Supplier warrants that the goods supplied (i) will be of general good merchantable quality, (ii) will be free from defects and errors, (iii) comply with applicable industry norms and standards, including applicable health and safety regulations, and (iv) strictly meet the requirements specified by Essentia Proteins Solutions. If the goods deviate from the standards as previously described, Essentia Proteins Solutions is entitled, at its discretion, to cancel the order or demand replacement delivery immediately. In this event, Essentia Proteins Solutions will not be held accountable

for any expenses to the Supplier, nor will Essentia Proteins Solutions contribute to the sellers costs or experience as may be required in order to for fill the requirements of this section. Essentia Proteins Solutions are entitled to claim damages for any direct or indirect losses caused by the defect, including, but not limited to, reimbursement for product recall, cf. section 7. Essentia Proteins Solutions accepts no limitation of the Supplier's liability in the event of delivery of defective goods.

The Supplier acknowledges that it is not practically possible for Essentia Proteins Solutions to inspect the goods upon delivery, accordingly, a complaint from Essentia Proteins Solutions shall be deemed timely if made within reasonable time after Essentia Proteins Solutions became aware of the defect.

7. PRODUCT RECALL

In the event Essentia Proteins Solutions or one of its customers performs a recall of the goods, or of products containing the goods and the recall is required due to a defect in or non-compliance of the goods, the Supplier shall reimburse Essentia Proteins Solutions' direct and indirect losses, costs, including but not limited to, notification costs, return costs, cost of field recall, freight, and rework incurred in effecting any product recall.

8. PRODUCT LIABILITY

The Supplier warrants, without any limitation in terms of time, that the goods do not suffer from any defects that may cause damage or injuries. The Supplier shall indemnify and hold Essentia Proteins Solutions harmless against any product liability claims from its customers, distributors or other third party arising from any such goods delivered by the Supplier as well as any legal cost of such action. Essentia Proteins Solutions will permit the Supplier to assume or participate in the defence of such liability claim at the Supplier's expense. The Supplier must co-operate with Essentia Proteins Solutions in such defence when requested to do so.

9. DISPATCH

If the Supplier does not comply with the shipping instructions issued by Essentia Proteins Solutions, the Supplier will be liable for any additional transport costs and other losses or damages arising to Essentia Proteins Solutions as a result of the Supplier's noncompliance.

10. CANCELLATION

The purchase confirmation from Essentia Proteins Solutions is issued subject to no circumstances arising in the country of destination and/or origin prior to passing of the risk to Essentia Proteins Solutions - regardless of the nature of such circumstances, for example veterinary, legal, economic or political circumstances - that partly or totally prevent the import of the goods into the country, or the export from the country of origin. If Essentia Proteins Solutions, due to such circumstances, is unable to import or export the goods as intended, Essentia Proteins Solutions has the right to renegotiate and/or cancel the order.

11. EXPORT REFUNDS

If Essentia Proteins Solutions or others are entitled to export refunds from the EU in relation to the goods supplied, as stated in Essentia Proteins Solutions' purchase confirmation or otherwise, the Supplier will be responsible for ensuring that Essentia Proteins Solutions receives, well in advance of any deadlines in EU or national legislation, all required documentation in relation to the export of the goods to the country of destination (including without limitation all documents related to the customs clearing within 1 month of the goods crossing the border of the country of destination) to enable payment of the EU export refunds. The Supplier warrants that all conditions related to the import to the country of destination and subsequent use and further circulation of the goods under applicable EU or national legislation for entitlement to export refunds are adhered to. The Supplier will at its own cost assist Essentia Proteins Solutions in relation to any investigations or request for further documentation from EU or national authorities related to the goods.

The Supplier will indemnify and hold Essentia Proteins Solutions harmless from any damages, claims, sanctions (including penalties or re-imburements), costs or expense (including reasonable fees for attorneys and other professionals to settle any claim in or out of court) arising out of the Supplier's failure to fulfil its obligations in relation to the goods.

12. ASSIGNMENT AND OTHER DEALINGS

Essentia Proteins Solutions may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these General Purchase Conditions. The Supplier may not assign, transfer,

subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations without the prior written consent of Essentia Proteins Solutions.

13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Purchase Conditions or its subject matter or formation.