

ESSENTIA PROTEIN SOLUTIONS AB: GENERAL CONDITIONS OF SALE AND DELIVERY

1. APPLICATION

These General Conditions of Sale and Delivery shall govern all orders accepted or contracts entered into by Essentia Protein Solutions AB and the purchaser. Any deviation from the General Conditions of Sale and Delivery shall be subject to written agreement between the parties. Any general conditions of purchase on the part of the purchaser shall not be recognized, unless approved in writing by Essentia Protein Solutions AB.

2. PLACE OF DELIVERY AND TRANSPORT

The parties' agreement on transport, costs of transport and the passing of the risk appears from the order confirmation on the obverse hereof, defined as Incoterms 2010.

3. DELAY

Essentia Protein Solutions AB shall not be liable for delay in delivery as a result of force majeure, for example strike, civil unrest, war, natural catastrophes, government intervention, outbreak of diseases among livestock and similar, major impediments to effecting delivery, whatever the nature hereof. Delay shall be deemed non-fundamental unless it appears from the order confirmation that any delay is deemed fundamental or unless Essentia Protein Solutions AB is still unable to supply the goods agreed upon 8 days after the purchaser's written request at the latest. Even though it does not appear from the agreement, Essentia Protein Solutions AB shall be entitled to deliver its performance by installments, provided that such delivery by installments is not of major inconvenience to the purchaser.

In the event of substantial delay according to the above, the purchaser is entitled to demand re-negotiation of the contract concluded or cancellation hereof respectively. If the contract is cancelled, the purchaser shall be entitled to compensation for documented costs defrayed in connection with the performance of the contract, but he shall not otherwise be entitled to demand compensation for other losses.

If a substantial delay occurs after Essentia Protein Solutions AB has commenced delivery by installments, the purchaser shall pay for the installments delivered in accordance with the contract.

4. PAYMENT

Unless otherwise agreed, the purchase sum falls due for payment at the same time as the risk passes according to the clauses agreed upon.

In the event of delayed payment, interest is added at the rate equivalent to the official discount rate fixed by the Swedish central bank plus 6% as from the date of maturity until payment is executed. If - in the opinion of Essentia Protein Solutions AB - the purchaser's ability to pay is impaired after conclusion of the contract or once performance hereof has commenced, Essentia Protein Solutions AB is entitled to demand security for payment of the purchase sum or pre-payment hereof respectively.

5. CERTIFICATES

The purchaser's requirements for veterinary certificates must appear from the order confirmation on the obverse hereof, inclusive of special requirements as a result of any transiting of the goods. If the purchaser has made no special requirements as to veterinary certificates, only the veterinary certificates of the country of origin will be enclosed. The purchaser is responsible for ensuring that Essentia Protein Solutions AB does not breach any statute, ordinance, public authority decision or other public resolution by providing the goods in the order confirmation.

6. EXPORT REFUNDS

If Essentia Protein Solutions AB are entitled to export refunds from the EU in relation to the goods supplied, cf. the (sub)headings of the common customs tariffs stated in the order confirmation or otherwise, the purchaser will be responsible for ensuring that Essentia Protein Solutions AB 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 to Essentia Protein Solutions AB. The purchaser guarantees 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 Essentia Protein Solutions AB's entitlement to export refunds are adhered to. The purchaser will at its own cost assist Essentia Protein Solutions AB in relation to any investigations or request for further documentation from EU or national authorities related to the goods. The purchaser will indemnify and hold Essentia Protein Solutions AB harmless from any damages, claims, sanctions (including penalties or re-imbursments), costs or expense (including reasonable fees for attorneys and other professionals to settle any claim in or out of court) arising out of the purchaser's failure to fulfill its obligations in relation to the goods.

7. EXTRAORDINARY COSTS

The purchaser shall compensate Essentia Protein Solutions AB for any extraordinary costs if the purchaser's circumstances prevent Essentia Protein Solutions AB from effecting punctual delivery, for example demurrage costs and costs of driving to Essentia Protein Solutions AB's supplier in vain, as a result of the purchaser's non-prepayment in time, etc.

8. RESERVATION OF TITLE

Essentia Protein Solutions AB reserves title to the goods until the entire purchase sum and any costs relating to the delivery, dispatch and insurance of the goods have been paid by the purchaser or security for the purchase sum has been provided as agreed. Until this has happened, the purchaser shall not be entitled to resell the goods or otherwise dispose of the goods in any way violating Essentia Protein Solutions AB's reservation of title.

9. DISCLAIMER - QUALITY AND PURITY

Essentia Protein Solutions AB's suppliers are required to operate documented quality systems and all material from Essentia Protein Solutions AB's suppliers is fully traceable at receiving point and throughout Essentia Protein Solutions AB's entire process, storage and distribution. Reference samples are analysed (not DNA) in accordance with independent internationally approved methods to ensure that they conform to quality and compositional standards. However, as specifications are based upon typical results from reference samples, and because of the nature of the raw material some variations may occur. Essentia Protein Solutions AB provide no warranty that the goods are free from impurities, trace elements or cross-species contamination and it is the purchaser's responsibility to conduct tests to ensure that the goods are fit for the purchaser's intended purpose and that the purchaser's use of the goods is in accordance with existing legislation and standards.

10. COMPLAINTS

If the purchaser claims that the goods suffer from any fundamental defect, the purchaser shall without undue delay complain in writing to Essentia Protein Solutions AB, stating all the specifications of the goods such as country of origin, quality etc. and describing the alleged defect. As for fresh goods the purchaser shall complain immediately upon receipt and as for frozen goods no later than 3 days after receipt. The purchaser shall store the goods technically correct until Essentia Protein Solutions AB or Essentia Protein Solutions AB's representative on site has had the opportunity to examine the goods. If the goods suffer from no or only non-fundamental defects, the purchaser is obliged to pay for Essentia Protein Solutions AB's costs incurred in connection with handling the complaint, for example travel and accommodation costs, survey costs etc.

11. LIABILITY FOR DEFECTS

BHJ is only liable for fundamental defects in the goods and, provided that the purchaser has complained about a fundamental defect within the deadline set out in section 10 and the complaint is justified, Essentia Protein Solutions AB will at its discretion refund the purchase price or make a replacement delivery within a reasonable time. Except in the case of documented gross negligence or willful misconduct of Essentia Protein Solutions AB the purchaser shall have no other remedy or recourse against Essentia Protein Solutions AB due to defects in the goods. Section 3 shall apply to delays in respect of replacement deliveries.

12. PRODUCT LIABILITY

Essentia Protein Solutions AB is liable for damage or injury caused by a defective product according to the general rules of Swedish law and limits its liability to the furthest extent possible in relation to product liability. Additionally, section 13 below also applies to the furthest extent possible. The purchaser must promptly notify Essentia Protein Solutions AB of any claims or suits for which it may assert indemnification from Essentia Protein Solutions AB and the purchaser will permit Essentia Protein Solutions AB to assume or participate in the defense of any such claims or suits. The purchaser will co-operate with Essentia Protein Solutions AB in such defense when reasonably requested to do so and will not compromise or settle the claim or suit without Essentia Protein Solutions AB's prior written consent, not to be unreasonably withheld or delayed.

13. LIMITATION OF LIABILITY

Except where by law its liability cannot be excluded or limited, Essentia Protein Solutions AB shall not be under any liability (whether in contract, tort, breach or statutory duty or including any liability for negligence or otherwise) for any indirect or consequential loss (including any loss of profit) suffered by a purchaser as a result of the purchaser having entered into an agreement with Essentia Protein Solutions AB, including any act or omissions by Essentia Protein Solutions AB or its representatives. Essentia Protein Solutions AB's aggregate liability in contract, tort, breach or statutory duty or otherwise, including any liability for negligence or otherwise, howsoever caused arising out of or in connection with the result of the customer having entered into an agreement with Essentia Protein Solutions AB shall be limited to the aggregate amount Essentia Protein Solutions AB received as compensation under the agreement per a rolling 12 month period prior to the incident which has resulted in liability, from time to time less any production costs relating hereto.

14. VENUE AND APPLICABLE LAW

The venue for any dispute arising out of the order confirmation on the obverse hereof and these General Conditions of Sale and Delivery shall be the Swedish Chamber of Commerce, and appeal may be made to the Swedish Supreme Courts. Swedish law shall apply to the settlement of any dispute.