



KEMIN EUROPA NV GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR KEMIN APPLICATION SYSTEMS

ARTICLE 1 DEFINITIONS

- 1.1 **Application Systems Agreement:** the Application Systems Agreement signed between Kemin and the Customer.
- 1.2 **Agreement:** the KAS Agreement and the T&C together.
- 1.3 **Article:** any article of these T&C.
- 1.4 **Customer:** the customer using Kemin Application Systems.
- 1.5 **Effective Date:** the date upon which the Agreement takes effect, once signed by the Parties.
- 1.6 **Equipment:** the Kemin Application System.
- 1.7 **Intended Use:** the use of the Equipment by the Customer with exclusively and cumulatively Kemin Products, Services and Software, for the purpose of:
 - (a) Manufacturing the Customer's products with the Equipment;
 - (b) Maintenance, repair or any kind of service of the Equipment; or
 - (c) Any other use of the Equipment by the Customer in connection with the Agreement.
- 1.8 **Kemin:** Kemin Europa NV, a company incorporated under the laws of Belgium, with registered office at 2200 Herentals, Toekomstlaan 42 (Belgium), registered with the Crossroad Bank for Enterprises under number 0411.987.209.
- 1.9 **Parties:** Kemin and the Customer.
- 1.10 **Party:** each of Kemin and the Customer.
- 1.11 **Products:** Kemin products as described in and being part of the Agreement.
- 1.12 **Services:** Kemin Services as described in and being part of the Agreement.
- 1.13 **Software:** Kemin software as described in and being part of the Equipment or the Agreement.
- 1.14 **T&C:** these General Terms and Conditions of Sale and Delivery for Kemin Application Systems.

The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa, and the one shall include the other.

ARTICLE 2 SCOPE OF APPLICATION

- 2.1 Kemin reserves the right to amend the T&C unilaterally at any time upon notification of any amendments or changes in writing at least fifteen (15) days prior to the coming into force of the amendments or changes. In this event, the Customer may terminate this Agreement within fifteen (15) days of such notice by notifying Kemin of the termination in writing. If the Customer does not notify Kemin of such termination, the new terms shall become effective as of the date specified in the notification by Kemin.
- 2.2 The T&C have been notified in advance to the Customer, who has accepted them. The Customer's general terms and conditions are not applicable and expressly excluded, irrespective of the time at which they are communicated or their subject title.
- 2.3 The English wording of these T&C shall prevail.
- 2.4 Any special or general requirements of the Customer stated in offers, orders, purchase conditions etc. shall not constitute an exemption from the T&C, unless expressly accepted by Kemin in writing.
- 2.5 The T&C apply to all requests, offers and agreements relating to the sale of Equipment and/or the performance of ancillary Services - irrespective of their nature - by Kemin to the Customer.
- 2.6 If there is a discrepancy or ambiguity between the provisions in the Application Systems Agreement and the T&C, the provisions in the Application Systems Agreement will prevail.

ARTICLE 3 EQUIPMENT DESCRIPTION AND OWNERSHIP

- 3.1 Installation of the Equipment by Kemin does not include the programming of Customer's own equipment or other control systems. Customer agrees that without the appropriate programming of Customer's equipment and other control systems, Products applied using the Equipment may not be applied in accordance with Kemin's recommendations or the Intended Use.
- 3.2 Customer shall observe and monitor Products levels used with the Equipment while the Equipment is in service or otherwise used by Customer. Customer shall be solely responsible for assuring that Products are being used in accordance with Kemin's recommendations and the Intended Use as well as all relevant food, feed and health regulations and is being delivered to Customer's final product. Customer will be responsible for assuring that its operators of the Equipment have received appropriate training.



- 3.3 During the term of the Agreement, Customer explicitly agrees to use the Equipment in accordance with the Intended Use, unless any other prior written approval by Kemin.

ARTICLE 4 OFFERS – ORDERS – CONCLUSION OF AN AGREEMENT

- 4.1 All offers, indications of prices, or other type of proposal from Kemin are non-binding without Kemin's written acceptance of the order placed by the Customer through signature of the Agreement.
- 4.2 The specific Equipment, quantity, price, total purchase price, shipping instructions, requested delivery dates, Services and any other special instructions are confirmed in the Application Systems Agreement.
- 4.3 The Customer acknowledges that it is aware of and approves the specifications of the Equipment, being the composition of the type of product, instrument or service ordered.
- 4.4 The Agreement may not be amended or modified, nor any provisions waived unless otherwise agreed in writing between the Parties.

ARTICLE 5 DELIVERY OF EQUIPMENT

- 5.1 The Customer shall be responsible to provide Kemin with all appropriate information, sufficiently in advance in order to permit Kemin to make the necessary shipping arrangements. If any such instructions, documents or confirmations are not timely received or would (in Kemin's sole judgment) require unreasonable expense or delay on its part, then Kemin may, at its sole discretion and without prejudice as to any other remedies, delay the time of delivery.
- 5.2 Delivery and Installation dates will be established by Kemin upon conclusion of the Agreement and are purely indicative and without obligation. Although the delivery terms will be respected as much as possible, Kemin is not financially responsible for the consequences of a possible late delivery or installation, and such circumstances do not allow the Customer to refuse receipt or payment of the Equipment; neither will Kemin be held to pay damages. Kemin undertakes to inform the Customer about a delay in delivery or installation with respect to the indicative delivery date. In the event such delay exceeds six (6) months as from the indicative delivery date, the Customer is allowed to terminate the Agreement by giving Kemin prior written notice.

ARTICLE 6 INSPECTION – ACCEPTANCE

- 6.1 In the case of Equipment requiring specific installation, a memorandum of installation and transfer form ("Applicator Acceptance Document") will be signed between Kemin and Customer at the commissioning date.
- 6.2 The Customer shall immediately after the delivery and/or installation of the Equipment carry out an inspection of the Equipment to identify any visual defects or whether any portion fails to comply with the Application Systems Agreement. In case of defects or nonconformity to the Application Systems Agreement, the Customer may reject the defect or non-conforming portion of the Equipment by written notice to Kemin. Such written notice is only valid if:
- i) The Customer has notified Kemin promptly upon discovery of the alleged defect or nonconformity and in any case:
 - For visual defects:
 - upon receiving the Equipment by making written mention on the transport document (CMR).
 - by notifying Kemin directly in writing no later than seven (7) calendar days from the date of delivery; or
 - in any event before the Equipment is used; or
 - For hidden defects:
 - no later than twelve (12) months from the date of delivery and/or installation;
 - ii) The Customer specifies and supports how the delivery fails to comply with the Application Systems Agreement and/or the specifications of the Equipment;
 - iii) The Customer has to include all supporting evidence and documentation; and
 - iv) The notice is sent in accordance with Article 20.
- 6.3 The Customer will keep the alleged defect or nonconforming Equipment available until Kemin has had the opportunity to inspect it.
- 6.4 In the absence of a timely and valid notice in accordance with Article 6.2, or in the event the Customer has not kept the Equipment available for inspection by Kemin in accordance with Article 6.3, the Customer shall be deemed to have irrevocably accepted the delivered Equipment.
- 6.5 If, after inspection, Kemin agrees that any of the Equipment is defect or non-conforming to the Application Systems Agreement, Kemin will use its commercially reasonable efforts to replace such Equipment at no additional cost to the Customer. This shall be the Customer's sole remedy for any defective or non-conforming Equipment. Replacement cannot be considered as a delay in the delivery of the non-conforming Equipment or portion thereof in relation to the Application Systems Agreement.



ARTICLE 7 DELIVERY OF SERVICES

- 7.1 Kemin shall provide the Customer with the Services as set forth in the Agreement in a diligent and professional manner.
- 7.2 Any data, results and reports in relation to the Services shall be provided "as is". The express warranties set forth in Article 10 are the only warranties made by Kemin with respect to the Services. Kemin shall never be held liable towards the Customer with respect to any data, results and reports in relation to the Services.

ARTICLE 8 USE OF THE SOFTWARE

- 8.1 Notwithstanding anything to the contrary set forth herein, the Software is licensed and not sold. Kemin grants to Customer, and Customer accepts a non-exclusive, perpetual, non-transferable, non-sublicensable right and license to use the Software and agrees to exclusively use the Equipment in connection with the Software and in accordance with the Intended Use. The license provided in this section is only for the version of the Software available on the Effective Date of the Agreement or any new upgrades, updates or releases of the Software provided to Customer during the term of the Agreement. Kemin will not provide any updates or maintenance to the Software under the Agreement after termination of the Agreement.
- 8.2 The Customer agrees to comply with all laws, rules and regulations applicable to its use of the Software. The Customer agrees that it will not itself or through any (sub)contractor or other third party:
- (a) copy the Software;
 - (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Software available for access by third parties;
 - (c) access or use the Software for the purpose of developing or operating products or services intended to be offered to third parties in competition with Kemin Products and/or Services;
 - (d) decompile, disassemble, reverse engineer or attempt to derive, reconstruct, identify or discover any source code underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, or disclose any of the foregoing except to the extent expressly permitted by applicable law;
 - (e) encumber any lien or security interest on the Software;
 - (f) take any action that would cause the source code or the Software to be placed in the public domain;
 - (g) use the Software in an environment not expressly permitted under the Agreement or use the Software in any way that (i) is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity or (ii) violates or infringes upon the rights of a third party;
 - (h) circumvent any technical or other protective measures (including any user limits or view restrictions) embedded in Software;
 - (i) use the Software to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs;
 - (j) perform any act that or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Rights of Kemin or violates any applicable law.
- 8.3 The Customer shall use all reasonable efforts to prevent unauthorized access to, or use of, the Software, and will notify Kemin promptly in writing of any such unauthorized use which Customer may become aware of.

ARTICLE 9 USE OF THE EQUIPMENT

- 9.1 Kemin is not liable for damage caused to persons, goods and/or animals, in case the Equipment was used in a manner other than in accordance with the Intended Use. Neither can Kemin be held responsible for the results of improper or negligent processing or handling of the Equipment, Products and/or Services purchased under the Agreement by the Customer nor for the final product sold by the Customer.
- 9.2 The Customer acknowledges that:
- i) the Customer shall be solely responsible for the use and supervision of the Equipment in accordance with the Intended Use;
 - ii) the Customer holds the full responsibility for the specific use of the Equipment, Software, Products and/or Services, including, but not limited to requirements regarding product handling, working environment regulations, product documentation as well as public authority requirements (including but not limited to safety and working environment requirements), relevant laws and all other types of rules and regulations;
 - iii) the Customer shall be solely responsible for all physical and material damages caused by the Equipment to its personnel or third parties resulting from misuse from or unauthorized modifications to the Equipment, and for all damages beyond normal and reasonable wear or the physical loss of the Equipment;
 - iv) the use of Kemin's Equipment, Products, Software and/or Services in certain applications requires specific (governmental) approval in some countries; the Customer is solely responsible for obtaining such approval; and
 - v) the Customer holds the full responsibility that its use of the Equipment, Product, Software and/or Services does not infringe any third-party rights, including Intellectual Property Rights. Kemin shall not bear any liability in connection herewith.

ARTICLE 10 DATA LICENSE

- 10.1 By accepting to use the Equipment, Services or by signing the Agreement, Customer also accepts the data license agreement to enable services included in the Agreement, or additional services to be later added as upgrade upon Customer's request. The data license agreement is available on <https://www.kemin.com/eu/en/company/suppliers>.

ARTICLE 11 LIMITED WARRANTY

- 11.1 The Equipment has been designed exclusively for the Intended Use. Unless agreed otherwise in writing, Kemin warrants the Equipment for a period of twelve (12) months from the date of delivery or installation (where relevant) under the following limited conditions (hereinafter "**Limited Warranty**"):
- 11.2 When installed properly, used in accordance with the Intended Use, the Equipment will be free from defects in material and workmanship, and will substantially conform to the technical specifications provided with the Equipment and will apply Kemin's Products when used as directed and in accordance with Kemin recommendations and label directions.
- 11.3 Customer performs routine maintenance exclusively with Kemin Services. Only Kemin or Kemin's representative is entitled to perform maintenance works and repair of the Equipment. Such maintenance and normal repair costs will not be charged to Customer.
- 11.4 Customer exclusively uses the Equipment in accordance with the Intended Use during the term of the Agreement. Products are purchased in accordance with the minimum quantities and prices agreed in the Application System Agreement.
- 11.5 No warranty set forth in this Article will apply to the Equipment that has been:
- a. Modified, altered or adapted in any way without Kemin's written consent;
 - b. Maltreated or used in a manner other than in accordance with the Intended Use;
 - c. Repaired, maintained or serviced by any third party that has not been designated to do so by Kemin;
 - d. Installed by any party other than Kemin;
 - e. Used with products, software or equipment other than Kemin's Products, Software and Services;
 - f. Relocated without Kemin's written consent, to the extent that problems are attributable to the relocation;
 - g. The Kemin serial number tag on the Equipment has been removed or tampered with; or
 - h. Transferred or resold to any third party.
 - i. Any attempt to dismantle or subdivide the Equipment constitutes a modification or alteration of the Equipment which voids the applicable warranty.
- 11.6 The foregoing warranty is the Customer's exclusive warranty and is made expressly in lieu of all other warranties of any kind, express, implied or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose or use, non-infringement of any third-party intellectual property rights resulting from any use of the Equipment and/or Services and any warranty arising by law, out of any course of dealing or performance, custom or industry standard.
- 11.7 Kemin does not authorize the Customer or any other person to make any warranties on behalf of Kemin regarding Kemin's Equipment and/or Services. No warranties of any kind by the Customer or any other person shall be binding upon Kemin.
- 11.8 Nothing in this statement of Limited Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract.
- 11.9 The Customer agrees that after expiry of the period of the Limited Warranty as described in Article 11.1, Kemin shall also not, under any circumstance, be held liable for any damage when the Equipment was used in a manner other than in accordance with the Intended Use.

ARTICLE 12 LIABILITY AND INDEMNIFICATION

- 12.1 Except for indemnification obligations, to the maximum extent permitted by applicable laws, in no event Kemin shall be liable under any circumstances, whether based in contract, tort (including negligence and strict liability) or otherwise, for following actions which may arise from the Agreement:
- i) damages or losses relating to the Customer's professional activities (including but not limited to loss of time, loss due to delay in delivery, loss of production, lower results or loss of animals);
 - ii) any commercial or economic losses of any kind (including but not limited to loss of turnover or profits, loss of use and/or capital costs);
 - iii) any claim against the Customer by a third party; and
 - iv) more generally, any special, indirect, punitive, incidental or consequential damages, losses or costs.
- 12.2 Notwithstanding any provisions to the contrary in applicable laws, Customer's sole and exclusive remedy and Kemin's entire liability for breach of the Agreement or the warranty provisions will be the repair or, at Kemin's option and expense, replacement of defective Equipment and/or Products, or, if such repair or replacement is not reasonably achievable, the refund of amounts paid by Customer towards the purchase price for the Equipment and/or the Products. All express or

implied conditions, representations, and warranties, including any implied warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, are hereby excluded to the maximum extent permitted by law.

- 12.3 The Parties agree to exclude the right to a price reduction *cfr.* article 5.97 of the Belgian Civil Code as a remedy for a breach by the other Party of the obligations arising out of the Agreement.
- 12.4 Kemin shall indemnify, defend and hold the Customer harmless from all costs related to breach of the Limited Warranties in Article 10 and product liability claims under applicable mandatory statutory provisions, provided that it is established that such liability arises directly from defects in Equipment when used in accordance with its Intended Use and relevant safety documentation.
- 12.5 The Customer shall hold harmless and indemnify Kemin from and against any liability, obligation, loss, damage, fees, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense and disbursement of any kind or nature whatsoever, including all reasonable attorneys' fees, costs and expenses of defense, appeal, and settlement of any suits, actions or proceedings instituted against Kemin and all costs of investigation in connection therewith that may be imposed on, incurred by, or asserted against Kemin by a third party arising out of the Application Systems Agreement, except if specifically covered by the limited warranties in Article 10.
- 12.6 The obligations of the indemnifying party under this Article are conditioned upon the written notice to the indemnifying party with regard to a claim or lawsuit which is alleged to be covered within fifteen (15) days after the indemnified party has received notice of said claim or lawsuit. The above indemnities are further conditioned upon the cooperation of the indemnified party with the indemnifying party in any regard in the investigation and defence of any claim or lawsuit alleged to be covered by the above indemnities. Any indemnity shall be void as to any claim or legal action for which settlement or any offer of settlement is made without the prior written consent of the indemnifying party.

ARTICLE 13 FORCE MAJEURE

- 13.1 Kemin shall not be liable for any delay in or impairment of the performance of the Agreement due to (for example but not limited to) war (declared or not), epidemics, pandemics, acts of God, fire, flood, strike, labour conflict, cyberattacks, power failure, equipment breakdowns, inability to obtain or shortage of raw materials, total or partial mobilization, import and export prohibitions, regulations of any governmental authority, or any cause or condition beyond the reasonable control of Kemin, which could not have been reasonably foreseen on the date of the Agreement, nor can reasonably be avoided and which renders the performance of the Agreement by Kemin reasonably impossible (hereinafter "**Force Majeure Event**").
- 13.2 In any Force Majeure Event, Kemin shall be entitled to such additional time to perform the Agreement as may be reasonably necessary and, in any case, not less than the period of delay caused by such circumstances.
- 13.3 In any Force Majeure Event, Kemin shall have the right to apportion its production and deliveries among its customers as it sees fit in its sole discretion.
- 13.4 In any Force Majeure Event, Kemin has the right to suspend or terminate totally or partially the Agreement without (i) being held liable, or (ii) owing any indemnification to the Customer, nor (iii) having to refund amounts already paid by the Customer.
- 13.5 A Party claiming a Force Majeure Event must provide a notice to the other Party, evidencing the Force Majeure Event within ten (10) calendar days of its occurrence and that Party must use all commercially reasonable efforts to mitigate the effects of the Force Majeure Event.

ARTICLE 14 HARDSHIP

- 14.1 If at any time during the performance of the Agreement, Kemin is of the view that there have been substantial changes of an economic, financial, technical, political or legal nature, beyond the reasonable control of the Parties after the conclusion of the Agreement and which, at the time of the conclusion of the Agreement, could not reasonably have expected to take place, which make the implementation of the Agreement problematic and/or costlier than was the case when the Agreement was concluded, as a result of which Kemin suffers material hardship in complying with the Agreement, Kemin may notify the Customer in writing that it wishes to review, suspend or terminate the Agreement in the light of the changed conditions. In case the Agreement would be reviewed, Parties shall renegotiate the terms in good faith.

ARTICLE 15 TERMINATION

- 15.1 **Termination for breach.** Kemin may terminate the Agreement in case of material breach of the Agreement by the Customer, if such material breach has not been cured within thirty (30) days after written notice of default by Kemin to the Customer.
- 15.2 **Termination in case of insolvency.** Kemin shall be entitled to unilaterally terminate the Agreement if the Customer is subject to bankruptcy or insolvency proceedings, or any similar situation.



- 15.3 **Termination on specific grounds.** Kemin is entitled to terminate the Agreement and to request immediate and full settlement of the outstanding amount of the Equipment invoice within ten (10) calendar days after notification of the termination if
- Customer uses the Equipment in a manner other than in accordance with the Intended Use during the term of the Agreement;
 - Customer assigns or attempts to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Kemin being given;
 - any change occurs as per the provisions of Article 19, in the legal structure, organization, key management or owners or the financial or other circumstances of the Customer which, in the sole opinion of Kemin, is materially detrimental to the interests of Kemin including, without limitation, the transfer of any interests in Customer to any person engaged in a business that is in competition with the business of Kemin.
- 15.4 **Anticipatory breach.** The Agreement may also be terminated by Kemin if it is clear that the Customer will not comply with its contractual obligations arising out of the Agreement in due time and the consequences of such breach are substantial for Kemin, provided that Kemin has issued a notice of default identifying the substantial breach or default via registered letter and the Customer has not provided sufficient guarantees that it will comply with its obligations within a delay of ten (10) business days after such notice of default.
- 15.5 In case of early termination as stipulated in Articles 15.1 to 15.4, Kemin will not be required to pay any further fees, damages, nor to refund the amounts already paid by the Customer or pay compensation in any form to the Customer.
- 15.6 The termination of the Agreement does not discharge the Customer from the obligation to pay all outstanding amounts under the Agreement.
- 15.7 Termination of the Agreement or any individual study being performed under the terms of the Agreement shall not affect any rights or remedies of either party at law or in equity.
- 15.8 Upon termination of the Agreement, Customer shall remain entitled to use the Software in the version as at the date of termination and Kemin will no longer provide any updates or maintenance to the Software. It being understood that notwithstanding the aforementioned and without prejudice to the license granted to the Customer under this Agreement, Kemin will at his sole discretion have the right to downgrade the functionalities of the Software to a base version of the Software.

ARTICLE 16 CONFIDENTIALITY

- 16.1 Confidential Information shall mean all information relating to the business, affairs, activity, Equipment, Products, Services and other products, goods or services of Kemin. It includes, but is not limited to, the Agreement and its schedules and exhibits, Intellectual Property including computer programs and Software. Confidential Information shall also mean all information relating to the business, affairs, activity and other goods or services of a Party, including but not limited to, whether developed by a Party or by others and whether patented or patentable, customer, distributor and supplier lists, trade secrets, designs, processes, formulas, know-how, ingredients, business plans and strategies, financial information, pricing information, specifications, devices, research and development data, manufacturing and processing data, clinical and engineering data, purchasing and marketing data and plans, samples, and the like of every kind. Confidential Information may be communicated orally, visually, in writing (including faxes and e-mails) or in any other recorded or tangible form and may be revealed by a Party to the other Party or from any source, including third parties. It shall not be restricted to material identified as "confidential" or "secret" with an appropriate legend, stamp or other written identification.
- 16.2 Each Party shall hold the other Party's Confidential Information in strict confidence, only disclosing it to those employees with a need to know to perform under the Agreement and who have been informed of and agree to the confidentiality requirements herein. Each Party shall not disclose the other Party's Confidential Information to any third parties without the disclosing party's prior written consent; if such consent is granted, disclosure shall not occur until such third party has signed a confidentiality agreement with terms at least as protective as set forth herein.
- 16.3 If compelled by applicable law or court order to disclose the other Party's Confidential Information, then, to the extent legally permitted, the receiving Party shall: (a) provide the disclosing Party prior written notice with sufficient time to challenge the request or seek a protective order, and (b) only disclose the minimum amount of the disclosing Party's Confidential Information necessary to comply with the applicable law or court order.
- 16.4 Limitations. The following information shall not be included in the definition of "Confidential Information":
- Information that was known to the receiving Party prior to receipt from the disclosing Party, as documented in written records or publications that lawfully are in the possession of the receiving Party or known to the receiving Party prior to such receipt;
 - information that was lawfully available to the trade or to the public prior to receipt from the disclosing Party;
 - information that through no act on the part of the receiving Party, becomes lawfully available to the trade or to the public; and
 - information lawfully received from a third party without restriction on disclosure.

- 16.5 All documents, protocols, data, know-how, methods, operations, formulas, Equipment design, Equipment specifications, computer programs, and Confidential Information of any kind provided to Customer pursuant to the Agreement are and shall remain Kemin's Intellectual Property.
- 16.6 Copies of any or all documents referenced herein shall be returned to the disclosing Party or its designee upon request.

ARTICLE 17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 The Customer acknowledges that all trade names, trademarks, domain names, copyrights, logos, design rights, database rights, trade secrets, patents, patent applications, inventions, works, models, designs, processes/methods, technologies, systems, know-how rights, research plans and priorities, research results and related reports, data, statistical models and computer programs and related reports, market interests and product ideas and all other industrial and intellectual property rights of Kemin or its affiliates (hereinafter "**Intellectual Property Rights**") in and related to any Equipment, Software, Products and Services are and shall always remain the exclusive property of Kemin.
- 17.2 The supply of the Equipment, Software, Products and/or Services under the Agreement does not convey to the Customer or any other person any right, title, license or other interest of any kind with respect to any Intellectual Property Rights relating to the Equipment, Software, Products and/or Services, except that the Customer shall have an implied license to the Intellectual Property Rights to use Equipment, Software, Products and/or Services supplied by Kemin for the purpose stated in the Equipment, Software, Products and/or Services Documentation unless otherwise agreed by Kemin in writing.
- 17.3 The Customer shall not obtain any Intellectual Property Rights, unless with prior written approval of Kemin and in accordance with Kemin's instructions.
- 17.4 The Customer agrees not to decompile, disassemble or reverse-engineer the Equipment, Software, Products and/or Services. The Customer agrees not to modify, hide, cover, remove or make unreadable any proprietary markings present on or in the Equipment, Software, Products, Services or Documentation, including any copyright notice.
- 17.5 All new Intellectual Property that is developed as of the Effective Date and pursuant to and within the scope of the Agreement, including new Intellectual Property in association with the Equipment, Software, Products or Services (the "**New Intellectual Property**"), will be exclusively owned by Kemin and may not be used by Customer without prior written consent from Kemin, unless Customer demonstrates proves that the New Intellectual Property is capable of being used independently of the Intellectual Property Rights. Customer hereby assigns all of its rights, title, and interest in the New Intellectual Property to Kemin. All rights, title, and interest in and to the Company's Data (as defined in the data license agreement available on <https://www.kemin.com/eu/en/company/suppliers>) remain the exclusive property of the Customer. Customer grants to Kemin a license according to the terms and conditions of the data license agreement (available on <https://www.kemin.com/eu/en/company/suppliers>) for any use including disclosure to third parties, so long as such disclosure does not disclose Customer's identity, trade secrets of Customer and any Customer's Confidential Information as defined in Article 16.
- 17.6 Customer recognizes the possibility of reverse engineering of (computer programmes, including the Software, and proprietary algorithms related to) the Equipment, Software, and/or the Products and that such reverse engineering will seriously compromise Kemin's commercial position. Therefore, Customer agrees to refrain from and to not copy, modify, sell, or reverse engineer any (computer programs or proprietary algorithms related to the) Equipment, Software and/or Products supplied or developed by Kemin in relation to the Agreement.

ARTICLE 18 INSURANCE

Each Party shall maintain at its expense commercial general liability insurance in a principal amount of not less than the coverage generally maintained by companies of a similar size in its industry. Each Party shall have all the rights and coverages as the insuring party under said policies and shall be endorsed accordingly. The insuring Party shall notify the other Party in writing 30 days prior to the expiration of any coverages that are required by the Agreement.

ARTICLE 19 CHANGE OF LEGAL STATUS AND/OR OWNERSHIP

In the event of a change in legal status of Customer, or if their business is sold to a party not engaged in a business that is in competition with the business of Kemin, Parties will try to ensure to the best of their efforts that the Agreement remains in full force and effect.

ARTICLE 20 NOTIFICATION

- 20.1 All notifications referred to in this Agreement to Kemin must be made in writing to Kemin Europa NV, to the attention of Customer Service Kemin Europa, Toekomstlaan 42, 2200 Herentals, Belgium, by registered mail with receipt acknowledgment or through a courier service. An e-mail message to the following e-mail address:



kae.customer.service.in.belgium@Kemin.com is permissible on condition that an explicit read acknowledgment has been requested and received. Any such notice shall be deemed received and effective upon acknowledgment of receipt.

- 20.2 All notifications to the Customer referred to in this Agreement must be made in writing to the e-mail address mentioned on the Application Systems Agreement.

ARTICLE 21 SURVIVING PROVISIONS

The provisions of the Agreement which by their nature and scope are meant to survive the performance by (one of) the Parties also survive the termination, expiration, fulfilment or cancellation of the Agreement.

ARTICLE 22 MISCELLANEOUS

- 22.1 Data Protection Laws and GDPR: Kemin and Customer agree to comply with all relevant Data Protection Laws, including the GDPR.
- 22.2 Kemin shall be entitled to (i) assign its rights under the Agreement (in whole or in part) or (ii) to subcontract any part of work or services to be provided under the Agreement to third parties as it deems necessary or desirable, without the prior written consent of the Customer.
- 22.3 The Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. In the event that advanced electronic signature conform with the eIDAS Regulation (Regulation (EU) N°910/2014) is provided, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original thereof). Each Party has signed the Agreement through its authorized representative.
- 22.4 The Agreement shall be governed by and construed in accordance with Belgian law, with exclusion of the UN Convention on Contracts for the International Sale of Goods 1980. Parties agree to subject the provisions of the Agreement to the Belgian law of 28 April 2022 containing Book 5 "Obligations" and Book 1 "General Provisions" of the Belgian Civil Code (as published in the Belgian Gazette on 1 July 2022).
- 22.5 In case of dispute the courts of Antwerp, section Antwerp (Belgium), shall have jurisdiction.
- 22.6 If a court finds any provision of the Agreement unenforceable, the remainder of the Agreement shall be interpreted so as best to accomplish the intent of the Parties. The Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, or agreements. The Agreement may not be amended except in a writing signed by both Parties. The Agreement may not be explained or supplemented by a prior or existing course of dealing between the Parties, by any usage of trade or custom, or by any prior performance between the Parties pursuant to the Agreement or otherwise. The Agreement is not assignable. The Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, legal representatives, and, to the extent permitted hereby, assigns. The failure to exercise any right provided in the Agreement shall not be a waiver of prior or subsequent rights. Each Party has signed the Agreement through its authorized representative. Any obligation which either expressly or by its nature continues after the termination or expiration of the Agreement, such obligation shall survive and remain in effect.
- 22.7 The Parties agree and acknowledge that the English language version of the Agreement shall be the controlling document for interpretation purposes. The parties understand the English language and are fully aware of all terms and conditions contained herein.