

KEMIN EUROPA NV GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**ARTICLE 1 DEFINITIONS**

- 1.1 Accepted Order: the specific sale order placed by the Customer, which has been accepted in writing by Kemin.
- 1.2 Agreement: the Accepted Order and the T&C together.
- 1.3 Customer: the customer submitting the sale order.
- 1.4 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.
- 1.5 Parties: Kemin and the Customer.
- 1.6 Party: each of Kemin and the Customer.
- 1.7 T&C: these General Terms and Conditions of Sale and Delivery.

ARTICLE 2 SCOPE OF APPLICATION

- 2.1 Kemin reserves the right to amend the T&C unilaterally at any time.
- 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 goods and/or the performance of services - irrespective of their nature - by Kemin to the Customer.
- 2.6 If there is a discrepancy or ambiguity between the provisions in the Accepted Order and the T&C, the provisions in the Accepted Order will prevail.

ARTICLE 3 OFFERS – ORDERS – CONCLUSION OF AN AGREEMENT

- 3.1 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.
- 3.2 The Customer must indicate or confirm specific goods, quantity, price, total purchase price, shipping instructions, requested delivery dates, sold-to and ship-to addresses and any other special instructions during the ordering process.
- 3.3 The Customer acknowledges that it is aware of and approves the specifications of the goods, being the composition of the type of product ordered.
- 3.4 The Agreement may not be amended or modified, nor any provisions waived unless otherwise agreed in writing between the Parties.

ARTICLE 4 PRICES - GUARANTEES

- 4.1 All prices are net prices, expressed in EUR (excluding applicable taxes and duties). Any taxes and duties shall be borne by the Customer.
- 4.2 The prices shall be based on FCA delivery from Kemin's Warehouse (Incoterms 2020), unless otherwise specified in the Accepted Order.
- 4.3 Kemin reserves the right to adjust its price lists without prior notice; such new prices shall become effective immediately. Prices of Accepted Orders are not subject to change.

ARTICLE 5 TERMS OF PAYMENT

- 5.1 Unless otherwise agreed in writing, Kemin shall issue an invoice to the Customer, payable within thirty (30) days from the issuance date. Any claim with respect to the invoice, the sold goods or services rendered does not suspend Customer's payment obligations.
- 5.2 Payment shall be made by bank transfer from the Customer's bank account to Kemin's bank account specified on the invoice. Each Party will cover the bank expenses at their side of the transaction.
- 5.3 If payment is not received by Kemin by the due date, Kemin reserves the right to suspend further deliveries of any Accepted Order or future orders until full payment has taken place. In such circumstances, Kemin shall be entitled to change, in its discretion, these terms of payment and any outstanding invoices will automatically become immediately due and payable.
- 5.4 Any complaint regarding an invoice must be notified to Kemin by registered letter within [eight (8) working days] from the date of the invoice concerned.
- 5.5 In case of late payment, late payment interests will be due from due date until full payment of the invoice amount at the rate of 10% per annum plus an administration cost of 10% of the invoiced amount (with a minimum amount of 125 EUR per overdue invoice). Kemin is entitled to claim any costs and expenses incurred when collecting any unpaid and overdue amounts, including reasonable attorneys' fees and expenses.



ARTICLE 6 DELIVERY – TRANSFER OF RISK – RETENTION OF TITLE

- 6.1 Delivery 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, and such circumstances do not allow the Customer to terminate the Agreement, to refuse receipt or payment of the goods; neither will Kemin be held to pay damages.
- 6.2 The Customer shall be responsible to provide Kemin, sufficiently in advance in order to permit Kemin to make the necessary shipping arrangements, with all appropriate information. 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.
- 6.3 Delivery of the goods is conditioned upon the Customer maintaining sufficient creditworthiness towards Kemin and Kemin may, without liability to the Customer, suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial payment of the amounts owed or prepayment on future orders, adequate to Kemin in its discretion.
- 6.4 Unless otherwise agreed in writing, delivery of the goods is made FCA from Kemin's warehouse (Incoterms 2020). In the absence of specific instructions, Kemin will select the carrier and ship to the single location designated by the Customer.
- 6.5 Kemin may deliver the goods in one or more shipments and invoice each shipment separately.
- 6.6 Risk of loss with respect to the goods shall pass to the Customer in accordance with the agreed Incoterm (FCA – Incoterms 2020).
- 6.7 Each delivery should be treated as a separate and independent delivery and contract.
- 6.8 All goods purchased will remain the property of Kemin until the full purchase price has been paid by Customer. If the Customer fails to comply with the agreed payment obligations, Kemin will have the right to reclaim and repossess the unpaid but delivered goods, regardless of where the goods are located.

ARTICLE 7 INSPECTION – ACCEPTANCE – CONFORMITY

- 7.1 The Customer shall immediately after the receipt of a delivery carry out an inspection of the goods to identify any visual defects or whether any portion fails to comply with the Accepted Order or the specifications of the goods. In case of defects or nonconformity to the Accepted Order and/or goods specifications, the Customer may reject the defect or nonconforming portion of the delivery 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 goods by making written mention on the transport document (CMR).
 - by notifying directly Kemin in writing no later than [seven (7) calendar days] from the date of delivery; or
 - in any event before the goods undergo any processing; or
 - For hidden defects:
 - no later than one (1) calendar year from the date of delivery;
 - ii) The Customer specifies and supports how the delivery fails to comply with the Accepted Order and/or the specifications of the goods;
 - iii) The Customer has to include all supporting evidence and documentation; and
 - iv) The notice is sent in accordance with Article 18.
- 7.2 The Customer will keep the allegedly defect or nonconforming goods available until Kemin has had the opportunity to inspect them.
- 7.3 In the absence of a timely and valid notice in accordance with Article 7.1, or if the Customer has not kept the goods available for inspection by Kemin in accordance with Article 7.2, the Customer shall be deemed to have irrevocably accepted the goods delivered.
- 7.4 If, after inspection, Kemin agrees that any of the goods are defective or nonconforming with the Accepted Order and/or the specifications of the goods, Kemin will use its commercially reasonable efforts to replace such goods at no additional cost to the Customer. This shall be the Customer's sole remedy for any defective or nonconforming goods. Replacement cannot be considered as a delay of the nonconforming Accepted Order.

ARTICLE 8 USE

- 8.1 Kemin is not liable for damage caused to persons, goods and/or animals, which results from the improper use of the goods sold by Kemin. Neither can Kemin be held responsible for the results of improper or negligent processing of goods purchased under the Agreement by the Customer and the final product sold by the Customer.
- 8.2 The Customer acknowledges that:
 - i) the Customer holds the full responsibility for the specific use of the goods, 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;
 - ii) the use of Kemin's goods in certain applications requires specific (governmental) approval in some countries; the Customer is solely responsible for obtaining such approval; and
 - iii) the Customer holds the full responsibility that its use of the goods does not infringe patents or other third-party rights. Kemin disclaims any liability in connection herewith.



ARTICLE 9 LIMITED WARRANTY

- 9.1 Kemin warrants and represents that:
- i) it has title to the goods;
 - ii) the goods are free of any third-party liens or encumbrances;
 - iii) at the time of transfer of the goods from Kemin to the Customer, the goods comply with the specifications as set out in the product data sheets, which the Customer has acknowledged and approved, in effect at the time of the conclusion of the Agreement (product data sheets may be subject to change); and
 - iv) the goods as sold as well as the production of the goods do not infringe third-party patent rights.
- 9.2 This warranty shall apply only to the goods received by the Customer in the same unbroken package as actually shipped by Kemin. Whether intentional or accidental, any breakage, leakage, or subdivision that will have a direct bearing on the quality and characteristics of the goods, as well as any storage or handling inconsistent with Kemin's storage and handling instructions concerning the goods, shall render this warranty null and void with respect to the goods so affected.
- 9.3 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 goods and any warranty arising by law, out of any course of dealing or performance, custom or industry standard.
- 9.4 Kemin does not authorize the Customer or any other person to make any warranties on behalf of Kemin regarding Kemin's goods. No warranties of any kind by the Customer or any other person shall be binding upon Kemin.
- 9.5 The period of validity of the warranty will commence on the date of delivery by Kemin and will lapse on the expiration date of the goods as mentioned on its product label.
- 9.6 A warranty claim is only valid if:
- i) The Customer has notified Kemin promptly upon discovery of the alleged warranty claim in writing, without delay and within the validity period of the warranty, of the alleged circumstances leading to the warranty claim to be proven by the Customer;
 - ii) The Customer specifies and supports its warranty claim;
 - iii) The Customer has to include all supporting evidence and documentation; and
 - iv) The notice is sent in accordance with O.
- 9.7 The Customer will keep the alleged noncomplying goods available until Kemin has had the opportunity to inspect them;
- 9.8 In the absence of such timely and valid warranty claim in accordance with Article 9.6, or if the Customer has not kept the goods for inspection by Kemin in accordance with Article 9.7, the Customer shall be deemed to have irrevocably accepted the delivery.

ARTICLE 10 INDEMNIFICATION

- 10.1 Kemin shall indemnify, defend and hold the Customer harmless from all costs related to breach of the limited warranties in Article 9.1 and product liability claims under applicable mandatory statutory provisions where it is established that such liability arises directly from defects in goods when used in accordance with its intended use and relevant safety documentation.
- 10.2 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 any Accepted Order, except if specifically covered by the limited warranties in Article 9.1.

ARTICLE 11 LIMITATION OF LIABILITY

- 11.1 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.
- 11.2 Notwithstanding any provisions to the contrary in applicable law, Kemin's maximum cumulative liability, if any, under or in connection with the performance of the Agreement shall not exceed the amount of the purchase price of the goods or services ordered via Accepted Orders in the preceding twelve (12) months.



ARTICLE 12 FORCE MAJEURE

- 12.1 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, 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.
- 12.2 In any such 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.
- 12.3 In any such event, Kemin shall have the right to apportion its production and deliveries among its customers as it sees fit in its sole discretion.
- 12.4 In any such event, Kemin has the right to suspend or terminate totally or partially the Agreement without (i) being held liable, or (ii) owing any pay fees or damages to the Customer, or (iii) having to refund amounts already paid by the Customer.
- 12.5 A Party claiming force majeure must provide a notice to the other Party, evidencing the situation of force majeure within ten (10) calendar days of its occurrence and that Party must use all commercially reasonable efforts to mitigate the effects of Force Majeure.

ARTICLE 13 TERMINATION OF THE AGREEMENT

- 13.1 **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.
- 13.2 **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.
- 13.3 In case of early termination as stipulated in articles 13.1 to 13.2, 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.
- 13.4 The termination of the Agreement does not discharge the Customer from the obligation to pay all outstanding amounts under the Agreement.

ARTICLE 14 CONFIDENTIALITY

- 14.1 The Customer shall treat all information and documents provided by or on behalf of Kemin under the Agreement as confidential. All such information shall be used by the Customer only for the purposes of the Agreement. The Customer shall protect Kemin's information using not less than the same degree of care with which it treats its own. The Customer shall, upon Kemin's demand, and at the latest upon the termination of the Agreement, promptly, at Kemin's sole discretion, destroy or return to Kemin all such information. The Customer shall not retain any copy thereof.
- 14.2 The existence and the content of the Agreement shall be treated as confidential by the Customer.

ARTICLE 15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 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, 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 any designs, drawings, samples and documents delivered by Kemin to the Customer or in any other way relating to Kemin's goods and services are and shall always remain the exclusive property of Kemin.
- 15.2 The Customer is not entitled to use any Intellectual Property Rights, unless with prior written approval of Kemin and in accordance with Kemin's instructions.
- 15.3 The sale of the goods 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 products, except that the Customer shall have an implied license to the Intellectual Property Rights to use goods bought from Kemin for the purpose stated in the product documentation unless otherwise agreed by Kemin in writing.

ARTICLE 16 ASSIGNMENT - SUBCONTRACTING

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.

ARTICLE 17 INVALIDITY

If one or more provisions of the T&C are entirely or partially null, invalid or unenforceable, this shall not affect the validity or enforceability of other provisions of the Agreement, and Parties shall enter into good faith negotiations on substitute provisions or solutions which approach the null, invalid or unenforceable provision as to its content and substance as closely as possible, taking into account the intent of the Parties.



ARTICLE 18 NOTIFICATION

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.

ARTICLE 19 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 20 JURISDICTION – APPLICABLE LAW

- 20.1 The Agreement, as well as the T&C included therein, shall be construed and interpreted in accordance with the laws of Belgium. Parties expressly agree that the United Nations Convention on Contracts of the International Sale of Goods (CISG) does not apply.
- 20.2 Any dispute between the Parties arising out of or related to the Agreement or the interpretation thereof which they have been unable to resolve by good faith negotiations shall be exclusively and finally settled by the competent courts of Antwerp, section Antwerp (Belgium).