

GENERAL PURCHASING CONDITIONS KEMIN NUTRISURANCE EUROPE S.r.l.

Article 1 – Definitions

- Kemin Nutrisurance Europe S.r.l., a company under Italian law, with registered office situated at 25124 Brescia, Via Cefalonia 70 (ITALY), registered with company number 03075300982.
- Seller: the party that provides goods and/or services to Kemin Nutrisurance Europe S.r.l. by virtue of the contract.
- Parties: the contracting parties to the Contract, i.e. Kemin Nutrisurance Europe S.r.l. and the Seller.
- Contract: every written consensus between Kemin Nutrisurance S.r.l. and the Seller aimed at the supply of goods and/or the performance of services for Kemin Nutrisurance Europe S.r.l..

Article 2 – Applicability

These general purchasing conditions apply to all requests, offers and contracts relating to the supply of goods and/or the performance of services – irrespective of their nature – for Kemin Nutrisurance Europe S.r.l. by the Seller. These conditions always take precedence over all other general conditions - irrespective of their name - of the Seller, and this irrespective of the time at which the general conditions of the Seller are handed over. No departures to these general purchasing conditions are binding unless such a departure has been expressly accepted in writing by Kemin Nutrisurance Europe S.r.l. .

Article 3 - Occurrence of the Contract

Requests for prices and quotations by Kemin Nutrisurance Europe S.r.l. are entirely without obligation. A Contract with the Seller only comes into being if the quotation or offer of the Seller has been accepted in writing by Kemin Nutrisurance Europe S.r.l., or if Kemin Nutrisurance Europe S.r.l. places an order with the Seller that has been accepted unconditionally in writing. Acceptance of an order by the Seller shall mean acceptance of these general purchasing conditions as a component of the Contract.

Article 4 - Changes

The goods and services shall be supplied as described in the order form. The Seller shall not make or execute any unilateral changes regarding the subject, nature and specifications (e.g., dimensions, weights, numbers, levels, percentages, etc) of the delivery without the prior express written consent of Kemin Nutrisurance Europe S.r.l.. In the event of any differences regarding e.g. the dimensions, weights, numbers, percentages, etc, Kemin Nutrisurance Europe S.r.l. reserves the right, without a default notice or legal intervention and with reservation of all her rights to renounce the Contract or to sever it unilaterally if it has already come into being. The Seller shall then be bound to repay the price or part of it already paid within the 10 days thereafter, whereby the aforementioned sum shall be increased by interest of 12% per year, without legal intervention or a prior default notice, starting from the date of payment of the sum concerned by Kemin Nutrisurance Europe S.r.l..

Article 5 - Prices and payment

All prices are/shall always be expressed net in € and fixed unless agreed otherwise in writing. A unilateral price increase on the part of the Seller shall give Kemin Nutrisurance Europe S.r.l., the right to cancel the Contract without legal intervention. The price includes all costs and surcharges, including (not exhaustive) the costs of loading, transport, unloading, insurance, administration, sales taxes and import duties, as well as the costs of packaging, except those of the loan packaging.

Kemin Nutrisurance Europe S.r.l. shall pay for the goods supplied within sixty (60) days of receiving the invoice, unless agreed otherwise in writing. The burden of proof for the sending of the invoice and receipt by Kemin Nutrisurance Europe S.r.l., lies with the Seller. The simple entry of the invoice in the outgoing invoice book of the Seller is insufficient. If Kemin Nutrisurance Europe S.r.l., has not made payment within the stipulated period, any compensation owed by Kemin Nutrisurance Europe S.r.l., may never be more than 6% on an annual basis, starting from the receipt of the written default notice. Any bank charges that are charged shall be to the charge of the Seller. The Seller must

always take receipt of a part of the debt. Payments from Kemin Nutrisurance Europe S.r.l., shall be charged to the principal of the debt rather than the interest. Non-payment or only partial payment of an invoice by Kemin Nutrisurance Europe S.r.l. on the due date, shall not make the balance due on any other invoices not yet payable, and shall not under any circumstances give the Seller the right to suspend the execution of any other deliveries. The costs and fees attached to the collection of an invoice by the Seller may never be recovered from Kemin Nutrisurance Europe S.r.l. If the Seller does not observe one of its obligations, Kemin Nutrisurance Europe S.r.l. always reserves the right to suspend the payment of (the balance of) the price, and this without a prior default notice and without compensation on the part of Kemin Nutrisurance Europe S.r.l. .

Article 6 – Warranty

The Seller guarantees that the goods are of good quality and meet the specific requirements as agreed with Kemin Nutrisurance Europe S.r.l., or if nothing has been agreed in this respect, the specifications, properties and requirements that are normally placed on goods and/or services in trade. Kemin Nutrisurance Europe S.r.l., shall only be deemed to accept the condition of the goods supplied and any visible defects, if they are not protested within 30 working days following the delivery. Kemin Nutrisurance Europe S.r.l. shall only be bound to place the Seller in default within a reasonable period following the discovery of a hidden defect. If the goods or services are affected by a hidden defect, then the Seller shall always owe indemnification to Kemin Nutrisurance Europe S.r.l., irrespective of the time at which the defect is discovered by Kemin Nutrisurance Europe S.r.l.. Notwithstanding any attempts to achieve an amicable settlement, as well as during acts of investigation regarding the defect with or without due hearing of the parties, Kemin Nutrisurance Europe S.r.l. shall always have the right to make a claim to the court and shall also be entitled to compensation for all the damage caused by the defect, without any default notice being required. In addition Kemin Nutrisurance Europe S.r.l. reserves the right to return the goods to the charge and at

the risk of the Seller, if they exhibit defects or do not satisfy the requirements, even when they come to light during the processing of them, without prejudice to the right of Kemin Nutrisurance Europe S.r.l. to replacement and/or additional compensation. The signature of a delivery form or any other similar document cannot in any way be interpreted as an acceptance of any nonconformity or defect. The Seller undertakes with respect to Kemin Nutrisurance Europe S.r.l. and subsequent buyers or users, including the - final - consumer, of the goods supplied (in a processed state or otherwise) to fully compensate the damage that they may suffer as a result of a defect in the good supplied, or other shortcoming of the Seller in the observance of his obligations under the Contract, or as a result of a wrongful act and the Seller shall indemnify Kemin Nutrisurance Europe S.r.l., for any liability for such damage.

California Supply Chain Act: Seller represents that it complies with all laws regarding slavery and human trafficking in all countries in which it does business, in compliance with the California Transparency in Supply Chains Act of 2010.

Article 7 - Packaging and transport

The goods have to be packaged and marked in accordance with the legal requirements, as well as any supplementary requirements of Kemin Nutrisurance Europe S.r.l. and attuned to the nature of the goods and the transport method, so that they reach the place of delivery in a good condition. The Seller is responsible for any damage and loss occurring during or further to the transport. The packaging becomes the property of Kemin Nutrisurance Europe S.r.l. upon delivery, unless this last-mentioned foregoes this, or the Seller has marked the packaging as reusable. If a deposit is attached to the reusable packaging, this must be stated as such on the invoice.

Article 8 - Delivery

Deliveries shall be made in the warehouse of Kemin Nutrisurance Europe S.r.l. at the agreed time of delivery at the agreed address as mentioned on the purchase order. If the agreed delivery date is exceeded, the Seller shall immediately notify Kemin

Nutrisurance Europe S.r.l. of the delay and Kemin Nutrisurance Europe S.r.l. shall have the choice to demand the execution of the order with the right to compensation on account of the delayed delivery, or to immediately declare the Contract cancelled without legal intervention. In both cases Kemin Nutrisurance Europe S.r.l. shall also be entitled to compensation for the damage suffered. If Kemin Nutrisurance Europe S.r.l. decides to cancel the Contract, Kemin Nutrisurance Europe S.r.l., shall be entitled to the repayment of all sums already paid. As of the cancellation, Kemin Nutrisurance Europe S.r.l. shall be entitled to supply itself from elsewhere. All transport costs relating to the deliveries of goods and/or services shall be to the charge of the Seller (free delivery) unless otherwise stipulated on the purchase order of Kemin Nutrisurance Europe S.r.l. He shall also be responsible for any export and import formalities to his own charge. Damage or loss upon loading, during transport or upon unloading, of whatever nature or due to whatever cause, shall be to the charge and at the risk of the Seller, who shall replace all goods that are damaged or lost to his charge. The Seller guarantees that the goods and/or services supplied are free of all charges, restrictions and claims of third parties, including restrictions that could arise from patents, copyright or other intellectual property rights, except for charges, restrictions and claims that Kemin Nutrisurance Europe S.r.l. has expressly accepted in writing.

Article 9 – Transfer of risk and ownership

The ownership and risk of the goods supplied to Kemin shall be transferred to Kemin Nutrisurance Europe S.r.l. at the time at which these goods are (deemed to be) delivered to Kemin Nutrisurance Europe S.r.l., provided that the goods are approved by Kemin Nutrisurance Europe S.r.l. and satisfy the Contract. The Seller guarantees that the complete and unencumbered ownership shall be transferred. If Kemin Nutrisurance Europe S.r.l. does not approve the goods supplied, does not find them in order upon inspection, or invokes the right to cancel the Contract or a replacement of the goods supplied, the goods supplied shall remain the property and to the risk of the Seller. The Seller bears the risks of

loss, damage or destruction of the goods and/or services up until the time that the ownership of the goods and/or services transfer to Kemin Nutrisurance Europe S.r.l.. If Kemin Nutrisurance Europe S.r.l. provides goods such as raw materials, auxiliary materials, tools, drawings, specifications and software to the Seller for the observance of the obligations of the Seller, they shall remain the property of Kemin Nutrisurance Europe S.r.l.. The Seller shall keep the goods concerned, separate from goods that belong to him or third parties, in a sufficiently secure place to prevent damage, theft, etc, of these goods. The Seller shall mark them as the property of Kemin Nutrisurance Europe S.r.l. . No stipulation of reservation of ownership on the part of the Seller shall be accepted by Kemin Nutrisurance Europe S.r.l.

Article 10 - Guarantees

During the performance of the contract, the Seller may not require payment guarantees from Kemin Nutrisurance Europe S.r.l. under any circumstances.

Article 11 - Limitation of actions

Every right to the Seller to make a claim and to statute defense with respect to Kemin Nutrisurance Europe S.r.l. shall expire and lapse after the passage of one year after the occurrence of the claim. If a shorter period legally applies then this short period shall apply.

Article 12 - Termination of the contract

If the Seller does not promptly or properly observe his obligations arising from the Contract and/or these general purchasing conditions, as well as in the event of his bankruptcy, acquisition or any similar situation to the Seller's this, the Seller shall be in default without legal intervention, and Kemin Nutrisurance Europe S.r.l. shall be entitled to unilaterally terminate the Contract, entirely or partially, without a default notice and without legal intervention. Likewise Kemin Nutrisurance Europe S.r.l. may suspend the payment obligations and/or entirely or partially assign the performance of the Contract to third parties, without Kemin Nutrisurance Europe S.r.l. being bound to pay any

compensation, without prejudice to any additional rights of Kemin Nutrisurance Europe S.r.l., including the right to full compensation and reimbursement of the costs incurred. All claims that Kemin Nutrisurance Europe S.r.l. has in these cases with respect to the Seller shall be immediately and completely payable. If the Seller invokes a non-imputable shortcoming, Kemin Nutrisurance Europe S.r.l. shall be entitled to terminate the Contract in accordance with the provisions of this article. In case of unforeseen circumstances Kemin Nutrisurance Europe S.r.l. reserves itself the right to cancel the order in case of force majeure, for example but not limited to, when a government enacts special rules or laws, strike, fire, calamity and any other causes independent of the will of Kemin Nutrisurance Europe S.r.l..

Article 13 - Disputes

In the event of a dispute between Kemin Nutrisurance Europe S.r.l. and a Seller without registered office in Italy, or without a branch in Italy, who is assisted by a lawyer/legal counsel with his practice/office in Italy, this Seller shall always be deemed to have chosen its address for the service of process at the practice/office of this lawyer/legal counsel. These general purchasing conditions, as well as every Contract between the Seller and Kemin Nutrisurance Europe S.r.l., shall be governed by Italian law. Any disputes to which this Contract and/or these general purchasing conditions may give rise shall come under the exclusive jurisdiction of the court of Brescia, Italy.

Article 14 – Compliance with Laws

Seller represents and warrants that all of the goods or services herein specified or the performance of any work pursuant to this Contract is and shall be subject in all respects to and in compliance with all laws, rules, regulations and ordinances, proclamations, demands, directives, executive orders, or other requirements of the local, state, federal and regional governments and all subdivisions thereof, as applicable, which now govern or may, as a result of amendment or otherwise, hereafter govern the manufacture, sale

or delivery of the goods, materials or supplies contemplated by this contract. The goods or services comprising each shipment or other delivery hereafter made by the Seller named in this Contract to or on the order of Purchaser are hereby guaranteed, as of the date of such shipment or delivery to be on such date, not adulterated or misbranded, and able to sold in the market for which the goods are intended.

Article 15 - Invalidity

If one or more provisions of these general purchasing conditions are entirely or partially invalid, then the other provisions shall continue to apply in full.