

GENERAL TERMS AND CONDITIONS CHAMPRIX B.V.

1. Applicable terms and conditions

1.1. Unless explicitly agreed otherwise in writing, all performances agreed between Champrix B.V. (hereinafter to be referred to as: “Champrix”) and the buyer/ supplier and the underlying legal relationship are subject to the following terms and conditions exclusively. Champrix rejects the full and/or partial applicability of the general terms and conditions of the buyer/supplier.

1.2. (a) All performances agreed and the underlying legal relationship are subject to the general part A.

(b) In addition to part A, sales and delivery by Champrix are subject to part B.1; in the event of performances to be carried out by the quality service of Champrix, in addition to part A, part B.1 and part B.2 will apply; in addition to part A, purchases made by Champrix are subject to part C.

1.3. The General Terms and Conditions with regard to Animal Nutrition of the Dutch Association for Animal Nutrition Products [*Nederlandse Vereniging van Diervoederproducenten (Nevedi)*] are not applicable.

A. General part

2. Limitation of liability

2.1. (a) Except in the event of intent or wilful recklessness of Champrix (not including the intent or wilful recklessness of a non-manager) Champrix is not liable for damage, unless in the branch in which Champrix is active, it is usual to conclude an insurance policy with regard to the damage from which the liability arises. In this case, the sum with regard to which Champrix is liable will not exceed the sum that the insurance company will pay, increased by the sum of any possible own risk to be borne by Champrix on the grounds of that insurance policy.

(b) In the event that in a particular case, for any reason whatsoever, the insurance company fails to compensate or fully compensate the damage, the liability of Champrix will be restricted to a sum of € 45,000 at the maximum.

2.2. That stipulated in paragraph 1 will also apply with regard to the personnel of Champrix and persons (including intermediaries) called in by Champrix for whom Champrix is liable on the grounds of the law, common practice or common opinion.

3. Applicable law; competent court

3.1. Agreements concluded are subject to Dutch law exclusively. The applicability of the Vienna Sales Convention is explicitly ruled out.

3.2. All disputes that may arise between the parties will be settled by the competent court of the place of business of Champrix according to its articles of association.

B.1 Sales and delivery conditions

4. Offers

4.1. All prices and offers etc. to be mentioned by or on behalf of Champrix orally or on price-lists, in newspapers or weekly magazines, periodic announcements, letters, telegrams etc. are completely non-committal and not binding for Champrix in any way whatsoever, unless Champrix has confirmed or stated otherwise in writing.

5. Delivery and risk

5.1. The goods will be supplied by Champrix ex works unless agreed otherwise.

5.2. At the time of the actual delivery of the goods by Champrix, the ownership of the risk thereof will pass to the buyer with observation of that stipulated in Article 6.

5.3. Delivery times stated by Champrix will apply approximately at all times.

5.4. In the event that the buyer refuses to take receipt of the goods purchased without a valid reason or moreover fails to fulfil any obligation pursuant to the agreement, without judicial intervention, Champrix will have the right to dissolve the agreement, without prejudicing its right to compensation for the damage

suffered. By a valid reason is understood a situation whereby that supplied by Champrix fails to correspond with the specifications agreed. The foregoing will be assessed by Champrix.

6. Price and payment

6.1. In the event that the delivery of goods on the grounds of the agreement takes place three months following the date of the agreement, Champrix will be entitled to increase the price agreed in the event that price-increasing costs are charged on to Champrix by third parties.

6.2. Payment of the price to Champrix must take place on the due date stated on the invoice at the latest. The buyer will not be entitled to any setting off.

6.3. In the event that the buyer fails to pay prior to the due date agreed, it will be deemed to be in default by operation of law and without further notice of default, Champrix will be entitled to charge the buyer, as of the due date, with interest including a penalty equal to the statutory interest increased by 5%, as well as the costs actually incurred in connection with the collection of the sum demanded.

6.4. In the event that a buyer enters into agreements with Champrix in any collaborative venture, in addition to the buyer, the other party or parties involved in the collaboration will be jointly and severally liable.

7. Retention of title and Right of Recovery

7.1. All goods supplied by Champrix in connection with the agreement will remain the property of Champrix up to the time of full payment of that being owed to Champrix by the buyer on the basis of the agreement, including interest and costs.

7.2. In the event of indications that the buyer will not pay or will not pay on time, Champrix will be entitled to recover the goods supplied without delay at the expense of the buyer. The buyer must grant its full cooperation herewith, failure of which will result in the buyer forfeiting to Champrix penalty payment of 10% of the sum due each day that the buyer remains in default.

7.3. In the event that third parties wish to establish rights or lay claim to goods on which the right of retention of Champrix rests, the buyer must notify Champrix hereof without delay and to inform the third parties of the right of retention of Champrix.

8. Guarantee

8.1. Champrix will replace or repair durable goods with regard to which a guarantee has been granted, if these goods have defects that are the direct result of the use by Champrix of defective material or the defective manufacture or composition by Champrix.

8.2. The guarantee set out in paragraph 1 is restricted to the defects referred to therein that have arisen within six months after actual delivery, unless explicitly agreed otherwise in writing.

8.3. The invocation of the guarantee must be made to Champrix in writing within eight days as of the time at which the buyer could have reasonably established the defect. In the event that this term is exceeded, all guarantees will cease to apply, unless the buyer shows that the fact that the term was exceeded was not attributable to the buyer.

8.4. The guarantee for goods that Champrix has not manufactured itself is limited to the guarantee that Champrix appears to be able to realise with regard to its suppliers.

8.5. Defects arising due to the actions or omissions of the buyer, including defects that are the result of the use of items that are (absolutely or relatively) unsuitable for storage, treatment, or other exposure of the goods are not covered by the guarantee.

8.6. In the event that the buyer fails to fulfil its obligations in the agreement concluded with Champrix, all rights of guarantee as referred to in this article will be suspended and in the event that the buyer fails to fulfil his obligations as referred to within one month of the right of guarantee arising, the guarantee will cease to apply. In the event of the buyer invoking the guarantee, the obligations of the buyer will continue to apply without prejudice.

9. Notification of objections

9.1. (a) Objections in connection with confirmation of orders and invoices, as well as in connection with short delivery, wrongful performance and externally observable defects must be submitted to Champrix in writing as soon as possible after the receipt of such documents and/or after the actual delivery of the

goods, but in any case within a period of 8 days. Objections in connection with non-externally observable defects to the goods must be submitted to Champrix in writing as soon as possible after the time at which the buyer was reasonably able to establish the defect, but in any case within a period of 2 weeks after the discovery of the defect.

(b) In the event that the objections are not submitted on time, all entitlement to the guarantee of Champrix will cease to apply, unless the buyer can show that the exceeding of the term is not attributable to the buyer.

9.2. According to its ability, Champrix will lift the consequences of the objections it accepts, or in return for the buyer handing in to Champrix the goods concerned, pay to the buyer the cost price or if this is higher than the cost price, the current market price, or part thereof, depending on the nature of the inadequacy.

10. Forfeiture of rights

10.1. The possibility of the buyer instituting any legal proceedings or bringing a dispute before the court with regard to or in connection with the agreement between the parties will cease to apply and/or be precluded by the lapse of time on the lapse of one year after the cause of the dispute arose.

11. Force majeure

In the event of force majeure applicable to Champrix, Champrix will be entitled either to suspend the execution of the agreement or to terminate the agreement without enabling the buyer to derive any rights to compensation therefrom.

By force majeure is understood all circumstances independent of the will of Champrix. This includes in any case strikes held by and illnesses suffered by employees of Champrix or auxiliary persons called in by Champrix and the malfunctioning of computers, computer systems or production systems at Champrix or with auxiliary persons called in by Champrix.

B.2 Quality inspection

Insofar as not in violation with the afore-mentioned general terms and conditions applicable to sale and delivery, agreements and legal relationships concerning performances to be carried out by the Laboratory Services Department of Champrix will also be subject to the following terms and conditions incorporated into Articles 12 to 17.

12. Change of order

12.1. In the event that changes to the original orders, of any nature whatsoever made by the buyer in writing or orally lead to a reduction of the work to be carried out by the Laboratory Services Department, Champrix will be entitled to charge the buyer with compensation for damages, which compensation will be equal to 50% at the minimum of the sum agreed for the work no longer to be carried out.

13. Samples

13.1. The buyer is obliged to provide the Laboratory Services Department with samples of the substances and/or products to be examined by the Laboratory Services Department properly packaged and with a proper list of contents with observation of the applicable norms and prescriptions. The Laboratory Services Department is entitled to refuse samples that fail to comply with the foregoing. If as a result of the failure to comply with the aforementioned requirements of Champrix damage should arise, the buyer will be fully liable for this damage.

13.2. The Laboratory Services Department can use samples at its own discretion and can at no time be held liable for loss or damage.

13.3. Unless agreed otherwise, the Laboratory Services Department has the choice of destroying or keeping the remains of a sample or returning them to the buyer.

14. Implementation

14.1. Champrix is permitted at all times to carry out similar/ the same work for different buyers, each separately, unless explicitly agreed otherwise.

14.2. The Laboratory Services Department determines the way in which and the method and equipment with which work the work is carried out. If in this connection the Quality Service acts at the explicit request

or on the explicit instructions of the buyer, the buyer will be fully responsible with regard to the matter at hand.

14.3. Champrix is free to cause the work to be fully or partially carried out by third parties under the responsibility of Champrix. If however, the buyer had agreed in writing in advance to cause (part of) this work to be carried out by this third party or these third parties, Champrix will be discharged of all responsibility with regard hereto.

15. Results

15.1. The buyer will use the results of work carried out by Champrix consisting of research results, advice issued or information or in any other form whatsoever for its own benefit exclusively. The buyer will not use the results for publication in any way whatsoever and will not include them in documentation accessible to third parties, unless the results have been incorporated by Champrix in a certificate intended for this purpose or unless Champrix has granted written permission for this purpose.

15.2. The buyer will indemnify Champrix for all claims made by third parties of any nature whatsoever with regard to damage suffered by them as a result of or flowing from the applicability of the use of any result by the buyer or any third party.

15.3. Champrix is obliged to observe confidentiality with regard to the results and will not therefore make them known to third parties other than as a result of a legal obligation or a judicial order. In variation to the foregoing, Champrix is entitled to use the results for comparative reference, statistical or other research purposes, on the understanding that the name of the buyer will at no time be thereby made known.

16. Industrial and intellectual property rights

16.1. All rights to inventions, working methods and such-like made or developed by Champrix for or in response to an order placed by a buyer will accrue to Champrix.

17. Confidentiality

17.1. The buyer is obliged to observe confidentiality with regard to all that which has become known to the buyer on implementing the agreement with regard to the Laboratory Services Department and the working methods used by the Laboratory Services Department.

C. Purchase conditions

18. Realization agreement

18.1. An agreement is only realized in the event that Champrix confirms the order to the supplier in writing or in the event that the supplier confirms the order in writing.

19. Delivery

19.1. In the event that the supplier expects that the time of delivery will be exceeded, it will notify Champrix hereof in writing without delay, giving reasons.

19.2. Delivery will take place within the term agreed. In the event of late delivery, Champrix will be entitled to demand that the supplier pays a penalty of 1% (one percent) of the total value of that deemed to be delivered each week of delay, such up to a maximum of 5% of this sum. These penalties will apply explicitly as a lump sum in compensation meaning that the right of Champrix to demand fulfilment of the obligation will remain unprejudiced.

20. Guarantees supplier

20.1. The supplier guarantees that the goods supplied are free of visible and hidden defects, that they function properly for the purpose for which they have been purchased and that they fully correspond with the description given in the order. The supplier will correct all defects occurring at its own expense and risk at the first notification and to the satisfaction of the customer.

20.2. The supplier guarantees that the goods comply with the legal requirements.

20.3. The supplier guarantees that the goods and appurtenances purchased are free of all exceptional encumbrances and restrictions such as patent right, trademark right, copy right or other rights of third parties.

20.4. The supplier indemnifies Champrix for all claims made by third parties that may relate to any breach of exceptional encumbrances and will compensate to Champrix all losses that are the result of the claims of third parties.

21. Inspection

21.1. Champrix is entitled to inspect the goods at all times. This can take place prior to delivery or during or after delivery. The usual inspection requirements applicable in the branch will apply unless an agreement between the parties or that intended by Champrix indicates otherwise.

21.2. In the event that the goods are fully or partially declared unfit, Champrix will notify the supplier hereof and the costs of the inspection will be at the expense of the supplier.

22. Transfer of ownership

22.1. The ownership of the goods will pass to Champrix at the time that the risk with regard to the goods supplied is passed.

23. Liability for products of the supplier

23.1. The supplier is liable for all damage suffered by Champrix or third parties as a result of a defect to the product supplied or the action or omission of the supplier, its personnel or those persons involved with the execution of the agreement by the supplier.

23.2. The supplier indemnifies Champrix for claims made by third parties to compensation for damage suffered on the grounds of liability as referred to in the previous paragraph.

23.3. For the applicability of this article, personnel and staff of Champrix will also be designated as third parties.

24. Breach of contract

24.1. In the event that the supplier fails to fulfil or fails to fulfil on time one or more than one of its obligations flowing from the agreement or other agreements flowing therefrom or fails to observe its obligations, also in the event of bankruptcy or suspension of payment and in the event of the closing down, winding up or take-over or any other related comparable situation of the company of the supplier, the supplier will be in default by operation of law.

24.2. Champrix will in this case be entitled to fully or partially dissolve and/or terminate the agreement unilaterally without a notice of default and without requiring judicial intervention and/or to suspend the payment obligation and/or to fully or partially assign the implementation of the agreement to third parties, without Champrix being obliged to pay any damages and without prejudicing any further entitlement of Champrix.