

The headings in these General Conditions are inserted for ease of reference only and no rights may be derived from them.

GENERAL CONDITIONS OF DELIVERY AND SALE OF MAAS REFINERY B.V.

Article 1 General

- 1.1 These General Conditions are applicable to all agreements entered into by Maas Refinery B.V., established in Rotterdam (The Netherlands), on 1e Welpaatsdarsweg 2, ("Maas Refinery") for the purpose of receiving, treating, processing, packaging and storing vegetable oils and fats, except where Parties explicitly deviate from them in writing.
- 1.2 The general conditions of the Client, if any, are not applicable.
- 1.3 In these General Conditions:
- "Maas Refinery" shall mean the company that undertakes to carry out or cause to carry out one or more of the activities mentioned below.
 - "Client" shall mean the party that, either for itself or for others, instructs Maas Refinery to carry out the below-mentioned activities.
 - "Products" shall mean vegetable oils and fats offered to Maas Refinery for treatment and processing, and any by-products and end products that are the result of such treatment and processing.
 - "Treatment and processing" shall mean the refining and any other treatment the Products undergo at Maas Refinery, including the melting, pouring, storing, packaging and shipping thereof.

Article 2 Offers

All offers are subject to contract unless Maas Refinery explicitly states otherwise. All offers are based on the information Client provides with its application. All price lists, brochures and any other information that accompany an offer are as accurate as possible but Maas Refinery shall in no event be bound to them.

Article 3 Orders

- 3.1 The Client shall ensure that Maas Refinery is provided with all information it may reasonably require in order to be able to adequately execute an order or agreement. The Client warrants the accuracy of the provided information. Maas Refinery may suspend the execution of an order or agreement for as long as the Client has not provided the above-mentioned information. The Client shall compensate any and all loss Maas Refinery might suffer due to the Client's failure to provide Maas Refinery with the information or to do or to have done so in time. The Client warrants the accuracy of the information it has provided to Maas Refinery. If there is a discrepancy in the information provided to Maas Refinery and the actual state, any and all loss resulting from this shall be for the Client's account. Unless expressly agreed otherwise the Client shall in no event require Maas Refinery to use aids or tools of a specific brand, or of a specific quality.
- 3.2 Maas Refinery shall only be bound to an agreement if it has received a written order confirmation from the Client, signed for approval.
- 3.3 Orders shall only be regarded as such if accepted in writing by Maas Refinery; the absence of such written confirmation may however not be held against Maas Refinery.
- 3.4 A written order confirmation given by Maas Refinery, together with these General Conditions, shall constitute the full agreement between the Parties.

Article 4 Delivery of products for processing

- 4.1 Maas Refinery accepts the Products ex warehouse, or ex transport, in the state in which they are.
- 4.2 Maas Refinery may refuse Products that in its opinion may cause danger or injuries to people or damage to goods or premises, or serious environmental nuisance, even if an agreement has already been concluded with respect to those Products.
- 4.3 With respect to Products that are in a damaged or defective state upon delivery Maas Refinery shall have the right, but shall

not be obliged, to look after the interests of the Client and to undertake repair for the account and risk of the Client. Client shall not derive any rights towards Maas Refinery from the manner in which Maas Refinery executes this.

- 4.4 Maas Refinery does not accept any liability towards the Client regarding the characteristics, composition, purity, and quantity of the Products upon delivery.
- 4.5 Maas Refinery shall be entitled to damages and/or compensation of loss of profit and/or other costs and losses caused by the fact that Products offered for treatment and processing were not delivered at the agreed time or if the Products are not in compliance with the laws and/or regulations as referred to (inter alia) in article 7.4 of these General Conditions.
- 4.6 The moment of delivering Products for processing is scheduled by Maas Refinery. Any agreements regarding the delivery times are by approximation only and shall not prevent Maas Refinery from setting the delivery time at an earlier or later date than what was originally agreed.
- 4.7 Maas Refinery shall not be liable for any costs the Client incurs as a result of the scheduled moment of delivery being brought forward or delayed.

Article 5 Delivery of processed product

- 5.1 Maas Refinery shall make the processed Products available ex factory. Maas Refinery shall at no time be owner of the Products and is not a producer within the meaning of Section 6:185 *et seq.* of the Dutch Civil Code.
- 5.2 The moment of delivering the processed Products shall be exclusively decided by Maas Refinery. Any agreements regarding delivery times are made by approximation only and shall not prevent Maas Refinery from setting the delivery time at an earlier or later date than what was originally agreed.
- 5.3 Maas Refinery may extend the delivery term in the event that Maas Refinery cannot be expected, due to an event of force majeure, circumstances attributable to the Client, or changes in the agreement, or in the conditions for execution, to complete the work within the agreed term.
- 5.4 If the start or execution of the work is delayed due to factors for which the Client is responsible, all loss and costs Maas Refinery incurs as a result shall be for the Client's account.
- 5.5 Unless agreed otherwise in writing, the Client shall take delivery of the Products on the day on which the agreement ends or within 24 hours after the treatment and processing is completed. This applies also in the event of premature termination.
- 5.6 If the Client fails to fulfil the obligation mentioned in article 5.5, Maas Refinery may at all times move the Products to a warehouse for the account and risk of the Client, without prejudice to its right to sell the Products by public sale for the Client's account or to discharge and/or destroy the Products for the Client's account should the costs of the public sale exceed the proceeds, without notice of default or judicial intervention being required.
- 5.7 Maas Refinery shall be entitled to damages and/or compensation of the loss of profit and/or of other expenses and losses caused by the Client's failure to timely retrieve the Products treated and processed by Maas Refinery.
- 5.8 Maas Refinery shall not be liable for any costs or losses the Client incurs due to the Products being ready for delivery earlier or later.

Article 6 Quantities

Taking into account the number of tanks at its disposal and their volumes, Maas Refinery shall bindingly decide the quantity of the Products the Client may supply. For the same reason Maas Refinery shall be free to determine the purchased quantity in terms of total tank content.

Article 7 Inspection

- 7.1 The Client shall provide in writing information regarding the nature, type, quality, composition, temperature, weight, volume, value, origin, hazard category of the Products offered for treatment and processing, and regarding any other characteristics and particulars that Maas Refinery needs to know.
- 7.2 The Client shall be liable for submitting in writing the information referred to in article 7.1 and shall be responsible for the integrity of, among other things, the food safety of the supplied and delivered product. Maas Refinery shall in no event be liable for the accuracy (or inaccuracy) and/or completeness (or incompleteness) of the information and/or for the consequences arising from the written description of the Products submitted by the Client.
- 7.3 Upon inspecting the Products Maas Refinery may refuse the Products if they (i) do not meet the regulations mentioned in article 7.4 or any other regulations that are applicable to the Products, (ii) are not consistent with the Client's description and/or (iii) do not comply with the conditions stipulated by Maas Refinery, without prejudice to its right to recover any and all costs and losses incurred from the Client.
- 7.4 The Client is required, inter alia, to comply with the regulations regarding (i) admission and labelling of GMO's and genetically modified foodstuffs and animal feed, (ii) mentioning the ingredients of foodstuffs included on the list of allergenic products and (iii) sealing and certification of biological products.
- 7.5 If it is established that the Client has in any way made a false statement, the Client shall be liable for any and all loss, including [consequential loss] and any loss suffered by other clients of Maas Refinery.

Article 8 Sample-taking

- 8.1 Maas Refinery may take, for the Client's account, at least two samples of every product offered for treatment and processing before accepting the Products for treatment and processing.
- 8.2 In the event of any disputes regarding the quality of the supplied Products, the samples taken by Maas Refinery and the analysis made of them by Maas Refinery shall be binding.
- 8.3 Maas Refinery may use the information that was obtained from the samples as basis for calculating the fee it is owed.
- 8.4 Provided that the Client has stated its intention timely in advance, the Client, or a person designated by the Client, may be present at the sample-taking.

Article 9 Storage

- 9.1 Maas Refinery does not have its own storage facilities. The Client is responsible for finding storage space itself timely before the processing or treatment of the Products. If so required the services of Maastank B.V. may be engaged for this purpose. The agreement concluded between the Client and Maas Refinery expressly does not include an agreement with Maastank B.V. concerning storage prior to processing and treatment. Maas Refinery shall in no event be liable for any loss or damage resulting from storage prior to processing and treatment.
- 9.2 The Products shall be delivered directly from the tanks of Maas Refinery. Unless otherwise agreed in writing, the Products shall not be stored after processing and treatment.
- 9.3 If the provisions of article 9.2 are departed from in writing, the Client shall state in writing in advance whether specific Products require special storage; failure to do so shall in no event result in Maas Refinery being liable for any loss and/or damage due to faulty storage, if any.
- 9.4 Any storage-related costs shall be for the Client's account.

- 9.5 Storage costs shall be calculated on a monthly basis, whereby part of a month shall be counted as a full month.
- 9.6 Any loss of quality or quantity caused by long-term storage shall in no event be for the account or risk of Maas Refinery.

Article 10 Other forms of processing or treatment

- 10.1 The Client shall state in advance in writing whether certain Products require a special treatment; failure to do so shall in no event result in Maas Refinery being liable for any loss and/or damage due to faulty treatment or processing, if any.
- 10.2 Any costs related to special treatment shall be entirely for the Client's account.
- 10.3 Any loss of quality inherent to the treatment and processing shall in no event be for the account and risk of Maas Refinery.
- 10.4 Any fatty acids released during the treatment and processing shall not be stored separately, but shall be mixed with fatty acids already stored. Unless agreed otherwise in writing, Maas Refinery shall become the owner of the fatty acids as from the delivery date; as from this day Maas Refinery may also decide to sell these by-products.
- 10.5 If it is agreed in writing that the Client shall become the owner of the fatty acids, the Client shall, in principle, only be entitled to financial compensation. This compensation shall be calculated on the basis of the quantity of fatty acids that has been released during the treatment and processing and the current value of the mixed fatty acids.

Article 11 Packaging

- 11.1 Unless agreed otherwise, the Client shall supply the packaging material to Maas Refinery carriage paid.
- 11.2 If it has been agreed that Maas Refinery shall provide the packaging material, the related costs shall be charged, together with a surcharge, to the Client. This shall also be the case with respect to any other extra packaging services provided and the related costs to be incurred in that respect.
- 11.3 Maas Refinery only offers new, unused packaging materials. The Client shall notify Maas Refinery if special packaging and/or packaging techniques are required for the Products; failure to do so shall in no event result in Maas Refinery being liable for any loss and/or damage due to faulty or contaminated packaging, if any.
- 11.4 If the Client wants used packaging materials to be used, or packaging materials to be reused, Maas Refinery shall in no event be liable for any loss and/or damage due to faulty or contaminated packaging, if any.

Article 12 Liability

- 12.1 The Client shall ensure that the Products are fully insured during the entire period as from the moment of delivery of the basic product until the moment of delivery of the by and end products. The Products must in any event be insured against fire, (bio) terrorism and the like.
- 12.2 All storage, packaging, treatment, and processing shall be for the account and risk of the Client, unless the Client demonstrates that the loss is caused by the intent or gross neglect of Maas Refinery. Maas Refinery treats and processes a large amount of products and is unable to guarantee that Products will not be mixed with other products.
- 12.3 To the extent that errors in the treatment and processing are attributable to the intent or gross neglect of Maas Refinery, the liability of Maas Refinery shall be limited to compensating the treatment and processing price and the loss of value of the Products that is demonstrably caused by Maas Refinery, which loss of value shall be determined by Maas Refinery's claims adjuster. Maas Refinery shall in no event be liable for any consequential loss or any other indirect loss.
- 12.4 The Client shall fully indemnify Maas Refinery against any and all loss arising from the presence, use, transport, treatment, and processing of the Client's Products, unless the Client demonstrates that the loss is caused by a wrong treatment on the part of Maas Refinery.
- 12.5 The Client shall indemnify Maas Refinery against any third-party claims brought against Maas Refinery in connection with Products entrusted by the Client to Maas Refinery, or in connection with the treatment and processing of those Products. This indemnification shall

also apply to third-party claims brought under Section 6:185 et seq. of the Dutch Civil Code.

Article 13 Force Majeure

- 13.1 Maas Refinery shall in no event be liable for having failed to fulfil an obligation if it was prevented to do so as a result of a circumstance beyond its control, or of a circumstance that cannot be attributed to it, either by law or contract, or according to prevailing opinion.
- 13.2 The following circumstances shall in any event constitute an event of force majeure for Maas Refinery:
- Changes in quality of the Products as a result of the passing of time, transport, changes in temperature, weather conditions, humidity, dryness factor and air supply.
 - Hidden defects in pipes, pumps, scaffolding, foundations and other appliances.
 - Government regulations or other statutory provisions.
 - Mobilisation, war and kindred risks, rebellion, revolution, epidemics, strikes, work-to-rule, sabotage, import and export bans, bans on transit, or similar impediments.
 - Natural disasters, flooding, water damage, fire, frost, interruptions in the energy supply, defects to machinery, e.g. computer outage.
 - (Bio) terrorism.
 - Any other circumstances that Maas Refinery was in reason unable to avoid.
- 13.3 If there is an event of force majeure Maas Refinery may demand, without judicial intervention being required, either that the agreement be amended in such a manner that it will still be possible to perform it, or that the agreement be terminated entirely or in part, or to have it set aside by the court, without owing the Client any compensation of the loss or having to offer any guarantee. If Maas Refinery has already partially fulfilled its obligations, it may charge the Client a proportional part of the contract price.

Article 14 Termination

- 14.1 If the Client is declared insolvent, is granted a moratorium, or loses the right to dispose of its capital or part thereof due to seizure of goods belonging to it or due to other causes, Maas Refinery may terminate the agreement and cease its activities with immediate effect without judicial intervention or notice of default.
- 14.2 Any mutual claims still outstanding shall become immediately due and payable as a result of such termination. The Client shall be liable for any loss Maas Refinery suffers, including loss of profit, costs of treatment and processing, packaging costs and/or storage costs.

Article 15 Right of retention; right to lien and setoff

By entering into the agreement, the Client grants Maas Refinery a right of retention and to lien and set-off with respect to all of Client's Products and/or sums of money in Maas Refinery's possession, as security for anything Maas Refinery has or will have as claim, regardless of what ground, against the Client or against one or more of Client's group companies.

Article 16 Prices; price changes

All prices quoted in the order confirmation are by approximation only. They only concern the activities listed in the order confirmation, and are subject to future price changes. All unforeseen activities and all costs related to the performance of the order shall be for the Client's account and are charged at Maas Refinery's normal prices and/or rates.

Article 17 Terms of payment

- 17.1 All payments are due within the term stated on the invoice. If this term is exceeded Maas Refinery may charge 1.5% default interest on the outstanding invoiced amounts on a monthly basis, as from the first day following the last day on which the Client was due to take delivery of the Products. Interest with respect to part of a month shall in this event be calculated for the entire month.
- 17.2 The Client shall be charged all extra-judicial and legal collection costs. The extra-judicial collection costs shall amount to at least 15%

of the amount to be collected, plus default interest.

- 17.3 If the Client defaults on its payments, Maas Refinery may either suspend delivery or demand cash payment upon delivery.
- 17.4 Maas Refinery may at all times demand payment in advance or that security be provided with respect to all existing or future claims Maas Refinery has or will have against the Client.

Article 18 Objections

- 18.1 Any objections regarding deficient quantity, quality, packaging and/or improper storage must be submitted to Maas Refinery by registered letter within eight days after delivery.
- 18.2 Any objections made shall not grant the Client the right to suspend payment. The Client waives its right of setoff. No discount is granted on deliveries.

Article 19 Guarantee

- 19.1 Maas Refinery guarantees that it shall use its best efforts in the treatment and processing. In itself, this does not guarantee that any treatment and processing losses and quality forecasts given by approximation in advance shall be met.
- 19.2 Any treatment and processing losses higher, and any quality less, than expected shall be for the Client's account and risk and Maas Refinery shall not be liable to pay any compensation as a result.
- 19.3 Insofar as suppliers of Maas Refinery grant any guarantees, Maas Refinery shall not grant any guarantees that go beyond what these suppliers have granted.
- 19.4 Maas Refinery shall not be liable for fulfilling its guarantee obligations for as long as the Client itself is in breach of any obligation under any agreement concluded with Maas Refinery.

Article 20 Customs and excise duty

- 20.1 The Client shall timely provide all information and documents with respect to any Products that are subject to customs and excise regulations or tax regulations, in order to allow Maas Refinery to file the relevant returns.
- 20.2 All clearance charges shall be for the Client's account. The Client shall indemnify Maas Refinery against any inaccurate and/or incomplete data that have been provided, regardless by whom, to the relevant authorities.

Article 21 Applicable law; disputes

All our agreements are governed by and interpreted in accordance with Netherlands law. Agreements are deemed to have been concluded in the Netherlands. All disputes shall initially be submitted to the civil-law courts in Rotterdam, without prejudice to Maas Refinery's right to submit the matter to a court of its own choosing.

Article 22 Filing

These General Conditions have been filed with the Chamber of Commerce in Rotterdam under number 24419984. These Conditions may also be consulted on the website of Maas Refinery.