

GENERAL TERMS AND CONDITIONS

Van Tuijl Feed Enrichment B.V.

Article 1 Definitions

Van Tuijl: Van Tuijl is the trade name of the private company with limited liability Van Tuijl Feed Enrichment B.V. and/or P.C. Van Tuijl Kesteren B.V. and/or other companies affiliated with it. Van Tuijl is based in Kesteren at Batterijenweg 17 (4041 DA), with email address info@vantuijl.nl. Van Tuijl is registered in the commercial register of the Chamber of Commerce under number 67489427 and its VAT number is NL857023962B01.

Van Tuijl is GMP-approved under registration number GMP052056.

Van Tuijl trades in animal feed and animal feed ingredients, produces them for third parties and processes, and stores and tranships animal feed and animal feed ingredients.

Other party: the other party, the buyer, the customer, the client.

Article 2 General

- 2.1 These general terms and conditions apply to all agreements entered into by Van Tuijl with and offers made by Van Tuijl to the Other Party.
- 2.2 These general terms and conditions may also be invoked by employees and third parties that Van Tuijl engages in the performance of the agreement governed by these terms and conditions.
- 2.3 Any departures from these general terms and conditions are only valid if they have been expressly agreed upon in writing. To the extent that the agreement contains provisions that conflict with these general terms and conditions, the provisions of the agreement will take precedence.
- 2.4 The applicability of the Other Party's general terms and conditions is expressly excluded, unless the parties have agreed otherwise in writing.
- 2.5 If Van Tuijl concludes more than one agreement with the Other Party, all subsequent agreements will be subject to these general terms and conditions, regardless of whether or not they have been explicitly declared applicable.
- 2.6 Van Tuijl may change these conditions with immediate effect. The new terms and conditions will apply to agreements concluded after the time of amendment from the moment the Other Party is informed thereof.
- 2.7 If any provision of these terms and conditions proves to be void or inapplicable, this will not affect the validity of the remaining terms and conditions. Any such invalid or unenforceable provision will be replaced by a valid and enforceable provision that most

closely approximates the effect of the invalid or unenforceable provision envisaged by the parties.

Article 3 Offers/Quotes/Prices

- 3.1 All offers, in whatever form, are without obligation, unless the offer stipulates a term for acceptance.
- 3.2 Agreements to which Van Tuijl is a party will only be considered concluded:
 - a) after both parties have signed a written agreement drawn up to this effect, or;
 - b) following written confirmation by Van Tuijl of an order placed by the Other Party;
 - c) in the absence of written agreement, through the actual delivery by Van Tuijl of the products sold;
 - d) upon receipt by Van Tuijl for safekeeping;
 - e) after actual commencement by Van Tuijl of the work/services to be performed by Van Tuijl.
- 3.3 In the event of verbal agreements, the invoice will be deemed to reflect the agreement correctly and completely, unless a complaint is made within 14 days of the invoice date.
- 3.4 If the acceptance differs from the offer included in the quote, Van Tuijl will not be bound by it. In that event, the agreement will not be concluded in accordance with this deviating acceptance, unless Van Tuijl still accepts the amended offer in writing.
- 3.5 A combined quote does not oblige Van Tuijl to deliver a part of the products included in the offer or quote at a corresponding part of the price quoted.
- 3.6 The prices in the agreements relating to the sale of products apply to delivery ex warehouse, in euros, including loading costs, excluding VAT, government levies, excluding export, shipping, freight, administration and packaging costs, unless Van Tuijl and the Other Party have explicitly agreed otherwise. Prices relating to safekeeping or the performance of work apply upon delivery by the Other Party to Van Tuijl's company, including storage costs, excluding VAT, government levies, excluding export, shipping, freight, administration and packaging costs, unless Van Tuijl and the Other Party have explicitly agreed otherwise.
- 3.7 The prices are based on the rates, wages, taxes, fuel, levies, prices, etc. that apply on the date of the offer or of entering into the agreement under normal circumstances.
- 3.8 As the products are subject to price fluctuations, Van Tuijl will be entitled to pass on price increases of more than 5%, if between the time of formation of the agreement and delivery/performance, price changes have occurred in, for example, exchange rates, wages, ingredients or packaging material.
- 3.9 Van Tuijl can refuse an order or part of an order or attach conditions to an order without giving reasons.

3.10 Offers/quotes are valid only for the period for acceptance specified in the offer/quote.

Article 4 Performance of work

- 4.1 Van Tuijl will perform the agreement to the best of its knowledge and ability.
- 4.2 The Other Party guarantees the accuracy and completeness of the information with which it provides Van Tuijl, the quality of the ingredients it makes available and indemnifies Van Tuijl against any damage and claims arising from a breach.
- 4.3 If the delivery is delayed by factors for which the Other Party is responsible, the Other Party must compensate Van Tuijl for the resulting damage and costs incurred.
- 4.4 The Other Party indemnifies Van Tuijl against any claims from third parties who suffer damage in connection with the performance of the agreement and which damage is attributable to the Other Party.
- 4.5 The Other Party will be liable for any weight loss as a result of processing operations. The Other Party bears the risk associated with measurement uncertainties.
- 4.6 Van Tuijl is not obliged to assess the quality of the products which it is offered for processing by the Other Party. Van Tuijl will furthermore be entitled at any time to refuse the goods offered without giving reasons and without being liable to pay compensation for any damage.
- 4.7 In the event that products are offered for the purpose of drying, the quote will be based on a normal humidity level generally used for the item in question. Insofar as this is higher or lower than normal, Van Tuijl will be entitled to adjust its prices accordingly.
- 4.8 Products to be ground or processed must be supplied without any contamination. If the Other Party supplies products that cause contamination or damage to other products, the Other Party will be liable for the damage. Processing and storage will take place at the Other Party's expense and risk. The Other Party indemnifies Van Tuijl in respect of any third party claim.
- 4.9 Both the Other Party and Van Tuijl can cancel the order prematurely without further motivation. Upon cancellation of the order, the Other Party will owe the full agreed amount that Van Tuijl would have received upon full performance of the agreement, as well as all costs incurred and those no longer avoidable.
- 4.10 Any period or date for the performance of the agreement specified by Van Tuijl is indicative. A specified period or date is therefore never a deadline, unless the parties have explicitly agreed a deadline in writing. If a period is exceeded, the Other Party must give Van Tuijl written notice of default and allow it a reasonable grace period.

Article 5 Delivery of products

- 5.1 Delivery will take place at Van Tuijl's address, unless the parties agree otherwise.
- 5.2 The Other Party is obliged to take delivery of the products the moment Van Tuijl notifies the Other Party that it can take delivery of the goods, the moment Van Tuijl delivers these goods to the Other Party, or the moment they are made available to it in accordance with the agreement.
- 5.3 If the Other Party refuses to take delivery or is negligent in the provision of information or instructions necessary for delivery, Van Tuijl will be entitled to store the products at the Other Party's expense and risk. If the Other Party does not take delivery within two months, Van Tuijl will be entitled to sell the products to another party. I. The Other Party will be liable for any damage Van Tuijl suffers in the event of resale or destruction.
- 5.4 If delivery is made cash on delivery, Van Tuijl will always charge cash on delivery costs to the Other Party.
- 5.5 Any delivery period or date specified by Van Tuijl is indicative. A specified delivery time or date is therefore never a deadline, unless the parties have explicitly agreed a deadline in writing. If a period is exceeded, the Other Party must give Van Tuijl notice of default in writing and allow it a reasonable grace period.
- 5.6 If Van Tuijl requires information from the Other Party in connection with the performance of the agreement, the delivery time will commence after the Other Party has made this information available to Van Tuijl.
- 5.7 Delivery of call orders must be taken within the agreed periods, failing which Van Tuijl will be entitled to deliver the as yet undelivered part of the order at once and to charge price increases to the Other Party.
- 5.8 Van Tuijl is entitled to deliver the products in parts. Van Tuijl is entitled to invoice partial deliveries separately.
- 5.9 If Van Tuijl delivers an item or performs a service or work at an address or plot designated by the Other Party, then the site at that address or plot and the buildings, installations (including silos) and other works located there (hereinafter collectively referred to as the Location) must be accessible and safe. The Other Party is responsible for the condition of the Location and for the conditions that prevent or hinder the delivery of the product/items or the performance of a service or work. The Other Party is obliged to warn Van Tuijl in good time about such impediments and about dangerous situations. If the Other Party fails to comply with one or more obligations set out in this article, the Other Party will be in default without prior notice of default being required and will be liable for any damage suffered by Van Tuijl as a result. The Other Party indemnifies Van Tuijl in respect of claims from third parties relating to damage arising in connection with the execution of the agreement.

Article 6 Storage of products

- 6.1 If Tuijl is entrusted with products for safekeeping, it will exercise the care of a good depository.
- 6.2 Van Tuijl is authorised to engage third parties in the safekeeping, possibly as a depository.
- 6.3 The Other Party and Van Tuijl can cancel the safekeeping agreement at any time. If the Other Party cancels the agreement, it will owe the full safekeeping fee for the agreed period as well as the costs incurred and any costs that can no longer be avoided.
- 6.4 If the safekeeping has been agreed for an indefinite period of time, a 6-month notice period will apply. Notice of termination must be given to Van Tuijl in writing.
- 6.5 The Other Party guarantees the accuracy and completeness of the information with which it provides Van Tuijl and the quality of the products offered for storage, and indemnifies Van Tuijl against any damage and claims arising from a breach.
- 6.6 The Other Party indemnifies Van Tuijl against any claims from third parties who suffer damage in connection with the performance of the agreement and which damage is attributable to the Other Party.
- 6.7 The Other Party will be liable for any weight loss as a result of normal storage conditions as well as for normal losses during transshipment. The Other Party bears the risk associated with measurement uncertainties.
- 6.8 Van Tuijl is not obliged to assess the quality of the products which it is offered for processing by the Other Party. Moreover, Van Tuijl is at all times entitled to refuse the products offered without stating reasons.
- 6.9 Any products to be stored must be delivered without any contamination. If the Other Party supplies products that cause contamination or damage to other products, the Other Party will be liable for the damage. Storage will take place at the Other Party's expense and risk.

Article 7 Inspection, complaints

- 7.1 Upon or immediately after taking delivery of the goods, providing the service or completing the work, the Other Party is obliged to examine whether Van Tuijl's performance complies with the agreement and in particular to examine or inspect it for reliability, soundness and completeness. Should the Other Party discover during the examination or inspection that the performance delivered does not comply with the agreement, it must report this to Van Tuijl in writing no later than seven days after taking delivery of the product/item, after providing the service or after completion. If this term is exceeded, any claims of the Other Party against Van Tuijl will lapse, including in any case claims relating to non-conformity, performance and default.

- 7.2 Complaints about the invoice must be lodged in writing within 30 days of the invoice date.
- 7.3 After the expiry of the period referred to in paragraph 2 of this article, the Other Party will be deemed to have approved the invoice.
- 7.4 If a complaint is lodged in time, the Other Party will still be obliged to take delivery of and pay for the products purchased or the services provided. The Other Party is only allowed to return any defective products with the prior written consent of Van Tuijl. Returns must be sent carriage paid in undamaged condition and in the original packaging using a return form. Refunds or crediting will only take place following written confirmation by Van Tuijl. The Other Party is not authorised to suspend or offset any payments.
- 7.5 The following situations can under no circumstances give cause for complaint:
- minor deviations and differences that, according to commercial usage, fall within a reasonable production or weight tolerance, are typical of natural products according to common consent or are permitted by law. In any case, the aforementioned deviations are defined as deviations up to and including 2%. Whether or not a deviation exceeding the aforementioned percentage can be considered a minor deviation is to be judged on the basis of the circumstances of the case, including the nature of the assignment, such as but not exclusively, an assignment to dry goods.
 - typesetting or printing errors and/or writing errors in the catalogue/offer/price list.
- 7.6 If a complaint is well-founded, Van Tuijl will replace the delivered products or still perform the relevant work or service, unless this has become impossible or demonstrably useless to the Other Party. The latter must be made known in writing by the Other Party.

Article 8 Payment

- 8.1 Payment must be made in euros within 14 days of the invoice date in a manner specified by Van Tuijl, unless otherwise agreed in writing. Van Tuijl is at any time entitled to request payment in advance or security.
- 8.2 Objections to the amount of the invoices do not suspend the payment obligation.
- 8.3 If the Other Party fails to make payment within the agreed period, the Other Party will be in default by operation of law. In that case, the Other Party will owe 1.5% interest per month or part thereof, unless the statutory interest rate or the statutory commercial interest rate is higher, in which case the higher interest rate will apply. The interest on the exigible amount will be calculated from the moment the Other Party is in default until the moment of full payment.
- 8.4 If the Other Party does not, not duly or not promptly meet its obligations under the agreement, as well as in case of bankruptcy, a moratorium, receivership, shutdown or liquidation of the Other Party's business, Van Tuijl will have the right, without being required to pay any damage whatsoever and without prejudice to its other rights, to

annul the agreement in whole or in part or to suspend the further performance of the agreement. Furthermore, all claims of Van Tuijl against the Other Party in such cases will become immediately exigible and Van Tuijl will be entitled to compensation for all direct, indirect and consequential damage, including loss of profit, without prejudice to any of its other statutory rights.

Article 9 Collection charges

- 9.1 If the Other Party is in default or fails to fulfil its obligations or to do so on time, all reasonable costs incurred for the purpose of obtaining extrajudicial settlement will be borne by the Other Party. The collection charges will be calculated in accordance with the Besluit vergoedingen voor buitengerechtelijke incassokosten (Extrajudicial Collection Charges Reimbursement Decree), subject to a minimum of €350.
- 9.2 If Van Tuijl has incurred higher costs that were reasonably necessary, these will also be reimbursable. Any reasonable judicial and execution costs incurred will also be borne by the Other Party.

Article 10 Retention of title

- 10.1 All products delivered by Van Tuijl will remain the property of Van Tuijl, but the Other Party will be liable for them until the Other Party has fulfilled all payment obligations under all agreements concluded with Van Tuijl, including the costs of collection and interest. If, in the context of this or any other agreement, Van Tuijl performs or will perform work for pay by and for the benefit of the Other Party, the aforementioned retention of title remains in effect until the Other Party has also paid these claims of Van Tuijl in full. The retention of title also applies to those claims that Van Tuijl may acquire against the Other Party on account of failure on the part of the Other Party to fulfil any of its obligations towards Van Tuijl under the agreements.
- 10.2 As long as the products are subject to retention of title, the Other Party and/or third parties engaged by it will take all necessary care and necessary measures to separate and keep these products separate from the other products in the Other Party's custody, and will take all necessary measures or have all necessary measures taken to prevent mixing, accession or specification.
- 10.3 The Other Party is not authorised to surrender the control of the products that are subject to retention of title, or to pledge them, dispose of them or encumber them in any other way.
- 10.4 If third parties seize the products delivered subject to retention of title or wish to establish or assert rights to them, the Other Party will be obliged to notify Van Tuijl as soon as possible.
- 10.5 If the Other Party fails in the fulfilment of its payment obligations towards Van Tuijl or if Van Tuijl has reason to fear that it will fail in respect of those obligations, the Other Party will be obliged at the request of Van Tuijl to return the products/objects delivered under retention of title, subject to forfeiture of a penalty.

- 10.6 In the event that Van Tuijl wishes to exercise its ownership rights referred to in this article, the Other Party hereby grants Van Tuijl or third parties to be appointed by Van Tuijl unconditional and irrevocable permission to enter all those places where Van Tuijl's property is located and to take back the products.
- 10.7 In the event that Van Tuijl invokes its right of ownership, the Other Party will not be entitled to invoke a right of retention, for example with regard to the storage costs, or to offset these costs.

Article 11 Liability and indemnification

- 11.1 Van Tuijl will always advise the Other Party to the best of its knowledge and ability. Advice is solely given on the basis of the facts and circumstances known to Van Tuijl and in mutual consultation, with Van Tuijl always taking the Other Party's intention as the guiding principle.
- 11.2 Should the Other Party sustain any damage in connection with the performance of any agreement by Van Tuijl, the following will apply:
- a. If the damage was caused by any product that (i) has not undergone any processing at Van Tuijl or (ii) was produced by Van Tuijl on the instructions of the Other Party, or was caused by a mandatory government act or by services and/or advice not charged for or (iii) the damage is not a direct damage as defined under c, Van Tuijl will not be liable for that damage.
 - b. If the direct damage was caused by (i) defective processing or manufacture of a product by Van Tuijl, (ii) a poorly performed service or work or incorrect advice from Van Tuijl, or if the exclusion of liability under a does not stand, Van Tuijl's liability will be limited to the amount charged in the matter, however, to a maximum of €45,000 (forty-five thousand euros).
 - c. Direct damage means damage that is the immediate and exclusive result of using the product in accordance with its nature and purpose.
 - d. The joint claims of several contracting parties on account of damage as referred to under b of this article, resulting from the same cause, will be limited to a maximum of five times €45,000, to be divided pro rata to each party's individual claim subject to the provisions under b.
- 11.3 Except in the event of injury or death, Van Tuijl will under no circumstances be liable for the damage suffered by a consumer, as referred to in Section 6:185 in conjunction with Section 190 of the Dutch Civil Code, with regard to the composition, the potential presence of the substances or bacteria prohibited by law on or in the delivered products or any other defect in the products of which Van Tuijl is not aware. After being notified of the damage, Van Tuijl will provide the Other Party with the name and address of the manufacturer, the importer or the supplier of the product.
- 11.4 From two days after delivery, Van Tuijl will not be liable for the deteriorated quality of the delivered (perishable) items, as a result of improper storage, cooling, transport or processing, as Van Tuijl will no longer have any influence on the quality of the delivered products.

- 11.5 Van Tuijl will under no circumstances be liable for indirect damage, including consequential damage, loss of turnover and profit, lost savings and damage due to business stagnation.
- 11.6 If Van Tuijl is held liable by a third party for any damage for which it is not liable under the agreement with the Other Party or these terms and conditions, the Other Party will fully indemnify Van Tuijl in this respect.
- 11.7 Van Tuijl will under no circumstances be liable for:
- any deviations, damage, faults and defects that have gone unnoticed in items approved by the Other Party.
 - any damage as a result of rejected ingredients, because legislation has changed after delivery.
 - any damage resulting from use contrary to the instructions for use or product information.
- 11.8 The Other Party must inform its customer in accordance with the instructions for use and product information.
- 11.9 The Other Party must first examine whether the delivered items are fit for the purpose for which it will use them. If the items later prove not to be suitable for the purpose, the Other Party cannot hold Van Tuijl liable for the ensuing damage.
- 11.10 The limitations of liability for direct damage contained in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of Van Tuijl or its staff.

Article 12 Risk transfer/transport

- 12.1 The risk of loss of or damage to the products that are the subject of the agreement will pass to the Other Party as soon as the products are legally and/or actually delivered to the Other Party and hence brought under the control of the Other Party or of a third party designated by the Other Party.
- 12.2 If Van Tuijl arranges for storage of the products that are the subject of the agreement, Van Tuijl will do so entirely at the Other Party's expense and risk.
- 12.3 If and insofar as Van Tuijl assumes responsibility for the transport, storage, shipment, packaging or the like, Van Tuijl will determine the associated methods if it has received no further instructions from the Other Party. Unless agreed otherwise, the Other Party assumes all risks in this respect, including culpability/negligence on the part of the carrier.
- 12.4 Any specific wishes of the Other Party regarding the transport/shipment/storage will only be carried out if the Other Party has agreed to bear the additional costs thereof.

Article 13 Force majeure

- 13.1 Van Tuijl is not liable for delay, non-performance or incorrect performance of the agreement as a direct or indirect result of force majeure.
- 13.2 Force majeure includes any circumstance that is beyond the control of and/or is not caused by a fault of Van Tuijl as a result of which the agreement is not, not promptly or not duly performed and this cannot reasonably be expected of Van Tuijl. All external causes, foreseen or unforeseen, that are beyond Van Tuijl's control qualify as force majeure, such as traffic jams, power/computer failures, export restrictions, accidents, theft, fire, illness of its personnel and delay in supply, which render Van Tuijl unable to fulfil its obligations or to do so on time. This includes strikes in Van Tuijl's company or at the auction.
- 13.3 Any obligation of Van Tuijl to perform the agreement will be suspended for the period during which performance is not or not normally possible due to force majeure.
- 13.4 In the event of force majeure, Van Tuijl will not be liable for damage caused by its failure to perform the agreement or to perform it promptly or duly.
- 13.5 If performance is suspended due to force majeure for more than one month or as soon as it is certain that it will last at least one month, Van Tuijl will be entitled to request that the agreement either be adjusted to the circumstances or annulled with immediate effect for the relevant part, without being liable for any compensation.
- 13.6 Van Tuijl also has the right to invoke force majeure if the circumstance preventing (further) fulfilment arises after Van Tuijl should have fulfilled its obligation.
- 13.7 Insofar Van Tuijl has already partially fulfilled its obligations under the agreement at the time of force majeure or will be able to fulfil them, and the part already fulfilled or yet to be fulfilled respectively has independent value, Van Tuijl will be entitled to invoice the part already fulfilled or yet to be fulfilled respectively separately. The Other Party is obliged to pay this invoice as if it were a separate agreement.

Article 14 Intellectual property and copyright

- 14.1 Without prejudice to the provisions of these general terms and conditions, Van Tuijl reserves the rights and powers vested in Van Tuijl under intellectual property law and the Copyright Act.
- 14.2 All products, samples, calculations and brochures supplied by Van Tuijl are solely intended for use by the Other Party and must not be multiplied, resold, processed, modified, copied, reproduced, made public or brought to the attention of third parties without the prior consent of Van Tuijl, unless the nature of the products sold or documents provided dictates otherwise.
- 14.3 The Other Party is not entitled to remove the name or brand of the producer from the delivered packaging or the information leaflet.

Article 15 Expiry

Each claim against Van Tuijl will expire after 1 year of its origination.

Article 16 Translations of these terms and conditions

Only the Dutch version of these conditions is authentic.
If a translation deviates in any way, the Dutch text will take precedence.

Article 17 Disputes

All disputes related to these terms and conditions and agreements to which they apply will be brought before the competent court in the Gelderland District. Nevertheless, Van Tuijl has the right to bring the dispute before the court with jurisdiction under the law or to a Board of Arbitration.

Article 18 Applicable law

These terms and conditions and each agreement between Van Tuijl and the Other Party
are
governed by Dutch law. The Vienna Sales Convention is expressly excluded.

Article 19 Filing of conditions

These terms and conditions have been filed with the Chamber of Commerce of Rivierenland under number 67489427.