

The General Terms of Sale and Delivery of Kempex Holland B.V. have been drawn up by Kempex Holland B.V. and have been registered at the Chamber of Commerce in the Netherlands under the number 17170204.

Clause 1. Definitions

The terms below shall have the following meanings:

"General Terms" refers to the present General Terms of Sale and Delivery of Kempex;

"Kempex" refers to the private company with limited liability Kempex Holland B.V. under Dutch Law, which is the supplier/seller of Goods;

"Buyer" the person or entity purchasing the Goods, including any successors thereof;

"Parties" refers to Kempex and Buyer together;

"Offer" refers to all quotations, proposals and other offers made by Kempex to Buyer;

"Contract" refers to the written contract between Parties including all specified annexes. When no Contract is concluded, the latest and accepted commercial proposal of Kempex on which the General Terms applies, shall be regarded as the Contract;

"Price" refers to the total value of the Contract to be received by Kempex without deductions or charges;

"Goods" refers to additives for the feed industry, such as, but not limited to vitamins, minerals, amino acids, antioxidants, antimicrobials, and API's supplied and/or delivered for or by Kempex to Buyer;

"Calendar Days" refers to all days of a year including weekends, national holidays, religious holidays or other non-working days.

Clause 2. Applicability

1. The General Terms shall apply to all Offers, agreements and Contracts of Kempex. These General Terms shall apply with the express rejection of Buyer's general terms, howsoever described.
2. Order of Precedence:
 - a. The text of the Contract shall prevail over any commercial proposal, conversation or correspondence before the date of signing of the Contract.
 - b. The text of the Contract shall prevail over the General Terms.
3. Invalidation or unenforceability of any of the provisions of the Contract and/or the General Terms, shall not impair the validity of the remaining provisions.
4. Kempex may change the terms of the General Terms without Buyer's consent. Kempex shall notify Buyer of the change in writing, at least thirty (30) Calendar Days in advance of the change taking effect. If Buyer is materially disadvantaged and objects to such change, the Buyer may terminate the relevant Contract. This right to terminate ends thirty (30) Calendar Days after the date that the change became effective. Kempex shall not be liable to Buyer for any claims by Buyer as a consequence of such changes.
5. Save as set out in clause 2.4 above, changes to this General Terms and/or the Contract must be made by written agreement of the Parties.

Clause 3. Offer, order and conclusion of Contract

1. Descriptions and prices in offers are given subject to reservation and apply only by approximation, unless indicated otherwise. The Buyer cannot derive any rights from any errors in an Offer. Offers are given based on information and specifications provided by the Buyer, and are based on delivery within normal terms and under normal circumstances.
2. Orders, confirmations of orders or other correspondence via e-mail and/or a signed fax are accepted by the parties as legally binding correspondence.
3. All Offers made shall not bind Kempex, unless they specify a time limit.
4. If an Offer is accepted by Buyer the Contract is concluded, provided that Kempex may revoke the Offer within five (5) Calendar Days of receipt of the acceptance.
5. If Buyer places a purchase order, which is binding for Buyer, the Contract will be concluded at the moment of acceptance of the order by Kempex

by means of an order confirmation. Execution of the order by Kempex shall be deemed its acceptance of the order.

6. Offers are once-only and will not apply to repeat orders.
7. If (cost)price-increasing circumstances arise for Kempex between the conclusion of the agreement and its implementation due to changes in legislation and regulations, government measures, currency fluctuations or changes of 5% or more in the price of the required materials, raw materials, personnel, services of transportation that produce and charge to the buyer.

Clause 4. Delivery

1. Unless otherwise confirmed by Kempex in writing, delivery shall be made FCA (most recent version of the Incoterms).
2. All dates quoted for delivery of the Goods shall be approximate only, and Kempex shall not be liable for any losses or damages suffered by the Buyer due to any delay in delivery or non-delivery of the Goods howsoever caused.
3. If the Buyer fails to take timely delivery of the Goods – or if, where the Buyer is to give delivery instructions, the Buyer fails to give such instructions – Kempex shall at its discretion either extend the time of delivery or shipment of the Goods, storing the Goods at the Buyer's risk and cost until actual delivery or cancel the Contract or any part thereof, in either event without prejudice to any other right or remedy available to Kempex.
4. Partial shipment or partial delivery and/or transshipment shall be permitted. Each partial shipment or delivery shall be regarded as fulfilment of a separate and independent Contract.
5. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery as defined in clause 4.1 or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when Kempex has tendered delivery of the Goods.
6. Minor deviations in the deliveries effected by Kempex in terms of quantities, weight and composition specified, for example, shall never be deemed to be a failure or default.
7. The Buyer undertakes to abide strictly by the instructions of Kempex in respect of the customs handling of the Goods and to provide to Kempex, as and when requested by Kempex, all relevant documents, including but not limited to export/import documents from EU member states and/or third country required for the entitlement to export refunds or other subsidies. The Buyer shall be liable for and shall hold Kempex and its affiliates harmless from and against all costs and losses suffered or incurred by Kempex and its affiliates as a result of the Buyer's breach of this undertaking.

Clause 5. Examination and Protest period

1. Immediately upon receipt of the Goods the Buyer shall carry out a thorough examination of the Goods in order to ascertain whether the Goods are in conformity with the Contract and complete.
2. The Buyer shall lose the right to assert to a claim against Kempex based on non-conformity or shortage of the Goods delivered. If the Buyer fails to notify Kempex thereof in writing without any delay, but within seven (7) Calendar Days of receipt of the Goods, specifying the nature of the non-conformity or shortage as soon as possible after the Buyer has discovered or ought to have discovered such non-conformity or shortage, and in any event before the end of the shelf life of the Goods.
3. Goods sent by Kempex to the Buyer can only be returned to Kempex after written consent from Kempex and under conditions to be determined by Kempex. The costs of the return are at the Buyer's expense unless the costs pertain to a return with regard to which the Buyer has established that the Goods are not in conformity with the contractual specifications and that such comes for the risk and account of Kempex.

Clause 6. Prices and payment

1. The Price is fixed and will not be subjected to any changes.
2. The currency of the Price and of all payments is in EURO, unless another currency is stated in the Contract or invoice.
3. Unless otherwise agreed, the Price does not include value added tax (VAT), import duties, other taxes and charges, costs of quality inspection and/or testing, banking or transferring costs, costs of loading and unloading, packaging, transport, insurance and any other costs.
4. All payments are due as specified on the invoice. If no payment terms are included in the Contract, all payments are due no more than fourteen (14) Calendar Days after the invoice date.
5. Whatever the means of payment used, payment shall not be deemed to have been effected before Kempex' s account has been fully and irrevocably credited.
6. In the event Buyer delays a period of transferring any payment, Kempex is entitled to prolong the delivery time of Goods corresponding to at least the period of delayed payments.
7. If Buyer fails to pay any payment by any stipulated date:
 - a. Kempex shall automatically and immediately, without written notice, be entitled to charge a fixed collecting fee 15% of the outstanding payment with a minimum of EUR 500.
 - b. Kempex shall automatically and immediately be entitled to charge interest from the day on which payment was due until the day such payment was received. The rate of compounding interest shall be at least one per cent (1%) per month. Interest on late payment is considered partially as compensation and partially as penalty for default of Buyer;
 - c. Kempex is entitled to suspend performance of the Contract or suspend the delivery of Goods of a separate contract until it receives all due payments.
8. All payments shall be made free of any deductions or charges to the account of Kempex.

Clause 7. Retention of Title

1. Title to the delivered Goods only passes to the Buyer once Kempex has received payment of all its outstanding invoices. to Buyer in connection with the delivery of the Goods..
2. Until Kempex has received all payments which have been invoiced to Buyer, Buyer shall not mortgage, transfer, hire, pledge or however this may be described, loan or dispose of the Goods, either in an original or processed state, except within the normal conduct of its business.
3. Retention of title shall not affect the passing of liability, responsibility, costs and risks under clause 4.
4. In the event of late payment, Kempex shall be entitled to repossess or arrange for the return of any Goods delivered without further notice of default and without legal intervention. The Buyer authorizes Kempex in advance to access all sites in and around the Buyer's business to this end.
5. Under no circumstance shall any Goods subject to retention of title belong to the bankruptcy estate of Buyer.

Clause 8. Indemnification and Liability

1. Unless otherwise confirmed by Kempex in writing the Goods shall comply with the national legal requirements applicable in The Netherlands and/or the European Union. Kempex is not responsible for the compliance of the Goods with the requirements of statutes, administrative rules and/or regulations applicable in the country of delivery and undertakes no risk or liability in respect hereof.
2. The Buyer shall be responsible for complying with any and all legislation, administrative rules and/or regulations governing the importation of the Goods into the country of delivery and the country of distribution and the subsequent processing, marketing, distribution, resale and/or use hereof.
3. If the Goods are not in conformity with the contractual specifications as a of result circumstances which come for the risk and account of

Kempex, the Buyer may – subject to the time limits contained in clause 5.2 and the provision of evidence of the non-conformity – reject such Goods whereafter Kempex at its discretion may either issue a credit note in respect of such non-conforming Goods, make a deduction in the Price of the Goods corresponding to the reduced value of the Goods, or replace the non-conform Goods. No further remedy is available to the Buyer in the event of non-conformity of the Goods, howsoever caused. Non-conforming Goods rejected by the Buyer remain the property of Kempex and shall, at Kempex' s request, be made available to Kempex. Unless Kempex elects to take back the non-conform Goods, such Goods shall be disposed of by the Buyer for Kempex' s risk and account in the manner directed by Kempex, always provided that the Buyer shall use all commercial efforts to mitigate the costs of such disposal.

4. Kempex shall never be liable for any operating loss, loss of orders, loss of income, loss of profits, loss of time, loss of public subsidies, loss of goodwill or for any special, indirect or consequential losses or damages whatsoever, howsoever caused.
5. Kempex is not liable for the fitness for intended purpose of the Goods and the Buyer undertakes the risk and liability that the Goods are suitable for the purpose for which they are marketed and/or used.
6. Kempex is not liable for damages incurred by Buyer due to improper handling, natural shrinkage, dampness, excessive heating of rooms, other exceptional weather and temperature effects as well as insect and beetle infestation with regard to the Goods.
7. Unless otherwise confirmed in writing by Kempex, Kempex shall at all times without incurring liability be entitled to modify or amend the specifications, production processes, packaging and/or labelling of the Goods without notice to the Buyer.
8. Where the performance of a Contract becomes onerous on Kempex due to the occurrence of events that fundamentally alter the preconditions of the Contract either because the costs of performance have increased substantially or the performance for other reasons is subject to hardship Kempex shall be entitled to withhold performance or be released of such Contract without incurring liability.
9. Kempex' s cumulative overall liability in connection with the Goods, regardless of the kind of liabilities and/or non-performances, under the Contract shall not exceed a maximum overall amount equal to the net purchase price, excluding V.A.T., of the relevant Goods or the maximum overall amount that Kempex' s liability insurer will pay out in the particular case, whichever is less, even if held to amount to a breach of warranty. Buyer shall indemnify defend and hold harmless Kempex for such claims in excess of this percentage/amount.
10. The Buyer shall commence court/arbitration proceedings in respect of any claims under a contract of sale with Kempex within one (1) year of the date of occurrence of the alleged breach of Kempex' s obligations or non-conformity or shortage of the Goods delivered in the absence of which any right of the Buyer to claim compensation of damages lapses.

Clause 9. Product Liability

1. The Buyer agrees to hold harmless and indemnify Kempex, its affiliates and representatives against and from all costs, losses, liabilities, damages and expenses arising out of or resulting from the death of or injury to any person or from any damage to or loss of property due to the acts and/or omissions of the Buyer.
2. Kempex shall only be liable for physical injury and/or damage to property caused by the Goods if it is proven that the injury or damage is attributable to Kempex or such liability follows from applicable mandatory law.
3. Kempex shall never be liable for any operating loss, loss of orders, loss of income, loss of profits, loss of public subsidies, loss of goodwill or for any special, indirect or consequential losses or damages whatsoever, howsoever caused.
4. In the event of a recall of the Goods instigated by Kempex or a competent authority the Buyer shall in consultation with Kempex take all necessary actions that are appropriate in the circumstances. These may include, without limitation, to stop delivery of the Goods and to recall the Goods from warehouses, distributors and retailers. The Buyer shall not interfere with the recall proceedings, which shall be controlled by Kempex only, and shall not make public any actual or planned recall

Clause 10. Default and termination

1. If Buyer is in default with respect to any of the terms or conditions of the Contract, including, without limitation, Buyer's failure to pay any invoice in accordance with the terms of the Contract, Kempex may, at its option, suspend further performance until the default is remedied, and, without prejudice to any other legal remedy, may terminate the Contract if the default is not remedied within fourteen (14) Calendar Days after written notice is provided to the Buyer in default, specifying the thing or matter in default.
2. If Kempex has cause to suspect that the Buyer will be unable to perform its obligations under the Contract, the Buyer is obligated to provide, upon Kempex' s first request, sufficient security for complete performance of all its obligations with regard to the Contract, in a manner to be indicated by Kempex.
3. Without prejudice to any other right or remedy available to Kempex, Kempex is entitled to terminate the Contract with immediate effect by notice in writing in the following events:
 - a. If after the conclusion of the Contract Kempex doubts the necessary liquidity of the Buyer and the Buyer cannot dispel such doubts by providing adequate supporting documents or sufficient security;
 - b. If a receiver, trustee, conservator or liquidator of the Buyer of all or a substantial part of its assets is appointed;
 - c. If the Buyer is declared bankrupt or granted suspension of payments, or if an application to that end is filed; or
 - d. If the Buyer's business is liquidated or discontinued.
4. In the event of termination of the Contract by Kempex, all amounts receivable from the Buyer become immediately due and payable.

Clause 11. Intellectual property rights

All intellectual property rights or other proprietary rights in and to the Goods or related to the Goods, including but not limited to their formula, design, packaging and know-how, and any modifications or developments thereto, as well as the trademarks and trade names under which the Goods are marketed are and shall remain the sole and exclusive property of Kempex and the Buyer acquires no rights, title or license therein or thereto. If the Buyer challenges, harms or prejudices the validity or enforceability of such proprietary rights, Kempex shall without liability be entitled to immediately terminate any cooperation between the parties with immediate effect and to terminate any Contract.

Clause 12. Force Majeure

0. Kempex shall not be liable for a failure to perform any of Kempex' s obligations or deemed in breach thereof, if Kempex shows that the failure was due to an impediment beyond the control of Kempex. The occurrence of such an event, which is understood as an event of force majeure, relieves Kempex from damages, penalties and other contractual sanctions.
1. An event of force majeure shall include in particular, but shall not be limited to strikes, lockouts, labor disputes, interruptions of operations, explosion, fire, natural disasters, war, hostilities, human epidemic diseases such as Covid-19, statutory regulations, restrictions and measures issued by the Dutch government, which interfere with the fulfilment (within the time-limit) of the agreement, including bans on imports and exports statutory regulations, restrictions and governmental measures issued by foreign governments or by organs of the European Union, which interfere with the fulfilment (within the time-limit) of the agreement, including import and export bans, blockade, lockdown, fire, riot or civil commotion, restriction export,, whether partially . or otherwise, confiscation, embargoes currency restrictions, lack or delay of transport, veterinary diseases, malicious tampering, acts of terror, environmental measures and defective or delayed supplies

from sub-contractors, unforeseeable and unavoidable impediments to transportation, or navigation, or any other event comprehended in the term "force majeure."

2. In the event of force majeure, Kempex is entitled to an extension of the period for delivery of the Goods for such period as may be reasonable, thereby excluding the Buyer's right, if any, to unilaterally terminate or rescind the Contract.
3. Kempex shall be entitled to terminate the Contract by notice in writing to the Buyer without judicial intervention, if performance of Contract is suspended under clause 12.3 for more than six (6) months. In such event, the Buyer is not entitled to compensation of damages, nor shall it have the legal right to claim performance of the Contract.

Clause 13. Transfer of rights; third parties

1. The Buyer shall not transfer its rights and/or obligations ensuing from the Contract with Kempex to third parties or have them serve as security regarding claims by third parties, without the prior written consent from Kempex.
2. Kempex is authorized to engage third parties in the performance of the Contract on behalf of and at the expense of the Buyer, if there is cause to do so in Kempex' s opinion or if such ensues from the Contract.

Clause 14. Miscellaneous

1. If any provision contained in these General Terms should be held to be void or unenforceable, the validity of the other provisions shall not be affected thereby.
2. No waiver by Kempex of any breach by the Buyer, or failure by Kempex to insist on the Buyer's performance of obligations shall be considered a waiver of any subsequent breach of the same or any other provision.
3. The Buyer shall hold in confidence and not disclose to any third party any confidential information disclosed by Kempex. The Buyer shall not use such information for the Buyer's own benefit or the benefit of any third party.
4. Nothing in the relationship between Kempex and the Buyer shall create an agency, partnership or joint venture between the parties and in particular the Buyer shall not be entitled to make any representation or warranty on behalf of Kempex.
5. Each Party hereby undertakes that itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
6. The Parties agree that, at all times in connection with and throughout the course of the Contract and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Contract, as if written out in the Contract in full.
7. In the event of conflict between a translation of the Contract and/or the General Terms, the English text shall prevail.

Clause 15. Governing Law and Jurisdiction

1. The United Nations Convention on Contracts for the international Sales of Goods applies to the sale and purchase contracts between Kempex and the Buyer
2. Any disputes arising out of or in connection with any Contract or Offer, quotation or sales confirmation issued by Kempex or in connection with the delivery of the Goods to the Buyer, including but not limited to disputes relating to the construction of these General Terms, shall be

General Terms of Sale and Delivery of Kempex Holland B.V.



settled in accordance with Dutch law by the competent Court East-
Brabant, location 's-Hertogenbosch..