



GENERAL TERMS AND CONDITIONS OF SALE AND TREATMENT AND PROCESSING OF PRODUCTS ("GENERAL TERMS")

GENERAL INSTRUCTIONS

These General Terms shall apply to all sales and deliveries of products and all Treatment and Processing (as defined in section 15.1 d) of clients' products from companies from time to time forming part of the AAK group (each such AAK company is separately referred to as "AAK" below) and will thus exclude application of any general or specific conditions or terms of the buyer and/or the client, as the case may be.

The General Terms are divided into two main sections, A and B, where section A covers all general terms and conditions as well as specific conditions of sale whereas section B includes specific terms for AAK's Treatment and Processing of clients' products. In case of any discrepancies between section A and B with respect to AAK's Treatment and Processing, section B shall prevail.

A. GENERAL TERMS AND CONDITIONS OF SALE

1 SCOPE AND APPLICATION

1.1 All products delivered from AAK under these General Terms are hereafter in section A referred to as the "Product".

1.2 Deviations from the application of these General Terms are accepted by AAK only if approved in writing by an authorised AAK executive.

2 DETAILS CONCERNING THE PRODUCTS

Any details concerning weights, prices, technical qualities and other specifics of the Product shall be binding upon AAK only if and to the extent this is expressly agreed upon in writing between AAK and the buyer.

3 OFFER AND ACCEPTANCE

All offers made by AAK are valid only during the time period stated in the offer, if no time period is stated the offer is only valid during the day of the offer. No order shall be binding upon AAK unless accepted in writing by AAK.

4 DELIVERY AND TIME OF DELIVERY

4.1 Unless otherwise agreed in writing between the parties, the Product shall be delivered "EX WORKS" relevant national AAK-site (in accordance with the latest prevailing version of "INCOTERMS").

4.2 Unless otherwise agreed in writing between the parties, it is presumed that the agreed quantity of the Product should be delivered evenly apportioned during the contract period. In the event of successive deliveries, each delivery shall be considered as a separate sale. In case of delivery on call, any call-off shall be made in accordance with the stipulations in the sales contract, and if the sales contract do not include stipulations about call-off, the call-off shall be made in reasonable time before the desired delivery date with regard to quantity, place of delivery and other circumstances. A call-off is not binding upon AAK unless accepted in writing by AAK.

4.3 The buyer shall not be entitled to (i) roll (postpone) agreed deliveries to a future period or (ii) change the agreed starting time of deliveries or (iii) otherwise reallocate agreed quantity within the contract period

(change delivery schedule), unless the buyer, in addition to any actual loss, costs and expenses incurred by AAK due to such deviation, pays an administrative charge equivalent to 20 EUR (but to be paid in the agreed currency for the deliveries if other than EUR) per metric ton of the agreed quantity affected by (i)-(iii) above, unless otherwise agreed in writing.

4.4 If the buyer has not taken delivery of the entire agreed quantity of a Product by expiration of the contract period, AAK shall be entitled, at its sole option, to require the buyer to immediately take delivery of and duly pay for any remaining quantity of Product under the contract or to cancel the contract as regards such remaining quantity. Should AAK choose to cancel the contract, the buyer shall pay to AAK fair and reasonable compensation for any loss, costs and expenses incurred by AAK due to such cancellation including without limitation costs for raw material, trading losses and labour costs.

4.5 AAK shall immediately notify the buyer in case there is reason to believe that the delivery of the Product may be delayed. The buyer shall be entitled to cancel the delivery in question in case the delay causes the buyer considerable inconvenience conditional upon that the delay is not a consequence of force majeure in accordance with section 13 below.

4.6 In case a delay in delivery is caused by AAK, the buyer shall be entitled to compensation for damages only if agreed separately in writing by an authorised AAK executive. AAK shall in no event be liable for any pure economic loss or damages or any indirect or consequential loss, costs or damages resulting from a delay in delivery.

4.7 AAK shall at any time be entitled to non-performance of a delivery in case AAK has a legitimate reason to question the buyer's ability to pay for deliveries. However, AAK shall not be entitled to non-performance of a delivery if, on request, the buyer pays for the delivery in advance or grants security for the delivery which can reasonably be accepted by AAK.

5 TAXES AND CHARGES

All applicable taxes, charges, custom or import duties relating to the delivery of the Product in the country of destination shall be paid by the buyer, unless otherwise agreed in writing.

6 WEIGHT

The quantity of the Product supplied may, without affecting the agreed contract price, deviate more or less than the agreed contract weight by up to five per cent (5%), but no more than five (5) metric tons. In case of any positive or negative deviation from the contract weight by more than five per cent or five (5) metric tons, the parties shall reach an agreement on how such deviation shall affect the price of the Product. The weight of the Product shall be finally settled by AAK by the use of scales, outage meters or flow meters which have been calibrated specifically for such purpose.

7 PRICE

AAK is entitled to adjust the contract price if, before the delivery date, there are any material and unforeseen changes of duties, taxes or other governmental charges increasing the costs for the provision of the Product. If the contract price is adjusted according to this section, AAK shall inform the buyer as soon as possible after AAK has received information about the change of duties, taxes or other governmental charges giving rise to the price adjustment.

8 PAYMENT

8.1 Payment shall be made latest when due according to agreed payment terms. If no specific payment terms have been agreed, payment shall be made no later than on the due date set out in the AAK invoice. Invoice relating to delivery may be issued as per the date of loading of the Product for transport to the buyer.

8.2 In the event of any delay in payment, AAK shall be entitled to interest on the unpaid amount from the due date of payment until the entire invoiced amount has been paid in full. The rate of interest shall per annum be the Swedish Riksbank's official reference rate (Sw: Riksbankens referensränta) at the time plus ten (10) percentage units.

9 RETENTION OF TITLE

The Product remains the property of AAK until the agreed price for the Product has been paid in full by the buyer.

10 DEFECTS AND SHORTAGE

10.1 Should the Product, as delivered, not conform with the specifications agreed in writing or mandatory applicable laws or regulations in the country where the Product is manufactured, or should the quantity of delivered Product deviate from the agreed quantity, AAK shall, at its own discretion and at its own cost, either deliver new Product or refund such proportion of the purchase price received corresponding to the relevant defect or shortage. AAK shall in no event be liable for the suitability of the Product for its intended use or its fitness for a particular purpose. AAK shall further in no event be liable for defects or shortage of Product when caused by the buyer's inappropriate or improper use or storage of the Product or by the buyer otherwise not adhering to instructions given by AAK regarding handling of the Product in any respect.

10.2 The buyer shall carefully examine the Product immediately upon delivery and without delay report to AAK in writing any defects or shortage as set forth in section 10.1 above. Any claim from the buyer must, in order to be valid, be made to AAK prior to the Product or any part thereof is used or put into production. Any claim towards AAK on account of any defect or shortage shall, in any case, be deemed waived by the buyer unless submitted to AAK in writing not later than eight (8) days from the delivery date. AAK shall be given reasonable opportunity to investigate all claims from the buyer.

10.3 Any notice of any claim shall be specified and state the alleged defect or shortage as well as the delivery date of the Product. AAK shall be entitled to examine any delivery with an alleged defect or shortage. AAK shall, in the event AAK accepts to deliver a new Product, at its own cost, collect the defective Product.

11 PRODUCT LIABILITY

11.1 AAK shall not be liable in relation to any recall costs, bodily injury or damage to property (product liability damage) caused by the Product if such occurs after the Product has been delivered, unless the relevant injury or damage has been caused solely by defects in the Product as qualified in section 10.1 above and provided that such defects could not reasonably be identified by the buyer

and that the defects have been caused by negligence on the part of AAK.

11.2 If AAK incurs liability towards any third party due to the Product delivered to the buyer and given that AAK is not liable in relation hereto under these General Terms, then the buyer shall indemnify, defend and hold AAK harmless in relation to any such liability.

11.3 AAK's liability as set forth in section 11.1 above shall be limited to SEK ten million (10,000,000) per each occurrence of damages, including series of two or more claims arising from one specific common cause which is attributable to e.g. to the same fault in design, manufacture, instructions for use or labelling of products or to the supply of the same products or to products showing the same defect. Any claim towards AAK on account of recall, bodily injury or damage to property as described in section 11.1 shall be deemed waived by the buyer, unless submitted to AAK in writing not later than eight (8) days from the date the Product or any part thereof was used or put into production.

12 LIMITATION OF LIABILITY

AAK shall have no liability in relation to the Product except as specified in these General Terms. For the avoidance of doubt, AAK shall, notwithstanding anything to the contrary herein, under no circumstance whatsoever be liable for any loss of production, loss of profit or any other pure economic loss or damages or any indirect or consequential loss, costs or damages, irrespective of if such has been caused by a defective, or shortage of, Product or not. This limitation of AAK's liability shall, however, not apply in case AAK is proven guilty of gross negligence.

13 FORCE MAJEURE

AAK shall not be liable for any non-performance of its obligations caused by circumstances beyond AAK's control, which prevent or considerably obstruct production, delivery or freight of the Product until such obstacle has been removed (force majeure). Such circumstances shall be deemed to include difficulties to procure raw materials for the Product as well as other difficulties and disturbances such as, including but not limited to, labour conflicts, fire or other accident, flooding, fuel or power shortages, transportation shortages, obstacles or interruptions regarding transportation at sea and breakdowns or interruptions of any kind as regards AAK's equipment or facilities, which are deemed necessary for the performance of AAK's obligations.

14 DISPUTES AND GOVERNING LAW

14.1 Any dispute arising out of or in connection with the delivery of Products shall be finally settled by arbitration in accordance with the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm, Sweden. The Rules for Expedited Arbitrations shall apply if the amount of the dispute does not exceed SEK five hundred thousand (500,000). The amount of the dispute shall be considered the amount the plaintiff claims at the beginning of the procedure, excluding claim of interest. AAK shall also be entitled to apply directly to any competent court of law, in cases of default in payment.

14.2 These General Terms and any other agreement between AAK and the buyer shall be governed by Swedish law, without regard to its principles of conflict of laws, except that the regulations regarding defects and remedies set out in the Swedish Sales of Goods Act (1990:931) and the Swedish law (1987:822) on International Sale of Goods shall not apply. Reasonably been identified by the buyer and that the defects have been caused by negligence on the part of AAK.

B. SPECIFIC CONDITIONS FOR TREATMENT AND PROCESSING OF PRODUCTS

15 GENERAL

15.1 In this section B:

- a. "AAK" shall mean the company that undertakes to carry out or cause to carry out one or more of the activities mentioned below.
- b. "Client" shall mean the party that, either for itself or for others, instructs AAK to carry out the below-mentioned activities.
- c. "Products" shall mean vegetable oils and fats offered to AAK for Treatment and Processing, and any by-products and end products that are the result of such Treatment and Processing.
- d. "Treatment and Processing" shall mean the refining and any other treatment the Products undergo at AAK, including the melting, pouring, storing, packaging and shipping thereof.

16 ORDERS

16.1 The Client shall ensure that AAK 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. AAK 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, costs and damage AAK might suffer due to the Client's failure to provide AAK 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 AAK. If there is a discrepancy in the information provided to AAK and the actual state, any and all loss, costs and damage resulting from this shall be for the Client's account. Unless expressly agreed otherwise the Client shall in no event require AAK to use aids or tools of a specific brand, or of a specific quality.

17 DELIVERY OF PRODUCTS FOR PROCESSING

17.1 The Client is responsible for and shall bear the risk and cost for delivery of the Products to AAK's site.

17.2 AAK 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.

17.3 With respect to Products that are in a damaged or defective state upon delivery AAK shall have the right, but shall not be obliged, to look after the interests of the Client and to undertake remedy for the account and risk of the Client. Client shall not derive any rights towards AAK from the manner in which AAK executes this.

17.4 AAK does not accept any liability towards the Client regarding the characteristics, composition, purity, and quantity of the Products upon delivery.

17.5 AAK shall be entitled to damages and compensation of loss of profit and other loss, costs and damage 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 section 20.4 of these General Terms.

17.6 The moment of delivering Products for processing is scheduled by AAK. Any agreements regarding the delivery times are by approximation only and shall not prevent AAK from setting the delivery time at an earlier or later date than what was originally agreed.

17.7 AAK shall not be liable for any loss, cost or damage the Client incurs as a result of the scheduled moment of delivery being brought forward or delayed.

18 DELIVERY OF PROCESSED PRODUCT

18.1 AAK shall make the processed Products available "EX WORKS" relevant national AAK-site (in accordance with the latest prevailing version of "INCOTERMS"). AAK shall at no time be owner of the Products and is not considered to be a producer within the meaning of Section 6:185 et seq. of the Dutch Civil Code or any other applicable law.

18.2 The moment of delivering the processed Products shall be exclusively decided by AAK. Any agreements regarding delivery times are made by approximation only and shall not prevent AAK from setting the delivery time at an earlier or later date than what was originally agreed.

18.3 AAK may extend the delivery term in the event that AAK 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.

18.4 If the start or execution of the work is delayed due to factors for which the Client is responsible, all loss, costs and damage AAK incurs as a result shall be for the Client's account.

18.5 Unless agreed otherwise in writing, the Client shall take delivery of the processed 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.

18.6 If the Client fails to fulfil the obligation mentioned in section 18.5, AAK may at all times move the processed 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.

18.7 AAK shall be entitled to damages and compensation of the loss of profit and of other expenses and loss, costs and damage caused by the Client's failure to timely retrieve the Products treated and processed by AAK.

18.8 AAK shall not be liable for any loss, cost or damage the Client incurs due to the processed Products being ready for delivery earlier or later.

19 QUANTITIES

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

20 INSPECTION

20.1 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 AAK needs to know.

20.2 The Client shall be liable for submitting in writing the information referred to in section 20.1 and shall be responsible for the integrity of, among other things, the food safety of the supplied and delivered Product. AAK shall in no event be liable for the accuracy (or inaccuracy) or completeness (or incompleteness) of the information and/or for the consequences arising from the written description of the Products submitted by the Client.

20.3 Upon inspecting the Products, AAK may refuse the Products if they (i) do not meet the regulations mentioned in section 20.4 or any other regulations that are applicable to the Products, (ii) are not consistent with the Client's description or (iii) do not comply with the conditions stipulated by AAK, without prejudice to its right to recover from the Client any and all costs, loss and damage incurred.

20.4 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.

20.5 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, costs and damage, including consequential loss and any loss suffered by other clients of AAK.

21 SAMPLE-TAKING

21.1 AAK 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.

21.2 In the event of any disputes regarding the quality of the supplied Products, the samples taken by AAK and the analysis made of them by AAK shall be binding.

21.3 AAK may use the information that was obtained from the samples as basis for calculating the fee it is owed.

21.4 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.

22 STORAGE

22.1 AAK does not have its own storage facilities. The Client is responsible for when required finding storage space itself timely before the processing or treatment of the Products. AAK shall in no event be liable for any loss, cost or damage resulting from storage prior to Processing and Treatment.

22.2 The processed Products shall be delivered directly from the tanks of AAK. Unless otherwise agreed in writing, the Products shall not be stored after Processing and Treatment.

22.3 If the provisions of section 22.2 are departed from in writing, the Client shall state in writing in advance whether specific processed Products require special storage; failure to do so shall in no event result in AAK being liable for any loss, cost or damage due to faulty storage, if any.

22.4 Any storage-related costs shall be for the Client's account.

22.5 Storage costs shall be calculated on a monthly basis, whereby part of a month shall be counted as a full month.

22.6 Any loss of quality or quantity caused by long-term storage shall in no event be for the account or risk of AAK.

23 OTHER FORMS OF PROCESSING OR TREATMENT

23.1 The Client shall state in advance in writing whether certain Products, before or after processing, require a special treatment; failure to do so shall in no event result in AAK being liable for any loss, cost or damage due to faulty treatment or processing, if any.

23.2 Any costs related to special treatment shall be entirely for the Client's account.

23.3 Any loss of quality inherent to the Treatment and Processing shall in no event be for the account and risk of

AAK.

23.4 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, AAK shall become the owner of the fatty acids as from the delivery date; as from this day AAK may also decide to sell these by-products.

23.5 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.

24 PACKAGING

24.1 When the processed Product shall be delivered in drums or IBC's, or if otherwise agreed between the parties, AAK will provide the packaging material.

24.2 When AAK 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.

24.3 AAK offers new or refurbished packaging materials. The Client shall notify AAK if special packaging and/or packaging techniques are required for the processed Products which also in such case shall be at the Client's cost; failure to do so shall in no event result in AAK being liable for any loss, cost or damage due to faulty or contaminated packaging, if any.

24.4 If the Client wants used packaging materials to be used, or packaging materials to be reused, AAK shall in no event be liable for any loss, cost or damage due to faulty or contaminated packaging, if any.

25 LIABILITY

25.1 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.

25.2 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 AAK. AAK treats and processes a large amount of products and is unable to guarantee that Products will not be mixed with other products.

25.3 To the extent that errors in the Treatment and Processing are attributable to the intent or gross neglect of AAK, the liability of AAK shall be limited to compensating the Treatment and Processing price and the loss of value of the Products that is demonstrably caused by AAK, which loss of value shall be determined by AAK's claims adjuster. AAK shall under no circumstance whatsoever be liable for any loss of production, loss of profit or any other pure economic loss or damages or any indirect or consequential loss, costs or damages.

25.4 The Client shall fully indemnify AAK against any and all loss, costs and damage arising from the presence, use, transport, Treatment, and Processing of the Client's Products, unless the Client demonstrates that such is caused by a wrong treatment on the part of AAK.

25.5 The Client shall indemnify AAK against any third-party claims brought against AAK in connection with Products entrusted by the Client to AAK, 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.

26 FORCE MAJEURE

26.1 In addition to the force majeure situations listed in section 13, the following circumstances shall in any event constitute an event of force majeure for AAK under this section B:

- a. Changes in quality of the Products, before or after processing or treatment, as a result of the passing of time, transport, changes in temperature, weather conditions, humidity, dryness factor and air supply.
- b. Hidden defects in pipes, pumps, scaffolding, foundations and other appliances.
- c. Government regulations or other statutory provisions.
- d. Mobilisation, war and kindred risks, rebellion, revolution, epidemics, strikes, work-to-rule, sabotage, import and export bans, bans on transit, or similar impediments.
- e. Natural disasters, flooding, water damage, fire, frost, interruptions in the energy supply, defects to machinery, e.g. computer outage.
- f. (Bio) terrorism.
- g. Any other circumstances that AAK was in reason unable to avoid.

26.2 If there is an event of force majeure, AAK 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 AAK has already partially fulfilled its obligations, it may charge the Client a proportional part of the contract price.

27 TERMINATION

27.1 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, AAK may terminate the agreement and cease its activities with immediate effect without judicial intervention or notice of default.

27.2 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, costs and damage AAK suffers, including loss of profit, costs of Treatment and Processing, packaging costs and/or storage costs.

28 RIGHT OF RETENTION; RIGHT TO LIEN AND SETOFF

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

29 OBJECTIONS

29.1 Any claim towards AAK on account of any defect or shortage, quality, packaging and/or improper storage shall, in any case, be deemed waived by the Client unless submitted to AAK in writing not later than eight (8) days from the delivery date. AAK shall be given reasonable opportunity to investigate all claims from the Client.

29.2 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.

30 GUARANTEE

30.1 AAK guarantees that it shall use commercially reasonable 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.

30.2 Any Treatment and Processing losses higher, and any quality less, than expected shall be for the Client's account and risk and AAK shall not be liable to pay any compensation as a result.

30.3 Insofar as suppliers of AAK grant any guarantees, AAK shall not grant any guarantees that go beyond what these suppliers have granted.

30.4 AAK 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 AAK.

31 CUSTOMS AND EXCISE DUTY

31.1 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 AAK to file the relevant returns.

31.2 All clearance charges shall be for the Client's account. The Client shall indemnify AAK against any inaccurate and/or incomplete data that have been provided, regardless by whom, to the relevant authorities.