

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES
SIME DARBY UNIMILLS B.V. WITH REGISTERED OFFICE IN ZWIJNDRECHT, THE NETHERLANDS**

These General Terms and Conditions were filed at Chamber of Commerce in Rotterdam on 1 January 2015 under number 24328835.

1. GENERAL

- 1.1 In these General Terms and Conditions of Purchase "SDU" is understood to mean Sime Darby Unimills B.V. and "Supplier" is understood to mean the party that delivers goods or provides services to SDU. SDU and the Supplier will hereinafter be jointly referred to as the "Parties". The term "Goods" is understood to mean raw materials, including lecithin, commodities, excipients and ingredients and other movable property, including installations, to be delivered by the Supplier to SDU. The term "Services" is understood to mean the services provided by the Supplier under the agreement between the Parties. "Agreement" is understood to mean the agreement for the delivery of Goods and/or the provision of Services between the Parties.
- 1.2 These General Terms and Conditions apply to all arrangements made between the Parties pertaining with regard to the purchase of Goods or the provision of Services, including but not limited to requests for a quotation, quotations, (purchase) orders and all agreements.
- 1.3 The applicability of any general terms and conditions (of sale) of the Supplier is expressly rejected by SDU and such terms and conditions do not apply to the Agreement. If the Parties agree that both these General Terms and Conditions and the general terms and conditions of the Supplier apply, then SDU's terms and conditions will take precedence.

2. ORDERS

- 2.1 The Agreement is concluded on Supplier's acceptance of SDU's (purchase) order, purchase request or (e-mail) confirmation (hereinafter: "Order"). The performance of an Order will be considered to be the acceptance of that Order.
- 2.2 The Supplier is not entitled to revoke its offer.
- 2.3 If the Supplier's acceptance contains amendments to the Order, then the Agreement will only become effective after SDU's approval. If the Supplier starts to perform the Agreement without SDU's approval, then the content of the Agreement is the same as the content of the Order.
- 2.4 SDU is entitled to cancel an Order at any time, without bearing any liability for (financial) loss incurred by the Supplier and/or third parties, unless an Agreement has already been concluded, in which case SDU will compensate the Supplier for reasonable and direct costs.
- 2.5 SDU is entitled to issue instructions for the execution of the Agreement, for example with regard to the date and time at which the Goods or Services are delivered, the packaging or the delivery of the Goods or Services in instalments, even after the Agreement has been concluded, without bearing any liability for (financial) loss incurred by the Supplier and/or third parties.

3. DELIVERY

- 3.1 Unless agreed otherwise in writing, the delivery takes place DDP, Lindtsedijk 8, 3336 LE Zwijndrecht, the Netherlands (Incoterms2010).
- 3.2 The agreed time of delivery of Goods or time to provide the Services is of the essence.
- 3.3 Unless agreed otherwise in writing, the risk of the Goods will be transferred in accordance with the agreed delivery conditions (Incoterms2010) and the ownership of the Goods will be transferred to SDU simultaneously with the transfer of the risk or as soon as 20% of the Goods has been paid for.
- 3.4 Without prejudice to the provision in clause 3.2, the Supplier is obliged to notify SDU immediately of any delay or anticipated delay in the execution of the Agreement.
- 3.5 SDU is entitled to investigate the Goods or the Services within a reasonable period after the delivery or provision thereof. SDU will send notice of defaults or non-conformities within a reasonable period after discovery of the default or non-conformity. Failure to carry out an entrance control does not constitute a waiver of the right to make claims or of any of SDU's other rights.

- 3.6 The Supplier will permit SDU and its representatives at any time and without previous notice to inspect, audit and test the Goods during manufacture, processing or storage at the premises of the Supplier and the Supplier will cooperate with the inspection and provide SDU with all facilities required for such inspection and testing. The cost of providing such facilities will be borne by the Supplier.
- 3.7 If requested by SDU, the Supplier is obliged to repair or replace the defective or non-conforming Goods and/or to correct Services provided incorrectly, inaccurately or incompletely within the period stipulated by SDU. If SDU does not stipulate a period, a period of 4 hours with regards to processing aids and 24 hours for all other Goods and/or Services after the request of SDU will apply.
- 3.8 The Supplier is not entitled to deliver the Goods or provide the Services in instalments, without the prior approval of SDU.
- 3.9 SDU is entitled to give instructions to the Supplier for the purpose of an orderly and safe delivery of the Goods and/or provision of the Services. The Supplier is obliged to follow the instructions of SDU. Upon request, the written instructions will be provided by SDU.
- 3.10 The Supplier will never be entitled to suspend its obligations under this Agreement without the prior written approval of SDU.
- 3.11 The Supplier will deliver packed Goods in proper and original packaging, which complies with all applicable laws and regulations.
- 3.12 Packaging will be deemed to be free of charge. Unless otherwise agreed, SDU is entitled, but not obliged, to return the packaging to the Supplier. The Supplier will bear the full cost of the return and destruction of the packaging.
- 3.13 Without prejudice to SDU's rights based on this clause 3, SDU has the right to claim damages in the event of the Supplier's non-performance.

4. GUARANTEE

- 4.1 The Supplier warrants that the Goods delivered and the Services provided are without defaults and are in conformity with the Agreement, including the specifications provided or accepted by SDU, and that they are suitable for the use intended by SDU, inasmuch as such use is known to the Supplier. The Supplier also warrants that the Goods delivered are traceable to the source and that it can provide all relevant documentation with regards to the Goods, unless agreed otherwise in writing.
- 4.2 The Supplier warrants that it complies with all applicable safety, health, labour, environmental and other laws and sector regulations and that it is sustainable and complies with ethical practices.
- 4.3 The Supplier of raw materials declares and warrants that it is certified Halal and Kosher and that it meets the Sime Darby Code of Conduct and the EPPA Code of Conduct and will continue to be certified and to meet said codes of conduct during the performance of the Agreement. The Supplier will provide proof and/or certification indicating that it meets these requirements upon request.
- 4.4 The Supplier warrants that third parties engaged by the Supplier meet the requirements mentioned in clauses 4.2 and 4.3 and indemnifies SDU for claims of other third parties that arise from a breach of these requirements.
- 4.5 The Supplier warrants that the Services and/or the Goods and the use thereof, inasmuch as such use has been agreed or can reasonably be foreseen:
 - a) do not infringe any national or international law, including but not limited to laws regarding food;
 - b) do not infringe any industrial or intellectual property right.

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5. LIABILITY AND INDEMNIFICATION

- 5.1 The Supplier will always be liable for all (consequential) damages, losses and costs incurred as a result of defaults or non-conformities of the Goods delivered and/or the Services provided and for all costs and losses incurred by SDU as a result of late delivery or non-delivery of the Goods and late provision or non-provision of the Services.
- 5.2 The Supplier indemnifies SDU against third party claims based on a defect in the Goods or Services.
- 5.3 SDU will never be liable for any damage or loss on the part of the Supplier due to a breach of Contract or a non-contractual liability, unless the damage or loss has been caused by an intentional act or wilful recklessness on behalf of SDU or its management.
- 5.4 The Supplier will take out adequate insurance against damage as referred to in clause 5. The Supplier will make sure an annotation is made on the policies to the effect that any compensation payments by the insurance company will be made directly to the person who actually suffered the damage. The Supplier will keep a certificate of insurance duly available for inspection by SDU.

6. RECALL

- 6.1 The Supplier will provide SDU with all relevant batch records and product information pertaining to the Goods or products to be recalled and any information that SDU requests in order for it to manage the product recall effectively. The Supplier will cooperate with the recall and will bear its own costs for providing information and for cooperating with the recall.

7. FORCE MAJEURE

- 7.1 Non-performance or inadequate performance resulting from a situation beyond a party's control (force majeure) will be understood to mean that which is understood thereby under the laws of the Netherlands.
- 7.2 No appeal to force majeure may be made on the grounds of default by third parties engaged by the Supplier, machine or production break downs or strikes.
- 7.3 If a situation of force majeure lasts for longer than one month, then SDU has the right to terminate the Agreement unilaterally. Moreover, SDU has the right to terminate the Agreement on the same basis if the situation of force majeure lasts for shorter than one month and if SDU no longer has any reasonable interest in taking delivery after termination of the situation of force majeure.
- 7.4 Non-performance on the part of SDU in a situation of force majeure will not entitle the Supplier to terminate the Agreement.

8. PRICES, INVOICE AND PAYMENT

- 8.1 All prices are in Euro and are fixed and inclusive all costs, including but not limited to costs of transport, packaging, insurance, duties and other costs not specified, and excluding VAT, except where otherwise agreed in writing.
- 8.2 The Supplier is not entitled to increase the prices without SDU's prior written approval.
- 8.3 Unless agreed otherwise, a payment term of 60 days after the date of invoice applies.
- 8.4 The invoice will meet all legal requirements and will contain at least the following information: order number of SDU, price, volume, bank account details including IBAN and BIC, name and, if applicable, number of the Supplier, number of Chamber of Commerce and VAT number of the Supplier. The invoice will be for the attention of the Financial Department of SDU.
- 8.5 SDU is entitled to defer its payment obligation if the invoice is disputed or if the Goods or Services are disputed. Such deferral will not result in any obligation on the part of SDU to pay interest or any other compensation to the Supplier.
- 8.6 Payment for the Goods and/or Services will never imply a waiver of the right to make claims or of SDU's other rights.
- 8.7 SDU is entitled to deduct from the amounts which it owes for whatever reason to the Supplier or to other companies forming part of the same group as the Supplier the amounts which SDU or other companies forming part of the Sime Darby Group can

claim for whatever reason from the Supplier or from other companies forming part of the same group as the Supplier.

9. TERMINATION

- 9.1 Without prejudice to the other provisions in these conditions, SDU is entitled to terminate the Agreement unilaterally by means of a written notification to the Supplier:
 - a) if the Supplier fails to comply with, does not comply in good time with, or does not comply properly with the obligations resulting from the Agreement or from other Agreements between the Parties;
 - b) if the Supplier has been declared bankrupt, has applied for suspension of payment or liquidates its business, or transfers it to third parties.

10. INTELLECTUAL PROPERTY AND INFORMATION

- 10.1 All Intellectual Property Rights (hereinafter: "IP rights") are and shall remain the exclusive property of the party owning them. The Supplier assigns and shall procure the assignment of IP rights that arise in respect of any Goods and/or Services to SDU, with full guarantee and free from any third party right.
- 10.2 If SDU provides the Supplier with information, such as (digital) data, drawings, models or other (technical) information or such information is collected by the Supplier (hereinafter: "Information"), the following conditions will apply:
 - a) the Information will remain the exclusive property of SDU. The Supplier will, upon SDU's first request thereto, return to SDU the Information together with all copies thereof as well as any working documents;
 - b) the Supplier undertakes to treat the Information as confidential in accordance with clause 11.1. The Supplier is only allowed to make Information known to members of its personnel, inasmuch as this is necessary for the performance of SDU's Order and the Supplier must furthermore in turn oblige said personnel members to treat this Information as confidential;
 - c) the Information can only be used by the Supplier solely for the performance of SDU's Order.

11. Miscellaneous

- 11.1 The Supplier is held not to disclose any information regarding SDU with a confidential character for the term of the Agreement and for at least 10 years after termination of the Agreement, unless agreed otherwise. Confidential information is to be understood in any event as information of a confidential nature, including but not limited to sensitive company information, information about innovation projects, SDU's methods or procedures, information related to IP rights and the Information. In the event of the Supplier's breach of this confidentiality clause, the Supplier will owe a financial penalty of € 25,000 per breach and an amount of € 2,500 per day that the breach continues, without prejudice to SDU's entitlement to damages.
- 11.2 The Supplier cannot transfer its rights and obligations under the Agreement to a third party without the prior written approval of SDU.
- 11.3 Any provisions that are void or voidable will not affect the validity of the other provisions.

12. APPLICABLE LAW/DISPUTES

- 12.1 This Agreement is subject to Dutch law and the competent Court of Rotterdam has exclusive jurisdiction on any disputes arising from the Agreement.
- 12.2 The provisions of the Uniform Act on the International Purchase of Corporeal Movables (LUVI, The Hague, 1 July 1964) and the United Nations Convention on International Purchase Agreements (CISG, Vienna, 11 April 1980) do not apply, except where agreed otherwise in writing.

Version January 2015