

GENERAL TERMS OF PURCHASE AND COLLECTION BENELUXVET B.V.

I. Applicability

- 1.1. Unless otherwise expressly stated and / or agreed, to all offers, agreements and deliveries of goods and / or services by Beneluxvet BV, incorporated and domiciled in Dronten, or one of its subsidiaries (hereinafter "Buyer"), with third parties (hereinafter "Seller") these terms and conditions apply.
- 1.2. Any general terms and conditions used by the Seller, however named, are expressly rejected and shall not apply to this Agreement, unless such conditions or any provision thereof were explicitly accepted by the Buyer in writing.
- 1.3. Conditions deviating from these clauses, to which the Seller in any way whatsoever refers or that he in any (other) connection mentioned or which are commonly used in commercial practice will not be accepted and expressly rejected by the Buyer.
- 1.4. Changes to the agreement between the Buyer and the Seller and deviations from these general terms and conditions will only be effective if agreed on in writing between the Buyer and the Seller.
- 1.5. If one or more provisions of these terms are found or rendered to be by a judge, the remaining provisions will remain in full force.

II. Definitions

- 2.1. The definition "quality" in this agreement indicates the classification of products according to the ISCC regulations and the hereto belonging documents like a self-declaration or delivery note and the Euralcode / waste definition / CAT3 definition, which are valid for the gathering, melting, production, storage and sales of reusable edible oils and fats for use in bio-energy and oleo chemical industry.
- 2.2. The definition "returnable packaging" in this agreement indicates packaging, belonging to Buyer, by its nature intended to transport products, including but not limited to collection boxes (roll) containers, barrels and pallets.
- 2.3. The definition "collection costs" in this agreement indicates the fees payable to legal services to obtain payment of a claim from Seller.

III. Offers, orders and agreements

- 3.1. All acts by or on behalf of the Buyer, orally or in writing, are without obligation, unless an offer is made in a written quote specifically mentioning the acceptance period and signed by an authorized manager of Beneluxvet.
- 3.2. Direct orders from Seller may only be binding to Buyer if they have been accepted by the Buyer in writing. The risk of the proper confirmation and execution of such telephone orders given by the Buyer rests with the Seller.
- 3.3. If the Seller places an collection order with stipulation of any prize or condition which, though in some minor points, deviates from the offer / contract or the further agreed upon between the parties, the proposed agreement will not be completed unless subsequently confirmed, within 5 working days, in writing by the Buyer.
- 3.4. Direct orders from Seller are irrevocable once they are accepted by the Buyer. If the Buyer at the request of the Seller, after acceptance of the direct order of Seller, still accepts a cancellation or reduction in detriment of the Buyer, the Seller is obliged to compensate the

- Buyer with a compensation of up to at least 25% of the total amount of the reduction, notwithstanding the Buyer's right to other compensation.
- 3.5. An agreement between the Buyer and the buyer is only concluded after the buyer's written agreement in concern to the Buyer's offer is received by the Buyer.
 - 3.6. If a purchased batch is delivered in instalments, each delivery shall be handled as a separate contract.
 - 3.7. A vendor's estimate of the costs associated with an order (such as transport, packaging and / or packaging costs, etc.) is never binding. The buyer will never be able to derive rights from such an estimate.

IV. Quality, quantity and weight

- 4.1. Quality standard, quantity and weight of the goods purchased by the buyer, is determined at the time that the goods have arrived and are processed at Buyer's location.
- 4.2. The weight and the amount of the items purchased by buyer, to be delivered by Buyer, shall be determined by weighing in the company or warehouse of the Buyer. Buyer may be present at this check and / or perform a check. The Buyer guarantees that the weighing is carried out using calibrated weighing equipment and that there will be a proper quantity control.
- 4.3. All statements by buyer concerning numbers, measures, weights, quantities and / or other information relating to the items, will be obtained with as much care as possible. Buyer cannot guarantee that minor deviations might occur. In the industry, deviations of up to 5% are, in any case, admitted and give buyer no reason for discounts or rejection.
- 4.4. The quality of the goods purchased by the buyer may, at the time of transport of the delivered goods from the Sellers company or warehouse, at the request and expense of the Seller, be further assessed by an independent expert, concerning which the parties must have agreed upon by prior written consent. This quality check will take place in a manner customary to the sector in the presence of both Seller and Buyer, through verifying samples and, if necessary, Seller providing proof that the batches from which the samples are drawn exclusively derive from Seller.
- 4.5. It is the Sellers responsibility to establish whether its order and / or sold goods and the accompanying documentation, packaging, labelling and / or other information comply with all the legal provisions of the country of departure.
- 4.6. Seller is at all times responsible for the correct name and material codes related to the by Buyer purchased goods. The correct Euralcodes, legal information, regulatory and other material related information has to be handed over to Buyer.

V. Return Packaging

- 5.1. The Buyer commits, in respect to the buyer, to properly package the buyer's purchased goods (unless the nature of the goods dictates otherwise), and in such a way that if regularly transported they will reach their destination in good condition.
- 5.2. Return Packaging remains the property of the Buyer and should be returned, paid for its transport, undamaged and in good condition, or be delivered with a next order / load to buyer. The costs and risks of the transport of empty return packaging are for the account of the Seller.
- 5.3. If empty return packaging has not been returned within two months after the date of delivery by the Seller, and the Seller remains reluctant to return the packaging after a notice and summation, the Buyer holds the right to be compensated for damages, based on the current acquisition cost of the return packaging.
- 5.4. All return packaging, temporarily made available to the Seller, (whether or not under

- calculation of a deposit or deposit) is intended solely for the packaging of the Buyer's goods.
- 5.5. The return packaging must not be used for any purpose other than for which it is intended. The Seller is not entitled to offer the return packaging of Buyer to third parties.
 - 5.6. Once the returnable packaging is released, the Seller should clean it if it has not been cleaned by Buyer, and store them in accordance with the hygiene requirements of the industry. The costs deriving from this procedure are to be paid by the Seller.
 - 5.7. If the Buyer receives return packaging which is not or not properly cleaned by the Seller, the costs for cleaning must be paid for by the Seller according to the appropriate rate in the industry. To assess whether the returnable packaging is properly cleaned, the requirements of hygiene in the industry are to be held as standard.
 - 5.8. In case of loss of, or damage to, the return packaging, Seller is responsible for returning the packaging in good order or to compensate Buyer for the value of the missing or broken packaging.

VI. Delivery period

- 6.1. The delivery period starts after completion of the contract, after the Buyer received all the necessary (delivery) materials, documents, working and safety procedures and data from Seller. Any prepayment of the Buyer will be payable by Seller to Buyer unless Seller has delivered goods equal to the amount Buyer has been prepaying.
- 6.2. The Seller is obliged to deliver the necessary instructions and information for loading, transportation or purchase to the Buyer at least before the actual collection, transportation has started.
- 6.3. The date stated by the Buyer on the Bill of Lading or Waybill is deemed as the date of loading.
- 6.4. Individual Collection dates and times indicated by the Buyer are indicative and will never be regarded as deadlines. In the event of late collection, the buyer is never entitled to claim compensation for additional or replacement, direct or indirect damages, or failure or suspension of any part of the agreement or any other agreement or obligation to termination or rescission of the contract.

VII. Delivery, collection, storage

- 7.1. Unless otherwise agreed, the collection will happen according to free on truck (fot) or free on board (fob). This means that Buyer is liable for its bought goods only up to the time of the actual loading of the goods in the transport of the buyer. After the time of loading, when the products have left the business or warehouse of the Seller, all risks shall be borne by the Buyer.
- 7.2. In case the Buyer must arrange the means of transportation, he will inform the Seller, in a timely fashion, concerning the date of departure and/or the expected time of arrival at the place of collection.
- 7.3. Buyer has the right to use third parties for the execution of the contract, or parts thereof.
- 7.4. The Seller ensures that the carrier has the opportunity to collect the items to the specified collection address and to do the utmost to prevent or limit the waiting time for the carrier. Any costs associated with excessive delays are to be paid by the Seller. During the loading, receipt of the goods and the loading of return packaging, the Seller will provide assistance and guidance, without claim to any compensation.
- 7.5. The Buyer holds the right, when normal air, water, road or rail transport is impossible or structurally complicated, to collect the goods in a manner that seems best to ensure a timely collection (wherever possible).

VIII. Force Majeure

- 8.1. The Buyer is entitled, without risking defaulting, to suspend the collection of the goods purchased by the Buyer, if, as a direct or indirect result of one or more causes, mentioned in article 8.3 -, no matter whether they could have been expected at the time of the conclusion of the contract - the likelihood of a timely collection is reasonably affected.
- 8.2. If, as a result of one or more causes, mentioned in clause 8.3., transport costs rise excessively, the Buyer may require the Seller to choose between a timely collection and accepting the added costs, or to suspend the collection to a specified date to be determined in consultation.
- 8.3. Force majeure on the part of the Buyer, is the case if the Buyer after the conclusion of the contract is obstructed to fulfil its obligations under this agreement or the preparation thereof as a result of war, threat of war, civil war, terrorist attacks, riots, strikes, occupation, lockouts, fire, environmental and water damage, flood, government measures including import and export measures, extreme weather conditions, failure in the supply or provision of raw materials, disruptions in the supply of energy and business supplies, failure by a supplier whose goods are involved, defective machines and equipment, defective vehicles, transport obstructions, revocation or non-renewal of necessary licenses, certificates, licenses, etc., and also due to all other causes which arise beyond the control of the sphere of Buyer.
- 8.4. If due to force majeure, as defined in clause 8.3., the collection is delayed for more than three weeks; both the Buyer and the Seller may cancel the contract unilaterally concerning the dissolution of the unfulfilled part by giving written notice to the other party. In that case, the Buyer is only entitled to reimbursement of the costs incurred by him.

IX. Retention of title

- 9.1. If Buyer makes a pre-payment, Seller has to deliver goods for the value and quality agreed within one month after the pre-payment. If Seller is not able to deliver goods, Seller will refund the pre-payment within 2 days after written notice of Buyer.

X. Objections

- 10.1. Upon collection of the goods and arrival at Buyers location, the goods will be checked by Buyer for faults or specification differences as agreed. Difference will be reported to Seller and adjusted in the financial compensation of the goods as stated in the contract or agreed otherwise between Buyer and Seller.
- 10.2. Defects which could not be reasonably found within the above mentioned time limit should be reported to Seller immediately after discovery and at latest within 30 days after the loading date in accordance with the bill of lading or transport document.
- 10.3. In case the complaint of Seller concerns received invoices, they should be brought to the Buyer's attention within 14 days after the invoice date, by letter or mail. Complaints received by Buyer after the expiry of the aforesaid period of 14 days, shall no longer be considered by the Buyer. The Seller is considered to be in agreement with the invoice after the aforesaid expiry period of 14 days.

XI. Prices, payment

- 11.1. The purchase price is excluding VAT.
- 11.2. Every government measure which results in unforeseen expenses and imposition or modification of taxes, duties, levies and other national, international and / or EU government imposed costs which were not foreseen at the conclusion of the contract, give the Buyer the right to change the prices accordingly with immediate effect. Any price decreases thereby

incurred shall be borne by the Seller.

- 11.3. Buyer is always authorized to deduct the amount owed to the Seller from whatever, whether claimable or not, subject to conditions or timing, the Seller might owe.

XII. Liability

- 12.1. The Buyer's liability in connection with any shortcomings on collection or related services is limited to the amount of the purchase price of the goods, as stated on the invoice belonging to this collection. If in following this procedure no purchase price can be identified, the liability of the Buyer is limited to the amount that it will receive from its liability insurer.
- 12.2. Buyer shall, except in cases of wilful misconduct or gross negligence, never be liable for a lack of a collection or an error in service, resulting from any defect or fault of behaviour collection or service delivered by Buyer.
- 12.3. The Buyer accepts no liability in connection with a collection or service to Seller in regard to consequential damages, including, but not limited to, business, consequential, business obstruction and loss of income or profits, loss of business, environmental, damage to the name and / or goodwill, which the Seller may suffer as a result of the fact that the collection or services have taken place or could not take place, unless the Seller proves that there is intent or deliberate recklessness on the part of the Buyer or that the Buyer had known that the collection or service could not be delivered within a period of 14 days after the specifically agreed date in writing by Buyer.
- 12.4. Any claim against Buyer, except those recognized by the Buyer, will lapse by the mere passing of 3 months after the occurrence of the claim.
- 12.5. The employees of the Buyer or auxiliaries called upon for the execution of the agreement may rely on all the provisions in the agreement as if they were part of the agreement.
- 12.6. The Seller shall entirely safeguard Buyer and its auxiliary persons for any liability whatsoever in connection with the execution of the agreement. In connection with the safeguard duty, the Seller is obliged to pay the reasonable costs for defending against claims of third parties.

XIII. Defaulting by Seller

- 13.1. If the Seller will be, in any way, negligent in concern to its obligations, in particular those for delivery of the goods, or if one or more delivery deadlines have passed without the Seller the sold goods has delivered, also in case of bankruptcy, suspension of payments, closure, liquidation, receivership or dissolution of the Seller, the Buyer holds, without influencing his right to require compliance, at any time, without notice entitled:
 - a) to cease all further collections, regardless of any contract;
 - b) to unilaterally terminate, in part or completely, all on-going contracts, by written notice to the Seller;
 - c) demand a full compensation of interest, damages and costs incurred from the Seller.
- 13.2. Seller declares that the delivered goods, for as far as known, do not infringe applicable law in the Netherlands concerning waste goods or waste materials as declared in European and or Dutch law.

XV. Applicable law

- 15.1. All agreements between the buyer and the Buyer closed, only Dutch law applies.
- 15.2. The Vienna Convention on International Sale of Goods (UN Vienna Convention April 11,

1980) will be between the Buyer and the buyer contracts do not apply.

XVI. Disputes

- 16.1. Any dispute arising from the agreement between the Buyer and the Seller or any other agreement, including collection of a claim, shall be exclusively subject to the discretion of the Dutch court of Midden-Nederland
- 16.2. The provisions of this article shall not affect the Buyer's right to refer the dispute to be submitted to a competent court in accordance with regular rules, at the discretion of the Buyer.
- 16.3. The explanation of the Dutch version of these general terms and conditions are binding.

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