

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY DUYNIE LTD.

Article 1 Applicability

1.1 These terms and conditions are used by Duynie Limited, as well as by its affiliated companies, hereinafter referred to as "Duynie".

1.2 These terms and conditions apply to all offers by Duynie and all contracts with client(s) ("Buyer(s)") of Duynie.

1.3 The applicability of any general terms and conditions (of purchase) applied by the Buyer is hereby expressly rejected. Duynie is not bound to the derogations from the Duynie quote present in the Buyer's acceptance.

1.4 These terms and conditions can only be deviated from following written agreement.

1.5 In the event of conflict between these terms and conditions and provisions specifically agreed to in writing, the provisions specifically agreed to in writing shall prevail over these terms and conditions.

Article 2 Offers, Agreement

2.1 All offers are without obligation, unless agreed otherwise in writing. An agreement is established by an oral order from the Buyer to Duynie, regardless of whether it is confirmed in writing by Duynie. A written confirmation includes in any event confirmation by fax, letter or e-mail. This provision shall not affect the right of Duynie to prove the establishment of an agreement through alternative means.

2.2 All offers are exclusive of sales tax and delivery and freight charges, unless otherwise specified.

2.3 Duynie reserves the right to require security from the Buyer before accepting and implementing an agreement.

Article 3 Prices and Rates

3.1 The price of the goods and delivery depends on the agreed Incoterm (based on Incoterms 2010). Unless expressly agreed otherwise, prices are based on Incoterm DDP, at the price and surcharge for the distance travelled to the delivery address, as stated in the price list valid on the delivery date of the product.

3.2 The introduction and/or increase of import duties, levies, sales tax and/or other taxes on (the delivery of) the goods or any raw materials and/or consumables or any other cost increase occurring after conclusion of the agreement, shall be charged to the Buyer by Duynie.

3.3 We determine the prices based on weight units or using the dry matter content and prices are always exclusive of VAT. Unless expressly stated otherwise, our quoted prices are in GBP.

3.4 If the price has been determined based on the dry matter content and the Buyer can demonstrate that the dry matter content is lower than stated by Duynie, then the price will be adjusted pro rata, unless the difference is less than 5%.

Duynie reserves the right to have the dry matter content measured by an independent expert following re-sampling. The associated costs shall be borne by the party that is unsuccessful.

3.5 The following applies for livestock feed:

- In the event that the price is calculated per weight unit and nothing else has been agreed, the weighing will take place on a calibrated weighbridge chosen by Duynie. Weighing discrepancies of less than 2% are not settled.
- Duynie has fully met its obligations if the difference between the contractually agreed quantity and the actual delivered quantity is not greater than i) 10% for wet products, or ii) 2% for dry products. In the event that the difference is greater than 10% or 2% respectively, the difference up to and including the corresponding percentage is adjusted in line with the agreed price per weight unit, whilst the difference above these percentages will be adjusted in line with the daily price per weight unit valid that day. The following applies for coverings:
 - Duynie has fully met its obligations if the difference between the contractually agreed quantity and the actual delivered quantity is not greater than 10%.

3.6 A consignment note, delivery note or similar document issued upon the delivery shall be deemed to correctly state the quantity of the delivered product, unless the Buyer objects to this immediately upon delivery of the product and has noted this on said document.

3.7 A prepared quote does not obligate Duynie to carry out a portion of the agreement or to deliver a portion of the products stated in the quote or offer at a pro rata calculated portion of the price or rate stated.

Article 4 Transfer of Risk

4.1 Unless expressly agreed otherwise, all deliveries are based on Incoterm DDP. The place of delivery will be determined by the Buyer.

Article 5 Delivery

5.1 All delivery times are approximates only. Exceeding the delivery time, for any reason whatsoever, shall not entitle the Buyer to claims for non-fulfilment of any obligation assumed towards Duynie, including any compensation, unless the Buyer has evidence of intent or gross negligence on the part of Duynie.

5.2 If the Buyer is unable to accept the quantity of goods he has ordered following the offer from Duynie, then Duynie is entitled to charge the additional costs of transport and storage to the Buyer without any further notice.

Article 6 Force Majeure

6.1 Force majeure in the broadest sense of the word releases Duynie from its obligation to deliver within a specified period or on a specified date, and gives Duynie the right, if necessary, to suspend, or to wholly or partially terminate the

corresponding agreement by means of a written notification to the Buyer, without the Buyer being entitled to compensation.

6.2 Force majeure means any circumstance or event that cannot be attributed to Duynie, as a result of which Duynie cannot reasonably be expected to fulfil its obligations, including, to the extent not already included, insufficient harvest, crop failure, operational failure, strike or interruption of operation of any nature, fire, railway strike, defective vehicles, transport problems of any nature that impedes, obstructs or delays transport to Duynie and/or from Duynie to the Buyer, late delivery by one or more suppliers, and conditions in general that disrupt the regular production of Duynie, or the delivery to the Buyer.

6.3 Insufficient harvest or crop failure means the complete or partial failure of harvest of the raw materials and/or consumables required by Duynie, as a result of which Duynie cannot obtain the required raw materials and/or consumable, is unable to do so in good time, or only under more onerous conditions.

6.4 In the event that force majeure occurs while the agreement has already been partially performed, and if the remaining performance will be delayed by more than three months as a result of the force majeure, the Buyer shall keep and pay for the goods that have already been delivered.

Article 7 Retention of Title

7.1 All goods delivered to the Buyer by Duynie shall remain the property of Duynie until the Buyer has met all obligations towards Duynie relating to any current, previous and future deliveries of a similar nature, relating to activities that have been or have yet to be performed by Duynie, as well as relating to other claims Duynie against the Buyer. Until that moment, the Buyer shall be deemed to keep the goods on behalf of Duynie.

7.2 Until the moment the Buyer has fully fulfilled its obligations towards Duynie the Buyer is only entitled to process the goods, to the extent this is part of the normal and regular course of its business.

7.3 At Duynie's first request, the Buyer is required to establish a silent pledge on the goods delivered by Duynie, as soon as Duynie loses the property rights to these for any reason whatsoever, as security for payment of all existing and future claims by Duynie against the Buyer, including those relating to collection costs and interest. Failing this, all of Duynie's claims shall become immediately due and Duynie shall be entitled to dissolve the agreement(s), without prejudice to its right to compensation.

7.4 All goods and packaging in possession of the Buyer, which originated from Duynie are at all times deemed to be the same as those stated on the unpaid invoices, insofar as the quantity of goods in possession of the Buyer does not exceed the type and composition of the quantities stated on the unpaid invoices.

7.5 Pursuant to Articles 7.1 or 7.3, Duynie shall always be entitled to collect these goods without having to serve prior notice. To this end the Buyer provides Duynie authorisation for this now and for henceforth, including the right to access the location where the goods are held and to remove them from this location.

Article 8 Acceptance and Complaints

8.1 The Buyer is obliged to sufficiently inspect the delivered goods or to have them inspected upon delivery and in any case before treating or processing them, to ensure that they match the quality or type stipulated in the agreement.

8.2 All goods delivered by Duynie are considered accepted by the Buyer when:

a. Duynie has not received a written complaint from the Buyer within the period prescribed in Article 8.3, which specifically states the grounds on which the goods are not accepted; or

b. the Buyer uses the delivered goods in its production process, processes them in its end products or re-packages them.

Acceptance, as meant in this Article 8, means the discharge of Duynie of its obligations in relation to the delivery of the goods, which are the subject of acceptance.

8.3 Complaints relating to the delivered quantity of goods and other defects visible upon delivery must be recorded on the accompanying documentation immediately.

8.4 Complaints concerning defects that were not visible upon delivery must be filed in writing (with a clear description) and photographic evidence, within 24 hours after discovery of the defect, but in any case before the Buyer uses the delivered goods in his production process, processes them in his goods, or re-packages them.

8.5 When signing the documents without further reference, or when submitting complaints after the period stated in Article 8.4, Duynie shall no longer be under any obligation to take such complaints into consideration.

8.6 If, after delivery, the nature and/or composition of the goods is changed, or if the goods are fully or partially damaged, re-packaged, if the shelf life has expired or if goods have not been stored in the prescribed manner, complaints will not be accepted.

8.7 Complaints will be taken into consideration provided that the goods are kept at the disposal of or returned to Duynie in accordance with the instructions given by Duynie (also see Art. 10.1).

8.8 In the event that the goods delivered by Duynie are used for a purpose other than the normal use for which they are intended, complaints will not be taken into consideration or accepted.

Article 9 Liability

9.1 Duynie accepts liability only for damages due to an attributable failure to perform under the agreement on the condition that the Buyer notifies Duynie of the default immediately and properly in writing, stating a reasonable period to resolve this failure, and if Duynie continues to fail to meet its obligations after this period. The notification must be sent by registered post and must contain a description of the failure in as much detail as possible, allowing Duynie to respond adequately.

9.2 Except for wilful intent or gross negligence on the part of Duynie or its management, the total liability of Duynie under a agreement for attributable failure to perform under that agreement or for any other reason is limited to the compensation of the actual direct damages up to a maximum of the agreed price of the delivery.

9.3 Under no circumstances shall Duynie be liable for indirect damages, including lost profits, lost savings, loss of goodwill and losses resulting from business interruption, even if Duynie has been made aware of the possibility of such damages.

9.4 Duynie shall not be liable for damages resulting from third-party claims against the Buyer based on product liability if the defect in the goods delivered by Duynie cannot reasonably be attributed to Duynie or a third party for which it is responsible, especially if the defect did not exist at the time when the goods were transported by Duynie or if the defect is due to the Buyer's failure to comply with instructions provided by Duynie.

9.5 All recommendations from Duynie and its employees regarding the use of goods for feeding-stuffs, feed rations and feeding schedules are always given to the best knowledge of the adviser. These recommendations are always without obligation and Duynie can in no way be held liable for the consequences of whether or not they are followed.

9.6 The Buyer shall indemnify Duynie against third party claims relating to damages for which Duynie is not or should not be liable for under the provisions of the preceding paragraphs of this article.

9.7 The Buyer must always try out natural products, including coverings, on a small scale and await the outcome before proceeding to use these natural products on a large scale. In the event that the Buyer does not strictly adhere to the aforementioned advice, Duynie cannot be held liable for the damages as a result of large-scale use.

Article 10 Returns

10.1 Returns are only permitted if Duynie has agreed to such in writing in advance or if such returns are executed by or on behalf of Duynie.

10.2 Unless agreed otherwise, returns are at the expense and risk of the Buyer. In the event that the complaint is upheld by Duynie, Duynie shall reimburse the Buyer for the cost of the return.

Article 11 Packaging

11.1 Any packaging used is a part of the delivered goods and will not be collected by Duynie.

Article 12 Payment

12.1 The Buyer will pay Duynie the agreed price/prices and other expenses for the goods delivered. Invoices are due upon receipt thereof by the Buyer. Duynie reserves the right to commence a debt collection procedure in the event that an invoice remains unpaid after the payment deadline stated on the invoice, without any notice being required. In the event that the invoice does not indicate a payment deadline, the amount of the invoice shall be payable within 8 days. The full costs of the collection, such as postage, phone and internal handling costs, as well as the full processing costs and costs

of (extra) judicial legal assistance, including liquidated costs not brought by a judicial body, shall be borne by the Buyer. The extrajudicial costs amount to a minimum of £ 750 (seven hundred and fifty Pounds sterling).

12.2 Duynie has the right to demand cash payment or payment in advance, if it considers it appropriate, as well as to suspend further delivery as long as payment for previous deliveries is still outstanding. The Buyer is at all times obliged to lodge the security deemed necessary by Duynie for payments due, upon first request.

12.3 Payment shall be considered completed as soon as Duynie received the money.

12.4 In the event of a dispute regarding a part of the invoice, the part of the invoice that is not in dispute must be paid in accordance with the previous provisions.

12.5 For deliveries in parts or instalments, the terms and conditions of payment apply for each partial delivery or each instalment.

12.6 Duynie is entitled to deduct any amounts it owes to the Buyer from any amount that the Buyer owes to Duynie, or to other group members that are part of Coöperatie Koninklijke Cosun U.A.

Article 13 Dissolution

13.1 In the event that the Buyer has in any way failed to comply with his obligations, the Buyer ceases operations, the Buyer requests a suspension of payment, a request for a suspension of payment was filed against the Buyer, the Buyer is in a state of suspension of payment, the Buyer has applied for bankruptcy, an application for bankruptcy was filed against the Buyer, the Buyer is in a state of bankruptcy, or offers an agreement with his creditors or in other comparable circumstances, without prejudice to its right to claim for failure to perform and/or damages, Duynie is entitled to fully or partially dissolve the agreement with the Buyer and/or claim compensation without legal intervention and without any compensation being owed to the Buyer and in the event of a partial dissolution, the delivery to the Buyer may be suspended.

13.2 In the event that the agreement is dissolved on one or several grounds specified in the previous paragraph, any claim that Duynie has against the Buyer will be payable immediately, provided that it has not yet been paid.

Article 14 Confidentiality

14.1 Each of the parties will treat as confidential all information received from the other party that is designated as confidential, or the confidential nature of which should reasonably have been evident (hereinafter referred to as "Confidential Information"). Confidential Information in any event includes the existence, the nature and the contents of the agreement, as well as other business information of Duynie.

14.2 Article 14.1 does not apply to Confidential Information which a) is already publicly known, b) has been independently developed by one party, without the use of the Confidential Information of the other party, c) was received from a third party who was under no obligation to keep such information confidential, d) was already in the possession of the receiving party without an obligation of confidentiality. Article 14.1 does also not apply when the receiving party is forced by

competent authorities to disclose such information, in which case the receiving party will immediately notify the providing party thereof.

14.3 Confidential Information may only be used within the context of the agreement and may only be copied or reproduced insofar as this is necessary in order for the receiving party to perform its obligations under the agreement.

14.4 Each party shall treat the Confidential Information of the other party in the same manner as it treats its own Confidential Information and similar data, and they are at all times required to take the necessary precautions to maintain the confidentiality of such Confidential Information.

14.5 The obligations set forth in this article shall remain in force for three years after the end of the agreement.

Article 15 Intellectual Property Rights

15.1 The intellectual property rights (the ownership of which is) resting with Duynie shall remain the property of Duynie at all times. The Buyer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with Duynie or to any information received from Duynie in any form whatsoever.

15.2 All documents provided by Duynie, such as reports, advices, agreements, designs, sketches, drawings, etc. are solely intended for use by the Buyer and for the project for which they are intended. These documents may not be reproduced, published, edited or processed, nor may they be communicated to third parties without prior permission from Duynie, unless the nature of the document suggests otherwise.

15.3 The designs, sketches, drawings, samples, etc. created by Duynie in the context of the agreement shall remain the property of Duynie, regardless of whether these have been made available to the Buyer or to third parties, unless the agreement expressly states otherwise.

15.4 The Buyer is not permitted to change the delivered goods, wholly or in part, or to provide them with a different brand name and/or packaging, or otherwise to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights of Duynie, unless otherwise agreed in writing.

15.5 The Buyer is not permitted to use any name, trade name, trademark, logo or any other reference to Duynie in any external press release, advertising materials, publicity materials or other, without the permission of Duynie.

Article 16 Disputes and Applicable Law

16.1 Any dispute between the Buyer and Duynie, including the sole recovery of outstanding payments owed by the Buyer, shall in the first instance be heard by the competent judge in the County Court of Wakefield, West Yorkshire.

16.2 Notwithstanding the provisions in paragraph 1, Duynie is at all times entitled to present a dispute for settlement by arbitration to the London Court of International Arbitration ("LCIA"), in accordance with the LCIA Arbitration Rules.

16.3 The laws of England and Wales exclusively applies to all offers of sale and all (purchase) agreements to which Duynie is party. The application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

Article 17 Final Provisions

17.1 With regard to the agreement each party is considered an independent contractor and none of the parties will have the right to represent or bind the other. Nothing in the agreement or in these General Terms and Conditions of Sale and Delivery establishes or will have established a joint venture, a partnership or an agency relationship between the parties.

17.2 The English language is the authentic language of these terms and conditions.

17.3 In the event that one or several provisions of these general terms and conditions would appear to be non-binding, wholly or in part, the other provisions of these terms and conditions remain in force. Duynie reserves the right to replace the non-binding provisions with provisions that are binding and that differ as little as possible from the replaced provision, taking into account the objective and the purpose and intent of these general terms and conditions.

Deposited at Companies House dated 31.12.2012 Fd 005.002/12.12