

**Article 1      Applicability**

- 1.1 These terms and conditions are used by Sensus B.V., as well as by its affiliated companies, hereinafter referred to as "Sensus".
- 1.2 These terms and conditions apply to all offers by Sensus to (a) Customer(s) and all contracts with (a) Customer(s) of Sensus.
- 1.3 The applicability of any general terms and conditions (of purchase) applied by the Customer is hereby expressly rejected. By way of derogation from Article 6:225 paragraph 3 of the Civil Code, Sensus is not bound to the derogations from the quote of Sensus present in the acceptance by the Customer.
- 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 through written confirmation of that agreement by Sensus. The Customer shall be committed to any verbal order placed with Sensus. A written confirmation includes in any event confirmation by letter, e-mail or fax. This provision shall not affect the right of Sensus 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 Sensus reserves the right to require security from the Customer before accepting and implementing an agreement.

**Article 3      Prices and Rates**

- 3.1 Unless expressly agreed otherwise, prices of the goods are based on delivery according to Incoterm (2010) FCA (Free Carrier), at the price and delivery costs as stated in the offer or in the price list applicable on the date of delivery of the goods.
- 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 Customer by Sensus.

**Article 4      Transfer of Risk**

- 4.1 Unless expressly agreed otherwise, all deliveries are based on Incoterm FCA Sellers warehouse (named place of delivery: Sensus factory or depot). The factory, or the depot, from which Sensus delivers is determined by Sensus.

**Article 5      Delivery**

- 5.1 Given the campaign-driven production of Inulin and Oligofructose and the delivery thereof throughout the year, the agreed total volume of goods shall be distributed evenly throughout the year, unless agreed otherwise in the agreement, whereby the mutual interests of both the Customer and Sensus will be taken into account as much as possible.
- 5.2 The determination by Sensus of the quantity of goods to be delivered in a specific delivery to the Customer upon the moment it leaves the factory or the depot of Sensus shall be binding; the Customer is entitled to have a representative present when this is determined.
- 5.3 All delivery times on the agreed date of delivery are approximate only. Exceeding the delivery time, for any reason whatsoever, shall not entitle the Customer to claims for non-fulfilment of any obligation assumed towards Sensus, including any right to compensation.
- 5.4 If the Customer is incapable of receiving the quantity of goods ordered from Sensus, Sensus shall be entitled to charge additional transport and storage costs to the Customer, without having to serve further notice.

**Article 6      Force Majeure**

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

or partially terminate the corresponding agreement by means of a written notification to the Customer, without the Customer being entitled to compensation.

- 6.2 Force majeure means any circumstance or event that cannot be attributed to Sensus, as a result of which Sensus 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 Sensus and/or from Sensus to the Customer, late delivery by one or more suppliers, and conditions in general that disrupt the regular production of Sensus or the delivery to the Customer.
- 6.3 Insufficient harvest or crop failure means the complete or partial failure of harvest of the raw materials and/or consumables required by Sensus, as a result of which Sensus cannot obtain the required raw materials and/or consumables, 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 Customer shall keep and pay for the goods that have already been delivered.
- 6.5 In the event that, as a result of force majeure, the delivery is delayed by more than three months, both the Customer and Sensus are entitled to terminate the agreement, this without the prejudice to the provision of Article 6.4.

#### **Article 7 Retention of Title**

- 7.1 All goods delivered to the Customer by Sensus shall remain the property of Sensus until the Customer has met all obligations towards Sensus 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 Sensus, as well as relating to other claims by Sensus against the Customer. Until that moment, the Customer shall be deemed to keep the goods on behalf of Sensus.
- 7.2 Until the moment the Customer has fully fulfilled its obligations towards Sensus the Customer 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 the first request of Sensus, the Customer is required to establish a silent pledge on the goods delivered by Sensus, as soon as Sensus loses the property rights to these for any reason whatsoever, as security for payment of all existing and future claims by Sensus against the Customer, including those relating to collection costs and interest. Failing this, all claims of Sensus shall become immediately due and Sensus 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 Customer, which originated from Sensus 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 Customer 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, Sensus shall always be entitled to collect these goods without having to serve prior notice. To this end the Customer provides Sensus 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 Customer is obliged to sufficiently inspect the delivered goods or to have them inspected upon delivery and in any case prior to treating or processing them, to ensure that they match the quality or type stipulated in the agreement.
- 8.2 All goods delivered by Sensus are considered accepted by the Customer when:
  - a. Sensus has not received a written complaint from the Customer within the period prescribed in Article 8.3 or 8.4, which specifically states the grounds on which the goods are not accepted; or
  - b. the Customer 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 Sensus 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.

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- 8.4 Complaints concerning defects that were not visible upon delivery must be filed in writing, with a clear description and within 24 hours after discovery of the defect, but in any case within a reasonable period of time after delivery of the goods in question and before the Customer uses the delivered goods in his production process, process 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, Sensus 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 Sensus in accordance with the instructions given by Sensus (also see Art. 10.1).
- 8.8 In the event that the goods delivered by Sensus are used for a purpose other than the normal use for which they are intended, complaints will not be taken into consideration.

### **Article 9 Liability**

- 9.1 Sensus shall only be liable and obliged to compensate damage due to an attributable failure to perform an agreement or for any other reason if the Customer declares Sensus to be in default or holds Sensus liable, immediately and in writing containing a description of the loss and the attributable failure in as much detail as possible, and if Sensus has been given a reasonable period to remedy such failure and has subsequently failed to fulfil its obligations within this period.
- 9.2 Sensus shall in no event be liable for any indirect damage, including any damage which is not the direct result of failure, loss of goodwill, loss caused by business interruption, reputational damage, loss of profits and loss of sales, loss of savings, recall costs and compensation (including fines and penalties) payable to third parties, and losses caused by delays.
- 9.3 The liability of Sensus shall furthermore be limited to the amount it has received from the Customer in connection with the goods subject to the liability.  
Notwithstanding the provision above, the total liability of Sensus shall be limited, in any event, to maximum compensation of EUR 250,000 (two hundred and fifty thousand euros).
- 9.4 The limitations of liability specified in this article shall not apply in the event of wilful intent or gross negligence on the part of the management of Sensus.
- 9.5 Sensus shall not be liable if the Customer removes or modifies the packaging of goods intended for consumers and supplied by Sensus, fails to treat the goods in accordance with the instructions or otherwise treats them carelessly, or if it sells and/or supplies goods directly to consumers which are not intended for this purpose.
- 9.6 The Customer indemnifies Sensus against any third-party claims for compensation of damage for which Sensus is not, or would not be, liable under the provisions of the foregoing paragraphs of this article.

### **Article 10 Returns**

- 10.1 Returns are only permitted if Sensus has agreed to such in writing in advance or if such returns are executed by or on behalf of Sensus.
- 10.1 Unless agreed otherwise, returns are at the expense and risk of the Customer. In the event that the complaint is upheld by Sensus, Sensus shall reimburse the Customer for the cost of the return.

### **Article 11 Packaging**

- 11.1 Unless indicated otherwise, the goods are delivered in disposable packaging.
- 11.2 The disposable packaging is part of the delivered goods and will not be collected by Sensus.
- 11.3 All costs of disposal or recycling of packaging (if any) shall be borne by Customer.

### **Article 12 Payment**

- 12.1 The Customer will pay Sensus the agreed price/prices and other expenses for the goods delivered. Invoices are due upon receipt thereof by the Customer. Sensus reserves the right to charge statutory interest for each month, or part thereof, during which an invoice remains unpaid after the payment term stated in the quote, without any notice of default being required, with the proviso that a minimum

interest of 7% (annually) is payable on the outstanding amount. Interest calculation shall commence on the first calendar day after the payment deadline stated in the quote. If the quote does not state a payment deadline, interest shall be calculated from the day following the last day of the payment deadline stated in the agreement. If both the quote and the agreement do not state a payment deadline, interest shall be calculated from the day following the last day of the payment deadline stated on the invoice. If the quote, the agreement and the invoice do not state a payment deadline, interest shall be calculated from the 31<sup>st</sup> day after the invoice date.

- 12.2 Sensus 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 Customer is at all times obliged to lodge the security deemed necessary by Sensus for payments due, upon first request.
- 12.3 Payment shall be considered completed as soon as Sensus 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.
- 12.1 Sensus is entitled to deduct any amounts it owes to the Customer from any amount that the Customer owes to Sensus, or to other group members that are part of Coöperatie Koninklijke Cosun U.A. Any collection fees related to expenses, such as postage, telephone and internal handling costs, as well as the full processing costs and costs of (extra)judicial legal assistance, including costs not liquidated by a judicial body, shall be borne by the Customer. The extrajudicial costs amount to a minimum of EUR 750.

#### **Article 13      Dissolution**

- 13.1 In the event that the Customer has in any way failed to comply with his obligations, the Customer ceases operations, the Customer requests a suspension of payment, a request for a suspension of payment was filed against the Customer, the Customer is in a state of suspension of payment, the Customer has applied for bankruptcy, an application for bankruptcy was filed against the Customer, the Customer 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, Sensus is entitled to fully or partially dissolve the agreement with the Customer and/or claim compensation without legal intervention and without any compensation being owed to the Customer and in the event of a partial dissolution, the delivery to the Customer 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 Sensus has against the Customer 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 Sensus.
- 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 about this.
- 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 3 years after the end of the agreement.

**Article 15 Intellectual Property Rights**

- 15.1 All intellectual property rights which are owned by Sensus or its supplier(s) shall remain the property of Sensus at all times. The Customer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with Sensus or to any information received from Sensus in any form whatsoever.
- 15.2 The Customer 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 Sensus, unless otherwise agreed in writing.
- 15.3 The Customer is not permitted to use any name, trade name, trademark, logo or any other reference to Sensus in any external press release, advertising materials, publicity materials or other, without the permission of Sensus.

**Article 16 Data Privacy Protection**

- 16.1 Sensus processes personal data in accordance with applicable national and/or international data protection laws, both within as outside the EU.
- 16.2 In case Sensus processes personal data for the Customer in the course of its performance under the agreement, Sensus can be qualified as data processor and the provisions in this article 16 will also qualify as data processing agreement as stipulated in the EU General Data Protection Regulation. Sensus will solely process received personal data further to documented instructions from the Customer and will not in any way use (or cause to be used) such personal data other than necessary for its performance under the agreement.
- 16.3 Sensus will implement appropriate technical and organisational security measures to ensure confidentiality and protection against loss or unlawful processing. The Customer is allowed to at its own expenses periodically examine and evaluate these measures. Sensus will at the choice of the Customer, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.
- 16.4 At its first request Sensus will assist the Customer and provide all information available which enables the Customer to comply with its own statutory obligations and to demonstrate this. The Customer acknowledges and agrees that in the course of its performance under the agreement, Sensus may use further (sub)processors. Sensus will impose upon such further processors the same data protection obligations as stipulated in this article.
- 16.5 Sensus is not liable for damage of any kind (whether direct or consequential) resulting from its processing of personal data under the agreement. The Customer indemnifies Sensus (in its role or data processor or otherwise) against any third party claim or action resulting directly or indirectly from Sensus its processing of personal data.

**Article 17 Disputes and Applicable Law**

- 17.1 Any dispute between the Customer and Sensus, including the sole recovery of outstanding payments owed by the Customer, shall initially exclusively be tried by the competent court in the district where Sensus is located.
- 17.2 Notwithstanding the provisions in paragraph 1, Sensus is at all times entitled to present a dispute for settlement by arbitration to the Dutch Arbitration Institute in Rotterdam, in accordance with the rules of this Institute.
- 17.3 Dutch law exclusively applies to all offers of sale and all (purchase) agreements to which Sensus is party. The application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

**Article 18 Final Provisions**

- 18.1 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.
- 18.2 The Dutch language is the authentic language of these terms and conditions.
- 18.3 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. Sensus 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 with the Chamber of Commerce on 25 May 2018.