



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY SENSUS

Article 1 Applicability

- 1.1 These terms and conditions are used by Sensus BV and by all of its affiliates, all of whom are hereinafter referred to as "Sensus".
- 1.2 These conditions apply to all offers provided by Sensus and to all obligations towards customers ("Buyers") of Sensus.
- 1.3 The applicability of the general terms and conditions of the Buyer are 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 Sensus 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 free of obligation, unless otherwise agreed to in writing. An agreement is established through written confirmation of that agreement by Sensus. The Buyer shall be committed to any verbal orders placed with Sensus. A written confirmation includes in any event confirmation by fax, letter or e-mail. 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 Buyer before accepting and implementing an agreement.

Article 3 Prices and rates

- 3.1 The prices of the goods and their delivery are dependent on the agreed Incoterm (based on Incoterms 2000). Unless expressly agreed to otherwise, prices apply based on Incoterm FCA at the rate and delivery costs as stated in the offer, and as applies on the date of delivery of the product.
- 3.2 Introduction and/or an increase of import duties, levies, sales taxes or other fees related to (delivery of) the goods or raw material and/or consumables or any other increase in costs after conclusion of this agreement, shall be passed on by Sensus to the Buyer.

Article 4 Transfer of risk

- 4.1 Unless expressly agreed otherwise, all deliveries are based on Incoterm FCA (free carrier) (stated place of delivery: Sensus factory or Sensus depot). The factory or the depot from which Sensus supplies 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 to otherwise in the purchase agreement, whereby the mutual interests of both the Buyer and Sensus will be taken into account as far as possible.
- 5.2 The quantity of goods as determined by Sensus to be delivered in a specific delivery to the Buyer shall become binding the moment that they leave the factory or warehouse; the Buyer 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 of the delivery time, for any reason whatsoever, shall not entitle the Buyer to claims for non-fulfilment of any obligation assumed towards Sensus, which is understood to include compensation.
- 5.4 If the Buyer is incapable of receiving the quantity of goods ordered from Sensus, Sensus shall be entitled to charge additional transport and storage costs to the Buyer, without having to serve further notice.

Article 6 Force majeure

- 6.1 Force majeure in the broadest sense of the word shall relieve Sensus from its obligation to deliver within a specified period or on a specified date, and it provides the right, if necessary, to terminate the

corresponding purchase agreement in full or in part by serving notice in writing to the Buyer, without the Buyer being entitled to compensation.

- 6.2 Force majeure is understood to mean any circumstances or event that cannot be attributed to Sensus, as a result of which fulfilment of an obligation on the part of Sensus cannot reasonably be expected, including insufficient harvest, crop failure, operational failure, strike or interruption of any nature, fire, railway strike, defective vehicles or other transport problems of any nature that impedes, obstructs or delays transport to Sensus and/or from Sensus to the Buyer, caused by one or more suppliers and conditions in general that may disrupt regular production at Sensus or delivery to the Buyer.
- 6.3 Insufficient harvest or crop failure is understood to mean the complete or partial failure of a harvest of raw material and/or consumables required by Sensus, as a result of which Sensus cannot obtain the required raw material and/or consumable, or if it cannot be obtained in time, or if it can only be obtained under more onerous conditions.
- 6.4 If the force majeure event should occur while the agreement has already been partially implemented, the Buyer shall keep the portion of goods already delivered and settle the amount due in the event of delivery of the remainder being delayed by more than three months as a result of the force majeure.

Article 7 Ownership

- 7.1 All goods delivered by Sensus to the Buyer shall remain the property of Sensus until such time as the Buyer has fulfilled all of his/her obligations towards Sensus relating to current, previous and subsequent comparable deliveries, towards related work undertaken by Sensus or towards additional work, including other related claims Sensus may have against the Buyer. Up until such time the Buyer shall be deemed to be keeping the goods on behalf of Sensus.
- 7.2 The Buyer is only entitled to process these goods if the act falls within the normal and regular course of his/her business up until such time as he/she has fulfilled his/her obligations towards Sensus.
- 7.3 The Buyer is required to provide a silent pledge upon first request from Sensus for the goods delivered by Sensus as soon as Sensus should lose ownership thereof for any reason whatsoever, as security for payment of all existing and future claims from Sensus against the Buyer, including related collection costs and interest. Failing this, all of Sensus's claims shall become immediately due and Sensus shall be entitled to proceed with dissolution of the agreement(s), notwithstanding its right to compensation.
- 7.4 All goods and packaging held by the Buyer, which originated from Sensus, shall always be deemed to be the same as those as stated on the outstanding invoices, at least insofar as the type and quantities as stated on the unpaid invoices and in possession of the Buyer are not exceeded.
- 7.5 Pursuant to Articles 7.1 or 7.3, Sensus shall always be entitled to collect such property without having to serve prior notice. To this end the Buyer provides Sensus now already with authorisation to remove the goods, including the right to enter the location where goods are kept.

Article 8 Acceptance and complaints

- 8.1 The Buyer is obliged to inspect the received goods prior to processing to determine if it corresponds with quality or type as stipulated in the agreement.
 - 8.2 All goods supplied by Sensus shall be considered to be accepted by the Buyer, if:
 - a. Sensus 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 has used the goods in its production process, if it has been processed in its own goods or if it has been repackaged.
- Acceptance, as alluded to in Article 8, means the acquittance of Sensus with respect to its obligations related to delivery of the goods, which are the subject of acceptance.
- 8.3 Complaints related to the quantity of goods delivered and other visible defects must immediately be stated on the accompanying documentation.
 - 8.4 Complaints concerning defects not visible at the time of delivery must be submitted in writing within 24 hours after the defect has been identified, but at any rate within a period of 6 months after delivery of the relevant goods.
 - 8.5 Upon signing of the documents without further reference to or after expiry of the deadline as specified in Article 8.4, no further complaints shall be considered by Sensus.
 - 8.6 When, after delivery, the nature and/or composition of the goods is modified, or if the goods are damaged, repackaged, when the shelf life has expired or if the goods are stored in a manner that is not consistent with instructions, in part or as a whole, no complaints shall be considered.

- 8.7 Complaints shall be considered, provided that the goods are available for inspection or returned conforming to the instructions provided by Sensus (see also Art. 10.1).
- 8.8 When goods originating from Sensus are used for a purpose for which it is not normally intended, complaints shall not be considered.

Article 9 Liability

- 9.1 Sensus shall only accept obligations related to compensation in the event of culpable failure in living up to the terms of the purchasing agreement, provided that the Buyer has notified Sensus immediately and appropriately of the default, whilst allowing for a reasonable term to remedy the failure, and Sensus should continue to fail to live up to its obligations after expiration of that period. The notice of default must be submitted by registered post and contain a detailed description of the shortcoming to allow Sensus to respond adequately.
- 9.2 Except for intent or deliberate recklessness on the part of Sensus or its management, total liability on the part of Sensus resulting from culpable failure in living up to the requirements of an agreement or under any other basis shall be limited to reimbursement of the actual demonstrable damages incurred, up to a maximum of € 250,000.00 (two hundred and fifty thousand Euro).
- 9.3 Under no circumstances shall Sensus be held liable for indirect damages, including lost profits, lost savings, loss of goodwill or losses resulting from business interruption, even if Sensus has been made aware of the possibility of such damages.
- 9.4 Sensus shall not be held liable for damage resulting from third-party claims against the Buyer under Article 6:185-193 of the Civil Code if the defect in the goods supplied by Sensus, or a third party for which it is liable, cannot reasonably be considered to be responsible, more so if the defect did not exist at the time that the goods were introduced to circulation by Sensus or if the defect is the result of instructions provided to the Buyer not being followed.
- 9.5 The Buyer indemnifies Sensus against third party claims relating to damage for which Sensus can or cannot be held liable for under the provisions of the preceding 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 the return is effected by or on behalf of Sensus.
- 10.2 Unless otherwise agreed to costs involved with returns shall be borne by the Buyer. If a complaint is upheld by Sensus, Sensus shall reimburse the cost of the return shipment to the Buyer.

Article 11 Packaging

- 11.1 Unless otherwise specified, goods are delivered in single-use packaging.
- 11.2 Single-use packaging is considered to be a part of the goods and must not be returned to Sensus.

Article 12 Payment

- 12.1 The Buyer shall pay Sensus the price/prices for the goods delivered and other expenses. Invoices are due upon receipt by the Buyer. Sensus reserves the right to charge statutory interest for each month or part thereof that an invoice remains unpaid after the payment terms as specified in the quote has passed, without requiring any notice of default, with the understanding that statutory interest of at least 7% (annualised) shall be charged on the outstanding amount. Interest calculation shall commence on the first calendar day after the deadline for payment as stated in the quote. If the quotation does not state any payment terms, interest shall be calculated from the day following the last day of the payment term as specified in the purchase agreement. If the quotation and the purchase agreement do not specify a term interest shall be calculated from the day following the last day of the payment term as indicated on the invoice. If the quotation, the purchase agreement and the invoice do not specify a term, interest shall be calculated from the 31st day after the invoice date.
- 12.2 Sensus has the right, if warranted in its opinion, to demand cash payment or payment in advance, and to suspend further delivery for as long as payment for previous deliveries is still outstanding. The Buyer is obliged to provide security for payments due to Sensus at any time and upon first request from Sensus, should this be considered necessary.
- 12.3 Payment shall be considered to be completed as soon Sensus has received the money.
- 12.4 In the event of a dispute regarding a part of the invoice, the part of the invoice not in dispute must be settled in accordance with the foregoing stipulations.

- 12.5 For deliveries in part or over terms the payment terms apply to each part of delivery or delivery term.
- 12.6 Sensus is entitled to deduct any amount that may be due in favour of the Buyer or that the Buyer is due to Sensus, or to another affiliate of Koninklijke Coöperatie Cosun UA. Any collection fees related to expenses such as postage, telephone and internal processing costs, full processing costs or extrajudicial assistance, including liquidated costs incurred by a legal institution, shall be borne by the Buyer. The minimum amount of extrajudicial costs is EURO 750.

Article 13 Dissolution

- 13.1 Without prejudice to its right to performance and/or compensation, Sensus is entitled to dissolve the agreement with the Buyer, without the Buyer having recourse to compensation, and without requiring judicial intervention, in whole or in part and/or to collect reimbursement for damage incurred and, in the event of partial dissolution, to suspend delivery to the Buyer, in the event that the Buyer should fail in any way to fulfil its obligations, the Buyer should cease to trade, it is in a state of bankruptcy, requests a suspension of payment, an agreement is offered to its creditors or in any other comparable circumstances.
- 13.2 In the event of dissolution of the agreement on one or more of the grounds specified in the preceding paragraph, any claim which the Buyer or Sensus may have against each other shall become payable on demand.

Article 14 Confidentiality

- 14.1 Any information received from the other party that is designated as confidential or where the confidential nature should be evident (hereinafter "Confidential Information") shall be treated as such. Confidential Information shall include in any event the existence, the nature and the content of this agreement and any other business information of Sensus.
- 14.2 Article 14.1 shall not apply to Confidential Information which a) is already publicly known, b) is independently developed by one party, without the use of Confidential Information obtained from the other party, c) is received from a third party to whom no confidentiality obligation rests in relation to such information, d) is already in possession of the receiving party without the obligation of confidentiality. Furthermore, Article 14.1 does not apply if the receiving party is obliged by competent authorities to disclose such information, in which case the receiving party shall inform the providing Party without delay.
- 14.3 Confidential Information may only be used for purposes of implementation of the agreement and may only be copied or reproduced as 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 comparable data, and they are required to take necessary precautions to maintain the confidentiality of such Confidential Information at all times.
- 14.5 The obligations set forth in this Article shall remain in force for 3 years after the end of this agreement.

Article 15 Intellectual property rights

- 15.1 Intellectual property rights that rest with Sensus (ownership) shall remain the property of Sensus at all times. The Buyer shall not acquire the rights to any intellectual property rights relating to Sensus (ownership) or through any information received from Sensus in any form whatsoever.
- 15.2 The Buyer is not permitted to change the goods as a whole or in part, to provide the goods with a different brand name and/or to provide alternative packaging, or otherwise to remove or change any copyright, trademarks, trade names or other intellectual or industrial property rights that rest with Sensus, unless otherwise agreed in writing.
- 15.3 The Buyer is not permitted to use the name, trade name, trademark, logo or any other reference to Sensus in any external press release, advertising material, publicity material or otherwise, without the permission of Sensus.

Article 16 Disputes and applicable law

- 16.1 Any disputes between the Buyer and Sensus, also including simple recovery of outstanding amounts due by the Buyer, shall in first instance be heard by the competent court in the district of Breda.
- 16.2 Notwithstanding the provisions of paragraph 1, Sensus is entitled at any time to present a dispute for arbitration to the Dutch Arbitration Institute in Rotterdam, under the rules of this Institute.



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16.3 Dutch law exclusively applies to all offers of sale and any (sales) 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 17 Final provisions

17.1 With regard to the purchase agreement each party acts as an independent contractor and neither party shall be entitled to be represented or committed by another party. No part of the purchase agreement or these General Terms and Conditions shall lead to or have led to the establishment of a joint venture, partnership or agency relationship between the parties.

17.2 These Terms and Conditions were originally drawn up in Dutch.

17.3 If one or more provisions of these General Terms and Conditions should prove to have no or only partial binding effect, the remaining provisions of these General Terms and Conditions shall remain in force. Sensus reserves the right to replace non-binding provisions with provisions that are binding and that differ as little as possible from the replaced provision, given the purpose and intent of these General Terms and Conditions.

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