General Terms and Conditions of Sale of FrieslandCampina Ingredients North America, Inc. and its Subsidiaries (each, "FrieslandCampina")

1 Scope of Application

1.1 All orders placed with FrieslandCampina Ingredients North America, Inc. ("**FrieslandCampina**") by a counterparty ("**Purchaser**"), or offers made by FrieslandCampina to a Purchaser, for the sale and delivery of goods and/or related services, and the relationship between the parties in respect thereto, are governed by and shall be subject exclusively to these 'General Terms and Conditions' (the "**Terms**"), unless expressly agreed to in writing by the parties. The applicability of any terms and / or conditions of Purchaser is hereby expressly rejected. Any modification of these Terms shall be valid only if expressly agreed to in writing by the parties.
"**Commercial Terms**" shall mean any document (including e-mail) of FrieslandCampina that sets out one or more commercial terms such as delivery term, price, quantity and description of the goods, and duration.

1.2 Unless expressly agreed to in writing by the parties, these Terms comprise the entire agreement between the parties concerning the sale of goods and/or related services, and supersede any other agreement or understanding between the parties. No conflict between these Terms, any Commercial Terms and any orders or other documents is intended; however, in the event of a conflict, the Commercial Terms shall control followed by these Terms.

2 Orders

2.1 Orders placed by Purchaser are non-binding until accepted in writing by FrieslandCampina. Orders are subject to modification by FrieslandCampina.

2.2 Once accepted by FrieslandCampina, orders are deemed to be irrevocable for Purchaser. FrieslandCampina will use commercially reasonable efforts to fulfill all orders it accepts. However, FrieslandCampina shall be entitled to change or cancel an order at any time prior to delivery, on written notice to Purchaser.

3 Requirements Goods and Warranties Purchaser

3.1 FrieslandCampina represents to Purchaser that all goods sold to Purchaser (a) will on delivery comply with such specifications as may have been agreed by FrieslandCampina and Purchaser in writing (the "**Specifications**"), (b) are manufactured in accordance with good manufacturing practices, (c) are subject to a quality assurance system to ensure compliance with the foregoing, and (d) will be free of any liens and encumbrances on delivery. No warranties (whether express or implied) are given by FrieslandCampina.

3.2 Purchaser warrants to FrieslandCampina that (a) it will not, and shall procure that its employees, agents and / or sub-contractors shall not, offer to, solicit or accept from any public official or private person any undue pecuniary or other advantage in connection with any order, and (b) where applicable, Purchaser's products, into which any FrieslandCampina goods are incorporated, do not infringe on the intellectual property rights of any third party.

3.3 Purchaser shall verify that the goods ordered and the accompanying documentation, packaging, labelling and/or other information meet the governmental requirements necessary in the country of destination and shall inform FrieslandCampina with respect thereto in writing.

4 Prices and Payment

4.1 Unless expressly agreed otherwise, the price set out in the order confirmation of FrieslandCampina shall be binding upon FrieslandCampina and Purchaser. In relation to orders that are not yet accepted in writing by FrieslandCampina, FrieslandCampina reserves the right to adjust the prices, or to change any applicable price list in its sole discretion. FrieslandCampina shall endeavour to notify Purchaser of any relevant price adjustments in writing as soon as possible before the effective date of such adjustment or change.

4.2 Prices are quoted in accordance with applicable Incoterms and do not include VAT, import and export duties, excise duties and other taxes or levies imposed or charged in relation to goods and their transportation costs. Unless expressly agreed otherwise in writing, all such taxes, levies and/or duties shall be Purchaser's responsibility.

4.3 Payment shall be made by Purchaser at the agreed time or, if no time has been agreed, net thirty (30) days from the invoice date in U.S. dollars and in the manner stipulated in the invoice. FrieslandCampina reserves the right at all times to demand full or partial advance payment and/or otherwise require security for payment in the form of a bank or group guarantee or otherwise. Purchaser shall pay all invoices of and sums due to FrieslandCampina in full without any deduction, withholding, counter-claim or set-off of any nature.

4.4 If Purchaser fails to remit any due payment, all outstanding amounts shall become immediately due and payable, and Purchaser shall be deemed to be in default with regard to all payments with immediate effect, without notice of default being required. Purchaser shall pay all costs related to or resulting from FrieslandCampina's collection of any payments after default.

4.5 Purchaser grants FrieslandCampina a purchase money security interest in the goods purchased and any proceeds therefrom until the purchase price is paid in full. FrieslandCampina may perfect its security interest. The goods shall remain personal property even if attached to realty or other property, until the purchase price is fully paid.

5 Delivery

5.1 Unless the parties expressly agree upon a different method of delivery, deliveries are Free Carrier (FCA) FrieslandCampina's (or 3rd party's) premises per the most recent Incoterms. FrieslandCampina reserves the right to deliver in batches or partial orders. For the purpose of these Terms, each batch or partial delivery is deemed to be a separate delivery.

5.2 Purchaser is responsible for the provision of sufficient loading and unloading facilities for fast unloading.

5.3 The goods must be accepted in full by or on behalf of Purchaser at the time of delivery unless the goods exhibit visible damages or non-conformance with applicable requirements.

5.4 If Purchaser fails to accept the goods, it will be held in default without notice of default being required. Any costs associated with such non-acceptance will be the responsibility of Purchaser and the risk of loss or damage shall in any event pass to Purchaser when FrieslandCampina offers the goods for delivery.

6 Packaging Materials

6.1 The packaging materials, if not intended for once-only use, including but not limited to pallets, crates, containers and other transport resources, remain the property of FrieslandCampina, even if Purchaser has paid a deposit for them.

6.2 Purchaser must return the packaging materials, sorted and cleaned, as soon as possible, but at latest, by the next FrieslandCampina delivery to Purchaser (or, if there is no next delivery, Purchaser shall return the packaging materials to FrieslandCampina immediately). The costs of these returns shall be for the account of Purchaser.

7 Transfer of Risk and Ownership

7.1 Risk of loss or damage shall transfer to Purchaser upon delivery of the goods in accordance with these Terms.

7.2 Title of the goods will remain with FrieslandCampina until Purchaser pays the purchase price in full. For as long as title of the delivered goods is reserved by FrieslandCampina, Purchaser does not have the right to dispose of them other than in the ordinary course of business, or to establish any liens on them.

8 Intellectual Property Rights

8.1 All intellectual property rights in and / or related to delivered goods and/or rendered services and/or any know how related thereto ("**IPR**") are owned by and shall remain with FrieslandCampina and are not transferred to Purchaser by virtue of these Terms or any contract with FrieslandCampina, even if the goods, services and / or related know how have been designed, developed or compiled specifically for Purchaser.

8.2 Purchaser shall immediately alert FrieslandCampina in writing if it becomes aware that a third party infringes or threatens to infringe any IPR of FrieslandCampina, or if third parties should be of the view that any goods infringe their own industrial or intellectual property rights or know how.

9 Confidentiality

9.1 Purchaser shall, and shall procure that its officials, employees, agents, sub-contractors and / or any other parties engaged by it shall, protect the confidentiality of all confidential or proprietary information that it may obtain from and / or relating to FrieslandCampina ("**Confidential Information**"), whether such information is designated as confidential or not, and shall not use such Confidential Information other than to comply with its obligations in terms of any order and / or these Terms.

9.2 If Purchaser should be obliged to disclose Confidential Information on the basis of a court or regulatory order, Purchaser shall be entitled to do so, provided that it obtains the prior written approval from FrieslandCampina, and limits such disclosure to the necessary minimum. FrieslandCampina shall not unreasonably withhold its approval.

10 Force Majeure

10.1 FrieslandCampina will not be liable for any delay or failure in performing its obligations towards Purchaser because of circumstances beyond its reasonable control ("**Force Majeure Events**"), such as, without limitation, acts of god, war, riot, flood, industrial or labor disputes, acts of state or governmental action, animal diseases, failure or delay on the part of subcontractors, supplier or carriers, devaluation, increase of levies or taxes of whatever nature, significant change of prices of raw materials or energy, or lapse, withdrawal or non-extension of the required permits, certificates, licenses and such like.

10.2 In the case of a Force Majeure Event, FrieslandCampina shall promptly notify Purchaser in writing and the obligations of FrieslandCampina shall be, to the extent that it is so prevented or impeded, suspended. The reciprocal obligations of Purchaser shall also be suspended without liability for breach or non-performance.

10.3 If a Force Majeure Event affecting FrieslandCampina can reasonably be expected to continue in excess of two months, or has already lasted for a period of two months, either party may cancel the relevant order or terminate

the relationship on written notice to the other party with immediate effect, without thereby creating any rights to compensation.

11 Inspection, Notification, and Claims

11.1 Purchaser agrees to inspect and count the goods upon delivery, and advise FrieslandCampina as soon as possible, but in any event by no later than two (2) business days after delivery, of any damage to or shortages of goods.

11.2 Claims concerning "hidden" defects shall be made within two (2) business days after they could have been reasonably discovered by Purchaser, however, within six (6) months at the latest following delivery.

11.3 Any complaints shall contain an accurate description of the failure. Complaints shall not relieve Purchaser from its payment obligations.

11.4 If Purchaser fails to comply with the above, Purchaser will be responsible for any damage or shortages.

11.5 All rights of Purchaser to submit a claim shall be null and void if: (i) the goods have been transported, handled, used, processed or stored by or for Purchaser incorrectly or contrary to the instructions given by or on behalf of FrieslandCampina; (ii) the goods have been processed by or on behalf of Purchaser; and /or (iii) Purchaser acts contrary to Article 14.5 herein.

11.6 In cases of a justified and timely claim relating to defective goods, Purchaser's exclusive remedy in connection with the goods supplied will be replacement of damaged or defective goods, at FrieslandCampina's discretion. In order for FrieslandCampina to replace goods, the defect must be confirmed in writing by FrieslandCampina.

12 Liability and Indemnification

12.1 In all cases where FrieslandCampina is required to pay compensation for damages, such compensation for all and any claims against FrieslandCampina shall per calendar year not exceed the lower of the amount paid by Purchaser for the particular type of goods in such calendar year or EUR 2,000,000 (two million Euros).

12.2 FrieslandCampina shall not be liable to Purchaser for any variations of goods from their specification which are immaterial to the performance of the goods.

12.3 FrieslandCampina shall not be liable to Purchaser under any circumstances for lost income or profits, loss of business or clients, loss of goodwill, loss of use, increased cost of working, penalties, fines, and punitive damages, damage resulting from late delivery, damage to reputation, or any special, indirect, consequential damages or losses, whether in contract or tort, even if it has been advised about the possibility of those damages.

12.4 Purchaser agrees to defend, indemnify and hold harmless FrieslandCampina (and its affiliates) from any and all direct and indirect claims, damages and liabilities arising from any of the following: (a) breach of these Terms or Commercial Terms by Purchaser; (b) personal injury or property damage caused by or in connection with Purchaser's use of the goods; and (c) infringement of patents, trademarks and/or copyrights caused by or in connection with Purchaser's use of the goods.

13 Product Recall

FrieslandCampina may notify and require Purchaser to remove from the market any of FrieslandCampina's goods deemed by FrieslandCampina to be defective, or in which a defect threatens to manifest itself, within a reasonable period of time stipulated by FrieslandCampina. Purchaser shall promptly comply with this obligation and such instructions.

14 Miscellaneous Purchaser Obligations

14.1 Purchaser shall at all times refrain from doing anything that might adversely influence the quality, safety of the goods, reputation of FrieslandCampina, and / or any of the trademarks or other IPR of FrieslandCampina.

14.2 Purchaser shall not, without the prior written permission of FrieslandCampina, make any direct or indirect use of its relationship with FrieslandCampina for promotional activities or other purposes.

14.3 Purchaser shall store all goods delivered by FrieslandCampina separate from each other and from any other goods of Purchaser, and the goods shall be clearly identifiable.

14.4 If Purchaser provides any artwork, label(ling), translations, or similar materials or content (collectively "**Artwork**"), Purchaser shall be solely responsible and liable for such Artwork, including its quality, correctness, and its compliance with all applicable laws. Purchaser shall indemnify and hold harmless FrieslandCampina (and its affiliates) from any and all direct and indirect claims, damages and liabilities arising from any of the following: (a) errors and / or omissions in the Artwork, (b) the infringement of third party intellectual property rights by the Artwork, and (c) misleading and / or illegal advertising.

14.5 Purchaser's sale, delivery or other form of provision of the goods to third parties shall take place in the original and undamaged composition and packaging of the goods per unit originating from FrieslandCampina.

14.6 Purchaser shall comply with the FrieslandCampina group policies of conduct, available at www.frieslandcampina.com.

15 Termination

15.1 FrieslandCampina shall be entitled to suspend its performance, or to terminate its relationship with Purchaser, and / or to terminate these Terms by written notice to Purchaser, in full or in part and with immediate effect, if:

(a) Purchaser fails to comply with one or more of its obligations towards FrieslandCampina or to meet them on time or in full, or in case it is established that full compliance will be impossible;

(b) Purchaser commits any willful misconduct or any gross negligence;

(c) Purchaser contravenes any policy of conduct of the FrieslandCampina group, available at https://www.frieslandcampina.com/about-us/policies/;

(d) any advantage is offered or granted by Purchaser in connection with an order to a person forming part of the FrieslandCampina group;

(e) Purchaser is declared bankrupt or its bankruptcy or (provisional) suspension of payment is obliged for or granted, if its business is liquidated or discontinued or it otherwise proves to be insolvent; and / or

(f) in the opinion of FrieslandCampina, major changes are made to the direct or indirect ownership or control ratios at the business of Purchaser.

15.2 FrieslandCampina shall be entitled, at any time and for any reason, to terminate the relationship with Purchaser on three months' written notice to Purchaser.

15.3 If and when terminated in accordance with the aforegoing provisions, Purchaser shall not have any claims against FrieslandCampina as a consequence of such termination.

16 Miscellaneous

16.1 Purchaser shall not assign the relation with FrieslandCampina or any order without the prior written consent of FrieslandCampina. The consummation of a reorganization, merger, share exchange, consolidation, or sale or disposition of all or substantially all of the assets of Purchaser shall constitute a change of control situation for which the prior written consent of FrieslandCampina is required. FrieslandCampina has the right to engage and delegate rights and / or obligations to third parties with respect to performance by FrieslandCampina of its obligations in terms hereof.

16.2 All notices, requests, demands, waivers, consents, approvals and / or other communications (collectively, "**Notices**") required in terms hereof to be given in writing, may also be given electronically (i.e. by e-mail), with the exception of (a) any Notices to be given in terms of clause 15 (Termination) above, and (b) any modifications and / or alterations of the provisions hereof, both of which shall be given and made in writing other than by e-mail.

16.3 In the event that one or more of the provisions or portions of these Terms is determined to be illegal or unenforceable, the remainder of the Terms shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. The unenforceability of any provision of these Terms in any competent jurisdiction shall not affect the enforceability of any other provision(s) or of such provision in any other competent jurisdiction.

16.4 These Terms as well as any disputes arising therefrom will be governed by New York law without regard to its rules regarding conflicts of laws. Any disputes and claims that the parties cannot amicably resolve shall be settled in the competent courts in Bergen County, New Jersey.

16.5 Baby food purchasers are required to act in conformity with the International Code of Marketing of Breast Milk Substitutes issued by the World Health Organisation in Geneva, 1981 and the FrieslandCampina Corporate Policy and Standard for the Marketing of Infant Foods, the latest version of which is available at https://www.frieslandcampina.com/about-us/policies/.

16.6 Each party is acting as an independent contractor. Nothing in these Terms shall be construed as any other arrangement. Neither party has the authority to enter into any agreement, or bind or make any warranty or representation on behalf of the other party except as and to the extent provided by these Terms.

16.7 Each party and counsel for each party has reviewed these Terms, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Terms.

16.8 Except as explicitly set out herein, any failure or delay on the part of either Party in exercising any right or remedy hereunder shall not be held to be a waiver of such right or remedy or any other provision of these Terms.

16.9 The terms, provision, representations and warranties contained in these Terms that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance and termination of these Terms, including, without limitation, confidentiality obligations and the making of any and all payments hereunder.

Signature for acceptance: _____

Company: _____

By: _____

Date: _____