

GENERAL TERMS AND CONDITIONS OF INTERNATIONAL QUALITY INGREDIENTS B.V. IN ERMELO,  
FILED AT CHAMBER OF COMMERCE REGISTRATION NUMBER 08060750

#### A. Applicability

1. These General Terms and Conditions are applicable to the assuming and fulfilling of all obligations negotiated between INTERNATIONAL QUALITY INGREDIENTS B.V., whose offices are in Ermelo, hereinafter: "IQI" and its customers or clients, hereinafter the "Contracting Party", arising from any contract.
2. Any variations and additions to or clauses that are in conflict with these General Terms and Conditions shall not be binding upon IQI unless explicitly accepted by IQI in writing.
3. If it turns out that any clause of these General Terms and Conditions is in conflict with any statutory provision, such clause shall be interpreted in a way removing this conflict and observing the objective and purport of the void or nullified clause inasmuch as possible or, if this proves to be impossible, the applicability of such clause shall be cancelled while the other clauses remain in full force and effect.
4. If also the Contracting Party uses general terms and conditions, the Terms and Conditions of IQI shall prevail, excluding the applicability of the Contracting Party's general terms and conditions and any other rules the latter may apply. Hence, the applicability of the general terms and conditions of the Contracting Party and the other rules it applies are hereby explicitly excluded, unless the parties have explicitly agreed otherwise in writing.
5. If and to the extent that the clauses of these General Terms and Conditions do not cover all rights and obligations negotiated between IQI and the Contracting Party, the provisions of Incoterms 2000 shall apply.

#### B. Offer, Acceptance and Pricing/Price Increases

1. All offers made by or on behalf of IQI in any way- even if made by a representative, regardless of whether this representative was authorized to represent IQI - to sell and deliver goods and/or to render services- are without obligation and may be withdrawn by IQI at any time. The price quoted in the offer is an indication only and shall not be binding upon IQI; it may be changed at any time until its acceptance, unless IQI and the Contracting Party agree otherwise in writing.
2. Any fluctuation in exchange rates, import duties, taxes, insurance and carriage rates and purchase prices may prompt IQI to change its prices and charge these on to the Contracting Party, also after a contract has been concluded.
3. The prices charged by IQI are exclusive of VAT and other levies, if any, and do not include shipping costs.
4. Contracts shall take effect by oral or written confirmation by IQI.
5. In variation from the provisions of this article, contracts covering several deliveries, forward transactions or, as the case may be, the recurrent rendering of services shall take effect only if IQI has confirmed these in writing.
6. IQI shall be entitled to withdraw any offer accepted by a Contracting Party, provided that IQI does so within two business days of the Contracting Party's acceptance if IQI does not wish to enter into the contract for reasons of its own.
7. If the Contracting Party wishes to enter into a contract stipulating any price or terms that vary -significantly or not- from the offer IQI has made or from what has been agreed between the parties, the intended contract shall not take effect.

#### C. Cost-increasing Circumstances

1. IQI shall be entitled at any time to charge on to the Contracting Party the costs of carriage or any increase thereof, as well as any other costs IQI incurs on account of special circumstances, for whatever reason.

#### D. Delivery, Transfer of Risk and Ownership

1. IQI shall undertake to make delivery or, as the case may be, render services, within the time of delivery agreed. However, any such term shall not be a deadline and if exceeded, the Contracting Party shall not be entitled to either dissolve the contract or to claim damages.
2. Delivery of goods by IQI to the Contracting Party shall be considered effected at the time of shipping at the location where IQI offers the sold goods for shipment, regardless of whom makes the goods available for shipment or pays for the carriage. The risk shall in all cases be transferred when the goods are delivered for shipment by the carrier engaged or, as the case may be, upon delivery, unless explicitly agreed otherwise in writing. The Contracting Party shall be required to take receipt of the goods shipped by IQI promptly after these have been delivered.
3. The Contracting Party shall permit IQI to make partial deliveries if the order granted so allows.
4. If the parties have agreed that delivery shall be effected at the Contracting Party's premises, the latter shall be responsible for and warrant to IQI that the warehouses/store where IQI must unload the goods shall be accessible without any risk.
5. IQI shall pack and deliver the goods in accordance with the standards customary to IQI and the industry.
6. In principle, IQI shall not take back goods delivered. If for any reason IQI explicitly permits the Contracting Party to return any goods, these shall be carried at the risk of the Contracting Party, and all costs of loading, carriage, storage and other costs incidental to this shall be for the account of the Contracting Party.

#### E. Complaints

1. When the goods purchased by the Contracting Party are delivered, the Contracting Party must promptly inspect or have inspected them in their condition at that time, in terms of volume, weight, type, composition, reliability and other properties, and must promptly notify IQI of any variations and complaints within 24 hours of delivery, simultaneously sending a confirmation and detailed description of the complaint/complaints, failing which the goods delivered shall be considered to have been delivered properly in all respects.
2. The Contracting Party shall keep available and unused, unmixed and unprocessed to IQI all goods in respect of which the Contracting Party has made a complaint, at a proper location satisfying legislation and any rules of the industry, and IQI shall have free access to all locations where these goods are stored.
3. The taking of samples, if any, shall be done by a certified sampler or any other authorized expert, at the discretion of IQI; the samples sealed on behalf of both parties shall constitute conclusive evidence for both parties as regards the composition, quality and condition of the products at the time of sampling.
4. Inspection of the samples will be outsourced to the *Centraal Instituut voor Voedingsonderzoek* in Zeist or by another appropriate and independent institute to be selected by IQI.

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5. The costs incidental to sampling and the inspection of samples shall be borne by the Contracting Party.
6. The consideration of a complaint shall not entitle the Contracting Party to suspend payment.
7. Any rules imposed by the government or the industry, either new or changed after the conclusion of the contract, cannot be attributed to IQI and may affect the right to complain.
8. Legal actions in connection with or ensuing from complaints must be filed within 12 months on forfeiture of rights (no cause of action).

#### F. Retention of Title

1. Title to the goods sold and delivered by IQI to the Contracting Party shall not pass on to the Contracting Party unless the Contracting Party has satisfied all its obligations to IQI under the relevant contract and these General Terms and Conditions.
2. The Contracting Party may resell the goods delivered by IQI subject to the preceding paragraph only if done in the context of the Contracting Party's customary course of business, in which event the Contracting Party is to deliver any such goods under retention of title.
3. The Contracting Party shall not be permitted to pledge or create any other right on the goods delivered by IQI that are subject to retention of title.
4. In the event of late payment, IQI shall be entitled to take or procure to take possession of goods delivered without any further demand/judicial intervention being required and the Contracting Party hereby grants permission to IQI to access the premises of the Contracting Party, failing which the Contracting Party forfeits an immediately payable penalty in the amount of the relevant invoice for each breach of this provision.
5. If third parties wish to create or have created any right on the goods delivered that are subject to retention of title or wish to exercise or have exercised any such right, the Contracting Party shall promptly notify IQI by telephone and in writing.
6. At IQI's request, the Contracting Party undertakes (a) to pledge to IQI any accounts receivable which the Contracting Party may have vis-à-vis its customers on reselling the goods delivered by IQI that are subject to retention of title, failing which the Contracting Party irrevocably authorizes IQI to do so on its behalf; (b) to mark the goods delivered that are subject to retention of title as the identifiable property of IQI, and (c) in all other respects, to grant its cooperation on all reasonable measures IQI wishes to take for the purpose of protecting its proprietary rights, provided these do not unreasonably interfere with the Contracting Party's customary business operations.

#### G. Liability

1. All deliveries and services are made/rendered at the risk and for the account of the Contracting Party.
2. Save in the event of an intentional act/omission or gross negligence on the part of IQI or its senior staff, IQI will in no event be liable for a defect in the goods delivered that results from a defect in the raw materials, finished or semi-finished product stored at/supplied by a third party at/to IQI.
3. In the event of any liability on the part of IQI, even without the occurrence of the event referred to in the preceding paragraph, any such liability shall be limited to the amount of the invoice concerned or in any event the amount available under the insurance of IQI or the Contracting Party if and when that liability is covered by an insurance policy, all this without prejudice to the other provisions of these General Terms and Conditions, in particular the clauses pertaining to complaints.
4. After The Contracting Party has found or reasonably could have found any defect in the goods or services delivered/rendered by IQI, the Contracting Party shall promptly, or in any event within 24 hours of delivery, notify IQI of any such defect orally and in writing, failing which the entitlement to compensation of loss is forfeited, without prejudice to the other provisions of these General Terms and Conditions, in particular the clauses pertaining to complaints.
5. With reference to the clauses pertaining to complaints as included in these General Terms and Conditions, there shall be no cause of action for damages on the ground of liability on the part of IQI for defects in goods or services delivered/rendered, if filed more than 12 months after the time of delivering such goods or rendering such services.
6. IQI's liability for loss resulting from acts, errors or omissions of individuals who are engaged by but not in the service of IQI, shall be restricted as defined in this article G.
7. If any individual referred to in the preceding clause is held liable for loss caused by them in the performance of a duty carried out for IQI, they shall be entitled to rely on any restriction or exclusion of liability stipulated by IQI vis-à-vis that Contracting Party, including these General Terms and Conditions.
8. IQI shall in no event be liable for any indirect and/or consequential loss and/or any loss of profits sustained by the Contracting Party. The Contracting Party shall therefore indemnify and hold IQI harmless from and against any claims by third parties that may anyhow be connected to arising from a contract made between IQI and the Contracting Party.
9. The Contracting Party shall be required to provide complete and accurate information with respect to the levying of turnover tax payable on account of intra-Community transactions, failing which the Contracting Party shall indemnify and hold IQI harmless from and against all claims in that respect. Moreover, the Contracting Party shall make any such claim against IQI.
10. The Contracting Party shall be required to take out proper liability insurance providing sufficient coverage for the damage/loss defined in these General Terms and Conditions.

#### H. Dissolution

1. Any entitlement of the Contracting Party to extrajudicial dissolution of the contract on the ground of any failure on the part of IQI is hereby excluded.
2. A contract shall be considered dissolved by operation of law if and when the Contracting Party, without good reason, refuses to take receipt of the goods sold and/or if it is imminent that Contracting Party (1) will be granted suspension of payments; (2) will be adjudged bankrupt; (3) will be wound up; (4) will cease its business activities, or (5) must otherwise be considered unable to fulfil its obligations under the contract made with IQI, all this without prejudice to IQI's right to claim damages or compensation.
3. If goods and/or services have been delivered/rendered to the Contracting Party at the time a contract was dissolved as defined in this article, the relevant obligations of payment must still be fulfilled. With due observance of the provisions hereof, any amount invoiced by IQI prior to dissolution shall be immediately payable in full when such contract is dissolved.
4. In all events in which IQI should take account of the fact that the Contracting Party may not be able to fulfil its obligations to IQI, the Contracting Party shall be required to promptly notify IQI by telephone and in writing of that risk.

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#### I. Compensation

1. Without prejudice to IQI's right to claim damages, regardless of the grounds, the Contracting Party shall also be required to compensate IQI for additional loss which shall in any event include (a) interest on the amount outstanding from the date of default of payment until the date of payment in full at the interest rate on advances determined by De Nederlandsche Bank N.V., increased by 5% (five per cent) on an annual basis, and (b) all costs of debt collection, including the costs of return bills, receipts and protests, as well as the judicial and extrajudicial costs of debt collection reasonably sustained by IQI, which also comprise the costs of legal assistance.

#### J. The passing on of rights

1. If IQI has granted or is considered to have granted to the Contracting Party any guarantee or other right pertaining to the goods sold, any such guarantee or other right shall not pass on to a third party who has acquired the goods, either processed or unaltered, regardless of the title of acquisition, unless IQI has granted its approval to this in writing.
2. Solely in the event that IQI wishes to set off debts payable by the Contracting Party, all corporate or non-corporate bodies that form part of the group of companies of which IQI forms part together, including IQI itself, shall be considered as one single party vis-à-vis the Contracting Party and its/his successors.

#### K. Force Majeure

1. Failures on account of which IQI cannot fulfil its obligations but which cannot be attributed to IQI and which do not entitle the Contracting Party to compensation shall in any event include (a) unavoidable failures, resulting from Acts of God, war, threat of war or similar circumstances, riots and serious uproar; (b) failures caused by unforeseen interruption of the supply of raw materials and semi-finished products, including extreme weather conditions; (c) the illness of individuals, to such extent that proper and/or timely fulfilment is reasonably impossible; (d) strikes, lockouts or similar actions in or against the IQI's business or any affiliated company, its suppliers or third parties IQI engaged by IQI; (e) damage to stored goods, production and distribution facilities and/or other facilities caused by fire, storm or by external circumstances unforeseen and/or (f) measures imposed by any national or international government body/industrial body.
2. In the event of force majeure, without prejudice to the provisions of these General Terms and Conditions and without prejudice to IQI's other rights, IQI shall be entitled to suspend or dissolve a contract without any judicial intervention being required and without IQI being required to pay damages on that account.
3. If at the time an event of force majeure occurs IQI has partly fulfilled its obligations under a contract, the Contracting Party must pay the invoice/invoices or, as the case may be, the costs sustained by IQI accordingly, as if this regarded a separate contract.

#### L. Payment

1. The services rendered by IQI and/or the price for goods delivered by IQI to the Contracting Party shall be paid without any deductions, delay, discount and/or set-off within a term of eight days, which term commences on the day the relevant invoice is sent to the Contracting Party, unless explicitly otherwise agreed by contract.
2. If the Contracting Party fails to make payment within the term set in the preceding clause, the Contracting Party shall be in default upon the expiry of that term, without any notice of default being required, and shall owe interest from that moment on at the rate defined in these General Terms and Conditions, in particular the provisions of article I.
3. Any payment received from the Contracting Party, regardless of the amount, shall be applied first to settle or towards settling interest and costs of debt collection that have become due, and subsequently applied to settle or towards settling the longest outstanding amount payable by the Contracting Party, unless the Contracting Party explicitly directs otherwise in writing.
4. Payments made to representatives of IQI shall never serve to release the Contracting Party of its obligation of payment, unless IQI granted its explicit approval to this in writing.
5. All costs, commission payments, taxes and other expenses, of whatever nature, that are payable in respect of goods or services, regardless of the manner of payment, shall be for the account of the Contracting Party.
6. At any time, IQI shall be entitled to demand security for payment before delivering goods or rendering services, or to suspend the fulfilment of its obligations if this security is not or cannot be provided.
7. IQI reserves the right to demand full and cash payment in advance for the delivery of goods or the rendering of services. If the Contracting Party fails to such payment in full and is cash, the goods are not delivered/the services are not rendered.

#### M. Applicable Law and Disputes

1. Dutch law shall be applicable to all contracts made by IQI, their conclusion, performance, interpretation, any and all resulting contracts and the acts performed by IQI.
2. Any reliance on the provisions of the Vienna Sales Convention (Convention of Contracts for the International Sale of Goods) is hereby excluded.
3. Any dispute arising from the contracts and acts referred to in paragraph (1) of this article or any disputes related to these, even if only one of the parties consider it to be a dispute, shall be submitted to the competent Dutch court.

Ermelo, d.d. May 27<sup>th</sup> 2005

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