

General Conditions of Sale and Delivery of AB Enzymes, Inc.

1. General. Unless otherwise mutually agreed in writing, these General Conditions of Sale and Delivery of AB Enzymes, Inc. ("General Conditions") are the only terms and conditions governing the relationship between AB Enzymes, Inc. ("us", "our", "we") and purchaser and they shall govern and are incorporated into every contract for the sale of goods made by or on behalf of us. These General Conditions apply to the exclusion of and prevail over all other terms or conditions (whether or not in conflict or inconsistent with the General Conditions), including those conditions of the purchaser or which are implied by trade, custom, practice or course of dealing, unless we have explicitly agreed to such other conditions in writing. Acceptance by the purchaser of delivery of products is (without prejudice to any other manner of acceptance) deemed to constitute unqualified acceptance of these General Conditions.

Our obligation to deliver is limited to products manufactured by us ("Products"). The scope and the quality of each delivery of Products will be specified in individual purchase orders ("Orders"). Unless otherwise explicitly agreed in an Order, the official product specification shall prevail in the form published by us from time to time. Other technical descriptions or information contained in offers, prospectus or advertising materials are not binding and are hereby disclaimed.

The purchaser shall solely bear the risk of further processing our Products. We have no obligation to render advice on applications of the Products. In the event, however, that our employees render advice on applications, including matters relating to any third party industrial property rights, such advice is rendered without warranty or legal obligation and shall not release the purchaser from its obligation to test our Products and their suitability for the purchaser's purposes.

2. Order Acceptance. Any quotation given by us regarding price, quantity, date of delivery and manner of delivery are nonbinding and do not constitute an offer. Each Order submitted by purchaser shall be deemed an offer by purchaser to buy those Products subject to these General Conditions and is subject to acceptance by us. Acceptance of Orders will be made by written confirmation or execution of delivery. Once we have accepted an Order, purchaser may not cancel the Order except with our prior written agreement.

3. Delivery Dates. Unless otherwise agreed, any delivery dates we provide are estimates and are subject to extension of up to 4 weeks. We reserve the right to make partial deliveries.

4. Right to Terminate. We retain the right to terminate any Order in the event (i) the purchaser makes any misrepresentations regarding its credit worthiness, (ii) we determine, in our sole discretion, that the purchaser is not sufficiently creditworthy and the execution of our rights is thereby endangered, or (iii) the purchaser fails to take delivery of the scheduled quantity and any extension period allowed by us, if any, has expired. If invoices for previously delivered Products have not been paid, we shall be entitled to withhold further deliveries of Products and to require that the purchaser to make prepayments or to provide sufficient security.

5. Transport, Risk, and Title. Unless otherwise agreed in writing, risk of any loss or damage to the Products shall pass to the purchaser in accordance with CPT our dock (INCOTERMS 2000), or, if the purchaser wrongfully fails to take delivery of the Products, the time when we have tendered delivery of the Products at the point of shipment. We will take out transportation insurance at the purchaser's request and at purchaser's sole cost.

Notwithstanding the foregoing or any other provision of these General Conditions, title to the Products shall only pass when we have received payment in full of the price of the Products in cash or cleared funds. Until title to the Products has passed to the

purchaser, the purchaser shall: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Products separately from all other goods held by the purchaser so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (e) notify us immediately if the Products become subject to any of the events listed in Section 6; and (f) give us such information relating to the Products as we may require from time to time. Notwithstanding the foregoing, the purchaser may resell or use the Products in the ordinary course of its business; provided, that the proceeds of any such resale are received and held by the purchaser in a separate bank account as identifiable funds in trust for us.

6. Right of Possession. The purchaser's right to possess Products for which payment has not been made in full shall terminate immediately if: (a) the purchaser has a bankruptcy order made against it or makes a general assignment for the benefit of creditors, or otherwise takes the benefit of any statutory provision for the relief of insolvent debtors, or convenes a meeting of creditors (whether formal or informal), or has a receiver, or trustee appointed over its business or any part thereof, or the purchaser's credit-worthiness materially deteriorates; or purchaser is the subject of dissolution, a winding up or liquidation, or any proceedings are commenced relating to purchaser's insolvency or possible insolvency; or (b) the purchaser suffers or allows any execution to be levied on the purchaser's property or to be obtained by the purchaser, or the purchaser fails to observe or perform any of the purchaser's obligations under an Order, these General Conditions or any other contract between us and the purchaser, or is unable to pay its debts as they become due or the purchaser ceases to do business as a going concern; or (c) the purchaser encumbers any of the Products in any way.

7. Packaging. In case of transport via road tankers or trailers or rail tankers, our technical conditions on the deliveries shall apply. These conditions will be sent to the purchaser upon its request. No transport or other packaging may be returned to us and purchaser shall be solely responsible to dispose of such packaging at its own cost.

8. Prices. Unless otherwise agreed in writing, prices are as set forth in the accepted Order. In the event of proven cost increases that increase our production costs between the date of the Order and the delivery (including deliveries under instalment delivery contracts), we shall be entitled to adjust the price accordingly; provided that more than 4 months have expired between the date of the Order and the delivery in question. The weights, sizes and/or numbers of Products as established by us at the point of shipment shall be controlling for the calculation of the price.

9. Payment Conditions. Payment terms are Net 30 days after the invoice date. Time of payment is of the essence. In the event of a payment default, purchaser shall be charged interest at a rate equal to the lesser of 18% per year or the highest rate permitted by law on any unpaid amounts from the due date until payment is made. Payments by check or bill of exchange are not permitted without our prior written agreement. The purchaser shall make all payments due under the Order in full without any deduction or set-off.

10. Quality. Purchaser shall notify us in writing of any Products that materially fail to conform to the applicable specifications and/or Order (a) within 14 days from the delivery with respect to patent nonconformities, and (b) within 7 days of discovery with respect to latent nonconformities. To the extent necessary to determine nonconformities, the purchaser shall examine the

Products by processing sample batches. The purchaser shall have no recourse with respect to immaterial nonconformities.

In the event we verify, at our sole discretion, nonconformities that have been duly notified, we will, at our discretion, remedy the nonconformity or provide substitute, conforming Products. In such case, we will be responsible for reasonable transportation costs of returning the nonconforming Products, which shall not exceed the value of the respective Products. We will, however, not be responsible for any additional costs incurred by purchaser if the nonconforming Product is transported by purchaser to a place other than the place of delivery. The remedy set forth in this paragraph is purchaser's sole and exclusive remedy for the delivery of nonconforming Products.

Any claims alleging nonconforming Products must be brought within 12 months from the date of delivery of the Products.

11. Defects as to the title. To the best of our knowledge and as of the time of delivery, the Products will be free of any industrial property rights or copyrights of third parties (hereinafter referred to as "**Industrial Property Rights**") in the country of delivery. If and to the extent any third party raises justified claims against the purchaser for infringement of Industrial Property Rights due to Products delivered by us and used in accordance with these General Conditions, we shall be liable to the purchaser as follows:

- (a) At our sole discretion and at our sole cost, we will either procure a right of use to the respective Products, or modify such Products such that the Industrial Property Right is no longer infringed, or provide non-infringing, substitute Products.
- (b) The aforementioned obligations shall only apply if and to the extent the purchaser immediately informs us about any claims raised by a third party, the purchaser does not acknowledge any infringement, and the purchaser allows us to take all defending measures and to enter into settlement negotiations regarding the matter.

All claims regarding defects in title must be brought within 12 months from the date of delivery of the Products.

12. Limitation of Liability. The purchaser shall only be entitled to claim damages or compensation of costs incurred (hereinafter referred to as "**Damages**") - based on whatever legal reason including infringement of obligations from the contractual relationship or tort, (a) to the extent caused by our gross negligence or willful conduct, or (b) in the event of our ordinary negligence, to the extent caused by a breach by us of a material obligation set forth herein. OUR LIABILITY UNDER ANY ORDER SHALL BE LIMITED TO THE NET PURCHASE PRICE SET FORTH IN SUCH ORDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE GENERAL CONDITIONS, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Trademarks. Many of the Products bear one of our trademarks. Where these Products are further processed by purchaser, our trademarks may only be used in connection with the resulting products with our prior written consent. This shall apply to all stages of processing.

14. Force Majeure. We will not be liable for delay, failure to perform, loss or damage due to operational hindrances, shortage of raw materials, traffic blocks, official orders or regulations, war, industrial conflicts, the amendment or coming into force of any legal provision affecting the import or export of goods supplied under these General Conditions, including any Economic Sanctions Law (as defined under Section 16 below), or other causes beyond our reasonable control (each a "Force Majeure"). We shall be discharged from our obligation to deliver or perform for the duration and to the extent of a Force Majeure. In such case, we will inform the purchaser without undue delay thereof. If a Force Majeure continues for more than 3 months, both parties shall be entitled to partly or entirely terminate the affected Order(s).

15. Disputes and Applicable Law. In the event of any disputes arising out of or in relation to an Order or these General Conditions, either party may request that the parties attempt to settle it first by negotiation. If the parties have not settled such dispute within 21 days of the commencement of negotiations, the parties shall be free to pursue any legal remedies available to them. The General Conditions, each Order and any dispute or claim arising out of or in connection therewith shall be governed and construed in accordance with the substantive laws of the State of Florida and the parties irrevocably submit to the exclusive jurisdiction of the State and/or Federal courts located in Florida. The United Nation Conventions on the International Sales of Goods (CISG) shall not apply to these General Conditions or any Order and is hereby disclaimed.

16. Ethical Business Practices, Anti-Bribery and Sanctions Compliance

16.1 In accordance with our commitment to sustainable and ethical business practices the purchaser warrants and represents that when performing any service on behalf of or in connection with any contract, agreement or course of dealing with us, it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practiced, no harsh or inhumane treatment is allowed and no child labor is used; (ii) ensure environmental management programs are in place (iii) (without prejudice to Section 16.2) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

16.2 In addition, the purchaser:

(a) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anticorruption including but not limited to the UK Bribery Act 2010 or any similar applicable legislation (all of the aforesaid being "**Relevant Requirements**");

(b) shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010 or any similar applicable legislation, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

(c) shall, on our request, certify to us in writing signed by an officer of the purchaser, compliance with this Section 16.2 by the purchaser and all persons associated with it. The purchaser shall provide such supporting evidence of compliance as we may reasonably request;

(d) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of any contract with the purchaser, is a Sanctioned Person; and

(e) shall comply with Economic Sanctions Law in all respects related to the performance of this contract and shall not have any dealings or transactions with any Sanctioned Person (including in respect of any further sale of the goods sold pursuant to these terms) if such dealings or transactions would cause us to be in violation, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic

Sanctions Law.

For the purposes of these terms and conditions:

“Sanctioned Person” means any person, group or entity

- i. designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or an any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union);
- ii. that is, or is part of, a government of a Sanctioned Territory;
- iii. owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; or
- iv. incorporated within, located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Law; or
- v. otherwise targeted under any Economic Sanctions Law. **“Economic Sanctions Law”** means any laws, regulations, or other binding measures of the European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, Myanmar, Sudan, Syria, North Korea and Russia/Ukraine.

AB Enzymes Inc.

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