

## GENERAL TERMS AND CONDITIONS OF SALE ("Conditions") OF AB ENZYMES INC. ("Supplier")

### 1. Definitions

**Agreement** means a Confirmed Order and/or agreement between Supplier and Buyer for the sale and purchase of Supplies;

**Background IP Rights** means any and all IP Rights that are owned by (or licensed to) either party and which are or have been created or developed independently of the other party. In respect of Supplier, this includes, without limitation, manufacturing processes, base recipes and/or specifications, which Supplier has developed independently of Buyer;

**Buyer** means the company, partnership or person placing an Order for Supplies;

**Code** means Supplier's code of conduct located at:

[https://www.abf.co.uk/documents/pdfs/policies/supplier\\_code\\_of\\_conduct.pdf](https://www.abf.co.uk/documents/pdfs/policies/supplier_code_of_conduct.pdf) or otherwise provided to Buyer by Supplier;

**Confirmed Order** means an Order which has been accepted or is deemed accepted by Supplier in accordance with Condition 3.2;

**Delivery** means delivery of Supplies in accordance with Condition 8.1.1.

**Delivery Point** means the unloading point at the address stated in the Agreement or such other address as is agreed between the parties in writing;

**Event of Force Majeure** means any circumstances beyond the control of a party including, but not limited to, acts of God, governmental actions, changes in or the coming into force of legislation, including sanction laws, strikes or other labour disputes, lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, adverse weather conditions, epidemic, fire, reduction in or unavailability of power, telecommunication disruptions, breakdown, stoppage, slow working or reduced efficiency of plant or machinery, restraints or delays affecting carriers, shortage or unavailability of raw materials from normal sources of supply;

**Insolvency Event** means circumstances in which a party is unable to pay its debts, becomes insolvent or enters into liquidation or receivership, or suffers any event analogous to any of the above;

**IP Rights** means patents, rights to inventions, trademarks, rights in confidential information (including, without limitation, know-how and trade secrets), copyright, design rights and all similar or related intellectual property rights existing anywhere in the world, whether registered or not and including, without limitation, any applications for the same;

**Loss** means any loss, claim, liability, expense or damage suffered or payable whether arising directly or indirectly;

**Order** means Buyer's order or any other written instruction placed by Buyer for Supplies;

**Supplier Affiliates** means Associated British Foods plc ("ABF") and any subsidiary of ABF, from time to time, and "subsidiary" shall mean any firm that is majority or wholly controlled by ABF;

**Supplies** means goods (or any instalment or part of them), together with any ancillary services, to be supplied under the Agreement; and

**Taxes** means sales, use, value added, or any similar tax payable in the United States, the country of delivery if not the United States, related to the Supplies.

### 2. Application of these Conditions

2.1. Unless otherwise mutually agreed in writing, these General Terms and Conditions of Sale of AB Enzymes, Inc. are the only terms and conditions governing the relationship between Supplier and Buyer and they shall govern and are incorporated into every contract for the sale of goods made by or on behalf of the parties. 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 Buyer or which are implied by trade, custom, practice or course of dealing, unless Supplier has explicitly agreed to such other conditions in writing. Acceptance by the Buyer of delivery of Supplies is (without prejudice to any other manner of acceptance) deemed to constitute unqualified acceptance of these General Conditions. Unless otherwise explicitly agreed in an Order, the official product specification shall prevail in the form published by Supplier from time to time. Other technical descriptions or information contained in offers, prospectus or advertising materials are not binding and are hereby disclaimed. The Buyer shall solely bear the risk of further processing the Supplies. Supplier has no obligation to render advice on applications of the Supplies. In the event, however, that Supplier 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 Buyer from its obligation to test Supplies and their suitability for the Buyer's purposes.

### 3. Orders

3.1. Each Order shall be deemed to be an offer by Buyer to purchase Supplies and is subject to acceptance by Supplier. Buyer is responsible for ensuring the accuracy and completeness of any Order.

3.2. Any quotation by Supplier does not constitute an offer and Supplier reserves the right to withdraw or revise a quotation at any time prior to Supplier's acceptance of Buyer's Order.

3.3. No Order shall become a Confirmed Order unless and until:

3.3.1. Supplier has accepted such Order in writing; or

3.3.2. Supplier has dispatched the Supplies for Delivery or made the Supplies available for collection.

3.4. Buyer may not cancel any Confirmed Order except with the prior written agreement of Supplier.

### 4. Prices

4.1. Unless otherwise agreed in writing, the price payable for the Supplies shall be:

4.1.1. as set out in the Agreement;

4.1.2. in the case of any Delivery of Supplies by instalments, Supplier's pricing at the date of despatch of the relevant instalment;

4.1.3. inclusive of costs relating to packaging but exclusive of any other costs,

including but not limited to carriage, insurance, or transport;

4.1.4. exclusive of Taxes and any other taxes and duties that are payable in respect of the Supplies, which Buyer shall be liable to pay to Supplier.

4.2. Notwithstanding Condition 4.1, Supplier reserves the right, at any time before Delivery of Supplies, to increase the price of such Supplies in order to account for increases in Supplier's costs to produce and/or supply Supplies, including without limitation any increased costs of raw materials, utility costs, energy costs, transportation costs, exchange rate fluctuations and any other cost increases. Supplier shall inform Buyer of any such price increases prior to delivery of the relevant Supplies.

### 5. Additional costs

5.1. Buyer shall indemnify Supplier in respect of any Loss incurred by Supplier as a result of:

5.1.1. Buyer's instructions or lack thereof;

5.1.2. any failure or delay by Buyer in taking or accepting Delivery of Supplies in accordance with the Agreement; or

5.1.3. infringement or alleged infringement of any third-party IP Rights where Supplies are made to any other specific instructions of Buyer.

### 6. Terms of payment

6.1. Unless otherwise agreed in writing:

6.1.1. Supplier shall be entitled to invoice Buyer for the price of the Supplies at any time following acceptance of the Order.

6.1.2. Buyer will pay for Supplies in US Dollars no later than 30 days from the date of invoice. Time for payment shall be of the essence.

6.2. Buyer shall make all payments due under the Agreement in full to Supplier's account as notified to Buyer without any deduction, whether by way of set-off or otherwise.

6.3. If Buyer fails to make any payment on the due date (or exceeds the limit on any payment account agreed with Supplier), then without prejudice to any other right or remedy available, Supplier shall be entitled to:

6.3.1. suspend further deliveries of Supplies (as well as other supplies under any other agreement) until Buyer has paid the overdue amount in full; and

6.3.2. charge interest on any overdue amount at the rate of 1.5% per month, or (if lesser) the maximum statutory interest rate allowed by applicable law. Interest will accrue on a daily basis from the due date until payment is made.

6.4. Buyer can only offset against invoiced claims of Supplier if the counterclaim is undisputed or if a legally binding title in Supplies exists. Buyer may only assert a right of retention insofar as it is based on claims from the Agreement.

### 7. Intellectual property

7.1. Neither party shall have, gain title to (nor have nor gain any licence to use or modify) the other party's Background IP Rights. Neither party shall do or permit any act which may indicate that it has any right, title or interest in the other party's Background IP Rights.

7.2. Unless otherwise agreed in writing, all IP Rights in Supplies and related documentation shall belong to Supplier.

7.3. When using the Supplies, Buyer must take into account all existing industrial property rights (in particular patents and trademarks). Many of the Supplies are marked with one of Supplier's trademarks. If these goods are processed, the use of Supplier's trademark in connection with the manufactured end-product is only permissible if Supplier's prior written consent has been obtained. This applies to all processing stages.

### 8. Delivery and returns

8.1. Unless otherwise agreed in writing:

8.1.1. Supplies will be delivered CPT (Incoterms® 2020) at the Delivery Point;

8.1.2. where required, Buyer will provide access to the Delivery Point together with adequate equipment and labour for taking Delivery of Supplies.

8.2. Delivery dates are non-binding unless Supplier has designated them as binding in writing. Supplier shall use its reasonable endeavours to meet Buyer's requested Delivery timings but reserves the right to vary such timings. Supplier will not be liable for loss or damages arising from delay in delivery. Supplier is entitled to make partial deliveries.

8.3. Supplies may not be returned without Supplier's prior written authorisation and, if authorised, the Supplies must be unused and returned (at Buyer's expense) in their original packaging to such address as Supplier directs.

### 9. Passing of risk and title; retention of title

9.1. Unless otherwise agreed in writing, risk in the Supplies shall pass to Buyer upon Delivery to the Delivery Point and title to Supplies shall only pass when Supplier has received full payment for the Supplies and for any other proper claims arising out of the business relationship with Buyer (including any outstanding invoices).

9.2. Until title to Supplies has passed to Buyer, Buyer will:

9.2.1. be entitled to possession of the Supplies only;

9.2.2. safely store the Supplies, maintaining them in satisfactory condition;

9.2.3. ensure that the Supplies remain readily identifiable as Supplier's property and not remove, deface or obscure any identifying mark or packaging;

9.2.4. insure the Supplies against all risks for their full price from the date of Delivery;

9.2.5. give Supplier such information as it may reasonably require from time to time in relation to (i) the Supplies and (ii) the ongoing financial position of Buyer.

### 10. Warranties and Representations

10.1. Buyer shall notify Supplier in writing of any Supplies 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

## GENERAL TERMS AND CONDITIONS OF SALE ("Conditions") OF AB ENZYMES INC. ("Supplier")

with respect to latent nonconformities. To the extent necessary to determine nonconformities, Buyer shall examine the Supplies by processing sample batches. Buyer shall have no recourse with respect to immaterial nonconformities.

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

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

### 11 Recall and/or withdrawal of Supplies

11.1 Buyer will maintain up-to-date and accurate records to enable the prompt withdrawal or recall of Supplies from the market.

11.2 Each party shall notify the other immediately upon becoming aware of any court order or other directive of a governmental or regulatory authority to withdraw or recall Supplies from the market ("**Recall Notice**").

11.3 Buyer will notify Supplier of any circumstances which indicate that Supplies that are available for sale in the market are defective, faulty, unsafe or otherwise non-compliant with applicable law ("**Defect Notice**").

11.4 Buyer will reasonably cooperate with, and assist Supplier in relation to any Recall Notice and/or Defect Notice and/or in relation to any other circumstances where Supplier has notified Buyer that it wishes to withdraw or recall Supplies from the market, including, without limitation:

11.4.1 following Supplier's instructions concerning the withdrawal and/or recall of Supplies from the market;

11.4.2 providing Supplier with such information that it reasonably requires in connection with the Supplies to which the recall or withdrawal relates; and

11.4.3 issuing to Buyer's customers any notifications from Supplier that relate to the manner of use, operation or safety of the Supplies.

11.5 Subject to applicable law, Buyer will not:

11.5.1 carry out a recall or withdrawal of any Supplies without Supplier's prior written consent, failing which any such recall or withdrawal undertaken without Supplier's consent shall be at Buyer's own risk; or

11.5.2 publicize, share or issue any information, correspondence, communications or other materials relating to the recall or withdrawal.

### 12 Termination or cancellation

12.1 Supplier may terminate the Agreement or suspend performance under it (and/or terminate or suspend performance under any other agreement for supplies) with immediate effect and without liability by giving written notice to Buyer if:

12.1.1 Buyer commits a material breach of any term of the Agreement and (if such breach is remediable) Buyer fails to remedy that breach within 14 days of being notified to do so;

12.1.2 Buyer fails to pay any amount when properly due under the Agreement; and

12.1.3 Buyer suffers an Insolvency Event.

12.2 Buyer shall not be entitled to cancel any Confirmed Order, whether by reason of any act, omission or default on the part of Supplier or otherwise.

12.3 On termination of the Agreement for any reason, all outstanding amounts under the Agreement will become due and payable by Buyer from the date of termination.

12.4 Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive the termination of the Agreement shall continue in full force and effect.

### 13 Limitation of liability

13.1 The Buyer 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 Supplier's gross negligence or willful conduct, or (b) in the event of Supplier's ordinary negligence, to the extent caused by a breach by Supplier of a material obligation set forth herein. SUPPLIER'S 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 EITHER PARTY 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.

### 14 Force Majeure

Save for Buyer's obligation to pay for Supplies, neither party shall be liable under the Agreement for any delays or failures in performance of the Agreement which result from an Event of Force Majeure. The party subject to an Event of Force Majeure shall notify the other party in writing when such event causes any such delay or failure. The time for performance of an obligation which is affected by an Event of Force Majeure shall be extended by such period that reflects the delay caused by the Event of Force Majeure. If the Event of Force Majeure continues for more than 30 days, either party may terminate the Agreement and/or the relevant Confirmed Order by giving written notice to other.

### 15 Ethical Standards and Sanctions Compliance

15.1 In recognition of the parties' commitment to ethical and sustainable business practices:

15.1.1 the parties shall comply with applicable laws, including all economic and/or trade sanctions laws, regulations and any other binding measures of the United Nations, UK, the United States of America or any other jurisdiction applicable to the parties;

15.1.2 Buyer will comply with (i) the Code or (ii) its own codes and policies relating to ethical standards and sustainability, which Buyer hereby confirms are aligned with, and meet the standards set out in, the Code, and will have measures in place to monitor and ensure compliance with this Condition 15.1.1.

### 16 Miscellaneous

16.1 A waiver of any right or remedy under the Agreement is only effective if granted in writing, and if so granted shall not be deemed a waiver of any subsequent or other breach or default.

16.2 No variation to these Conditions shall be valid or effective unless it is made in writing, refers to these Conditions and is duly signed or executed by, or on behalf of, each party.

16.3 Each party acknowledges that it may have access to confidential information relating to the business or affairs of the other party. Each party specifically agrees that it will keep confidential and will not use for any purpose other than the performance of (or the exercise of rights in respect of) the Agreement (as applicable), and will not, subject to Condition 16.3 and 16.4, without the prior written consent of the other, disclose, directly or indirectly, to any third party, any such confidential information.

16.4 Supplier may disclose confidential information received from Buyer to Supplier Affiliates, relevant service providers and professional advisors, under conditions of confidentiality.

16.5 Nothing prevents use or disclosure by either party of information which is already in the public domain (other than due to default of such party) or which such party acquires independently of the other party and without restriction on disclosure or use, or prevents disclosure to the extent required by law or regulation.

16.6 If any provision of the Agreement is held to be invalid or unenforceable it shall, to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.

16.7 Supplier may assign the Agreement or sub-contract the whole or any part thereof. Buyer shall not attempt to assign, transfer, charge or otherwise deal with its rights or obligations under the Agreement without the prior written consent of Supplier.

16.8 The rights and remedies of Supplier under these Conditions shall be cumulative and no right or remedy of Supplier set out in these Conditions shall be deemed to be in lieu of any other right or remedy.

16.9 Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other party at its registered office or principal place of business. Notice (save for commencement of proceedings) may also be sent by email, to an approved e-mail address recipient (as notified by the recipient party in writing), provided that no failed delivery or out of office message is received.

16.10 Nothing in the Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.

16.11 The Agreement will not be enforceable by any person other than Buyer and Supplier.

16.12 The Agreement contains the whole agreement between the parties in respect of the applicable subject matter and shall supersede all prior written or oral agreements, arrangements and understandings between the parties relating to such subject matter.

16.13 The sole place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the Agreement shall be Broward County, Florida. However, Supplier is also entitled to take legal action at Buyer's place of business. The Agreement shall be governed by the laws of the State of Florida, United States of America, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of private international law.