

The headings above these general conditions have only been added for reading convenience. No rights can be derived from the headings.

GENERAL CONDITIONS OF DELIVERY AND SALE

Registered on 9 April 2008 under number 12/2008 with the district court of Haarlem.

Clause 1 General

- 1.1 These General Conditions apply to all agreements with Special Refining Company B.V., having its registered office at Symon Spierweg 18 in (1506 RZ) Zaandam, hereafter called "SRC" in respect of, inter alia, the receipt, storage, packing and processing of plant oils and fats, insofar as the parties have not explicitly deviated therefrom in writing. SRC's contracting party shall hereafter be called: the Customer.
- 1.2 Deviations from these conditions shall only be effective after explicit written acceptance by SRC. If the customer contests the applicability of SRC's conditions while referring to its own conditions, SRC's previous offer shall be deemed as not having been accepted.
- 1.3 In these General Conditions, the following terms shall have the following meaning:
 - a. SRC: the company which undertakes to execute one or more of the following activities and/or to instruct that such be executed.
 - b. Customer: the person who instructs SRC to execute the work (set out below), on behalf of itself or another party.
 - c. Products: plant oils and fats and other liquids, chemicals or gases that are entrusted to SRC for processing, packing or storage.
 - d. Processing: every action the products supplied undergo at SRC, including storage.

Clause 2 Offers and Assignment

- 2.1 Offers are without commitment unless explicitly otherwise stipulated by SRC. Offers are based on the information that the customer furnished when requesting the offer. Price lists, brochures and other information furnished with offers are drawn up as accurately as possible, but are not binding on SRC.

The customer must ensure that all information which SRC reasonably requires for the adequate execution of the assignment or agreement is furnished to SRC and the customer guarantees the accuracy of the information furnished. SRC is entitled to suspend the execution of the assignment or the agreement as long as the customer has not furnished it with the aforementioned information. The customer is obliged to compensate the loss which SRC suffers because the customer did not furnish SRC with the aforementioned information or delayed furnishing SRC with said information. The customer guarantees the accuracy of the information that it furnishes to SRC.

If there is a difference between the information furnished to SRC and the actual situation, all ensuing loss shall be at the customer's expense.

The customer shall never be able to demand that SRC use equipment of one or more specific brands, or a specific quality, unless such has been explicitly agreed.
- 2.2 The agreement shall first be binding on SRC if the customer has signed a written assignment confirmation in agreement and SRC has received such.
- 2.3 An assignment shall only be such if SRC accepts such in writing; no claim can be made against SRC with regard to the lack of such written confirmation.
- 2.4 SRC's written assignment confirmation, together with these General Conditions, forms the full agreement between the parties.

Clause 3 Delivery by the customer

- 3.1 SRC accepts the delivered products in the condition they are in at the time of delivery by the customer. Unless otherwise agreed the products shall be delivered at SRC's factory.
- 3.2 SRC is entitled to refuse products which in its opinion could cause danger or damage to persons, goods, land or storage space, or serious environmental nuisance, even if an agreement relating to said products has already been made.
- 3.3 With regard to products which are in damaged or faulty condition upon delivery, SRC has the right, but not the obligation, to act in the customer's interests and effect repair measures, at the customer's expense and risk. The customer cannot derive any rights vis-à-vis SRC from the way in which SRC executes the foregoing.
- 3.4 SRC accepts no liability whatsoever vis-à-vis the customer with regard to the capacity, composition, purity and quantity of the products upon delivery.
- 3.5 SRC is entitled to compensation of damage and/or compensation of loss of profit and/or other costs and losses which were caused by the fact that products presented for processing have not arrived at the fixed times and when the products at any time turn out to be faulty, or do not have the requisite, normal features.

- 3.6 SRC shall determine the time of delivery by the customer. Agreements regarding delivery times can only be made as an approximate and they shall not cause SRC to lose the right to make the time of delivery by the customer earlier or later than had been originally agreed.
- 3.7 SRC is not liable for costs which arose on the part of the customer because the point of time fixed for delivery has been brought forward or delayed.

Clause 4 Completion

- 4.1 Unless otherwise agreed, delivery of completed goods shall be ex factory at SRC's. Completion times are approximate and time shall never be deemed of the essence, unless explicitly otherwise agreed in writing. If the time is exceeded, SRC shall not be bound to pay any compensation. In the event of late completion the customer must give SRC notice of default and give it a reasonable time to perform its obligations.
- 4.2 SRC is entitled to extend the term within which the work shall be completed, if due to force majeure, due to circumstances which are at the customer's expense, or due to a change in the agreement, or in the conditions of performance, it cannot be demanded of SRC that the work be completed within the agreed term.
- 4.3 If the start or the progress of the work is delayed by factors for which the customer is responsible, the damage and costs ensuing therefrom on the part of SRC are at the customer's expense.
- 4.4 The customer is obliged to pick up his products on the day when the storage agreement ends or at latest 2 days after termination of the processing, unless the parties agree otherwise in writing.
In the event of interim termination, this provision applies mutatis mutandis.
- 4.5 All storage, packing and processing of the goods/products is at the customer's expense, unless the customer proves that the loss was caused by intent or gross negligence on the part of SRC. The customer is bound to inspect the goods delivered immediately upon delivery for shortfalls or visible damage and to note such on the packing note or the invoice and/or the transport documents. In the event of failure to do so complaints in this respect shall no longer be taken into consideration.
Goods which the customer has not retrieved in time are at the customer's risk and SRC can sell such to third parties four weeks after the expiry of the delivery time, whereby any lower proceeds and costs shall be at the customer's expense, or shall be removed and/or destroyed at the customer's expense.
- 4.6 SRC is entitled to compensation of damage and/or compensation of lost profit and/or other costs and losses resulting from late retrieval of the products offered for processing.
- 4.7 SRC is not liable for costs arising on the part of the customer because completion is brought forward or delayed.

Clause 5 Inspection of the products

- 5.1 With regard to all products presented for processing, the customer shall furnish written information regarding the nature, type, quality, composition, temperature, weight, volume, value, origin and class of risk of said products, and all other features and details which SRC should know.
- 5.2 SRC is never liable for the accuracy and/or the consequences ensuing from the description of the products provided by the customer.
- 5.3 SRC is entitled to refuse the products after inspection if they do not comply with the customer's description and/or the conditions used by SRC, without prejudice to its right to recover costs and loss already incurred from the customer.

Clause 6 Taking samples

- 6.1 SRC is entitled to take at least 2 samples, at the customer's expense, of every produced presented for processing before storage in the tanks belonging to SRC.
- 6.2 If differences in opinion have arisen regarding the quality of the products presented, the samples taken by SRC and the analysis which SRC makes in respect of said samples shall be binding.
- 6.3 SRC can use the information which was obtained on the basis of the samples taken as the basis for calculating the compensation to which it is entitled.
- 6.4 If the customer has informed SRC in time that he wishes to be present when taking the samples, the customer or a person so designated by the customer is entitled to be present.

Clause 7 Storage

- 7.1 If certain products require special storage, the customer must give prior written notice hereof. In the event of lack of such notice SRC shall not be liable for loss and/or damage as a result of any faulty storage.
- 7.2 The costs connected with the special storage method are fully at the customer's expense.
- 7.3 Loss of quality or quantity arising due to long-term storage is at the customer's expense and risk.
- 7.4 Storage costs are calculated in full months, whereby part of a month is deemed a full month.

Clause 8 Other processing

- 8.1 If certain products require special processing, the customer must give prior written notice hereof. In the event of lack of such notice, SRC shall not be liable for loss and/or damage resulting from faulty processing.

- 8.2 The costs connected with the special processing are fully at the customer's expense.
- 8.3 The quantity loss inherent in the processing process is at the customer's expense and risk.
- 8.4 Fatty acids released upon processing shall not be stored separately, but shall be mixed with other fatty acids which are already stored. The fatty acids released shall only be at the customer's disposition if this was agreed by parties. Unless otherwise agreed, SRC is entitled to purchase or sell the fatty acids at the market value determined by SRC.

Clause 9 Packing

- 9.1 The customer shall deliver packing material to SRC free of charge, unless otherwise agreed in writing.
- 9.2 If it has been agreed that SRC shall itself provide packing materials, the costs hereof, with a mark-up, shall be at the customer's expense and shall be charged to the customer. This also applies for all other extra packing work and related costs.
- 9.3 If the products delivered by the customer require a special packing and/or packing technique, the customer must inform SRC hereof in time. If such notice is lacking, SRC cannot be held liable for loss and/or damage resulting from any faulty packing.

Clause 10 Liability

- 10.1 All storage, packing and processing shall be effected at the customer's expense and risk, unless the customer proves that the damage was caused by intent or gross negligence on the part of SRC.
- 10.2 SRC is not bound to pay any compensation for damage, of any nature whatsoever, directly or indirectly, including trading loss (business disruption, demurrage and other expenses, loss of income and the like) arising due to any cause whatsoever. Nor is SRC liable for damage arising due to or caused by the use of the goods delivered or by the unsuitability thereof for the purpose for which the customer acquired the goods. In the event SRC is liable on the basis of statutory provisions, its obligation to compensate damage is at all times limited to the net invoice value of the relevant agreement or the goods delivered/completed.
- 10.3 The customer shall indemnify SRC against all claims of third parties on SRC connected with the products which the customer has entrusted to SRC, or with the processing of said products.

Clause 11 Force majeure

- 11.1 SRC is not liable for the non-performance of any obligation to which SRC is subject, if SRC is hindered due to a circumstance which is beyond its control and which should not, by law, legally binding transaction or common views be at SRC's expense.
- 11.2 The following events shall in any event be force majeure on the part of SRC:
- a. Changes in quality which the products undergo due to the passing of time, movement, temperature, weather circumstances, degree of humidity, dryness factor and air supply;
 - b. Hidden defects in the storage room, pipes, pumps, scaffolds, foundations, instruments and equipment;
 - c. Regulations of a public authority or other statutory provisions;
 - d. Mobilisation, war, rebellion, unrest, revolution, risk of war, epidemics, work strikes, work-to-rule actions, sabotage and import, export and transit prohibitions or similar impediments;
 - e. Natural disasters, flooding, water damage, fire, freezing, disruptions in the power supply, defects in machinery, computer breakdown;
 - f. All other circumstances which SRC could not reasonably avoid.
- 11.3 In the event of force majeure SRC is entitled to demand, without judicial intervention, that the agreement be changed in such way that performance remains possible, or to dissolve the agreement in whole or in part or to petition the court to dissolve the agreement, without being bound to pay any compensation to the customer or by any guarantee. If SRC has performed its obligation in part, it is entitled to charge the customer for a proportional part of the agreed price.

Clause 12 Dissolution

- 12.1 SRC has the right, without judicial intervention and without prior notice of default, to dissolve the agreement and cease the work when the customer passes away, is declared bankrupt, petitions for a provisional moratorium, is granted a debt rescheduling scheme under the Debt Rescheduling (Natural Persons) Act, leaves his residence or place of business without informing SRC of a new address in due time, due to attachment of property belonging to the customer, if a guardian is appointed for the customer, or if the customer otherwise loses the ability to dispose of his property or a part thereof. In such case SRC is not bound to pay compensation or comply with the guarantee and remains entitled to demand payment from the customer for the agreed purchase price.
- 12.2 Dissolution shall make the claims of both parties immediately payable. The customer is liable for the loss suffered by SRC, consisting of, inter alia, loss of profit, processing, packing or storage costs.

Clause 13 Cancellation

If the customer wishes to cancel an agreement made with SRC, 10% of the agreed order price (including VAT) shall be charged to the customer as cancellation costs, without prejudice to the right to full compensation, including lost profit.

Clause 14 Prices and price changes

Prices offered by SRC are based on the cost prices in effect at the time of offer. If cost prices, taxes or expenses, howsoever called, are changed after the making of the agreement and prior to delivery, SRC is entitled to alter the prices accordingly and to pass them on to the customer. Prices are exclusive of turnover tax. Unless otherwise agreed, prices are exclusive of shipment costs.

Clause 15 Payment and retention of title

All payments are to be effected in the manner indicated by SRC and must be effected within the date set out on SRC's invoice. Every claim of discount or set-off is excluded.

SRC is entitled, before effecting delivery and/or continuing with delivery or performance of the agreement, to demand sufficient security, in its opinion, for the performance of the payment obligations. In the event of late payment, SRC is entitled, after the expiry of the term set out above, to charge the customer compensation for loss of interest which is equal to the statutory interest increased by 2%, whereby interest over part of a month shall be counted as a full month. SRC is furthermore entitled in the event of non-payment or late payment to recover all extrajudicial costs connected with the collection of the amount in accordance with the collection rate of the Netherlands Bar Association. If SRC petitions for the bankruptcy of the customer, the customer shall owe the costs of the bankruptcy petition in addition to the principal, interest and extrajudicial costs.

SRC shall remain the owner of the goods delivered or still to be delivered by it as long as the customer has not paid the purchase price, increased by any interest or costs owing thereon, in full. As long as the customer has not paid said claims of SRC, he is not entitled to pledge the goods delivered by SRC or transfer title thereto to third parties, or to place such in the de facto control of third parties. SRC is irrevocably authorised by the customer, if the customer does not perform his payment obligations or does not perform such in time, without any notice of default or judicial intervention, to take back the goods delivered by him and if said goods are mounted to personal or real property, to dismantle such and take it back.

Clause 16 Guarantees and complaints

Insofar as suppliers give guarantees to SRC, SRC shall, simultaneously with the sale and delivery or the relevant agreement, give the customer proof of guarantee. SRC gives no greater guarantee than that given by SRC's supplier. Complaints are subject to the rules as set out on the guarantee slips. If no guarantee slips are furnished, the customer must present a written objection to SRC within a reasonable time after he has discovered a defect in the goods delivered or could reasonably have discovered such. Reasonable time means within eight days after delivery/completion of a good/product, or in the event delivery has not yet been effected, eight days after the customer has discovered the defect or should reasonably have discovered the defect. The filing of a complaint or presentation of a claim on the basis of a guarantee shall not release the customer from the performance of its obligations under this or any other agreements made with SRC. SRC is not bound to perform guarantee obligations as long as the customer himself is in default with regard to the performance of any obligation on his part under this or any other agreement made with SRC. The right to complain shall lapse if the customer has processed or otherwise used the goods/products in whole or in part. If a complaint is well founded, SRC is entitled, at its election, to execute repairs or return the corresponding invoice amount to which the complaint relates.

Clause 17 customers and excise provisions

17.1 The customer must furnish all information and documents relating to products which are subject to customs and excise provisions or tax regulations in due time in order to enable SRC to file the relevant returns.

17.2 Any clearance costs are at the customer's expense. The customer indemnifies SRC against all inaccurate and/or incomplete information which has been provided by whatever party to the relevant departments.

Clause 18 Applicable law and Dispute resolution

All agreements are subject to Dutch law. Agreements are deemed to have been made in the Netherlands. All disputes shall be resolved by the competent court which has jurisdiction in SRC's place of business, or the court which has jurisdiction under the law, at SRC's election.

[addition to the English translation:]

In case of a dispute, and if there should be any variance between the Dutch text and the English translation, the original Dutch text of this agreement shall prevail and shall be binding.

I, the undersigned, G.A.M. Riemslag-van der Bijl, Sworn Translator to the District Court of Amsterdam, The Netherlands, do hereby certify that the foregoing pages contain a true and faithful translation of the original document written in the Dutch language, a copy of which has been attached.

In witness whereof I have hereunto set my hand and seal, this 13th day of March, 2003.

G.A.M. Riemslag-van der Bijl
Sworn Translator