

**General Terms and Conditions of
Starck International BV and its assigns.**

filed with the Chamber of Commerce under number 83316132

1. APPLICABILITY

- 1.1 These *General Terms and Conditions of Starck International B.V.*, hereinafter referred to as "Terms & Conditions", govern the relationship between the seller Starck International B.V. (registered in the Chamber of Commerce under number 83316132), hereinafter referred to as "Starck", and the buyer with regard to a purchase agreement, hereinafter: "Agreement(s)", concluded between them in which, or upon the conclusion of which, the Terms & Conditions have been declared applicable, as well as with regard to all services to be performed by Starck with respect to the execution of this Agreement.
- 1.2 These Terms & Conditions are supplemented by the sales agreement applicable to the relevant Agreement.
- 1.3 In case of a conflict between these Terms & Conditions and the sales agreement mentioned in Article 1.2, these Terms & Conditions shall prevail.
- 1.4 Any clauses deviating from these Terms & Conditions or from the sales agreement referred to in Article 1.2, to which the buyer refers in any way whatsoever, which are mentioned in any correspondence or in any other respect, or which are common practice in the industry, shall be overridden by these Terms & Conditions.

2. CONCLUSION OF THE AGREEMENT

- 2.1 All quotes and quotations from Starck are without obligation.
- 2.2 Agreements are entered into verbally or in writing and, if desired, confirmed in writing, and in the case of a written confirmation, such confirmation shall be the sole proof.
- 2.3 In the event that Starck has not confirmed the agreement(s) in writing, the mere fact of delivery and receipt of the goods constitutes sufficient proof of the existence of an Agreement, which are governed by these Terms & Conditions.

3. PRICES

- 3.1 The sales price does not include VAT.
- 3.2 Any government measures causing unforeseen costs entitle Starck to adjust its prices accordingly and with immediate effect. Government measures may include:

- (A) imposition of or changes to taxes, import duties, levies and other costs imposed by the national, international and/or Community authorities, which were not foreseen at the time the Agreement was concluded.
- (B) imposition of or changes to taxes, import duties, levies and other costs in respect of the raw materials, from which the contracted goods are obtained or composed.

Any price increases shall be borne by the buyer.

- 3.3 In case of a sale of goods on unloading, steaming or on delivery on the condition of free-on-truck inland, the price shall be based on the rates for transshipment and transport applicable at the time of the conclusion of the Agreement. Any increases or surcharges on these rates between the day of sale and the day of delivery shall be borne by the buyer.
- 3.4 When goods are sold on unloading, steaming or on delivery, the price is based on normal water levels, normal waterways and normal shipping rates. Any increases in or surcharges on the freight between the day of sale and the day of delivery and any additional costs resulting from changes to the price of oil shall be borne by the buyer.
- 3.5 If the ocean vessel deviates towards a port other than the originally intended port due to any circumstances whatsoever, the additional resulting costs incurred by Starck shall be borne by the buyer.
- 3.6 Unless otherwise agreed, the goods delivered to the buyer shall be charged at the prices effective on the day of delivery.
- 3.7 Prices are calculated in euros unless otherwise agreed between Starck and the buyer.

PAYMENT

- 4.1 Unless otherwise agreed in writing, the buyer shall pay the invoice sent by Starck in respect of the delivery within seven days after the invoice date without any amounts to be offset. All payments must be made at the offices of Starck in the Netherlands or to an account designated by Starck.
- 4.2 If payment by letter of credit is agreed upon, the buyer shall bear all associated costs.
- 4.3 From the day on which any payment should have been made until the day of payment in full, the buyer shall owe Starck interest on the outstanding amount at the rate of the statutory interest rate plus 4%, without any demand or notice of default being required.
- 4.4 Starck is entitled to suspend any performance on its part at any time if any of Starck's claims against the buyer is not paid in a timely manner or if no replacement and/or additional security has been provided for such a claim at Starck's first request.

- 4.5 Starck is at all times entitled to offset its claims on the purchaser against claims of the purchaser on Starck.
- 4.6 Starck is entitled to claim from the buyer all costs caused by non-payment or late payment by the buyer, including judicial and extrajudicial collection costs. The extrajudicial collection costs amount to 15% of the amount to be claimed in the case of a claim on a Dutch buyer and 20% of the amount to be claimed in the case of a claim on a foreign buyer, with a minimum of € 500.

5. DELIVERY

- 5.1 Unless otherwise agreed in writing, delivery shall be made to a location, time and manner of Starck's choosing.
- 5.2 If sale on arrival delivery is agreed upon, Starck shall determine the time when a choice between the two alternatives is made.
- (A) In case of a sale and delivery on the condition of free-on-board (FOB), free carrier (FCA) cost, insurance, freight (CIF) or carriage paid to (CPT) the delivery shall be made at the location where the good is loaded.
- (B) For sales and delivery under the condition of delivered at place (DAP), delivery shall be made at the place of destination.
- (C) In case of a sale of already loaded flat-lying goods, delivery shall take place at the conclusion of the Agreement.
- 5.3 The so-called ice clause applies to all Agreements providing for delivery in the winter months. This means that the buyer is obliged to receive the purchased goods supplied by water at any other port, without compensation on account of faulty cargo, upon first notice, and that if the buyer does not collect the goods immediately at the other unloading location, he may be charged with the additional resulting costs.
- 5.4 The buyer must provide and guarantee proper receipt equipment and proper storage units.
- 5.5 If the buyer fails to take delivery of the goods in a timely manner, Starck shall be entitled to store the goods at the buyer's expense and risk at a location determined by the buyer.
- 5.6 If the buyer fails to take delivery of the goods for 14 days or longer, Starck is entitled to declare the agreement void without further notice of default, without prejudice to Starck's right to compensation.

6. QUANTITIES

- 6.1 When pellets, flakes, chips or chunks are sold or delivered, respectively, broken pellets, flakes, chips, chunks and/or flour are to be received and paid for as pellets, flakes, chips

or chunks.

- (A) If sold free-on-board (FOB), free carrier (FCA), cost, insurance, freight (CIF) or carriage paid to (CPT), the delivered weight determined by Starck, the supplying factory or the silo company shall be final.
- (B) However, if Starck is required under its purchase contract to accept a method of weight determination other than the usual one, also the buyer shall be obliged to accept this weight determination as final.
- (C) If sold through a lighter takeover or silo takeover, the quantity of goods loaded or stored, respectively, shall be final.

7. RETENTION OF TITLE

- 7.1 Delivered documents and/or goods shall be the exclusive property of Starck until such time as the buyer has fulfilled all his obligations arising from or related to the Agreements under which Starck undertakes to perform delivery. Until then, the buyer is obliged to keep the goods supplied by Starck separate from other goods and properly identified as the Starck's property.
- 7.2 The buyer is not authorized to pledge the documents and/or goods to third parties or otherwise encumber them for the benefit of third parties until the documents and/or goods have become his property.

8. BUYER'S INSOLVENCY

- 8.1 If the buyer fails to pay his debts on time or enters into an agreement with his creditors in this regard, or if the buyer is subject to measures that may be implemented under the applicable law with respect to debtors who are unwilling or unable to pay all of their debts, or if the buyer should fail to fulfill his payment obligations under any agreement with Starck, Starck shall be entitled by mere verbal or written notice to retroactively terminate any of the Agreements with the buyer, without prejudice to Starck's other rights under any agreement with the buyer that may be exercised by Starck.
- 8.2 If a circumstance occurs on the part of the buyer as described in the preceding paragraph, Starck shall moreover be entitled to an immediate return of the documents to Starck or to recover the goods immediately, respectively, and to offset the proceeds of these documents and/or goods against its claim against the buyer. Any associated costs shall be borne by the buyer.

9. LIABILITY

- 9.1 Animal-feed raw materials are intended for use as compound-feed raw materials only.
- 9.2 With regard to any loss suffered by the buyer, Starck shall only be liable in the event of

intent or equivalent culpability on the part of Starck. The burden of proof for such intent or equivalent culpability is vested with the buyer.

- 9.3 Starck's liability is limited to a maximum of the invoice value, excluding VAT, of the goods and/or services supplied.
- 9.4 Starck is not liable for any indirect loss incurred by the buyer or third parties, including but not limited to consequential loss, intangible loss, business operational or environmental loss and lost profits.

10. FORCE MAJEURE

- 10.1 Starck is not liable towards the buyer for any losses it may suffer if any performance on the part of Starck is prevented, made more difficult, delayed or is no longer reasonably feasible as a result of circumstances and the consequences of which Starck's management has no control, regardless of whether these circumstances could have been anticipated upon the conclusion of the Agreement.
- 10.2 The circumstances referred to in Article 10.1 also include, but are not limited to, the following: fire, strike, war, blockade, hazards of the sea, storm, lockout, interruption in Starck's production or the production of Starck's suppliers and/or in the transport provided by Starck or by third parties on behalf of Starck and/or measures implemented by any government authority, both here in this country and elsewhere.
- 10.3 The unloading or delivery or arrival period may be extended by the time that navigation on the rivers and canals is blocked by ice.
- 10.4 With regard to a force-majeure situation, Starck may also invoke the strike, force-majeure or prohibition clauses in its purchase agreement including any extensions of the relevant stipulated time limits.
- 10.5 If sale on arrival/delivery is agreed, Starck is entitled at any time to opt for the corresponding unloading period and to invoke the strike, force-majeure or prohibition clauses in its purchase contract.
- 10.6 If the force-majeure situation has continued for 30 days, Starck shall be entitled to cancel the Agreement without the requirement to pay compensation.

11. APPLICABLE LAW AND COMPETENT COURT

- 11.1 All Agreements referred to in these Terms & Conditions are governed by Dutch law, to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods (the Vienna Sales Convention) (Treaty Series 1081, 184).
- 11.2 If the standard contract referred to in Article 1.2 is additionally applicable, any disputes between the parties shall be settled in accordance with the dispute and arbitration rules laid down in that contract. In the event of any disputes and/or arbitration, all Agreements concluded on the condition "free carrier" (FCA) shall be deemed to have been

concluded on the condition free-on-board Rotterdam / Europoort-Amsterdam and/or any other ports.

11.3 Without prejudice to the provisions of Article 11.2, all disputes between the parties shall be submitted exclusively to the competent court in the place where Starck is located or a place of Starck's choice.

12. DEVIATION

12.1 Deviations from any provision of these terms and conditions can only be validly made in writing.

Utrecht, June 2023