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GENERAL TERMS AND CONDITIONS OF SALE**1. Basis of the agreement**

All deliveries take place solely on basis of this written contract/order confirmation ("the Contract"), to which these general terms and conditions of sale always apply, unless otherwise agreed in writing between the parties. In case buyer has applied special terms of purchase when placing his order, such shall be disregarded at seller's forwarding of these general terms and conditions of sale.

2. Prices

Seller reserves the right to increase the prices of the goods and/or reduce its supply commitments in terms of volume agreed between the parties, whether in relation to a single Contract or a number of Contracts, over a period as necessary to take account of any increase in cost to seller due to (i) any change in law, regulation, tax, duty, levy or other payment imposed upon the goods after the date of the Contract by the European Union or any national government; or (ii) circumstances of hardship/force majeure or significant increases in prices, or reductions in availability of, raw materials, energy, services or other supplies required by seller, on giving buyer one month's prior notice together with an explanation of the reason for such changes. Seller also reserves the right to terminate, without liability, any Contract the performance of which, as a result of any such change, will have a material adverse effect on seller which cannot be resolved by an increase in the price.

3. Delivery - transfer of risk, time of delivery and delay

Unless otherwise agreed in writing, delivery shall take place and risk in the goods shall pass to buyer as specified in the relevant Incoterm (such Incoterms to be defined in the manner set out in the edition of Incoterm applicable at the time of the formation of the Contract). Subject to the limitations mentioned under items 5 and 6 below seller is liable for any damage to the goods arising prior to the transfer of risk to buyer, irrespective of the cause of the damage, unless the damage is caused by buyer or any one for whom buyer is liable. The parties may make an agreement about the time of delivery. No matter whether the time of delivery appears from the Contract or any other agreement between the parties, it shall be considered an estimated time of delivery. Seller shall take adequate precautions to secure delivery on time. In the event of a delay all the same, seller shall notify buyer in writing without undue delay. Seller shall at the same time state the cause of the delay and to the extent possible when the goods will be ready for delivery. Seller's delay in delivery of goods does not entitle buyer to terminate the Contract or the purchase of the delayed goods. Buyer is only entitled to compensation for delay, in the event of gross negligence on the part of seller. Buyer's claim for compensation shall not exceed the invoiced purchase price for the delayed goods and shall never include loss on operations, loss of profits, loss of future sales, loss of brand value and reputation or other financial consequential losses.

3A. Delivery conditions

Term of delivery, place of delivery and other delivery conditions are stipulated in the Contract. For all shipments loaded weight at point of shipment shall apply.

4. Notification of deficiencies and defects

Immediately on delivery of goods, buyer shall make such a careful examination of the goods as is required by ordinary business practice with the purpose of ascertaining whether the goods are deficient and/or defective, see items 5 and 6. Buyer shall notify seller in writing of any deficiency and/or defect as soon as the deficiency and/or defect has become apparent. If buyer does not immediately notify seller in writing, buyer loses his right to make claims in respect of the deficiency and/or defect. Seller's liability for deficiencies shall under no circumstances include any deficiencies appearing later than 6 months after delivery of the goods. Without prejudice for seller to maintain his rights according to this Contract, he is entitled to enter into negotiations with the customer about an extrajudicial settlement of any disputes that may have arisen.

5. Deficiencies

In case buyer has examined the goods in time according to item 4 and in time has raised a claim against seller about deficiencies, seller shall, provided the deficiency is recognized, at his own option wholly or partly make a replacement

delivery or rectify the deficiency and/or to grant the buyer a proportional discount in the purchase price for the decrease in value caused by the deficiency in the goods. Deficiencies in goods do not entitle buyer to terminate the Contract or the purchase of the deficient goods. Buyer is only entitled to compensation for deficiencies in case of gross negligence on the part of seller. Buyer's claim for compensation shall not exceed the invoiced price for the deficient goods and shall never include loss on operations, loss of profits, loss of future sales, loss of brand value and reputation or other financial consequential losses. Seller's liability only covers deficiencies arising during correct storage, use, mixing and the like of the goods.

6. Product liability - venue

Buyer shall indemnify seller to the extent seller is held liable to any third party for injury, damage and loss caused by a defect in the goods sold for which seller is not liable to buyer according to the second and third paragraphs of this item. Seller is only liable for injury, damage and/or loss caused by a defect in the goods sold, in case it is proved that buyer has complied with his obligations under item 4 and that the injury, damage and/or loss is due to mistake or negligence on the part of seller. However, seller's liability, which is statute-barred one year after the day of delivery of the goods to buyer, shall not include loss on operations, loss of profits, loss of future sales, loss of brand value and reputation or other financial consequential losses. If any third party makes a claim against buyer under this item, buyer shall notify seller immediately. Should an action be brought against seller on the basis of any injury, damage and/or loss alleged to have been caused by the goods delivered by seller, buyer is obligated to let himself be sued for damages by seller and/or a third party with venue at the Danish or foreign court or arbitration court at which the case against seller is tried.

7. Late payment - right of termination, interest and exchange rates

If the time of payment stipulated in the Contract is exceeded, seller shall have the right to terminate with immediate effect either in whole or in part the Contract and/or any other agreement between the parties and/or to charge interest on the outstanding amount from the due date at a rate equivalent to the rate bank of the Danish National Bank plus 8% per annum and to charge for any exchange rate losses caused by the late payment in accordance with the official selling rate of exchange quoted by the Copenhagen Stock Exchange.

8. Force majeure

The following circumstances involve exemption from liability provided they prevent the fulfilment of the Contract or make the fulfilment unreasonably onerous:

Fire, explosion, war, rebellion, strike, lock-out, transport disturbances caused by weather conditions, lack of means of transportation, government intervention, sequestration, currency restrictions, ordinary scarcity of goods, deficiencies or delays in supplies from sub-suppliers, break down of machinery and any other circumstances beyond the control of the parties. The party wishing to invoke this provision shall notify the other party without undue delay.

9. Insolvency

If buyer is adjudicated bankrupt, suspends his payments, becomes subject to compulsory winding up procedures or enters into liquidation or a compulsory composition, it is considered a material breach of the Contract entitling the seller to terminate the Contract with immediate effect. Any outstanding amount to be paid for delivered goods falls due immediately.

10. Destination control

The goods may not be sold, shipped or transferred to Cuba or to representatives or subjects thereof. Further, the goods shall not be shipped on any vessel which is flagged, owned, controlled by or related to Cuba, its representatives or subjects. If the Goods are destined for the United States, or if any US company or person is the buyer or otherwise participates in the transaction, then all other countries which are subject to U.S. government economic sanctions shall also be excluded.

11. Arbitration - Danish law

With the possible exception following from paragraph 5 of item 6 concerning product liability, any dispute or claim arising out of or in connection with the Contract and/or these general terms and conditions shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration). The Arbitration Tribunal shall be composed of three (3) arbitrators. Each party shall appoint one arbitrator and the Institute shall appoint the Chairman of the Arbitration Tribunal. If a party has not appointed an arbitrator no later than 30 days of having either submitted or received notice of the request for arbitration, such arbitrator shall also be appointed by the Institute. The place of arbitration shall be Copenhagen. The language of the arbitration shall be English. The Contract and these general terms and conditions shall be governed by the law of Denmark.