

GENERAL TERMS OF SALE

1. Applicability

All sales, transactions, deliveries and purchase orders, as well as any other document relating to the goods to be delivered by Dossche Mills (**DM**) (the **DM Goods**), are solely governed by these terms and conditions and any special conditions signed by the parties. The special conditions signed by the parties would prevail in the event of inconsistency or contradiction.

Dossche Mills (**DM**) comprises following legal entities:

- i. Dossche Mills NV, with registered office at Clemence Dosschestraat 1, 9800 Deinze, Belgium, and with company identification number: BE0400.771.039 (Ghent);
- ii. Dossche Mills BV, with registered office at Brielselaan 115, 3081 AB Rotterdam, Netherlands, and with company identification number (Chamber of Commerce): 24412411;
- iii. Dossche Mills Nederland BV, with registered office at Klarenanstelerweg 2, 6468 EP Kerkrade, Netherlands, and with company identification number (Chamber of Commerce): 27106213;
- iv. Dossche Mills France SAS, with registered office at 130 Boulevard de la Liberté, 59800 Lille, France, and with company identification number (Siret): 472 501 121 00041.

These legal entities of DM are jointly and severally entitled to enforce the proper performance of the agreement by the Customer.

In order to be valid, each deviation of the present General Terms of Sale must be subject to an explicit, prior and written agreement between parties. Any lack of reaction or lack of protest from DM's side can under no condition be considered an acceptance of such deviation. The Customer expressly renounces the application of its own general or specific terms and conditions, even if these would be posterior to the present General Terms of Sale.

Any failure or delay by DM in exercising any right or remedy pursuant to these General Terms of Sale will not impair such right or remedy to be construed as a waiver of it and will not preclude its exercise at any subsequent time.

These General Terms of Sale automatically apply to all similar future commercial relations and legal transactions between DM and the Customer without it being necessary to expressly refer to these General Terms of Sale.

2. Offers and acceptance

Following a verbal or written request or order by the Customer, DM shall provide an offer (the **Offer**) for the sale of a quantity or weight of Goods at a price upon and subject to these General Terms of Sale.

DM reserves the right to cancel an Offer at any time prior to acceptance of the Offer by the Customer. If an Offer is cancelled by DM there will be no payment due for the DM Goods under that Offer.

DM's offers are made without engagement and do not imply any commitment as to prices, quantities and times of delivery and execution.

DM is only bound and an Agreement is only established as from a written confirmation of the Customer's acceptance of the Offer or the acceptance by the Customer of a delivery of DM Goods, whichever occurs first.

If the Customer annuls the Agreement, it will in any event be due payment of the 25% of the invoice amount to DM.

Any variation or amendment to an Offer requested by the Customer shall only be valid when accepted by DM in writing and signed by a duly authorized representative of DM.

When an Offer is accepted by the Customer and hence an Agreement is formed, the Customer shall sign and return the Contract within ten (10) days from receipt and a failure by the Customer to do so shall be deemed to constitute Customer's acceptance of the Contract. For the avoidance of doubt, the Customer's failure to sign and return the Contract shall not affect the enforceability of any Agreement save as otherwise indicated by DM.

3. Take-or-pay contracts

A take-or-pay contract (**TOP-Contract**) provides for a take-or-pay quantity (a **TOP Quantity**), to be taken by the Customer within a specific period (the **TOP Period**) and for a specific amount (the **TOP Amount**).

The Customer shall either take the TOP Quantity within the TOP Period, and pay the TOP Amount, or pay the TOP Amount less the price effectively paid for the contracted DM Goods that have been taken by the Customer within the TOP Period (the **TOP Shortfall Amount**).

DM shall invoice the TOP Shortfall Amount after expiry of the TOP Period, and the Customer shall pay such invoice in accordance with clause 8 (payment).

An extension of the TOP Period can only be agreed in writing before the end of the initial TOP Period.

4. Against actuals contract (contracts with exchange of futures for physical clause)

An against actuals contract (**AA-Contract**) provides for a Top Quantity to be taken by the Customer within a **TOP Period**, and for a price fixation mechanism through which the **TOP Amount** is calculated as the sum of the nominal value of a fixed lump sum (**Premium Amount**) and the nominal value of fixed numbers of specific wheat futures contracts to be transferred by the Customer to DM, or to be purchased by DM on the Customer's behalf (**Futures Amount**). The TOP Amount is the sum of the Premium Amount and the Futures Amount. This price fixation has to be effectuated by the Customer before an ultimate price

fixation date (**Ultimate Price Fixation Date**). Alternative names which are commonly used for this type of contract are “**Premium Contract**” and “**Cost Card Agreement**”.

The Customer shall effectuate the pricing procedure through the transfer of futures contracts to DM (by instructing his broker to effectuate the transfer), or by instructing DM to purchase the required futures on his behalf (this action is commonly designated as “fixing on the screen”). The instruction for DM to buy futures on behalf of the Customer will be addressed to the DM hedging department verbally (through telephone) or in writing (e-mail), by a duly authorized representative of the Customer who is specifically identified on the AA-Contract. The instruction will indicate the delivery periods to be priced and the requested price levels.

After the transfer of futures or the “fixing on the screen”-procedures have been effectuated, the pricing is confirmed by DM to the Customer’s representative by mail. This confirmation will state the priced period (TOP Period), the priced quantities (TOP Quantity), the TOP Amount (sum of Futures Amount and Premium Amount) and the invoice price.

If the Customer defaults on the timely effectuation of the pricing procedure DM has the choice to either execute the pricing without formal request from the Customer, and thus purchase the futures on behalf of the Customer at its own discretion on the first working day following the Ultimate Pricing Date, or waive the pricing procedure for the periods which remain unpriced after the expiration of the Ultimate Pricing Date, in which case the Customer will automatically become liable to DM to pay the entire Premium Amount for these unpriced volumes. In the latter case DM shall invoice the Premium Amount after expiry of the Ultimate Pricing Date, and the Customer shall pay such invoice in accordance with clause 8 (payment).

5. Margin calls

DM hedges its wheat requirements in order to reduce the price risk associated with fixed forward sales of Goods.

Wheat requirements for delivery periods exceeding the next wheat crop marketing year cannot be hedged by taking positions in the cash market due to limited liquidity (a crop marketing year for wheat runs from September 1 until August 31 of the following year). Therefore such contracts have to be hedged by taking positions in the derivatives markets. These derivatives positions can over time induce substantial amounts of margin call payments in case of adverse price movements.

In case of the conclusion of TOP-Contracts or price fixations of AA-Contracts which provide for delivery periods exceeding the next crop marketing year, DM reserves the right to execute a margin call (**Margin Call**) against the Customer. The Customer will indemnify DM on demand for the full amount of the Margin Call. The Margin Call can cover the derivatives (futures) price movements for the period between the conclusion of the TOP-Contract or the price fixation of the AA-contract and the second last August 31 preceding the delivery period of the DM Goods.

6. Purchase orders

All purchase orders received by DM are considered to be final, binding upon the Customer and irrevocable.

Unless otherwise expressly agreed in writing, DM's acceptance of a purchase order is limited to acceptance of the express terms set forth in the purchase order insofar as they do not deviate from these terms and conditions or any special conditions signed by the parties.

7. Price

In case of a TOP-Contract the price will be determined in writing in the agreement. In case of an AA-Contract the price will be determined through the completion of the pricing procedure specified in the contract.

In the absence of either a TOP-Contract or an AA-Contract the price for the DM Goods shall be agreed verbally or in writing by the parties. If no specific price has been fixed, the price of the Dossche Mills price list on the date of delivery of the DM Goods will apply.

Except in case of a TOP-Contract or an AA-Contract, Dossche Mills can adjust its prices at any time to take into account changes of the cost price of the DM Goods as a consequence of changes of (non-comprehensive list): price of raw materials, wages, social security or public administration charges, price of electricity, oil, coal, gas or other energy sources.

All prices mentioned on price lists and contracts are exclusive VAT, customs duties and charges and all other applicable taxes and duties.

In the event where deliveries are VAT-exempted and transportation is not arranged for by DM, the Customer shall within a period of 30 days after the loading of the DM Goods, provide DM with the relevant documentation demonstrating the effective shipment of the DM Goods to the destination identified under the Agreement. This documentation can consist of a CMR or delivery note carrying the signature of receipt, and should be mailed to logistics@dosschemills.com. If the Customer does not meet this obligation, the Customer is liable for the amount of VAT due on domestic deliveries.

8. Payment

Unless otherwise specified on the invoice, any DM invoice is payable in cash at the time of delivery, without any invoice amount reduction or discount. All costs, taxes, duties, import duties or any other levies relating to the (delivery of the) DM Goods will be at Customer's expense. Payments of invoices shall be payable in the currency indicated in the invoice. The Customer expressly waives any right of set-off in its relationship with DM.

If the Customer fails to pay any sums when due, DM shall be entitled, automatically and without summons, to:

- i. default interest (calculated at the rate used by the European Central Bank for its refinancing operations plus 10%); and

- ii. a lump-sum compensation payment ('liquidated damages') for damage suffered calculated equal to 10% of the unpaid or overdue paid invoice amount with a minimum of 250 euro;
- iii. all judicial and extra-judicial recovery costs.

These interests and costs are payable immediately notwithstanding other agreed payment terms for deliveries of goods.

Without prejudice to clause 15 (termination), the Customer's failure to pay an invoice on its due date shall entitle DM to suspend further performance and deliveries to the Customer until it receives full payment.

Payment of an invoice, in full or in part, amounts to the Customer's unconditional acceptance of the relevant DM Goods.

DM may at any time, without limiting any other rights or remedies it may have against the Customer, set off any amount owing to it by the Customer (or any of its affiliates) under an Agreement, against any amount payable by DM (or any of its affiliates) to the Customer (or any of its affiliates), under this Agreement or any other agreement.

Notwithstanding any purported contrary appropriation by the Customer, all payments made by the Customer to DM shall be apportioned first to Goods that have been resold by the Customer and then to Goods which remain in the possession or under the control of the Customer.

9. Delivery times

All indicated delivery times are indicative only. A delay in delivery or after an indicated delivery date can under no circumstance give rise to liability on DM's part or be considered as grounds for annulment, suspension or termination of the agreement (partly or entirely).

When existing orders are modified by the Customer, the delivery times have to be counted from the moment of the last modification.

Additional costs can be charged to the Customer in accordance with the established price list if the Customer requests delivery to be effectuated outside the normal working hours.

10. Delivery, shipment and risks

All DM Goods will be delivered to the Customer on a DDP (Incoterms 2010) basis and the risk is passed accordingly.

The Customer shall implement all necessary measures to ensure that the DM Goods can be delivered properly at the agreed delivery site. These measures relate to, amongst others, the accessibility of the site, the availability of unloading equipment and personnel as required by DM, as well as full compliance with all relevant safety measures. The Customer is liable towards DM for any damage caused by non-compliance with this obligation.

11. Retention of title

All deliveries will be done with reservation of ownership. The DM Goods remain DM's property until DM receives full payment of the price from the Customer, including any accrued interest and any other sums owed to DM by the Customer (or any of its affiliates) on any other account whatsoever.

The Customer is not entitled to sell, process or modify any DM Goods for which title has not passed. Without prejudice to its other rights and remedies, DM shall be entitled, automatically and without summons, to reclaim the delivered DM Goods up to the amount not paid if the Customer fails to pay any sums when due. If the Customer resells the DM Goods before making payment in full to DM, the retention of title will transfer and apply to the monies representing the resale price.

DM reserves an irrevocable right and licence to repossess and resell any Goods to which it has retained title and the Customer hereby grants an irrevocable right and licence to DM's employees and agents to enter upon all or any premises where the Goods are stored without prior notice for this purpose. This right and licence shall continue to subsist notwithstanding the termination for any reason of an Agreement and is without prejudice to any accrued rights of DM under an Agreement or otherwise.

During the retention of title period, the Customer shall be responsible for storing and keeping the delivered DM Goods in good condition, and will be responsible for any loss or damage caused to the DM Goods. The Customer undertakes to insure the DM Goods against all risks at its expense and to store the DM Goods in such a way that they cannot be confused with other goods and that they can always be recognised as the property of DM.

Where DM Goods are processed by the Customer together with other Goods which are not the property of the Seller, joint ownership of the new product accrues to DM, in the ratio of the value of Goods which are subject to reservation of the title to the other processed Goods at the time of processing. The new Product created by the process is subject to the same conditions as the Goods which are subject to reservation of title. The said new product is regarded as being subject to the reservation of title within the meaning of these General Terms of Sale.

In the event that DM Goods which are subject to reservation of title are sold by the Customer together with other Goods which are not the property of DM, with or without being processed, the claim to the selling price is assigned only in the amount of the value of the Goods which are subject to reservation of title which form part of the subject of the contract entered into with the Sub-Customer.

Reservation of ownership pursuant to the aforementioned provisions likewise persists where individual receivables due to DM are added to a current account and the balance is struck and accepted.

DM undertakes – at its discretion – to release the securities accruing to it under the above provisions insofar as their value exceeds the value of the claims to be secured by 20%.

The Customer undertakes to notify DM forthwith of any encumbrance upon Goods, which are subject to reservation of title as a result of the rights of third parties. The Customer shall - at

the request of DM – assist him in taking any measures necessary to protect DM’s title to the Goods.

12. Right to claim value of DM Goods in case of resale

In case of resale, DM shall keep the right to claim the value of the DM Goods that are in possession of the Sub-Customer. In such case, the reserve of the right of ownership shall be transferred on the resale’s price to DM. Resale can only occur when this condition stated in previous sentence is ensured. It is the Customer’s authority to collect claims from the Sub-Customer. DM will not collect the claim itself provided the Customer fulfils his payment obligations. Upon request, the Customer must advise DM of the parties liable for the assigned claims.

The Customer acknowledges that in case of resale, he pledges all claims arising from this sale to DM. Release can only be obtained through full payment on the account of DM.

13. Complaints

DM shall use reasonable endeavours to supply the DM Goods in accordance with the indicated specifications (if any). However, the Customer accepts that the DM Goods are natural products for which specifications are always indicative only and may vary from time to time. In no event can any variation in specification give rise to a claim by the Customer for any indemnification or price reduction on the grounds of non-conformity or defect; nor shall it entitle the Customer to annul, suspend or terminate the agreement (partly or entirely).

Without prejudice to the above, the Customer must verify the quality and quantity of the DM Goods upon receipt. Complaints regarding a visible defect or non-conformity are only validly made if (i) notified by the Customer to DM in writing immediately upon receipt of the DM Goods (and in any event within 24 hours after delivery) and (ii) the DM Goods concerned still remain unprocessed and available for inspection by DM.

The use or conversion of the DM Goods by the Customer implies its irrevocable acceptance of the products.

Complaints regarding a hidden defect or non-conformity are only validly made if notified by the Customer to DM in writing within 24 hours after the earlier of the time that the non-conformity or defect (i) was discovered or (ii) could reasonably have been discovered, and under the express condition that the DM Goods concerned are still available for inspection by DM or its representative. Such complaints shall no longer be admissible (i) within one month after delivery or (ii) after the use or conversion of the products, whichever date is earlier.

If a complaint is validly made pursuant to the requirements of this clause, DM will suspend delivery and take remedial measures in respect of further delivery, without any (other) liability on its part; in particular, the Customer shall not be entitled to annul, suspend or terminate the agreement (partly or entirely). DM shall not be liable for any other complaint, and the Customer will be barred from lodging a claim on the basis of such a complaint.

If the Customer complains about an alleged non-conformity or defect, which turns out to be non-existing or to be a non-conformity or defect for which DM is not liable, DM has the right to demand compensation for the costs it encountered due to the unjustified complaint.

In the event a complaint is considered founded by DM, such products shall, at DM's option, either be replaced free of charge or reimbursed in part or in full, excluding any compensation for consequential damages or any other damages whatsoever. The Customer waives any right or claim he might have in that respect.

Complaints in relation to (errors in) invoices must be notified by the Customer to DM in writing within 15 days after the invoice date. The payment of an invoice, in full or in part, shall be considered to imply acceptance of the invoice and of the DM Goods concerned. A contractual dispute shall not entitle the Customer to withhold or suspend payment until such dispute is resolved.

14. Liability

The contractual and extra-contractual liability of DM arising from negligence, breach of contract or otherwise under or in connection with its relationship with the Customer shall be limited to the lower of (i) the price of the DM Goods that caused liability, and (ii) EUR 5,000. If DM's liability is established, DM shall at its own discretion either (i) replace the DM Goods concerned at its own expense or (ii) reimburse the Customer an amount equal to the price of the defective goods that caused liability, always subject to the limitation of liability as set out above. DM shall under no circumstance be liable for any (i) loss of profit, loss of turnover, loss of clientele, loss of business or revenue, loss of data, loss of goodwill, loss of expended management time or anticipated savings, financial damage, damage to machinery, loss associated with a product recall, directly or indirectly caused to or suffered by the Customer; and/or (ii) other incidental or consequential loss of any kind arising out of or in connection with the DM Goods concerned.

The Customer shall be liable and undertakes to hold DM harmless, and to defend DM from and against any third party claim (including a claim based on any applicable legislation on product liability), and shall indemnify DM and keep DM indemnified against any losses, damages, costs, charges, expenses and other liabilities (including, without limitation, legal fees), incurred by or awarded against DM as a result of, or in connection with such third party claim; unless such third party claim is based on a contractual default by DM in its relationship with the Customer that has been notified in accordance with clause 13.

Nothing in this clause 14 shall operate to exclude or limit any statutory rights which cannot be legally excluded or limited, and this clause 14 is not intended to exclude or limit the liability of DM in respect of intentional default. If this clause 14 is found to be void, invalid or unenforceable, DM's contractual and extra-contractual liability to the Customer and any third party shall in any event be limited to EUR 5,000.

15. Suspension and termination

If the Customer or any other entity of its group (**Customer Group**) is in breach of any of the provisions of the agreement with DM, DM shall be entitled to suspend the delivery of DM Goods until such breach has been remedied in full.

DM has the right to terminate the agreement (including any pending delivery) by giving written notice to the Customer, with immediate effect and without court intervention, if (i) the Customer is in breach of any agreement with DM, and either such breach is not capable of remedy or, if the breach is capable of remedy, the Customer has failed to remedy the breach within 5 calendar days of receiving written notice requiring it to do so, or (ii) any entity of the Customer Group is in breach of any agreement with DM, and either such breach is not capable of remedy or if the breach is capable of remedy, such entity has failed to remedy the breach in accordance with the relevant agreement. In the event of a termination of the agreement by DM, the Customer will be liable to compensate DM for any damage suffered and expenses incurred, including any consequential loss and including loss of profit, the latter being fixed at minimally 25% of TOP Amount. The Customer shall also immediately settle all outstanding invoices which become immediately payable upon termination.

The agreement (including any pending delivery) shall terminate automatically if the Customer becomes insolvent or an order is made or a resolution passed for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of its assets or anything similar to the foregoing occurs in any applicable jurisdiction.

Expiration or termination of the agreement for whatever reason shall be without prejudice to any rights or obligations which shall have accrued before expiration or termination and shall not destroy or diminish the binding force of any of the provisions of the agreement which are expressly provided to come into force on, or continue in force after such expiration or termination, including clauses 1, 3, 4, 5, 8, 11, 12, 13, 14, 20, 21, 23 and 24.

16. Security

DM is entitled to investigate the Customer's creditworthiness or its ability to fulfil its obligations under the agreement at any time during the term of the agreement. The Customer shall provide DM with all relevant information in this regard as requested by DM. If DM considers that there are reasonable grounds to question the Customer's creditworthiness or that its ability to fulfil its obligations under the agreement is impaired, DM is entitled to suspend performance of the agreement and to require that Customer, within three business days, provides or increases in amount: (i) a letter of credit, (ii) cash, or (iii) other security (including a bank or parent guarantee) in a form and amount reasonably acceptable to DM. Failure to timely comply with this requirement will be considered a material breach.

17. Hardship

Upon the occurrence of an event beyond DM's reasonable control which negatively affects DM's position (including price arrangements) for the procurement of raw materials (e.g. the insolvency of a supplier of raw materials) and hence the contractual balance for DM under the agreement, the Customer shall renegotiate, at DM's first request, the agreed contract price with DM in good faith. If the parties cannot agree on a new price within 15 business days following DM's request, DM shall be entitled to terminate the agreement, with immediate effect, without court intervention and without owing any compensation to the Customer.

18. Assignment

The Customer is not entitled to assign, transfer or otherwise dispose of any of its rights and/or obligations under its agreement with DM without the prior written consent of DM. In any event the Customer shall remain jointly and severally liable with the assignee or transferee for the proper performance of the agreement.

19. Force majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations under the agreement (other than an obligation to pay money) arising from an event beyond its reasonable control (an **FM Event**). An FM event includes, without limitation, any of the following: war, civil war, revolt, mobilisation, confiscation, embargo, industrial conflicts, strikes and lockouts, transport difficulties, raw material supply difficulties, energy supply restrictions or difficulties, machinery accident, import or export measures or restrictions imposed by government, serious currency exchange rate changes, bad weather making it impossible to work, fire, floods, pandemics or other natural disasters, even if it is one of DM's suppliers or subcontractors that suffer from these circumstances, as well as any unforeseeable circumstance as a consequence of which the performance of the agreement by DM leads to unreasonable loss, damage or costs. This list is illustrative and non-exhaustive.

DM shall also be deemed affected by an FM Event if a delay or non-performance of its obligations results from a business decision following a distortion of or reduction in its production capacities for any type of product which in itself was beyond DM's reasonable control.

Where an FM Event continues for a period of 30 continuous days or more, either party may by written notice to the other terminate the affected agreement with immediate effect and without court intervention. In such event, no indemnity or costs of any kind will be owed by the terminating party for such termination.

20. Intellectual property

The Customer must not use or deal with any intellectual property owned or licensed to DM without DM's prior written consent.

21. Confidentiality

The Customer shall treat any contractual or other information provided by DM as confidential and shall not disclose it, or its contents, to any third party without the prior written consent of DM.

22. Communications

Within the scope of their relations, both parties accept the proof by electronic means (e.g.: e-mail, backup, etc.).

23. Severability

If at any time any (part of a) provision of the General Terms of Sale is held to be invalid or unenforceable, or contrary to imperative law or the public order, then such provision will (so far as it is invalid or unenforceable) have no effect and will be deemed not to be included in the present General Terms of Sale, but without invalidating any of the remaining provisions.

The parties must then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

24. Applicable law – competent court

Any agreement entered into between DM and the Customer and all underlying purchase orders and deliveries shall be governed by and interpreted in accordance with the laws of the country where the contracting DM entity has its registered office, each time with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods, Vienna, 11 April 1980.

Any controversy, dispute or claim in connection with or arising out of the existence, validity, construction, performance, non-performance, breach or termination of this agreement (or any terms thereof), including any claim based on contract, tort, statute or constitution, shall be finally settled by the courts of Ghent (Belgium) if the contracting DM entity is Dossche Mills NV; the courts of Rotterdam (Netherlands) if the contracting company is Dossche Mills BV or Dossche Mills Nederland BV; the courts of Lille (France) if it is Dossche Mills France SAS.

Additional clauses applicable only to the sales of By-Products

In addition to terms defined in the Articles 1-24, the following terms are additionally applicable on all sales, transactions, deliveries and purchase orders, as well as any other document relating to the By-Products to be delivered by DM. The special conditions signed by the parties would prevail in the event of inconsistency or contradiction.

In the event the special conditions and the General Terms of Sale (including the additional clauses) do not apply, the Conditions of the Dutch Trade in Grain and Feed Materials (CNGD) of the Royal Dutch Grain and Feed Trade Association Rotterdam do apply.

25. Definition of By-Products

By-Products are the products that are produced by the wheat milling process other than the principal products, which are flour, groats and meal. They consist mainly of the outer layer of the wheat kernel.

26. Quality of By-Products, Complaints

The quality and condition of the By-Products are highly dependent on the types of principal products and By-Products produced, and may vary significantly.

Therefore DM makes no representation or warranty as to the quality or the condition of the By-Products, with the exception of a maximum moisture level when specifically indicated in the Agreement.

The Customer assumes full responsibility for issues resulting from the use of the By-Products, including injury or illness to livestock to which the By-Products are fed. The Customer hereby acknowledges that the By-Products may contain residual agricultural chemicals and assume the risk associated therewith.

27. Delivery times

The availability of By-Products depends on and may vary with the production volumes of the principal products. Delivery times shall be indicative and not binding. A delay in delivery or after an indicated delivery date can under no circumstance give rise to liability on DM's part or be considered as grounds for annulment, suspension or termination of the agreement (partly or entirely).

In the event Customer fails to take delivery of the contracted volume of By-Products within 24 hours after the agreed delivery time, the By-Products may be sold to another party and Customer will be liable for the payment of liquidated damages which will be equal to the TOP Amount of the goods which have not been taken.

28. Delivery, shipment and risks

Unless otherwise set forth in the Agreement, all By-Products will be delivered to the Customer on an EXW the specified DM plant for road transportation, or FOB the specified DM plant for water transportation (Incoterms® 2010). Risk is passed accordingly.

The Customer agrees to operate in a professional manner while removing the By-Products and agrees to follow any guidelines and safety and security requirements that may be established by DM with regard to activities occurring on DM property.