

GENERAL TERMS AND CONDITIONS FOR SHIPMENT OF COCOA PRODUCTS

In addition to the terms set forth on the contract, the following terms and conditions shall also apply to the product sold:

1. **TERMS.** The Sales Confirmation, the General Terms and Conditions set forth herein and the FCC shall constitute the terms and conditions of sale (hereinafter referred to as the "Contract"). No terms or conditions, other than those stated herein, whether contained in Buyer's purchase order or elsewhere shall be binding on Seller unless agreed to in writing by Seller. Buyer's receipt of this Contract shall constitute an acceptance by Buyer of all terms and conditions set forth herein. There shall be no modification of any term, condition, obligation or right granted herein except with the written consent of both parties.

2. **SPECIFICATIONS.** Seller warrants that the product sold hereunder conforms to the specifications above. Seller has a right to change specifications upon advance written notice to Buyer. Buyer will have the right to terminate this Contract in the event the new specifications for the Product are not reasonably acceptable to the Customer.

3. **SHIPPING INSTRUCTIONS.** Buyer shall furnish complete shipping instructions promptly to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for the purposes of furnishing complete shipping instructions by buyer. In the event Buyer provides the transportation equipment to transport food grade products, Buyer shall provide only such equipment acceptable for food grade transportation.

4. **TAXES.** Buyer shall be liable for any taxes or other exactions levied upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to the Seller for the Products.

5. **WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 2 HEREOF, SELLER HAS NOT MADE ANY RECOMMENDATIONS TO BUYER REGARDING THE APPROPRIATE USE OF OR SUBSEQUENT SALE OF THE PRODUCTS, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES - EXPRESS OR IMPLIED - WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SELLER HAS NOT MADE ANY RECOMMENDATIONS TO BUYER REGARDING THE USE OR SUBSEQUENT SALE OF THE PRODUCTS. BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY, RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS. BUYER HAS SATISFIED ITSELF THAT THE PRODUCT AND THE PURPOSE FOR WHICH IT WILL BE USED AND/OR SOLD IS IN COMPLIANCE WITH THE LAWS OF THE RELEVANT COUNTRIES.

6. **QUALITY.** Seller's weights and analysis shall govern and control. Quality shall be final at load, unless otherwise set out in the sales contract. Seller's survey report shall be final and conclusive evidence of quality and quantity.

7. **REMEDIES.** BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR SHIPMENT OF NON-CONFORMING PRODUCT OR SELLER'S BREACH OF THIS CONTRACT SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER REPLACEMENT OF THE NON-CONFORMING PRODUCT OR A REFUND OF THE PURCHASE PRICE PAID OR PROCESS SET OUT IN CLAUSE 19.2.1 OF THE FCC. ALL CLAIMS ARISING OUT OF THIS CONTRACT OR MADE WITH RESPECT TO THE PRODUCT SHALL BE DEEMED WAIVED BY BUYER UNLESS MADE IN WRITING AND RECEIVED BY SELLER WITHIN 6 MONTHS OF RECEIPT OF PRODUCTS. Buyer must make any claim for nonconforming Product, breach of warranty, or any claim of any nature whatsoever with respect to the Products sold hereunder, in writing within thirty (6) months after Buyer's receipt of the Products. Buyer irrevocably waives and releases all claims that are not properly made within said period.

8. **CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF BUYER, BUYER'S OFFICERS, EMPLOYEES, REPRESENTATIVES, OR INSURERS OR OF ANY THIRD PARTY, OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS OR TRADE NAMES OR INJURY TO PERSONS), WHETHER THE CLAIM IS BASED ON BREACH OF WARRANTY OR BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES, REPRESENTATIVES OR INSURERS, OR TO ANY THIRD PARTY, FOR DAMAGES CAUSED BY THE ACTS OR OMISSIONS OF BUYER OR BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR ANY THIRD PARTY.

9. **RISK.** Risk of loss shall pass to Buyer as provided in Incoterms 2013.

10. **ASSIGNMENT.** The rights and obligations of the Buyer under this Contract are not assignable without the prior written consent of Seller. If any part of this Contract is found to be void or unenforceable, those provisions shall be severable, and those provisions that are lawful shall remain in full force and effect.

11. **TRADEMARK USAGE.** WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER, BUYER SHALL NOT USE SELLER'S TRADE NAMES, TRADEMARKS, LOGOS, SERVICE MARKS, OR OTHER PROPRIETARY MARKS FOR ANY PURPOSE (INCLUDING USE ON ANY OF BUYER'S PACKAGING AND LABELING, REGARDLESS OF WHETHER SUCH PACKAGING OR LABELING IS FOR RESELLING THE PRODUCT SOLD HEREUNDER EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS).

12. **INDEMNITY.** (a) Buyer agrees to indemnify and hold harmless Seller from any and all claims, losses and damages (including reasonable attorney's fees) (collectively, "Damages") arising out of (i) any breach of this Agreement by Buyer, (ii) loss of, damage to or other contamination of Product after delivery or (iii) the storage, use, handling, transportation, marketing, sale or resale, use or disposal of the Product by Buyer or any other party, whether alone or in combination with other substances. Notwithstanding anything to the contrary herein, if Seller notifies Buyer that any of the Products need to be recalled or otherwise withdrawn from the market and Buyer refuses or otherwise fails to do so in a timely fashion, Buyer agree to indemnify Seller, its affiliates, their respective officers, directors, employees, agents and shareholders from and against any and all Damages incurred by Buyer and Seller as a result of such failure or refusal. Buyer and Seller each agree to use reasonable commercial efforts to mitigate any Damages incurred by it.

13. **CONFIDENTIALITY:** Buyer understands and agrees that in the course of purchasing the Products hereunder, it may receive or otherwise learn certain items of business, technical, financial or other information owned by or otherwise in the possession of Seller ("Confidential Information"). Confidential Information includes the terms of this Agreement and may also include, by way of example but without limitation, products, specifications, formulae, equipment, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, and their potential uses. Buyer agrees to take and maintain proper and appropriate steps to protect Confidential Information. Buyer agrees not to disclose Confidential Information to any unauthorized party without prior express written consent of Seller. Buyer agrees to use Confidential Information only in connection with the Products contemplated by this Agreement. Buyer agrees to make no other use of Confidential Information, it being recognized that Seller has reserved all rights to Confidential Information not expressly granted herein. All documents containing Confidential Information shall remain the property of Seller. Upon the request of Seller, Buyer agrees to destroy any documents prepared by it using Confidential Information or derived therefrom and agrees to provide confirmation of such destruction in writing. The obligations imposed by this Section, including but not limited to non-disclosure and non-use, however, shall endure so long as the Confidential Information does not become part of the public domain.

14. **TRADE SANCTIONS:** Buyer represents and warrants that neither it nor any person or entity that owns or controls it is a designated target of economic trade sanctions promulgated by the U.S., E.U, U.N, Malaysia, or the country of origin of the goods ("Sanction Laws"). Buyer undertakes (i) that Buyer and its agents and representatives will fully comply with all applicable Sanction Laws in their performance hereunder; and (ii) that the goods will not be resold to, disposed of by or transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause Seller, or any US parent company of Seller, to be in contravention of applicable Sanction Laws. Buyer agrees to cooperate with Seller's reasonable requests for information or documentation to verify compliance with this clause.

15. **GOVERNING LAW.** This Contract shall be governed by English law. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be submitted to the FCC in England in accordance with the FCC Arbitration and Appeal Rules.
