AMANO ENZYME ASIA PACIFIC CO., LTD. TERMS AND CONDITIONS OF SALE

1. STATUS OF THESE TERMS AND CONDITIONS

1.1. These terms and conditions ("these Conditions") shall apply to all sales of products by Amano Enzyme Asia Pacific Co., Ltd. ("AMANO") to Customer. Each order for supply of AMANO products ("Products") by Customer to AMANO (a "Purchase Order") shall be an offer to purchase those Products subject to these Conditions. If AMANO is unable to accept a Purchase Order, it shall notify Customer as soon as reasonably practicable. AMANO may accept or reject a Purchase Order at its discretion. A "Contract" for supply of Products by AMANO to Customer as described in a Purchase Order or Purchase Order confirmation shall be formed, and become binding on the parties, where AMANO accepts that Purchase Order. These Conditions, any AMANO's price quotation and additional or specific terms on the face of respective Purchase Order or Purchase Order confirmation (the "Other Terms") shall constitute the terms of the Contract for the sale of Products by AMANO to Customer, and all prior representations or agreements, whether written or oral, that are not incorporated in these Conditions and/or the Other Terms shall be superseded. Marketing and other promotional material relating to Products are illustrative only and do not form part of any Contract. However, these Conditions shall not apply to any Customer who has entered into a written master supply agreement or distributorship agreement with AMANO which governs the sale and purchase of Products and is effective on the date of shipment.

1.2. In the event of any conflict or inconsistency between these Conditions and any terms and conditions contained in or referred to in any Purchase Order, acknowledgement, confirmation, correspondence or other document issued by Customer, these Conditions shall prevail to the extent of such conflict or inconsistency, except where AMANO has expressly agreed in writing to the contrary. Any terms and conditions proposed or imposed by Customer that are inconsistent with, or in addition to, these Conditions are hereby expressly rejected unless specifically agreed to in writing by AMANO.

1.3. Each party acknowledges that, in entering into any Contract it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty made or given, or purportedly made or given, by or on behalf of the other party (whether made negligently or innocently) other than as expressly set out in these Conditions and/or the Other Terms, to the extent permitted by applicable law.

1.4. Except for any rights granted to any of AMANO's group companies (its "Affiliates"), which the parties hereby designate as intended third party beneficiaries to any Contract, no person who is not a party to a Contract shall have any rights to enforce any term of it.

1.5. If any provision of these Conditions and/or any Other Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Conditions and/or any Other Terms, as the case may be, shall continue to be valid as to its other provisions and the remainder of the affected provision.

1.6. A Contract may not be modified except by an instrument in writing signed by the duly authorized representatives of both parties.

1.7. Any communication or conduct of Customer which confirms an agreement for the delivery of the Products, as well as acceptance by Customer of any delivery of the product from AMANO shall constitute an acceptance of these Conditions and/or any Other Terms by Customer. AMANO will not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official Purchase Order documents, whether issued in hard copy or issued electronically in accordance with these Conditions.

2. DELIVERY OF PRODUCTS AND PROVISION OF SERVICES

2.1. Unless Incoterms are agreed (in which case delivery shall be in accordance with the agreed Incoterms), Products shall be delivered by AMANO or its nominated carrier, to the location specified in the Purchase Order. All deliveries of Product will be accompanied by a certificate of analysis with Insurance and commercial invoice if required for customs clearance. Electronic versions of the certificate of analysis, Invoice and other forms as required will follow. The quantity of Products specified in the Purchase Order may not be changed without AMANO's prior written consent. Order quantities cannot be cancelled by Customer, in whole or in part, without AMANO's prior written consent. No order may be changed, rescheduled or reconfigured by Customer without AMANO's prior written authorization.

2.2. The delivery date is an estimated date of shipment using the means specified in the Purchase Order confirmation. AMANO shall use commercially reasonable efforts to deliver all Products ordered by Customer by Customer's requested delivery date. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will AMANO be liable for any direct, indirect, consequential or economic loss due to delay in delivery, without prejudice to Section 10 (Force Majeure).

2.3. AMANO may deliver the Products in instalments. Any delay or defect in an instalment shall not entitle Customer to cancel any other instalment.

2.4. If Customer fails to accept delivery of Products AMANO shall store those Products pending delivery, and Customer shall pay all reasonable storage charges incurred by AMANO in doing so.

3. PASSING OF TITLE AND RISK IN PRODUCTS

3.1. Unless Incoterms are agreed (in which case risk shall pass to Customer in accordance with the agreed Incoterms), risk in the Products shall pass to Customer on completion of dispatch. The title to the Products shall pass to Customer once AMANO has received payment in full and cleared funds for Products. Until title to Products has passed to Customer, Customer shall: (a) hold the Products as custodian for AMANO; (b) store the Products separately from other goods and in a manner that makes them readily identifiable as AMANO's property; (c) keep the Products properly stored, protected and insured for their full replacement value; (d) not pledge, charge, encumber or otherwise create any security interest over the Products; (e) notify AMANO immediately if any third party attempts to seize, attach or assert any right over the Products; and (f) upon AMANO's request following any payment default, return the Products to AMANO or permit AMANO, to the extent permitted by applicable law, to recover possession of them.

3.2. Customer shall inspect the Products as to quantity and, as far as reasonably possible, to ensure conformity with the specifications promptly after delivery of the Products at their destination, and within five (5) working days after such delivery shall notify AMANO in writing of any shortage of, or visually detectable non-conformity in, the Products, accompanied by satisfactory evidence. Unless any such notice is received by Customer during said period, Customer shall be deemed to have accepted the Products and to have waived all claims for any shortage of or visually detectable non-conformity in the Products delivered which should reasonably have been discovered during Customer's inspection.

3.3. In the event that any such claim is accepted by AMANO, AMANO shall at its option, in full settlement of such claim, do one of the following, which shall be the sole and exclusive remedies available to Customer:

(a) replace non-conforming Products or non-conforming parts or components of Products, or

(b) replenish the shortage, in the case of shortage, or

(c) refund the purchase price of the non-conforming Products which Customer received.

In case of replacement or replenishment, delivery shall be made to Customer in the same manner as stipulated herein. In case of

refund, AMANO shall reimburse such amount to Customer in a manner which AMANO may decide, including set-off.

4. PRICE AND PAYMENT TERMS

4.1. The price (which shall be a firm fixed price) for the Products shall be the price set out in the Purchase Order. The price is exclusive of VAT. Any proposed changes in the price for any reason shall be communicated in writing to Customer. Customer shall pay any applicable VAT on receipt of a valid VAT invoice.
4.2. Customer agrees to pay AMANO in accordance with the terms and conditions stipulated in relevant invoice issued by AMANO.
4.3. AMANO will issue all invoices electronically under these Conditions and AMANO will use reasonable efforts to send invoices to Customer as soon as practicable.
4.4. Time of payment is of the essence. Any monies owing for any bona fide invoice not paid by the due date shall be subject to an interest charge of 5% per annum. Customer agrees to pay all costs and expenses, reasonable legal fees and court and other costs incurred by AMANO in the collection of any sum payable by Customer to AMANO.
4.5. AMANO may set and vary credit limits from time to time and withhold all further supplies if Customer exceeds such credit limit.

5. LIMITATION OF DISCLAIMER AND WARRANTIES

5.1. AMANO represents and warrants to Customer that the Products delivered shall meet the specifications stated in AMANO's quote or its Purchase Order confirmation for the period which is specified in the document regarding quality of Products, or if no such period is specified, ninety (90) days from the date of delivery ("Warranty Period"). In all other respects, AMANO makes no representations, provides no indemnities (intellectual property or otherwise) and disclaims any and all warranties, express or implied, including without limitation, warranties of merchantability, warranties of fitness for particular purpose and/or non-infringement of any third party intellectual property rights resulting from any use of Products. In the event that Customer finds that any of the Products delivered by AMANO to Customer does not meet the specifications at the time of delivery or any time thereafter during the Warranty Period, Customer shall promptly give written notice to AMANO of such fact with satisfactory evidence and, upon AMANO's confirmation that the Product does not meet the specifications, AMANO shall either replace that Product at AMANO's cost at the earliest time reasonably possible or refund the price of the affected Product at the earliest possible time, which shall be Customer's sole and exclusive remedy. All other warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by applicable law.
5.2. Notwithstanding anything to the contrary herein, AMANO shall have no liability and makes no warranty whatsoever with respect to any Product that has been subject to (a) misuse, abuse, neglect, or improper handling by Customer or any third party; (b) use in a manner not in accordance with AMANO's instructions, specifications, or guidelines; (c) alteration, modification, or tampering by anyone other than AMANO; (d) storage or transportation under conditions not in accordance with AMANO's recommendations; or (e) combination with other materials, products, or substances not approved or recommended by AMANO. Customer shall be solely responsible for any damage, loss, or injury arising from or relating to any of the foregoing.

6. LIMITATION OF LIABILITY

6.1. Under no circumstances and in no event shall AMANO be liable for any special, incidental, indirect or consequential damages or lost profits incurred by Customer regardless of whether AMANO has received notice of the potential for such damages. Customer assumes all liability for the use and handling of the Products including injury to third parties. Notwithstanding this, any liability to AMANO shall be limited to the invoiced value of the Product actually purchased by Customer giving rise to the claim under a Contract. Any action against AMANO must be brought within six (6) months after the cause of the action accrues. These disclaimers and limitations of liability regardless of the form of action will further extend to AMANO's employees, agents and representatives as third party beneficiaries.
6.2. In the event that any person, not a party to a Contract, shall make a claim or file any lawsuit against AMANO, its employees, agents, representatives, or assigns, for any reason whatsoever as a result of or in connection with Customer's breach of any obligations under a Contract, Customer agrees to indemnify, defend, and hold harmless AMANO from and against any and all claims, lawsuits, liability, expense, and loss.
6.3. Notwithstanding any other provision of any Contract, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.

7. QUALITY AND USE OF PRODUCTS

7.1. Without prejudice to Section 6.1, the Products will be supplied with adequate safety instructions as to use and use-by date and will be of satisfactory quality.
7.2. Customer shall ensure that the Products will be used with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the finished products.
7.3. Customer agrees to use, store and dispose of the Products sold by AMANO in accordance with AMANO's recommendations and in accordance with all applicable laws, rules, and regulations governing their specific applications. Customer assumes all of the risk for its use and disposal of the Product and agrees that AMANO shall have no liability whatsoever with respect to Customer's use or disposal thereof.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. In addition to any other indemnification herein, Customer will indemnify, defend, and hold AMANO harmless against any expense, judgment, or loss for infringement or misuse of any copyrights, patents, confidential information, know-how, trademarks, design rights and all other intellectual property rights and similar rights wherever subsisting ("Intellectual Property Rights") of a third party resulting from Customer's use of the Product(s) or AMANO's compliance with Customer's specifications or instructions.
8.2. Customer shall, at its expense, give AMANO all reasonable assistance to defend any and all claims or legal proceedings arising from infringements or alleged infringements of AMANO's Intellectual Property Rights in connection with the Products provided that AMANO has the sole authority to defend or settle any legal proceedings.
8.3. Customer agrees and acknowledges that AMANO has Intellectual Property Rights in the Products and any materials, knowledge, methodology it makes available to the Customer. The Customer shall not use AMANO's Intellectual Property Rights, or its confidential or proprietary information, except in accordance with the agreement, and will not disclose it to any third party except as necessary, and only as required, to further the manufacturing of Customer's products or performance of services by AMANO.
8.4. AMANO retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, tools, data, the specification, patterns and/or designs provided by AMANO to Customer, and they shall all be returned at any time in good condition to AMANO.
8.5. Customer shall not, and shall not permit any third party to, reverse engineer, decompile, analyze, disassemble, modify, copy, reproduce or attempt to derive the composition, formulation, manufacturing process, source, structure or underlying know-how of any Product, sample, material or technical information supplied by AMANO, except to the extent expressly required by applicable law and not capable of exclusion by contract.
8.6. Customer shall not remove, obscure, alter, repackage, relabel or make any use of AMANO's name, trademarks, trade names, logos, product names or other identifiers without AMANO's prior written consent.

9. CONFIDENTIALITY AND PUBLICITY

9.1. Each party shall, and shall procure that its employees and sub-contractors shall, keep confidential all information of a commercial or technical nature disclosed to it by or on behalf of the other for the purpose of the Contract, and shall not disclose such information to any third party without the disclosing party's prior written consent. The obligations under this Section 9.1 shall continue for a period of five (5) years from disclosure; provided, however, that with respect to trade secrets, such obligations shall continue for so long as such information remains a trade secret under applicable law.
9.2. Section 9.1 shall not apply to any information which: was in the public domain at the date of the relevant Contract; enters the public domain other than through the fault of the recipient; is independently developed by the recipient; or is required to be disclosed by law or a regulatory authority.

10. FORCE MAJEURE

10.1. Neither party shall be liable for, nor be deemed to be in default under any Contract, on account of any delay in completion or the performance of any other act under that Contract due to circumstances which could not have been contemplated by the parties and which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming shall notify the other as soon as possible specifying the cause and probable duration of the delay and shall minimize the effects of such delay or non-performance. For the avoidance of doubt, Force Majeure shall not relieve Customer of any obligation to make payment for Products delivered or services rendered under any Contract, except where payment transfer is rendered impossible due to a Force Majeure event.
10.2. In the event of Force Majeure arising, AMANO may by notice in writing to Customer, cancel any deliveries of Products (and the applicable Purchase Orders or parts thereof) which in AMANO's opinion cannot be made within a reasonable time after the due date without incurring any liability on the part of AMANO.

11. HAZARDS

11.1. Customer shall, and shall ensure that its staff and those of any sub-contractor shall, when working on any site in connection with the Products or any Contract, comply with all relevant environmental, occupational health and safety legislation.
11.2. AMANO shall provide applicable hazard information such as material safety data sheets and shall inform Customer of guidance (statutory or otherwise) which AMANO knows or believes to be associated with the Products.
11.3. Customer shall indemnify AMANO and its Affiliates, and keep them indemnified, on demand from and against all losses incurred or suffered as a result of or in connection with any third party claim arising from Customer's or Customer's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.

12. ANTI CORRUPTION

12.1. Unless otherwise required or prohibited by law, Customer warrants that in relation to the supply of Products under these Conditions it complies with the anti-bribery requirements set out in accordance with the Organic Act on Counter Corruption, B.E. 2561 (2018) and all other applicable Thai laws.
12.2. Each party shall comply with all applicable anti-bribery and anti-corruption laws including the Organic Act on Counter Corruption, B.E. 2561 (2018), and shall implement and maintain adequate procedures to ensure that no bribes are made or received directly or indirectly on its behalf.
12.3. Each party shall comply with the Anti-Trafficking in Persons Act, B.E. 2551 (2008), the Labor Protection Act, B.E. 2541 (1998), and all other applicable Thai laws relating to labor standards and human trafficking. Customer shall comply with AMANO's anti-slavery and human trafficking policy in force and notified to Customer from time to time.

13. TERMINATION

13.1. AMANO may terminate any Contract by giving notice in writing if Customer (i) commits a material breach of that Contract which is not remedied within 30 days' notice of AMANO's notice requiring the same to be remedied; (ii) fails to pay any amount due on its due date; or (iii) becomes bankrupt, dissolved, wound up, or makes any arrangement with its creditors or has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or goes into liquidation (whether voluntary or otherwise).
13.2. Without prejudice to any other rights, AMANO may suspend deliveries of Products under any Contract if: (i) Customer fails to pay any amount when due; (ii) Customer exceeds any credit limit set by AMANO; or (iii) AMANO reasonably believes Customer may be unable to pay for Products when due. Any suspension shall not constitute a breach by AMANO.
13.3. Termination or expiry shall not relieve either party from any liability or action accrued prior to such termination or expiry. AMANO may but shall not be required to supply any Products that are currently in production. Customer shall pay for all Products that have been delivered to Customer or that are currently in production and subsequently delivered.
13.4. The following provisions shall survive termination or expiry of any Contract: Sections 3 (to the extent of unpaid Products), 5, 6, 7, 8, 9, 11, 12, and 15, together with any other provisions which by their nature are intended to survive.

14. ASSIGNMENT

14.1. No party may transfer, pledge or otherwise dispose of its rights and obligations under any Contract, whether by contractual arrangement or by any arrangement having the force of law (such as a merger or business acquisition), without the prior written consent of the other party, save that AMANO shall be entitled at any time by notice in writing to Customer to assign the whole or any part of its rights and obligations under any Contract to any Affiliate or to any successor in title to the whole or part of that part of AMANO's business which relates to the Products.

15. GENERAL

15.1. No failure or delay by a party to exercise any right or remedy provided under any Contract or by law shall constitute a waiver of that (or any other) right or remedy and nor shall it preclude or restrict the further exercise of any other right or remedy.
15.2. Any notice given by a party under any Contract shall be in writing and in English, and sent to the relevant party at the address given in the Purchase Order or Purchase Order confirmation, or such other address as that party shall notify in writing.
15.3. No variation of any Contract shall be valid or effective unless it is in writing and is duly signed or executed by, or on behalf of, each party.
15.4. The parties are independent persons and are not partners, principal and agent or employer and employee and a Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. The parties shall not have, nor shall represent that they have, any authority to make any commitments on the other party's behalf. Except as expressly provided for in these Conditions and/or any Other Terms and save for AMANO's Affiliates designated as third party beneficiaries under Section 1.3, no person who is not a party to a Contract shall have any right to enforce any term of it under any applicable law.
15.5. These Conditions and any Contract shall be governed by, and is to be construed in accordance with, the laws of Thailand. The United Nations Convention on Contracts of the International Sale of Goods (CISG) shall not apply.
15.6. Any and all disputes arising from or in connection with these Conditions or any Contract shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement within thirty (30) days, shall be settled by arbitration administered by the Thailand Arbitration Center (THAC) in accordance with its Arbitration Rules. The place of arbitration shall be Bangkok, Thailand. The arbitration shall be conducted in English. The arbitral award shall be final and binding upon the parties.