



STANDARD CONDITIONS OF SALE

These Standard Conditions of Sale apply from June 2013 and may be amended at any time without prior notice.

1 General

These Standard Conditions of Sale shall constitute the sole and exclusive conditions of sale regarding the products (each a "Product", and together, "Products") of the HAIFA GROUP (which for these conditions of sale shall mean Haifa Chemicals Ltd. and/or Haifa Negev Technologies Ltd. and/or any other subsidiary and/or affiliated and/or related Company or other entity belonging to the Haifa Group of companies in Israel or anywhere else worldwide) ("Seller") sold to Buyer, except to the extent expressly varied in writing and as long as the same are not inconsistent with the terms and conditions set forth in a specific supply agreement between the parties. In the event that the provisions of these Standard Conditions of Sale are inconsistent with the terms and conditions of said supply agreement, the stipulations of said supply agreement shall prevail. No change to these conditions shall be valid unless made in writing and signed by Seller. These Standard Conditions of Sale constitute notification of Seller's rejection of any standard terms and conditions referenced by Buyer.

2 Offer and Acceptance

2.1 A purchase order by Buyer shall be subject to written acceptance by Seller. In case Seller's acceptance differs from Buyer's purchase order, such acceptance constitutes a new non-binding offer of Seller. Buyer's purchase order duly accepted by Seller shall be hereinafter referred to as an "Order".

2.2 Orders that the delivery lead time exceeds (28) days from due acceptance of Buyer's purchase order by Seller, will entitle Seller, at its sole discretion, to modify the price, quantity and terms of payment related to such Order or to cancel any such Order.

2.3 Buyer is entitled to withdraw its Order by giving written notice to Seller within five (5) days after notification of the price increase, provided that such Order has not yet been dispatched.

3 Cancellation

3.1 Orders may not be cancelled or varied by Buyer without Seller's written consent and may entail, as a condition to such consent, the reimbursement to Seller of costs incurred in performing such Order. If Buyer purports to cancel or vary an Order without Seller's consent or refuses to accept delivery of Products previously ordered, then, without prejudice to any other rights or remedies that Seller may have, Seller shall be entitled to charge Buyer any costs and fees incurred by Seller in respect of all Products ordered, supplied or manufactured for execution of such Order, as well as a cancellation fee equal to five percent (5%) of the market value of the Products under the Order so cancelled. In these circumstances, Seller shall be entitled to store the Products, at Buyer's cost, and to dispose the Products to any third party on such terms as Seller may see fit. All costs and expenses incurred in such disposal shall be reimbursed by Buyer to Seller upon Seller's first demand.

3.2 Without derogating from any other rights or remedies available to Seller, Seller shall be entitled to cancel an Order and suspend all future deliveries in the event of filing by or against Buyer of any petition in liquidation or insolvency, or any petition for relief under the provisions of applicable law for the relief of debtors; or the appointment of a special manager, temporary liquidator, temporary receiver or trustee to take possession of any material assets of Buyer; or the placement of attachment on any of the material assets of Buyer which is not discharged within seven (7) days; or the adoption of a resolution by Buyer to voluntarily liquidate; or Buyer stops payment or ceases or threatens to carry on its business or to pay its debts as they fall due.

4 Prices and Payment Terms

4.1 Prices and payment terms, including INCOTERMS, are as stated on the reverse side of the invoice and/or delivery note accompanying the Products purchased by Buyer.

4.2 Unless otherwise stated on the reverse side of the invoice and/or delivery note accompanying the Products, payment shall be due in full [thirty (30)] days after the invoice date, in the currency stated on the invoice. Time of payment is of the essence.

4.3 Regardless of the place of delivery of Products or documents, the place of payment shall be Seller's place of business.

4.4 If Seller's prices or Seller's terms of payments are generally altered between the date of Order and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, other than through government measures, Buyer is entitled to withdraw from its Order by giving written notice to Seller within five (5) days after notification of the price increase to extent such Order has not yet been dispatched.

4.5 Seller reserves the right to decline delivery of Products or to accept payment, except if payment is made by wire transfer in immediately available funds to Seller's designated bank account or against irrevocable confirmed letter of credit, provided that in the event of payment by letter of credit, confirmation by an Israeli clearing bank is required. Such declination shall not give rise to any cause of action against Seller.

4.6 Buyer undertakes to settle its payment obligations to Seller by their due date in accordance with the terms and conditions of this Clause 4. Failure to pay the price by the due date shall constitute a material breach of Buyer's contractual obligations. In the event of a default in payment and unless otherwise agreed upon between the parties, Seller is entitled to charge default interest on all amounts due and outstanding from Buyer, commencing from their due date and until actually paid at an annual rate of interest of fifteen percent (15%). All amounts due and outstanding from Buyer and the interest accrued thereon shall be linked to the increase in the official exchange rate of the US\$ published by [the Bank of England] from the rate last known at the due date to the last known rate on the date of payment.

5 Delivery; Shipping Dates; Packaging

5.1 Delivery shall be effected as determined by Seller in its written acceptance of Buyer's purchase order. International shipping trade terms (such as CIF and FOB) shall be a specified on the invoice issued to Buyer or the delivery note attached to the shipped Products, and these terms shall be interpreted in accordance with the INCOTERMS in force on the date the Order is concluded, except to the extent inconsistent herewith. In case that non INCOTERM trade terms are established, Ex-works (EXW) would be regarded as applying to Seller's responsibility to said purchase order.

5.2 Seller shall not be obligated to dispatch any Products ordered by Buyer, unless Buyer has obtained all applicable government and other approvals. It is explicitly mentioned that Buyer is solely responsible to obtain all licenses, authorizations and other approvals as are required in accordance with the national regulations in the destination country. Seller must be instructed in writing by the Buyer in case any such documents are required to be issued by the Seller.

5.3 Unless specifically agreed otherwise, delivery times are best estimates only and shall not be of the essence. Seller will undertake all reasonable efforts to deliver the Products by the estimated delivery time. Seller reserves the right to change delivery dates for Products in accordance with available delivery options. Any expected delays in shipments will be notified to Buyer.

5.4 In the event of bulk delivery, Seller shall use its best efforts to deliver to Buyer the exact amount of Products ordered. Notwithstanding the foregoing, Buyer shall be obligated to accept the delivery of an amount of Products varying by not more than five percent (5%) from the amount under the applicable purchase Order, and the invoice amount for such Order shall be adjusted accordingly, except where such adjustment may be impracticable in the event of an overseas Order.

5.5 Buyer shall solely bear all responsibility for proper unloading of Products from containers or delivery trucks or any other means of transportation used for the delivery of Products, in order to avoid damage to Products upon delivery.

6 Product Quality; Inspection of Products

6.1 Unless otherwise agreed, the quality of the Products is determined by Seller's Product specifications, which can be found on Seller's website at www.haifa-group.com

6.2 Buyer undertakes to examine Products for defects and shortages upon receipt. Claims regarding received Products must be made in writing before Products are used and must be received by Seller within ten (10) days of receipt of Products by Buyer. Such notification must describe the nature and extent of the alleged defects in detail. Seller must be given reasonable opportunity to investigate such claims. Any defect of Products which would have been

observable on reasonable inspection by Buyer and which was not notified to Seller in writing within ten (10) days of receipt of the relevant Products, is hereby waived, and Buyer shall have no right to bring any claims or suits against Seller with regard to such claims, nor shall Buyer be entitled to terminate its agreement with Seller or revoke its Order or acceptance regarding the Products based on such defect.

7 Suitability; Compliance with Legal Requirements; Warranties

7.1 Buyer shall be solely responsible for determining and ensuring the suitability and fitness of Seller's Products for the purposes for which Buyer requires them and the circumstances in which they will be used. Any advice or information

rendered by Seller with respect to suitability and applications of the Products shall not relieve Buyer from undertaking its own investigations and tests.

7.2 Subject to Clause 7.8 below, if at any time following delivery of Products, Buyer claims that a Product is defective, and provided that such defect did not trigger the notification obligation set forth in Clause 6.2 above, Buyer shall give written notice of such alleged defect (including reasonable details with regard thereto) within ten (10) days upon its discovery. Failure of Buyer to provide such notice, or to pay the entire purchase price when due, shall constitute a waiver by Buyer of all rights with regard to such claims, including the right to terminate its agreement with Seller or revoke its Order.

7.3 Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the Products.

7.4 Seller accepts no liability for any misuse or unreasonable use of the Products, or Buyer's failure to carry out its statutory or contractual obligations. Seller shall not be responsible for any defect or failure of a Product, or any damages whatsoever caused by a Product, which has been modified by any person.

7.5 In the event that Products are defective and notification of such defect has been duly made, Seller's only obligation shall be, at its sole discretion, to either supply Buyer with non-defective replacement Product, or to issue a credit with regard to such Product. Products returned to Seller and replaced shall become the property of Seller.

7.6 Except as expressly provided in Clause 7.5 hereof, Seller shall have no further liability to Buyer in contract, tort or otherwise arising out of the supply of the Products. Seller's maximum liability is limited to the purchase price of the Product which gives rise to the claim. Under no circumstances shall Seller be liable (whether in contract, tort or otherwise) for any loss of profit (whether direct or indirect) or for any indirect, contingent, special or consequential loss, damage or injury to Buyer.

7.7 THIS CONDITION IS IN SUBSTITUTION FOR AND (TO THE EXTENT PERMITTED BY ENGLISH LAW) EXCLUDES ALL OTHER CONDITIONS, WARRANTIES AND TERMS AS TO SATISFACTORY QUALITY AND FITNESS, WHETHER EXPRESS OR IMPLIED, AND WHETHER PROVIDED BY STATUTE, COMMON LAW OR OTHERWISE.

7.8 Notwithstanding the provisions of Clause 7.2, no suit or legal proceeding arising under these Standard Conditions of Sale shall be maintainable against Seller unless commenced or made by Buyer within one (1) year after completion of discharge or failure to deliver Products hereunder.

7.9 Seller shall not be liable to Buyer for any third party claims brought against Buyer. Buyer hereby undertakes to indemnify Seller against any claim brought by a third party against Seller relating to the Products.

7.10 Nothing in these Standard Conditions of Sale shall be deemed to exclude or limit Seller's liability for fraudulent misrepresentation or for death or personal injury caused by Seller's negligence.

8 Set off

Buyer may not set-off any obligation owed to it by Seller against any obligation it owes to Seller under these Standard Conditions of Sale. Seller may set-off any obligation owed to it by Buyer under these Standard Conditions of Sale against any obligation (whether or not due and payable) owed by Seller to Buyer, regardless of the place of payment or currency of either obligation, upon giving Buyer a written notice to this effect.

9 Security

9.1 Without derogating from any other remedies that may be available to it, Seller shall be entitled to withhold shipment of Products to Buyer under a contract for future shipments in the event that as of the proposed shipment date, Buyer has any due and unpaid obligations to Seller.

9.2 Without derogating from the foregoing, if in Seller's reasonable judgment Buyer's credit becomes impaired, Seller may, at its sole option, revoke credit periods, suspend future deliveries, make further deliveries dependent on advance payment and/or request Buyer to provide it with reasonable guarantees and/or security.

10 Title and Insurance

10.1 The Products shall remain the property of Seller until the purchase price for such Products has been paid

in full. The parties hereto agree that in any event of breach of the payment obligations, Seller will be entitled to access to the location where the Products are situated and reclaim possession of any such Products and all without needing Buyer's acceptance and/or judicial authorization of any kind. Without derogating from the above, the acceptance of these Standard Conditions by Buyer shall be considered as a specific authorization of Buyer for this purpose.

10.2 At any time before title has passed to Buyer, Seller may reclaim the Products, regardless of whether or not the underlying contract has been terminated. Furthermore until the purchase price for any delivered Products has been paid in full, Buyer is prohibited from taking possession of such Products, and if the Products are sold to any third party or incorporated or transformed into any other product due to services rendered by Buyer to any third party, Seller will be entitled to claim any pending payment before such third party takes possession of said delivered Products. Without derogating from the above, the acceptance of these Standard Conditions by Buyer shall be considered as a specific authorization of Buyer for this purpose.

11 Arbitration

Any dispute arising out of or in connection with these Standard Conditions of Sale, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London England. The language to be used in the arbitral proceedings shall be English. Except as provided herein, the governing law of the contract shall be the substantive law of England (excluding its conflicts of law provisions and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980).

12 Force Majeure

In no event shall Seller be responsible or liable for any loss caused by (but not limited to) explosions, fires, riots, sabotage, war, expropriation or nationalization, acts of God, storm, disasters, laws and regulations of country of Buyer and/or Seller, strikes of port workers or vessel crew members, or any other cause beyond Seller's control

("Force Majeure"). Seller will inform Buyer of the occurrence of a Force Majeure event as soon as reasonably possible after becoming aware thereof, specifying the period for which such Force Majeure event is expected to continue. In such event, Seller shall be entitled to defer the shipment date, or, depending on the nature of the Force Majeure event, cancel Buyer's Order; provided that Seller will use its reasonable endeavors to remove or overcome such Force Majeure as quickly as possible, and will use its reasonable endeavors to mitigate the impact of such Force Majeure on Buyer.

13 Intellectual Property Rights

No license or right under any patent, copyright, trademark, trade-name, logo or any other intellectual property right, is either granted or implied to Buyer under these Standard Conditions of Sale.

14 Separate Provisions

Each of these conditions is to be construed as a separate provision surviving and applying even if one or more of the others is held void and unenforceable.

15 Waiver

Any waiver by Seller of any breach or default by Buyer of any of Buyer's obligations under these Standard Conditions of Sale, shall not be construed as a waiver of any other breach or default by Buyer or of Seller's right to enforce its rights in any other circumstances.

16 Communication

All notices, demands, claims, and other communications from one party to the other will be in writing and sent to such party's registered office. Any such communication shall be dated and shall be deemed to have been duly given (i) on the date of actual delivery, if delivered personally or by facsimile (with receipt confirmed), (ii) on the following business day, if delivered by a recognized overnight courier service, or (iii) seven (7) days after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid.

17 These Standard Conditions of Sale or any contract to which they apply shall in no event be construed to confer any rights to third parties.

HAIFA GROUP (the "Seller") manufactures food additives for the food industry. Below are the declarations and commitments undertaken by any entity buying a food additive (the "Buyer"), whether for direct use or for transfer/sale to another, with regard to the product's care from the moment of receipt from the Seller's site, including the product's uses, manner of storage, transportation, shipping and handling.

COMPLIANCE WITH REQUIREMENTS OF ANY APPLICABLE LAW

1. The Buyer declares and warrants that he possess all licenses and permits issued by government authority that are required for his activity, including any activity requiring a manufacturing license and/or good manufacturing practice (GMP) license and/or corresponding licensing required by a competent authority in the country of destination, including use of a product(s) as raw material(s) for manufacturing and/or their repackaging and/or marking and labeling. Such activities and others shall only be performed at a properly licensed facility.

2. The Buyer shall regularly certify that all of his permits, licenses and authorizations are valid and that said licenses and permits will remain valid so long as needed and so long as legal exposure exists in respect thereof.

3. Any storage, transportation, distribution and manufacturing activity that includes use of the Seller's products shall be performed in accordance with the requirements of any applicable law and in such manner that will not harm the product's quality and safety in accordance with the product specification.

4. Labels of products that include ingredients manufactured by the Seller shall list all that is required under product legislation in the country of origin or in the country of destination if they are intended for export, including stating the manufacturer's name and the manufacturing site on the product label. Any document related to the product's quality and/or safety shall be the Buyer's only.

5. In case of repackaging by the Buyer, no use shall be made of the logo or another trademark of the Seller.

6. The Buyer declares that all of the Seller's products to be supplied to others shall be in accordance with any required regulation, current and future, including standard practice, and shall satisfy the requirements of any applicable law, specification or germane standard of the relevant country of destination.

7. Without prejudicing its liability pursuant to any law (including under the Liability for Defective Products Law, 5740-1980, and any law applicable to the labeling of products, merchandise, goods and their packaging, including any consumer protection laws) or agreement, the Buyer shall be solely liable for any loss and/or injury and/or damage incurred by any person and/or any entity whatsoever due to a defect and/or malfunction of any kind in the products, arising from repackaging and/or other activity related to the manufacturing and/or storage and/or shipping and/or conveyance and/or mistreatment and/or marketing and sale of the products by the Buyer.

RESPONSIBLE USE OF PRODUCT

8. Any use and/or activity related to the Seller's product(s) shall be performed in accordance with any applicable law and only in accordance with the requirements and instructions that appear in the specification(s) of the product(s).

9. The Buyer is responsible for ensuring that its use of the product(s) is consistent with the regulation applying to the product in the country of origin and/or the countries of destination, especially with respect to the dosage used.

10. The Buyer shall not use the Seller's products beyond their expiration date as stated by the Seller and shall not approve extension of the expiration date of any of the Seller's products for any other entity, unless prior written approval is received from the Seller that permits doing so before the product expires.

11. The Buyer shall not alter labeling required under any law and placed on the Seller's products, including hiding, removing, adding thereto and/or erasing, unless such alteration is made under the law and to the extent necessary while receiving approval from the competent authority and updating the Seller on the alteration.

12. The Buyer shall be liable for any damage/defect caused, directly or indirectly, as a result of the Buyer's treatment of the product and/or the manufacturing acts it performed with or on the product, including improper storage, transportation, repackaging, labeling, product dilution and so on. The Buyer shall be solely responsible for the storage, transportation and supply of the products until their delivery to their destination.

13. The Buyer shall maintain full and documented tracking for the Seller's product(s) from the moment of their

receipt from the Seller until its/their sale, all in a period of no less than one year from the end of the product shelf life or longer, in accordance with the requirement of the country of destination, in a manner that it will enable efficient tracking and location of the product(s) on requirement.

14. Should the Seller's product(s) be recalled at the Buyer's site, the product(s) will be handled in coordination with the Seller. In any case, the product shall be destroyed according to any applicable law in such a way that improper use of the product(s) is undoubtedly prevented.

15. The Buyer declares that he possesses the knowledge, experience, skills, finances and operating capability as well as all other means required to fulfill all of its commitments in this agreement.

PROHIBITION ON USE OF SELLER'S DOCUMENTS

16. The Buyer shall not provide any other entity documents produced by the Seller, including specifications, analysis certificates, declarations (including allergen declarations) and/or other documents that attest to the quality and/or safety of the product(s), in relation to the product(s) having undergone additional manufacturing process by the Buyer, including repackaging or any other activity excluding storage, without receiving prior written approval from the Seller, even if the document was provided by the Seller.

17. The Seller's documents, in whole or in part, shall not be published on a website or any other media of the Buyer before receiving prior written approval from a competent official of the Seller.

COMMUNICATION WITH SELLER

18. The Buyer is obliged to supply any information required by the Seller in relation to a complaint about the Seller's product and/or a concern of a safety incident with the Seller's product. The information sent shall include, inter alia, information on the manner of the Buyer's storage and conveyance of the Seller's products and/or the use of the products by the Buyer and/or any other entity and/or any other information that the Seller believes to be pertinent, all at the Seller's sole discretion in this regard.

19. The Buyer shall immediately inform the Seller of any approach made by or complaint received from another entity following use of the Seller's products regarding a deficiency in the product quality and/or safety.

20. The Buyer shall immediately notify the Seller whenever a concern of deficiency in the safety of the product(s) arises, especially where this may entail discontinuing the product's use and/or marketing and/or its urgent recall. The Seller shall be notified immediately whenever a claim and/or demand of such kind is raised by a competent local authority and/or an authority abroad.

21. Should the Seller decide on the need for an urgent recall of the product from marketing channels, for any reason whatsoever, the Buyer warrants to fully cooperate in order to ensure the product's removal from marketing channels in the shortest possible period of time. Within this framework: (a) The Buyer warrants to supply the Seller all information required in order to ensure the product's return or removal from marketing channels as quickly as possible; (b) The Buyer shall act in accordance to the Seller's instructions and shall provide information to its customers to whom, according to the existing tracking documentation, the Seller's products were sent and/or products containing ingredients produced by the Seller, with respect to which an urgent recall was initiated.

22. The Buyer shall not provide any information about the Seller's products without obtaining prior written approval from the Seller. If the Buyer is required to deliver information about the Seller's products following a request from a competent authority under the law, the Buyer shall immediately notify the Seller in this regard.

23. As stated in section 1 in the Standard Conditions of Sale of this Agreement, non-acceptance of the Sale Agreement in its entirety signifies non-existence of the sale transaction, since the Seller cannot supply the product and/or service requested unless subject to the conditions set forth in this Sale Agreement.

TRANSACTION COMPLETION SIGNIFIES YOUR ACCEPTANCE OF ALL TERMS AND REQUIREMENTS IN THIS SALE AGREEMENT IN THEIR ENTIRETY.

