

GENERAL CONDITIONS OF SALE OF PB LEINER USA CORP.

These General Conditions of Sale ("Terms") apply to any sale of goods ("Goods") by PB Leiner USA Corp. ("Seller"). The sale of the Goods is also subject to the terms and conditions of any additional written Purchase Agreement ("Agreement"), if any, between Buyer and Seller which is signed by Seller. The Terms form a binding contract between Buyer and Seller. If there is any conflict between the Terms and the Agreement, the terms of the Agreement shall govern. The parties agree as follows:

1.- Payment

Buyer shall make payment of the purchase price for the Goods in full to Seller in U.S. dollars within thirty (30) days from the date of shipment of the Goods to the Buyer. Seller reserves the right at any time, even after partial shipment or partial payment on account of the Goods, to require the Buyer to provide satisfactory security for the due payment of the purchase price for the Goods. Failure to provide such security will entitle Seller to defer any further shipments until such security is provided or to cancel the order or Seller's obligations for as much of it as remains unperformed.

2.-Credit

All orders are subject to the approval of Seller's credit department, and Seller may at any time reject an order or refuse to make shipments or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security satisfactory to Seller's credit department. In the event that Buyer's credit worthiness or ability to pay is or may be impaired, in the reasonable opinion of Seller, or Seller is unable to obtain adequate third-party credit insurance to cover the total outstanding amount due by Buyer to the Seller, at terms commonly used by Seller in the ordinary course of its business, Buyer shall upon Seller's request provide security for payment in the form requested by and satisfactory to Seller at Buyer's expense and Seller in addition to any other remedies shall have the right without further notice to postpone or withhold supply of Product to Buyer until such security is provided. If no such security is provided within a period of maximum 15 business days, Seller is entitled to terminate the contract.

3.-Default

If the Buyer fails to make payment in full for the Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of and default on the contract by the Buyer, permitting Seller to suspend production, shipment, or delivery under this or any other contract between the Buyer and Seller. Additionally, upon such default, Buyer shall be charged interest on any unpaid amount due at the maximum rate permitted by law or one and one half percent per month, whichever is less. Seller shall have, in addition, all other remedies permitted to Seller by law, equity, or the Agreement. If Seller takes legal action to collect any amount due, the Buyer shall pay all court costs plus reasonable attorney fees incurred by Seller in bringing such legal action, except as expressly disallowed by law.

4.-Warranty and Disclaimer

Seller warrants that the Goods furnished to the Buyer will comply with all applicable governmental regulations. THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND TERMS AS TO THE QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, CONDITIONS, AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER.

5.-Notice of Alleged Defects; Use of Goods; Exclusive Remedies

The Buyer shall immediately examine any Goods upon receipt. Any complaint about apparent defects must be delivered to Seller in writing no later than eight working days after delivery of the Goods and complaints for hidden defects must be delivered to Seller in writing no later than eight working days after discovery of such hidden defect. The use, even of a part of the delivery, shall be considered as the acceptance thereof, and shall waive any claim for defects. Complaints for apparent and/or hidden defects can only be made before processing or mixing the Goods, unless the Buyer can demonstrate that a hidden defect could not have been detected before processing or mixing the Goods. Any claim made later than these time limits shall have no effect and shall entitle Buyer to no remedy. In all cases of complaint, the Buyer must take all necessary measures to allow Seller to examine the Goods promptly at the location of the Goods.

If any Goods furnished by Seller fail to conform to the warranty in Section 4, Seller shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to the Buyer. The Buyer shall not return any such non-conforming Goods to Seller or incur any shipping or other charges in respect of such Goods without Seller's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be the Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of Seller with respect to any non-conformance of or defect whatsoever in the Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise.

6.-Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOODS GIVING RISE TO THE BUYER'S CLAIM.

7.-Limitation of Actions

NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE INVOICE OR THE GOODS FURNISHED TO THE BUYER, MAY BE BROUGHT BY THE BUYER OR ANY PARTY CLAIMING THROUGH THE BUYER MORE THAN ONE (1) YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.

8.-Waivers and Modifications

No waiver of any provision of these terms shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of the Terms unless the waiver expressly so states. No revision or modification of the terms and conditions of the Terms shall be binding on Seller unless such revision or modification is expressly accepted in writing by Seller.

9.- Assignment

The Buyer may not assign its rights or obligations under the Terms without the prior written consent of Seller. Seller may assign any of its rights under the Terms to a third party, including, without limitation, any right to receive payment for the Goods sold to the Buyer and any security for such payment.

10.-Governing Law, Venue and Jury Trial

The laws of the State of Iowa shall apply to and govern the interpretation of the Terms, excluding Iowa law with respect to conflicts of law. Seller and the Buyer agree that court proceedings which may be brought by either party against the other party under or by virtue of the Terms or otherwise in respect of the Goods furnished to the Buyer shall be brought exclusively in the United States District Court for the Southern District of Iowa (Davenport Division) or the Iowa District Court for Scott County, Iowa, and each party hereby covenants and agrees to submit to the exclusive jurisdiction of such court in the event such party is named as a party in any such proceedings. SELLER AND THE BUYER BOTH WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY SUIT OR CLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMS OR THE GOODS. This mutual waiver of the right to a jury trial is being made to avoid the expense of a jury trial and to expedite any litigation which may arise between the parties with respect to the Terms or the Goods.

11.-Force Majeure

Seller reserves the right to cancel, delay, or suspend delivery of the Goods where performance has become impossible, impracticable, or significantly more costly as a result of any cause, whether or not foreseeable, beyond the reasonable control of Seller, and which would constitute an obstacle to the normal course of supply, manufacture or shipment (including but not limited to war, flood, fire, strikes, lockouts, total or partial cessation or operations by administrative decision, import or export restrictions or governmental measures of any kind, shortages of fuel or raw materials, breach by a third party of its obligations towards Seller, price increases by the suppliers of Seller, or any other reason which is not attributable to Seller).

12.-Governing Terms and Conditions

The terms and conditions set forth herein shall, in conjunction with the Agreement and any Credit Application signed by Buyer and any Security Agreement, constitute the sole and exclusive agreement between Seller and the Buyer for the sale of the Goods, and the foregoing documents shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If these Terms are deemed to constitute an acceptance of the Buyer's order or any other offer of the Buyer, then such acceptance is expressly made conditional upon the Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of the Goods. Seller hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by the Buyer to Seller, which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of these Terms, whether such terms or conditions are set forth in the Buyer's purchase order or otherwise.