

S.A. AJINOMOTO OMNICHEM N.V. PURCHASE TERMS AND CONDITIONS FOR RAW MATERIAL (rev.0 dated 05/03/04)

1. PREAMBLE

The "Purchase Terms and Conditions for Raw Material" contained herein shall apply unless modified in the purchase order document or in the contract.

2. DEFINITIONS - ORDER OF PRECEDENCE

The term "Purchase Order" shall mean the purchase order document, the contract between parties (if any) as referenced in the purchase order document, the attachments to the purchase order document and/or the contract (such as the Purchase Terms and Conditions for Raw Material set forth herein, the drawings, the specifications and any other document) and the amendments thereto issued by Buyer to Seller for the purchase of Raw Material hereinafter defined.

The term "Buyer" shall have the meaning of S.A. AJINOMOTO OMNICHEM N.V.. The term "Seller" shall have the meaning of seller as identified in the Purchase Order. The term "Raw Material" shall mean any and all items ordered under the Purchase Order and specified therein. The term "Price" shall mean the price of the Raw Material as specified in the Purchase Order. In case of conflict between the documents forming the Purchase Order, Seller shall inform Buyer of such conflict and the order of precedence in resolving such conflict shall be as follows:

a) the purchase order document including its attachments, b) the contract between parties (if any) as referenced in the purchase order document including its Attachments, c) the Purchase Terms and Conditions for Raw Material, d) the other documents forming the Purchase Order in the precedence as defined in the purchase order document.

3. SPECIFICATIONS, ANALYTICAL METHODS, MANUFACTURING PROCESS, TECHNICAL DOCUMENTATION AND OTHER ITEMS

3.1. Buyer's approval of specifications, analytical methods, manufacturing process, technical documentation and other items shall not relieve Seller of any of its responsibilities under the Purchase Order.

3.2. Buyer shall have the full and free property of and right to use the specifications, analytical methods, manufacturing process, drawings, technical documentation and other items which are provided by Seller to Buyer under the Purchase Order.

4. CHANGES TO SCOPE OF SUPPLY

4.1. Without invalidating the Purchase Order, Buyer shall have at any time the right to make changes in the Raw Material and in the specifications, analytical methods, manufacturing process, drawings, technical documentation and/or any other items, to issue additional instructions or to omit a portion or portions of the Raw Material and Seller shall comply with any such request. Any adjustment in the Price, the delivery time or any other provision resulting from such change, addition or omission shall be agreed upon between Buyer and Seller and documented in a change to the Purchase Order.

4.2. Seller shall ensure that no change in the process or facilities or raw material used to make the Raw Material occur without the prior written approval of Buyer. Seller acknowledges that before giving such prior written approval, Buyer may require Seller to supply Buyer samples of the Raw Material manufactured using the changed process or facilities or raw material in sufficient quantities to enable Buyer to establish the effect of the change.

5. COMPLIANCE WITH LAWS, REGULATIONS AND CODES

5.1. Seller shall not manufacture, sell, price, mark, pack or transport the Raw Material in violation of any applicable law, rule or regulation, including but not limited to EC Regulations and Directives. To the extent that the Purchase Order is in conflict with any such law, lawful order, rule or regulation, Seller will timely notify Buyer of such conflict whereafter Buyer shall take appropriate measures. Seller will defend, indemnify and hold harmless Buyer, Buyer's subcontractor and Buyer's customer from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of Seller's failure to comply with this Article.

5.2. The Raw Material shall conform to all codes, regulations, norms and standards as required by the Purchase Order. Where such codes, regulations, norms and standards require approval of drawings and/or specifications or tests by official or non-official authorities, Seller shall obtain such approvals, shall perform such tests and shall supply any and all certificates and documents that are required to cover said approvals, all at its sole expense. No delay on the part of official authorities in relation to the foregoing will be considered as a case of force majeure.

6. SUBCONTRACTING

6.1. All subcontracting by Seller shall be approved and authorized in writing in advance by Buyer. Seller shall be responsible for the direction and control of the work of all its subcontractors. Seller shall not be relieved of its responsibility for the Raw Material and every part thereof manufactured by its subcontractors.

6.2. Seller shall secure in each subcontract the same rights for Buyer as Buyer has under the Purchase Order.

7. EXPEDITING, INSPECTION AND TESTING

7.1. At the request of Buyer, Seller shall submit to Buyer a detailed schedule for the manufacturing and delivery of the Raw Material. Seller shall give Buyer at least ten (10) working days prior written notification of readiness of the Raw Material or any part thereof for inspection or testing in accordance with the provisions of the Purchase Order.

7.2. Buyer or its nominee shall at all reasonable times and at such times as requested by Buyer have access to any premises where the Raw Material is being manufactured or where it is located, to monitor the progress of any and all work relating to the Raw Material and/or to inspect and/or to test the Raw Material at all stages of manufacture and/or when the Raw Material is ready for delivery.

7.3. Buyer shall at any time be entitled to reject the Raw Material or any part thereof which is found to be nonconforming to the Purchase Order. The Raw Material or any part thereof so rejected shall be immediately replaced or corrected at Seller's expense and shall be resubmitted for inspection.

Buyer's approval of Seller's manufacturing process, analytical methods or other documents as well as inspection or testing by Buyer or his nominee during manufacture of the Raw Material

shall neither be deemed to constitute acceptance in part or in whole of the Raw Material or any part thereof, nor shall it relieve Seller from any of its responsibilities under the Purchase Order, and the present General Terms.

8. PACKING AND MARKING

Seller shall, in accordance with the requirements of carriers, adequately protect, pack and mark the Raw Material for transportation to its final destination and/or for prolonged storage. Each package shall be numbered and labeled with Buyer's Purchase Order number, lot number, shelf life and any other marks stipulated in the Purchase Order. Where appropriate the Raw Material is to be marked with international danger symbols, hazard instructions and emergency instructions. An itemized list of the contents shall be fastened in a waterproof covering on the outside of each package. All costs for such protection, packing and marking are deemed to be included in the Price.

9. AUTHORIZATION FOR SHIPMENT - ACCEPTANCE - DELIVERY TIME AND TERMS - CERTIFICATE OF ANALYSIS - CERTIFICATE OF ORIGIN

9.1. Acceptance of the Raw Material or any part thereof shall occur after delivery in accordance with the Purchase Order, unless rejected by Buyer in writing within 30 days after such. Acceptance of the Raw Material shall not relieve Seller from any of its responsibilities under the Purchase Order, such as its responsibility to meet the warranties set forth in Article 11.

9.2. Buyer has the right to refuse acceptance of the Raw Material or any part thereof if not accompanied by the documents defined in the Purchase Order.

9.3. Quantities of the Raw Material shipped in excess of the quantities specified in the Purchase Order may be returned at Seller's expense.

9.4. Time is of the essence hereof and if the Raw Material or any part thereof is not delivered within the time specified in the Purchase Order, or within a reasonable time for delivery of such Raw Material if no time is specified, Buyer may, without prejudice to Buyer's other rights under the Purchase Order, either (a) refuse to accept such Raw Material and rescind the Purchase Order, or (b) charge Seller for all costs of every character whatsoever that Buyer has incurred and/or will incur as a result of or in any way connected with Seller's failure to meet the agreed upon delivery date(s).

9.5. Seller shall supply for each delivery of Raw Materials free of charge a Certificate of Analysis duly dated and signed by Seller in accordance with the instructions provided in the purchase order document.

9.6. Seller shall supply free of charge such certificates of origin, of materials, components and/or of the Raw Material as specified in the Purchase Order or required by laws and regulations.

10. PRICE - TERMS OF PAYMENT

10.1. The Price is valid for delivery of the Raw Material "Delivered named point of destination, duties and taxes unpaid", unless any other delivery term has been expressly agreed upon in the Purchase Order.

10.2. Except as otherwise provided for under these terms and conditions or under the Purchase Order, the Price is firm and not subject to any escalation or adjustment of any kind (including Seller's failure to consider certain factors that affect the Price).

10.3. Seller will invoice hundred percent (100 %) of the Price after delivery of the Raw Material in accordance with Article 9 herein.

10.4. The invoice shall: a) be rendered as a hard copy separately for each delivery in case partial deliveries are allowed; b) mention the Purchase Order number and c) be submitted in duplicate.

10.5. The invoice will be paid by Buyer within ninety (90) days after the date of receipt by Buyer of a valid and correct invoice. In the event a cash discount is granted the invoice due date will be calculated from the date the invoice is received by Buyer. Buyer will execute payments by whichever method Buyer deems appropriate.

11. WARRANTY

Seller hereby warrants that the Raw Material and the specification thereof shall conform to the Purchase Order. Seller warrants that the standards and operation of its facilities, systems and procedures at all locations associated with the manufacture of the Raw Material shall comply with the appropriate national or international standard and/or Buyer's specifications and that the Raw materials are manufactured and packed only at the premises agreed between Buyer and Seller. Seller warrants that each package of the Raw Material is in good condition and free of external contamination.

If the Raw Material, or any part thereof, fails to meet any or all of the foregoing warranties, then, upon Buyer's request for corrective action, Seller shall, at its sole expense, promptly and within such a time and in such a manner as to minimize production interruption, remove said Raw Material and replace the Raw Material to cause it to meet the foregoing warranties.

12. LIABILITY

Seller is liable for and shall hold harmless and indemnify Buyer and Buyer's customer and their employees and agents, against any and all claims, liabilities, losses, damages and expenses of every character whatsoever, asserted against or incurred by Buyer as a result of or in any way connected with Seller's performance or Seller's failure to perform under the Purchase Order.

13. FORCE MAJEURE

13.1 Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control, but not including strikes limited to Seller's or his subcontractor's manufacturing plant and/or workshop, shortage of labor or delay in delivery of materials to be furnished by Seller, whether or not due to congestion at Seller's plant or elsewhere, or due to default on the part of a subcontractor except due to force majeure on the part of said subcontractor. In the event Seller should be delayed in the delivery of the Raw Material by reason of any such occurrence, the time within which the Raw Material is to be delivered

shall be extended by the period of such delay but no such extension shall be made unless written notice thereof is given by Seller to Buyer within five (5) working days after the commencement of such occurrence. No extra payment shall be made by Buyer to Seller for any expenses over and above those provided in the Purchase Order incurred by Seller by reason of any such delay.

13.2. In the event the performance under the Purchase Order is delayed for more than fifteen (15) days as a result of any contingency referred to in Article 13.1, Buyer shall be entitled to terminate in writing without prior notice to Seller the Purchase Order in whole or in part in accordance with the provisions of Articles 19.3 and 19.4.

14. TITLE TO RAW MATERIAL

Title to Raw Material shall pass to Buyer upon delivery of the Raw Material in accordance with the applicable terms and conditions under the Purchase Order, provided, however, that in the event payment of the Price or any installment thereof is made by Buyer prior to delivery of the Raw Material to Buyer, title to Raw Material as it is manufactured and any portion thereof and all materials intended for the Raw Material as soon as they arrive in Seller's premises, or Seller's subcontractor's premises, or are appropriated to the Raw Material shall pass to Buyer at the moment such payment is made.

Buyer's title to the Raw Material or any part thereof shall neither constitute nor be deemed to constitute acceptance of the Raw Material or any part thereof by Buyer and shall neither limit nor be deemed to limit in any manner whatsoever the rights of Buyer and the obligations of Seller under any other provision of the Purchase Order.

15. LIENS AND ASSOCIATED CHARGES

Seller shall indemnify and save harmless Buyer from and against liens against the Raw Material or any portion thereof. Seller shall promptly advise Buyer of the existence of any such liens and/or charges. If at any time there should be evidence of any such lien or charge, Buyer shall have the right to retain from any payment then due, or thereafter to become due, under the Purchase Order an amount sufficient to discharge such lien or charge. Should there prove to be any such lien or charge after all such payments have been made, Seller shall refund to Buyer all moneys that the latter may be compelled to pay in discharging such lien or charge.

16. SECRECY

As used herein, "Confidential Information" shall mean and encompass any and all information, know-how and data, whether technical or non-technical, which is in any way, heretofore or hereafter, disclosed to Seller by or on behalf of Buyer in the course of, as a result of, or in connection with the Purchase Order, whether or not specifically marked confidential.

Except as otherwise agreed to in writing by Buyer, Seller shall keep confidential and prevent the disclosure to or use by others of Confidential Information, except on a confidential basis to such of its employees, vendors and subcontractors who need such Confidential Information in order to enable Seller to properly execute the Purchase Order and who sign secrecy agreements obligating them at least to the same extent as Seller is obligated under this provision, and Seller shall not use or permit to be used Confidential Information for anyone other than Buyer.

17. PATENTS, TRADEMARKS AND COPYRIGHTS

Seller shall protect and indemnify Buyer and Buyer's customer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent or copyright, by any item of Raw Material (or any part thereof) and/or arising from the use by Buyer or Buyer's customer of the Raw Material, and Seller shall defend and settle at its sole expense any suit or proceeding brought against Buyer or Buyer's customer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. The provisions of this paragraph, however, shall not apply to infringement caused by specifications furnished by Buyer.

18. TERMINATION FOR CONVENIENCE

Buyer may at any time terminate the Purchase Order in whole or in part, whether or not Seller is in default, by giving written notice to Seller and Buyer and Seller shall negotiate an equitable amount to be paid by Buyer to Seller to compensate Seller for the demonstrable actual costs incurred by Seller as a result of Buyer's termination under this provision.

19. TERMINATION FOR DEFAULT

19.1. In the event that (a) Seller should be or become financially insolvent, should make a general assignment for the benefit of creditors, should have any proceeding brought by or against it seeking any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar relief, under the bankruptcy law or under any other applicable governmental or other law or regulation, or should have any proceeding brought seeking the appointment of a receiver or similar officer of the court with respect to Seller's business, and/or (b) Seller disregards laws, ordinances, governmental rules or regulations or instructions from Buyer which are consistent with the Purchase Order as evidenced by written notices from Buyer to Seller, and/or (c) Seller fails to perform or fulfill, at the time and/or in the manner herein provided, any obligation or condition required to be performed or fulfilled by Seller hereunder, including failure to supply the quality desired and failure to keep the specified delivery time, and such failure is not excused under the FORCE MAJEURE provision or is not remedied within fifteen (15) days after Seller's receipt of written notice from Buyer specifying such failure, Buyer shall have the right to terminate or rescind de jure and without summons or prior notice to Seller the Purchase Order in whole or in part, with immediate effect, by written notification given at any time after such events.

19.2. In the event that Buyer has reason to believe that Seller will not be able to perform or fulfill, at the time and/or in the manner herein provided, any obligation or condition required to be performed or fulfilled by Seller hereunder, including failure to supply the quality desired and failure to keep the specified delivery time and such failure is not excused under the FORCE MAJEURE provision and Seller either disagrees with or remains silent about Buyer's contention, Buyer shall have the right to appoint, at its sole option, an independent surveyor to assess whether or not Buyer's contention is correct. In the event Buyer's contention is confirmed in writing by said independent surveyor, then Buyer shall have the right to terminate or rescind de

jure and without summons or prior notice to Seller the Purchase Order in whole or in part, with immediate effect, by written notification given at any time after such event, in which case Seller shall pay the costs and expenses related to the independent surveyor's audit. In the event, the independent surveyor confirms in writing to Buyer, that Seller will be able to meet all his obligations in the manner and within the time as required under the Purchase Order, then the costs and expenses related to the independent surveyor's audit will be borne by Buyer.

19.3 In the event of such termination or rescission Seller shall immediately discontinue all work relating to the Purchase Order or to the part thereof so canceled, and shall at Buyer's option either cancel all outstanding orders for materials or assign any of such orders to Buyer. Seller shall promptly deliver to Buyer all specifications, analytical methods, manufacturing process, certificates and all other documentation relating to the Raw Material or to the part thereof so canceled and shall notwithstanding any lien or any dispute between Buyer and Seller with regard to Seller's default or in consequence thereof of any character whatsoever, allow Buyer, at Buyer's sole option, to take possession of the whole or a part of the Raw Material so canceled and remove it from Seller's or its subcontractor's premises. Buyer shall have the right to complete the Raw Material or the part thereof so canceled by whatever method Buyer may deem expedient.

19.4 Should Buyer elect to exercise its sole option to take possession of the whole or part of the Raw Material pursuant to Article 19.3, Seller and Buyer and Seller shall negotiate an equitable amount to be paid by Buyer to Seller to compensate Seller for the demonstrable actual costs incurred by Seller as a result of Buyer's termination under this provision less any reasonable extra costs incurred by Buyer through Seller's default.

Should Buyer elect not to take possession of the whole or part of the Raw Material then title to the whole or that part of the Raw Material shall revert back to Seller.

19.5. Seller shall furthermore indemnify Buyer against all claims, liabilities, losses, damages and expenses of every character whatsoever incurred by Buyer as a result of Seller's default.

20. APPLICABLE TERMS

If the Purchase Order constitutes an offer, Seller's acceptance of the Purchase Order is hereby expressly subject to the provisions of the Purchase Order and shipment of the Raw Material or any part thereof shall be deemed to constitute such acceptance. If the Purchase Order constitutes an acceptance of an offer such acceptance is expressly made conditional on Seller's assent to the terms of the Purchase Order, and shipment of the Raw Material or any part thereof covered hereunder shall be deemed to constitute such assent.

21. NON-WAIVER

No waiver by either party of any breach by the other party of any of the provisions of the Purchase Order shall be construed as a waiver of any subsequent breach, whether of the same or of any other provisions of the Purchase Order.

22. ENTIRE AGREEMENT

The Purchase Order sets forth the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no other documents nor oral understandings, representations or warranties affecting it. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the provisions of the Purchase Order.

23. AMENDMENTS

No modification or amendment of any of the provisions of the Purchase Order shall be binding upon either party unless made in writing and signed by the duly authorized representatives of the parties hereto.

24. SEVERABILITY

The eventual invalidity of a provision of the Purchase Order shall not affect the validity of the remaining provisions thereof which will be construed when possible in such a way that the purpose of the Purchase Order, as intended by the parties, can be achieved in a lawful manner.

25. PUBLICITY

No information relating to the Raw Material shall be released by Seller, either before or after delivery of the Raw Material, for publication or for advertising purposes without the prior written consent of Buyer.

26. ASSIGNMENT

Seller may not, without prior written consent of the buyer, assign or otherwise transfer to a third party the benefits or obligations resulting from the Purchase Order or in connection therewith, in whole or in part. The Purchase Order shall be binding and shall inure to the benefit of the legal successors of either party hereto.

27. NOTICES

All notices that are required to be given pursuant to the Purchase Order shall be sent by registered mail. A notice shall be deemed to have been given on the date of mailing of the registered letter as shown on the post office receipt. All notices to Buyer shall be sent to the mailing address indicated on the purchase order document.

28. HEADINGS

The subject headings of the Articles are included for purposes of convenience only and shall not affect the construction or the interpretation of any of the provisions hereof.

29. GOVERNING LAW

The Purchase Order shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with the Purchase Order shall in first instance be settled by the courts of Brussels. The application of the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods is excluded.