

GENERAL PURCHASE CONDITIONS OF AGRIFOOD TRADE B.V.

1 General

- 1.1 These Conditions shall apply to all agreements under which we purchase products from the other party to these agreements (“ Agreements”).
- 1.2 The other party to Agreements will hereinafter be referred to as the “ Supplier” .
- 1.3 These Conditions and all Agreements shall be governed by Netherlands law. Any legal action in connection with Agreements shall be brought before the court of competent jurisdiction in Utrecht.

2 Agreements

- 2.1 If there is a conflict between provisions of these Conditions and other written provisions that are part of Agreements, the latter shall prevail.

3 Prices

- 3.1 The Supplier shall express the consideration we have to pay to the Supplier in euros or any other currency agreed on with us.
- 3.2 Unless expressly agreed otherwise, the prices quoted to us by the Supplier shall be deemed to relate to the delivery of the relevant products at the place of our registered office, inclusive of packaging and exclusive of turnover tax (VAT).

4 Delivery: place and time

- 4.1 Unless expressly agreed otherwise, all products purchased by us shall be delivered by the Supplier at the address designated by us.
- 4.2 Agreed times of delivery shall be absolute deadlines.
- 4.3 All terms used in Agreements with regard to the delivery of products shall be construed and defined in accordance with the Incoterms 2000.
- 4.4 If a Supplier has good reasons to believe that he will not be able to deliver within the term laid down in an Agreement, he shall immediately notify us, without prejudice to the provisions of paragraph 4.2 above.
- 4.5 If the Supplier notifies us in accordance with the provision of paragraph 4.4 above, we shall be entitled to terminate the agreement mentioned in that paragraph.

5 Packaging

- 5.1 Products to be delivered to us shall be packaged properly in accordance with the legislation as applicable from time to time in the place where we have our registered office or the place of destination ? in so far as the latter is known to the Supplier ? and otherwise in accordance with their nature and the use that is normally made of them.
- 5.2 The Supplier shall indemnify us for the costs which we have to incur in order to clear away, remove or destroy surplus (and commercially worthless) packaging material on account of government regulations applicable at the place of delivery.

6 Transfer of ownership

- 6.1 All products sold shall unconditionally become our property upon delivery.
- 6.2 The Supplier shall indemnify us for all costs and losses that we may suffer if such products are still encumbered with any charge or right upon delivery, or if a third party claims that it has any right to such products.

7 Inspections in connection with the production of food

7.1 If we purchase products intended for human consumption, we shall at all times during normal working hours and on working days be entitled to visit the places where the Supplier produces or stores such products.

7.2 The Supplier is obliged to grant us, at our first request, inspection of the IFS protocols applied by him and to inform us about the application thereof to products supplied to us.

7.3 The Supplier is obliged to inform us at our first request where the products of the sort purchased by us are produced and stored.

7.4 After and as a result of the inspections referred to in paragraph 1 of this Article, we shall be entitled to give the Supplier instructions which must be observed during production or storage of the purchased products, in so far as such instructions are reasonably required in order to limit our risks when we resell the products.

7.5 Without prejudice to our rights and remedies under the laws applicable in this regard and our Agreements, the Supplier shall be in breach of contract if the Supplier does not follow our reasonable instructions, which shall entitle us to dissolve the Agreements with the Supplier.

8 Product specifications

8.1 If we purchase products which will be delivered to us in parts, we shall at all times be entitled to alter the product specifications we have given with respect thereto.

8.2 With due observance of their intended use, all products to be supplied to us shall comply with the government regulations applying to such products at the place where we have our registered office or ? if delivery is to be made at another place ? with such government regulations as apply at the place of delivery.

8.3 Alterations of the product specifications shall not give the Supplier the right to increase the price, unless the Supplier notifies us in writing within eight (8) days of receipt of the altered product specifications that those specifications inevitably lead to higher prices, stating the reasons for the price increase.

8.4 After receipt of a notification as referred to in the preceding paragraph, we shall have a choice either (i) to accept the increased price the Supplier has proposed, or (ii) to dissolve the Agreement concerned, without incurring any liability to the Supplier as a result thereof.

9 Payment

9.1 Unless expressly agreed otherwise, we shall pay all of the Supplier' s invoices by bank, by means of payment into a bank account designated by the Supplier, with due observance of a term of payment of 30 days. We shall not be liable for any delay in receipt of our payments caused by the bank designated by the Supplier.

9.2 If the Supplier wishes us to make payment in another manner, payment shall be effected at the risk of the Supplier.

9.3 Unless expressly agreed otherwise, we shall have the right to defer our payments until after we have been able to inspect the products delivered to us.

10 Quality

10.1 Unless expressly agreed otherwise and without prejudice to the provisions of paragraph 8.2 of these conditions, the Supplier warrants that all products delivered to us by the Supplier shall comply with the quality requirements laid down in the relevant Agreement.

10.2 In the event of an Agreement for the sale and purchase of foodstuffs we shall examine the

quality of the products supplied under that Agreement within seventy-two (72) hours after delivery.

10.3 If upon inspection the products prove not to comply with the contractual specifications, we shall notify the Supplier thereof in writing by fax or by e-mail within five (5) working days, stating our objections.

10.4 In the event referred to in paragraph 10.3, we shall be entitled to suspend payment with respect to the consignment comprising the relevant products until such time as (i) the Supplier complies with the terms of the Agreement, (ii) the matter concerning the complaint referred to in paragraph 10.3 has been resolved otherwise, or (iii) we have terminated the Agreement.

10.5 The Supplier who has received a notification as referred to in paragraph 10.3 shall be given the opportunity to let an expert designated by the Supplier examine the products at the Supplier's expense within five (5) working days of receipt of our notification referred to in the said paragraph.

11 Confidentiality

11.1 All information concerning our company that we have not made public in any manner and that the Supplier has obtained in the performance of the Agreement is confidential and may not be disclosed to third parties by the Supplier.

11.2 The Supplier who breaches the provisions of the preceding paragraph shall be liable for the loss that we may suffer as a result thereof.

12 Intellectual property rights

12.1 The Supplier warrants that the products delivered by the Supplier do not in any way infringe any intellectual property rights of third parties, neither in the country in which such products are produced, nor in the country in which the Supplier has its registered office, nor at the place of delivery.

12.2 The Supplier shall hold us harmless from and against all claims arising from any breach of the provisions of the preceding paragraph.

12.3 All plates, ozalid prints, index cards, reproduction materials, aids, and packaging which we ordered to be produced are and shall remain our property. The Supplier is obliged to make these available to us at our first request.

13 Transfer of rights and obligations

13.1 Without our prior permission, the Supplier is not allowed to transfer any obligation that has been laid down in an Agreement to a third party.

13.2 Any transfer of rights granted to the Supplier under an Agreement shall exclusively be governed by Netherlands law.

14 Product liability

The Supplier shall indemnify us for all costs and losses that may result from legal actions for product liability brought against us in connection with products delivered to us by the Supplier.