

General terms and conditions of Sale, Delivery and Payment of the private company with limited liability Food Team International B.V., having its registered office in Schijndel (The Netherlands), registered with the Chamber of Commerce under number 17138592.

These general terms of sale, delivery and payment have been filed at the registry of the Court in 's-Hertogenbosch on February 4th 2011, under number 17138592.

Article 1 : Definitions

- 1.1 In these general terms “Supplier” shall be taken to mean the private company with limited liability Food Team International B.V., as well as its legal successors under general or universal title and those companies affiliated with it as a part of the group.
- 1.2 In these general terms “Customer” shall be taken to mean any natural or legal person who has entered into an agreement with Supplier, or who desires to enter into such an agreement.
- 1.3 In these general terms “Product” shall be taken to mean goods in accordance with the Specification of Supplier and the performance of services in any manner or form.
- 1.4 In these general terms “Defect” shall be taken to mean any shortcomings, in the quality of the Product at the time of delivery, without which the Product does not meet the expectations the Customer may reasonably expect from the Product.

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- 1.5 In these general terms “Force Majeure” shall be taken to mean any circumstance beyond the control of Supplier which prevents Supplier from fulfilling all or any of the obligations under the agreement. Such circumstances in any event include, but are not limited to, (civil) war, strikes, shortage of staff, import-, export-, and transport bans, governmental decisions, no or none punctual delivery by secondary suppliers, damage of production and transport goods which are needed for the order and crop failures.
- 1.6 In these general terms “Specification” shall be taken to mean the description or drawing of the Products that are to be delivered by the Supplier that is mentioned or to which is referred in offers, quotations and agreements and those that include various parameters (among which sizes and weights) of the Product and also tolerance values and investigation methods. In case of absence of the before mentioned, the description as agreed applies. And by absence of such, that which is generally applicable in the sector of industry applies.

Article 2 :Application

- 2.1 These conditions shall apply to all offers made by Supplier, to all orders given to Supplier, to all advice provided by Supplier and to all agreements entered into with Supplier.
- 2.2 Unless agreed otherwise in writing, these general terms and conditions shall prevail over general terms and conditions of the Customer.
- 2.3 Changes or additions to any provision of these terms and conditions or an agreement shall apply only if these have been confirmed by Buyer in writing and shall relate only to the agreement in question.

Article 3 : Offers and Quotations

- 3.1 All offers and quotations shall be free of obligation, unless specifically agreed otherwise in writing. In case an offer contains a term for acceptance, this only means that the offer is no longer valid after this term.
- 3.2 Brochures, pricelists and other information which the Supplier issues are of an informal nature and shall not be binding. The Specification issued by the Supplier in the documentation she sends concerning the Products is foremost. Samples and/or models shall only be issued on request and shall not be binding to the Products to be supplied.
- 3.3 If Supplier issues an offer or a quotation for the delivery of Products in accordance with the specification of Customer, the Customer must make the specifications clear to Supplier in writing before or at the time of entering into the agreement. The specifications must be in accordance with the demands of the Supplier.
- 3.4 Supplier retains the right to refuse orders without giving reasons.

Article 4 : Concluding of agreement

- 4.1 Agreements as well as alterations or additions to the agreement first and only come into effect after the Supplier has confirmed them in writing or the Supplier has commenced to carry out the order.
- 4.2 In case the Supplier has made a firm offer (contrary to clause 3.1), the agreement is concluded on the day of the written acceptance of the order.

Article 5 : Joint and several liability

5.1 In case the agreement is concluded with two or more Customers, they are jointly and severally liable for the performance of the agreement.

Article 6 : Prices/Dutch VAT identification number

6.1 Unless otherwise agreed in writing, prices quoted by Supplier shall be in Euros, exclusive of Dutch VAT (if applicable) and delivered ex Works (as mentioned in the Incoterms 2010).

6.2 Prices quoted by Supplier are based on the prices and circumstances as per the time of purchase and/or order. Where one or several price determining factors are increased (including wages, taxes, premiums, purchase prices, prices of raw materials, exchange rates of foreign currencies etc.), Supplier is entitled to increase the order price accordingly.

Article 7 : Engagement of third parties

7.1 The Supplier has the right to call on a third party to perform services and/or deliveries if she thinks this is needed in order to fulfill the terms of the agreement.

Article 8 : Delivery

8.1 Any times or dates for delivery are estimates and shall not be of the essence, unless agreed otherwise in writing. In case of a delay in the delivery, Supplier should be given a written notice of default and given a reasonable period of time of at least eight (8) weeks to meet her obligations.

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- 8.2 Unless agreed otherwise in writing, all deliveries of Products shall be Ex Works (as stated in Incoterms 2010). Even if parties have agreed a different way of delivery in writing, the Products shall be at Customers expense and risk of the moment as if delivered Ex Works.
- 8.3 In the event the Customer has not taken possession of the Products after the period of delivery has expired, the Products shall be stored (only if the storage facilities of the Supplier have the capacity) at the expense and risk of the Customer. When Products are not taken possession of in due time and the period of delivery has expired, the Supplier is entitled to dissolve the agreement after a period of fourteen (14) days, without prejudice to Suppliers other rights, including its right to claim compensation and its right to sell the the Products to third parties.
- 8.4 In the event Supplier provides pallets, packing cases, crates, containers etc. for the purpose of packaging and transport, or in the event Supplier has asked third parties to provide these, then the before mentioned packaging goods must be returned to the address named by the Supplier at the costs of the Customer, unless it concerns disposable packaging. In case these goods are not returned, the Supplier will charge the costs to the Customer.

Article 9 : Force majeure

- 9.1 In the event of Suppliers inability to perform the agreement due to Force Majeure the Supplier is entitled to suspend the performance of the agreement for as long the Force Majeure lasts. In case the temporary inability lasts longer than eight (8) weeks after the due delivery date, parties are entitled to dissolve the agreement in writing. In case the Force Majeure is or gets permanent, parties are also entitled to dissolve the agreement.

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9.2 In case of dissolution of the agreement on the basis of clause 9.1, Supplier will be entitled to demand payment for the performance carried out before the event causing the Force Majeure arose. In that case Supplier is not obliged to pay any damages to Customer.

Article 10 : Complaints

10.1 As soon as the Customer has received the Products, it is to ascertain that they do not show any Defects and/or that they are in accordance with the order that has been placed. In case parties have agreed another form of delivery (than Ex Works as meant in Incoterms 2010) in writing, the Customer is obliged to inspect the Products before transport. Supplier shall give full cooperation for this inspection, within all reasonability, to the Customer or to independent third parties who act on behalf of the Customer. The latter must however be discussed beforehand with the Supplier. In the event Customer does not fulfill this obligation, the Product shall be considered to be without Defects at the time of delivery.

10.2 The Customer accepts the Product with all hidden and non-hidden Defects, except for the provisions in this article 10.

10.3 In the event the Product shows a non-hidden Defect upon inspection or the delivered quantity does not match the agreement between parties, Customer must inform the Supplier concerning this Defect within five (5) working days after the delivery date, on penalty of extinction of all rights. Customer must also state the Defects or the quantitative shortcomings on the transport document/delivery note and substantiate the complaint by submitting photographs, a claim sheet and a score sheet within fourteen (14) working days after the date of delivery. The transport document is considered to

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contain a correct description of the delivered Products. Non-hidden Defects include,

but are not limited to, a significant difference in size, color, blemish, sticking/blocking, dehydration, broken/incomplete pieces and Defects caused by temperature fluctuation.

- 10.4 In the event the Product has a hidden Defect caused by pesticides or micro and other contamination, Customer must inform the Supplier of this within two (2) working days after detecting this Defect, but in no event later than six (6) weeks from the date of delivery of the Product. Customer must substantiate the complaint within fourteen (14) working days after the date of delivery by submitting a microbiological report of an independent expert chosen by Supplier. All of this on penalty of extinction of all rights. Other Defects than those mentioned in article 10, of whatever nature, are at Customers expense and risk.
- 10.5 In the event a third party holds Customer liable for a Product which derives from Supplier, the Customer must inform the Supplier promptly, but within five (5) working days, on penalty of extinction of all rights.
- 10.6 When Supplier finds the complaints legitimate, the Supplier shall allow a reasonable discount or replace the Products concerned, such at the discretion of Supplier.

Article 11: Liability

- 11.1 The liability of Supplier shall be restricted to that which is stated in article 10 of these general terms. Further liability of Supplier is excluded, except for damages which are the result of intent or gross negligence of the executive officials who are a member of Supplier's management or in cases of the mandatory provision concerning product liability.

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11.2 In the event that the provisions of clause 11.1 do not apply, Supplier shall only be liable for any damage or loss which is the direct and exclusive result of circumstances

which can be imputed to Supplier. Supplier will under no circumstances be liable for indirect damages, such as, but not solely, loss of profits, consequential loss and/or trading loss. Supplier is not liable for shortcomings of third parties hired, not even in case of intent or gross negligence by these third parties.

11.3 If the event that the provisions of clause 11.1 and 11.2 do not apply, the liability of Supplier shall under no circumstances exceed the sum of Customer's payments for the Products that are subject of the claim.

11.4 Contrary to the provision stated before in this article 11, Supplier is not obliged to replace Products, or refund the invoice amount if:

- a. the Products with Defects have not been returned to Supplier; or
- b. the Customer has not strictly followed the storage instructions for the delivered Products, as a result of which deterioration has occurred and as a result of which it is no longer possible to investigate the Customers complaints.

11.5 The Customer will indemnify the Supplier completely against damages from third parties for an obligation by operation of law as far as these claims are related to Products delivered to the Customer by Supplier. Customer will indemnify the Supplier in any circumstances against claims concerning Products which have been produced based on specifications of the Customer and against claims which result of the storage of the Products by Customer contrary to the storage instructions, unless this incorrectness is the result of Supplier's instructions.

11.6 In the event the Customer is held liable by a third party for damages as a result of a

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Defect in the Products and the Customer refunds this damages fully or partly, the Customer shall not have recourse against Supplier.

11.7 In the event a rare Product, which can not be replaced in short terms, has been sold more than once by Supplier, the Supplier shall decide to whom the Product is delivered without being liable for damages of the other party/parties, unless this is the result of intent or gross negligence of the executive officials who are a member of Supplier's management. Supplier reserves the right to wholly or partly dissolve the agreement(s) with the other party/parties, without being liable for damages.

Article 12: Retention of title / Right of pledge

12.1 Supplier shall retain title to any Products delivered by Supplier until the Customer has paid the purchase price and any other claims referred to in section 3:92 paragraph 2 of the Dutch Civil Code.

12.2 On Supplier's first demand, Customer shall establish a first right of pledge for Supplier's benefit, in accordance with section 3:239 of the Dutch Civil Code, on receivables resulting from the sale of Products delivered by Supplier. In the event this is not possible, Customer shall provide security in accordance with the applicable law in a similar manner. Furthermore, Customer shall establish a first right of pledge for Supplier's benefit on the trade name of private label Products which have been delivered by Supplier.

Article 13: Payment, interest and costs

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13.1 Unless agreed otherwise in writing, payment is to be made in Euro and no later than fourteen (14) days after the invoice date without any settlement or discount being allowed.

13.2 Any complaints with respect to invoices, must be submitted to Supplier by Customer in writing within eight (8) days after the date of dispatch of the invoices. After

expiration of this period of time, Customer is deemed to have approved the invoices. Unless the Supplier finds the complaints legitimate, the submission of a complaint does not release the Customer from its obligations to pay the Supplier.

13.3 If the Customer is in default with payment, Supplier is entitled to charge ten percent (10%) interest per year, or the statutory interest of section 6:119a of the Dutch Civil Code if such is higher, over the outstanding amount,

13.4 In the event the Customer fails to fulfil any obligation, Customer shall, notwithstanding the interest due, forfeit an immediately due and payable penalty of five percent (5%) over the payable amount, with a minimum of EUR 5.000,--.

13.5 If a discount percentage for the forecasted purchase of Products over a year has been agreed with the Customer in writing, such percentage will be discounted in the invoices concerned. In the event the Customer purchases less Products than forecasted and for which the discount percentage was given, Supplier shall make out an invoice for the wrongly granted discount percentage.

Article 14: Cancellation

14.1 The Customer shall only be allowed to cancel any order given by the Customer after written permission of Supplier. If Supplier agrees with the cancellation, the Customer

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shall forfeit an immediately due and payable penalty of twenty-five percent (25%) over the invoice amount (including VAT).

- 14.2 Cancellation of orders concerning Products which are produced on Customer's order and/or according to specifications of the Customer is not allowed.

Article 15: Dissolution and suspension

15.1 Where the Customer:

- a. is being declared bankrupt, put into liquidation or is being granted a suspension of payment;
- b. discontinues or transfers its company or an important part thereof, including the contribution of its business in any existing or to be incorporated company, or proceeds with an amendment of the objects of its business; or
- c. is in default concerning the performance of an obligation towards Supplier;

all invoices shall be fully due and payable and the Supplier shall be entitled to suspend the performances of the agreement in full or in part until the Customer has provided security for the observance of all obligations from the agreement or dissolve the agreement without prejudice to Supplier's right to claim payment for damages.

- 15.2 During the performance of the agreement Supplier shall be entitled to suspend performance of its obligations until the Customer, at Supplier's request and to Supplier's satisfaction, has provided security for the observance of all obligations from the agreement. This condition shall also apply if a credit has been obtained. Any refusal of the Customer to provide the requested security shall give Supplier the right to dissolve the agreement and to take back any goods that have already been

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delivered, without prejudice to Supplier's right to demand compensation for expenses, interest and loss.

15.3 During the performance of the agreement Supplier shall be entitled to suspend performance of its obligations as from the moment the amount Customer is due, even if not due and payable, is in excess of the sum insured by Supplier's credit insurance.

15.4 Customer shall be entitled to dissolve the agreement:

- a. in the event of serious default by Supplier in the performance of its obligations under the agreement; and
- b. the Supplier did not state to either replace the Products or refund the invoice amount within fourteen (14) working days after the Customer has revoked the serious default.

Article 16: Intellectual property rights

16.1 In the event the Supplier has designed the packaging (fully or partly), Supplier shall own all existing and future intellectual property rights resulting from or related to the (performance of the) agreement, unless agreed otherwise in writing.

16.2 The exercise of the rights stipulated in clause 16.1, is reserved exclusively to Supplier both during the agreement and after termination of the agreement, unless agreed otherwise in writing.

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- 16.3 By handing over any information or documentation to Supplier, the Customer declares there is no breach of any intellectual property rights of third parties and the Customer indemnifies Supplier against any consequence hereof.
- 16.4 The Customer shall inform Supplier promptly if a claim related to a possible breach of any intellectual property right is made by third parties. In that case Supplier is entitled, also on behalf of Customer, to oppose against any claim, to take legal actions against this third party or come to a settlement. Customer shall - as far as reasonableness and fairness so require - refrain from stipulated measures and give full cooperation to Supplier.
- 16.5 Supplier declares to the best of its knowledge that Products and packaging do not breach any intellectual property rights of third parties. In the event a claim related to a possible breach of any intellectual property right is made by third parties, Supplier is entitled to replace or modify the involved Product or packaging, or to dissolve the agreement wholly or partly. The Customer shall in this event only be entitled to dissolve the agreement if unaltered maintenance of the agreement is, under the circumstances of the case, unacceptable in accordance with the requirements of reasonableness and fairness.

Article 17: Resale / Duty of care

- 17.1 Unless agreed otherwise in writing, Supplier shall only resale Products in the original and unaltered packaging. Packaging delivered by Supplier and furnished with any trademark, indication or symbol shall never be used by Customer to resale any other products.

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17.2 Customer shall handle the Products delivered with proper care and shall not carry out any act which can affect the quality or (food) safety or damage one's good trademark. Customer shall especially observe the storage regulations of the delivered Products strictly.

Article 18: Conversion

18.1 If one or more provisions of these terms and conditions should be null and void, nullified or otherwise unenforceable, the other provisions of these terms and conditions shall remain in full force and effect. Any such provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and

unenforceable and which most closely resembles the null and void, nullified or otherwise unenforceable provision.

Article 19: Applicable law and competent court

19.1 Any agreement, any order and these general terms and conditions shall be governed exclusively by Dutch law.

19.2 Any disputes arising between parties shall be subjected to the exclusive judgment of the court with jurisdiction in „s-Hertogenbosch (The Netherlands)

19.3 Notwithstanding clause 19.2, Supplier shall have the right to bring claims against Customer before other courts of justice which have jurisdiction to hear such claims.

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