

## General terms and conditions

of the private limited liability company Groothandel in voedings-en genotmiddelen VANHEST FOOD GROUP B.V., having its registered office in Moergestel

### Article 1 Definitions

The following definitions are applied in these general terms and conditions:

The wholesaler: Groothandel in voeding -en genotmiddelen VANHEST FOOD GROUP B.V., and its affiliated companies.

customer: the natural person or legal entity with whom/which the wholesaler has entered into an agreement for the supply of goods and/or providing of services.

Agreement: the agreement by the wholesaler and the customer is concluded the moment the wholesaler has explicitly accepted offers and/or orders.

### Article 2 Applicability

These general terms and conditions apply to the concluding of, content of and the compliance with all the agreements concluded by the customer and the wholesaler and its affiliated companies.

The general terms and conditions of contracting parties and or third parties only apply if these have explicitly been accepted by the wholesaler and has been confirmed in writing.

The customer can only invoke deviating and/or additional provisions if and insofar as these have explicitly been accepted by the wholesaler.

The customer with whom a contract was concluded once on the basis of the current terms and conditions, agrees with the applicability of these terms and conditions on subsequent agreements concluded by the customer and the wholesaler.

### Article 3 Quotes

All quotes are free of obligation unless otherwise is explicitly stated.

In the event of a joint pricing, this does not oblige the contractor to perform a part thereof at a proportionate part of the price quoted for all the activities.

#### Article 4 Products

Information with regard to the composition, quality and characteristics of the products supplied by the wholesaler is given to the best of the wholesaler's knowledge, but does not constitute a guarantee.

The wholesaler has the right at all times that products that the wholesaler considers suitable in this respect, are only supplied subject to a minimum quantity.

#### Article 5 The agreements

Each agreement is only binding to the wholesaler upon the explicit written acceptance.

Each agreement with the wholesaler is entered into subject to the suspending condition that the customer appears creditworthy on the basis of the information obtained by the wholesaler.

The wholesaler retains the right to refuse orders without specifying a reason. In that case the wholesaler is not obliged to pay the customer damages.

#### Article 6 Prices

The indicated prices are ex-warehouse and excluding VAT unless otherwise has been agreed.

The wholesaler is authorised to raise the agreed price if cost price raising events take place after having concluded the agreement. Cost price raising elements include price increases charged by the suppliers of the wholesaler, increased costs in respect of salaries, social security contributions, taxes or other levies.

If the wholesaler proceeds to increase the price on the basis of that stated in the preceding sentence, then the customer is authorised to cancel the assignment, provided he informs the wholesaler in writing immediately after having been informed of the price increase and in return for any direct costs incurred by the wholesaler. That supplied as part of the cancelled assignment remains payable by the customer on the basis of the price originally agreed.

#### Article 7 Delivery

The delivery is ex-warehouse of the wholesaler, unless another form of delivery has been agreed.

If a cash-on-delivery is agreed, then the wholesaler will determine the type of transport and the nature and method of delivery and the costs involved.

If a delivery in warehouse is agreed, a notification is sent to the customer the moment the goods purchased by the customer are ready for transport. If the customer fails to collect the goods within two days of this notification from the address specified by the wholesaler, then the wholesaler is authorised to charge the customer costs for the storage of the goods.

Unless otherwise is explicitly agreed, the delivery periods are never deadlines. If a deadline has been agreed, the wholesaler will only be in default after the customer has filed a notice of default and given the wholesaler a reasonable period in which to still comply with the agreement.

The risk of the goods transfers to the customer the moment of the agreed form of delivery.

#### Article 8 Force majeure

If the performance of the agreement is delayed by more than four weeks due to a force majeure of the wholesaler, then the wholesaler and the customer are authorised to dissolve the agreement. In that case, the wholesaler can, in deviation of article 6.3, only claim payment of the costs it has incurred.

If the force majeure arises while part of the agreement has already been performed, the wholesaler is authorised to demand payment of the part of the agreement already performed, which the customer will comply with.

A force majeure in these terms and conditions is defined as any independent circumstance, beyond the wish of the wholesaler, that prevents the compliance of the agreement temporarily or permanently, this includes fire, lack of raw materials, faulty machines, transport difficulties and late delivery by suppliers of the wholesaler.

If the wholesaler proceeds to dissolve the agreement on the basis of a force majeure, it is under no obligation to pay the customer damages.

#### Article 9 Complaints

The customer must inspect the goods for defects immediately upon delivery. Deviations permissible in the trade or technically unavoidable deviations in quantity, colour, quality and weight are not considered defects.

Complaints in respect of deliveries of all our products must be filed in writing within 24 hours after delivery of those goods. If the customer fails to file the complaint within the

applicable period, he is deemed to accept the condition in which the goods were delivered and any right of complaint lapses.

After the registered receipt of the written complaint, the wholesaler will conduct an investigation to determine the validity of the complaint. The customer must assist the wholesaler in this investigation and fully cooperate.

In the event of a justified complaint, the wholesaler has the choice to:

Take the goods back or replace the goods, or;

Dissolve the purchase agreement, or;

Grant a reasonable discount on the sales price.

The goods are returned for the account and risk of the customer and is only possible after the wholesaler has agreed.

Complaints never authorise the customer to dissolve the agreement or not to pay or (part of) or the invoice or suspend payment. The customer is never entitled to payment of damages.

#### Article 10 Packaging

The wholesaler invoices the customer packaging at cost price.

The costs of packaging the customer has returned to the wholesaler are deducted from the invoice and are identical to the costs invoiced to the customer in this respect, unless the packaging returned is in less good condition than in which it was delivered to the customer. In which case a lower amount will be credited; this amount is reasonably determine. Only packaging supplied by the wholesaler can be returned.

#### Article 11 Retention of title

The wholesaler retains the right to ownership of all the goods supplied until all its invoices on the customer in respect of the goods delivered to the customer by the wholesaler under the relevant agreement have been paid in full. The retention of title also covers claims with regard to the customer's failure to comply with the relevant agreement.

The wholesaler is authorised to immediately take back the goods supplied under retention of title and present at the customer without prior notification if the customer fails to comply with the obligations referred to in the preceding subsection. If the wholesaler utilizes its right to take goods back, the agreement is dissolved without legal intervention in full or for a proportionate part, notwithstanding the right of the wholesaler to claim payment of damages and costs.

If the customer has sold and supplied the goods subject to the retention of title of the wholesaler to third parties, then the claim the customer holds on the third party

replaces the ownership and the claim is deemed in advance to have been assigned to the wholesaler by the customer. The customer must inform the third party of this assignation.

#### Article 12 Liability

The wholesaler is not liable for costs, damage and interests arising for the customer as a result of acts or negligence of the wholesaler, of persons employed by the wholesaler or third parties engaged by the wholesaler, except in cases of gross negligence. Liability for corporate, consequential or indirect damage is always excluded.

The liability of the wholesaler is always limited to the height of the invoiced amount of the goods supplied, which are subject to the liability.

If the wholesaler is held liable by a third party with regard to any damage for which it is not liable pursuant to the agreement with the customer or these terms and conditions, then the customer must fully indemnify the wholesaler and compensate the wholesaler for the amount it must pay that third party.

#### Article 13 Suspension and dissolution

Notwithstanding the cases listed by law and in cases where the customer attributable falls short in the compliance of its obligations, the wholesaler has the right, without requiring a notice of default or legal intervention, to suspend the performance of the agreement for no more than three months, or to fully or partly dissolve it extra-judicially, without the wholesaler being required to make any payment of damages and notwithstanding any other rights held by the wholesaler.

The right of the wholesaler to suspend or fully or partially dissolve also applies when it considers it has serious doubt whether the customer will be able to comply with its contractual obligations in respect of the wholesaler as well as in the event of its bankruptcy, suspension of payment, liquidation, transfer of the company of the customer and in cases whereby the goods of the customer are seized, or in cases involving the customer being placed under administration or losing control over its assets or parts thereof.

The customer is never authorised to suspend its obligations resulting from the agreement.

#### Article 14 Payment

Unless otherwise is agreed in writing, the payment must be made within fourteen days after the date of invoice without discount or settlement. In the event of a late payment, the customer is in default without requiring a prior notice of default from the wholesaler.

The wholesaler is authorised to demand surety from the customer for the payment of the amounts payable to the wholesaler pursuant to the agreement.

In the event of a late payment, the customer must pay the amount payable plus the statutory (trade) interest, as well as the extra-judicial and legal debt collection costs in full. The extrajudicial costs amount to 15% of the main sum, whereby a minimum applies of EUR 40.

The payments made by the customer are first settled with any interest and costs due and the payable invoices, which have been outstanding the longest.

#### Article 15 Applicable law

Any disputes arising from any agreement to which these terms and conditions apply in part or in full or as a result of subsequent agreements must be brought before the District Court in 's-Hertogenbosch. However, the wholesaler retains the authority to summons the other party before the competent court stipulated by law.

All the agreements concluded by the wholesaler and customers, the general terms and conditions and any subsequent agreement, as well as disputes arising therefrom are governed by Dutch law. The Vienna Sales Convention regarding international purchase agreement for moveable goods of 11 April 1980 (trb 1981, 184) is never applicable.

#### Article 16 Final provision

If one or more provisions of the agreement concluded by the parties, including provisions of these terms and conditions, are nullified or not valid, then the remainder of that agreement will remain applicable in force. Parties must consult each other as soon as possible to agree on a replacement legally valid provision that, given the nature and intent of the agreement, deviate as little as possible from the invalidated and nullified provision(s).

The general terms and conditions have been filed with the Chamber of Commerce in Eindhoven with number 68683154. A copy thereof is sent upon first request.