

GENERAL PURCHASECONDITIONS OF FERDINAND ZANDBERGEN B.V.

Article 1 – Definitions

In these general purchase conditions the following terms have the following meaning:

- 1.1 FZ: the private limited company registered in Woudenberg, Ferdinand Zandbergen B.V., and the companies affiliated with it.
- 1.2 Purchase conditions: these general purchase conditions of FZ.
- 1.3 Seller: FZ's contracting party being the (potential) Seller/supplier or a (legal) person on behalf of the (potential) Seller/supplier.
- 1.4 Contract: a contract made between FZ and (one or more of) the Seller(s) concerning the delivery to FZ of one or more goods or the performance of services, as laid down in the contract and additional or follow-up contracts.
- 1.5 Goods: all goods to be sold by the Seller to FZ, and all goods to be delivered by the Seller to FZ and all services to be provided by the Seller for FZ, as applicable.
- 1.6 Parties: FZ and the Seller.
- 1.7 Incoterms 2010: the Incoterms 2010 drawn up by the International Chamber of Commerce in Paris.
- 1.8 Force majeure: circumstances which prevent the performance of the contract and which cannot be attributed to FZ and/or the Seller. Circumstances which in any event are deemed to be "force majeure", regardless of whether these circumstances were foreseen at the time the contract was made, are: natural and/or nuclear disasters, riot, sabotage, fire or other disruptions in FZ's business, war and threat of war. This list is not to be deemed exhaustive.
Force majeure on the part of the Seller in any event does not include: lack of personnel, strikes, animal illnesses, default on the part of third parties engaged by the Seller, transport problems on the part of the Seller or third parties engaged by the Seller, loss of auxiliary materials, liquidity and/or solvency problems at the Seller's and government measures (national or international) at the Seller's expense.

Article 2 – Applicability

- 2.1 These Purchase Conditions apply to and form part of all legal relationships between the parties, whereby FZ acts as (potential) buyer and/or customer. In the event the Seller declares other general (sales) conditions to apply, FZ hereby explicitly rejects them. The Seller accepts this rejection of the Seller's conditions and the applicability of FZ's Purchase Conditions.
- 2.2 Deviations from these Purchase Conditions will only be effected explicitly and in writing. Such a deviation has no effect with regard to any other (future) contracts.

- 2.3 If FZ were not to invoke the provisions of these Purchase Conditions where relevant, this does not mean that FZ has thereby waived the right to invoke the provisions of these Purchase Conditions in other cases.

Article 3 – Contract

- 3.1 Every quote and/or offer of the Seller is irrevocable, unless the contrary explicitly appears from the quote and/or offer.
- 3.2 A contract is made by the written confirmation of the contract by FZ.
- 3.3 FZ is not bound by the contract until after it is made in the manner referred to in Article 3.2 of the Purchase Conditions. As long as the contract has not yet been made, the Seller cannot derive any rights from the relationship with FZ.
- 3.4 If on FZ's request the order placed by it is changed or supplemented, before honouring this request the Seller will notify FZ in writing within 48 hours about possible consequences for the agreed price and delivery time.
- 3.5 The Seller can only change or supplement the contract if such change or supplement is explicitly agreed between FZ and the Seller in writing.
- 3.6 In the event of an order change as indicated in Article 3.4 or Article 3.5 whereby the number or the quantity of goods to be delivered is reduced, the agreed price per kilogramme will not be increased.
With an order change whereby the number or the quantity of goods to be delivered is increased, the agreed price per kilogramme will be reduced according to criteria of reasonableness. In no case will the price per kilogramme be higher than the initially agreed price per kilogramme.
- 3.7 The contents of a contract are only proven by the purchase/assignment confirmation and any changes or additions thereto from FZ.

Article 4 – Price

- 4.1 The agreed price encompasses all costs which are made in connection with the goods up to and including the delivery. The agreed price is including but not limited to costs of storage and packing, taxes, other charges, costs of transport including demurrage, detention and (transport) insurance, unless explicitly otherwise stipulated.
- 4.2 In the event of an increase of one or more cost price components (such as but not limited to raw materials and labour costs, exchange rate costs or taxes and/or excise duty) arising after the making of the Contract, the Seller is not entitled to increase the agreed price accordingly.
- 4.3 If the Seller increases the price, on whatever grounds, FZ is permitted to terminate the contract or terminate it by means of an extrajudicial statement, without it owing any compensation therefore to the Seller.

4.4 The Seller can never unilaterally change the agreed price.

Article 5 – Payment

5.1 Payments will be made in the agreed currency.

5.2 FZ will ensure payment within the time period agreed by the parties. If no time period is laid down in the contract FZ will take care of payment to the Seller subject to the provisions of Article 5.4 within 30 days after receipt of the goods,.

5.3 Payment can be made both in cash and by bank transfer. The banking costs connected with (international) payment are at the Seller's expense.

5.4 FZ has the right to set off any claim on the Seller under whatever heading against payments owing to the Seller under any heading whatsoever, even if the Seller's claim is not yet due. FZ has the right to suspend payment until the Seller has performed all its obligations to FZ.

5.5 FZ will in no case be in default until after it has been given written notice of default by the Seller whereby it is given a reasonable time period to effect performance. On FZ's request this time period will be extended one time by the same number of days if FZ indicates to the Seller that it needs the relevant time to effect performance. Only after FZ does not pay the purchase price within the stipulated time period(s), will it be in default subject to force majeure and after written notice of default.

5.6 If FZ is in default it will only be bound to compensate statutory interest pursuant to Section 6:119 Dutch Civil Code over the invoice amount exclusive of transport costs, VAT and other charges of whatever nature. FZ is not bound to reimburse extrajudicial collection costs either

5.7 If the Seller has several claims on FZ, FZ has the right to determine what claim a payment will be put toward. Without further agreement, payments of FZ will first be deducted from the principal amount and then from interest and costs owing if any (in that order).

5.8 FZ's office in Woudenberg, the Netherlands, is the place of payment of all amounts on the basis of or ensuing from the contract, of any nature whatsoever, made between the parties.

Article 6 – Delivery and risk

6.1 The delivery of the goods will be effected in conformity with the agreed ICC-Incoterms 2010 delivery condition.
Insofar as no ICC-Incoterms 2010 delivery condition is agreed the delivery will be effected at the time that FZ takes receipt of the goods at the agreed place.

6.2 Until FZ has taken receipt of the goods, the goods remain at the Seller's expense and risk, regardless of whether or not FZ has taken care of the transport. The Seller will take care

of insurance of the goods during transport and storage until the time FZ takes them into receipt, unless otherwise agreed.

- 6.3 Delivery dates given by the Seller are binding. Without FZ's written consent, the Seller is not permitted to deliver earlier than the agreed time. In the event of late delivery the Seller is immediately in default, without the need for a written notice of default, and FZ is entitled to damages in connection with the delay. The damages will in any event be deemed to amount to one percent per calendar week of the value of the goods delivered too late whereby each part of a calendar week which has started will be counted as a whole week, without prejudice to FZ's right to demand full compensation. FZ can also opt to terminate the contract and demand damages.
- 6.4 If the Seller is bound to arrange transport by sea, the Seller will inform FZ within two (2) days after the unloading date or if a bill of lading is issued, after the bill of lading date, about the start of that transport ('the notice'). This notice will in any event encompass the date of loading or the bill of lading date, the approximate quantity of the goods shipped and the identification thereof, the name of the ship and the port of loading. When FZ has received a valid notice, said notice cannot be withdrawn without its consent.
- 6.5 Regardless of the weight set out on transport documents, the weight weighed upon receipt of the goods at the agreed place is binding as gross weight. The net weight to be settled will be determined after inspection of the product.
- 6.6 If the Seller is obliged to take care of insurance of the goods during the voyage, it must take out adequate insurance for the goods which is common in the industry during the transport up to the time FZ takes the goods into receipt. The insurance must be taken out with (a) first class European insurer(s) and must in any event offer cover for the invoice value, to be increased by 10% plus the freight if the freight is owed upon shipment or otherwise.

Article 7 – Transfer of title

- 7.1 The title to and the risk in the goods pass from the Seller to FZ at the time of delivery.

Article 8 – Transport documents and other documents

- 8.1 The Seller's copy of the transport document signed in receipt by the carrier without comment is only deemed evidence of shipment of the quantities set out on the transport document, as well as the apparent external condition of the goods.
- 8.2 The Seller is obliged to provide FZ with all documents relating to the transaction and/or sold goods in time in accordance with the prescribed time periods and formalities, whereby in the event of failure to do so the Seller is fully liable to FZ for the damage ensuing therefrom. This also applies with regard to compliance with regulations of the European Union or other national and/or international authorities and governments, such as – but not limited to – Regulation (EC) No. 178/2002 and the related regulations.

- 8.3 All costs which are caused by or are the result of the preparation and delivery of the necessary documents are at the Seller's expense, unless the contrary is explicitly agreed.

Article 9 – Obligations of the Seller

- 9.1 The Seller is bound upon delivery to submit the necessary documents and certificates of the authorities, including customs and health and inspection authorities, which show that the goods can be imported, traded or processed for human consumption or the use within the European Union mentioned in the contract without any impediment and without further formalities on the part of a public authority having to be satisfied.
- 9.2 The Seller is furthermore bound to ensure that delivered goods are packed carefully and properly, are given an expiration date, are provided with all indications required by law, are free of foreign objects, contaminations and substances harmful to health, and in conformity with all statutory requirements and EU regulations, and meet the temperature requirements prescribed by law.
- 9.3 The Seller will ensure that the purchased goods are kept and transported under at least the legally set temperatures and conditions and insofar as applicable that the refrigeration chains are not unnecessarily interrupted. In addition, the Seller will satisfy the general regulations in this respect which apply to the relevant product. The Seller will regularly check and register the temperature of the refrigeration and freezer cell and the temperature status during the transport to FZ. Upon first request the Seller will furnish a copy to FZ for all registrations made in this respect.
- 9.4 The Seller is bound with regard to all goods to use a HACCP and/or GMP system or an applicable hygiene code or quality system which is aligned to the work activities, the volume and the nature of the goods of the Seller. The Seller is bound to comply with the legislation and regulations applicable at the place of delivery and the place of destination of the goods regarding all points of preparation, handling, storage or distribution of goods, materials or equipment which come into contact with the goods and to demonstrate this to FZ upon first request if necessary.
- 9.5 If so desired FZ has the right to inspect the goods. The Seller must provide all reasonable cooperation that can be expected of him.
- 9.6 The Seller guarantees that the goods to be delivered correspond with the contract. This guarantee at least encompasses that:
- a. The goods have the characteristics which have been committed;
 - b. The goods satisfy the highest quality standards;
 - c. The goods are free of rights of third parties;
 - d. The goods are suitable for the goal for which the order was placed or the contract was made;
 - e. The goods meet the requirements set by or pursuant to the law and/or otherwise applicable rules and/or rules set by FZ, inter alia in the area of quality, health, safety and the environment, both in the country of delivery and in the country of destination;
 - f. The goods are provided with and accompanied by all data and instructions which

- are necessary for correct and safe handling;
- g. The goods for human consumption, or if agreed for animal consumption, are suitable up to the specified latest expiration date; and
- h. The goods are provided with and accompanied by all documentation requested by FZ and other necessary documentation.

9.7 If the Seller fails in the performance of the obligations ensuing from Article 9.6 the Seller will, at his expense and at FZ's discretion, either replace the goods or supplement what is missing, unless FZ states a preference for termination or dissolution of the contract, one and another without prejudice to FZ's other rights under the heading of default, including but not limited to the right to damages.

Article 10 – Specifications and inspection

- 10.1 FZ will inspect (or have another party inspect) the goods delivered by the Seller within a reasonable term after taking receipt of the goods by it or its agents. The weight will be determined upon inspection.
- 10.2 If the contract also encompasses the transport of the goods, the inspection can be postponed until after the goods have arrived at their destination.
- 10.3 If FZ forwards the goods without FZ reasonably having had the opportunity to inspect them, the inspection can be postponed until after the arrival of the goods at their new destination.
- 10.4 If the goods are not in accordance with the contract and/or the specifications set by FZ, FZ has the right to reject the goods. FZ will store (or have another party store) the rejected goods at the Seller's expense and risk.
- 10.5 If FZ rejects goods, FZ will notify the Seller thereof within five (5) working days after rejection of the goods.
- 10.6 The Seller must immediately on first request and at his own expense retrieve the rejected goods from FZ's or a location designated by FZ, whereby in the event of failure to do so FZ can return these goods to him without the Seller's consent at his expense and risk. If the Seller refuses to take receipt of the goods, FZ can store, sell or destroy these goods at the Seller's expense and risk.
- 10.7 The preceding paragraphs 4, 5 and 6 of this article are without prejudice to FZ's right to additional or replacement damages.

Article 11 – Taking of samples and analysis

- 11.1 At the time of and the place of delivery, FZ can have samples taken, sealed and in triplicate, in the usual manner. If so desired the Seller and FZ can inspect the taking of the samples.
- 11.2 The analysis of the quality and/or composition will take place in accordance with the method(s) applicable at the time of the analysis if no other method has been agreed.

- 11.3 If samples have not been taken at the time of delivery, samples can be taken at a later time. The evaluation and analysis can in such case only result in a suspicion with regard to the quality at the time and location of the delivery. Articles 11.1 and 11.2 of this article apply mutatis mutandis to this taking of samples.
- 11.4 If there is a dispute regarding quality and/or composition, one of the samples mentioned in Article 11.1 or 11.3 will be subjected to an analysis by a lab to be designated by FZ as soon as possible, but at latest within seven days.
- 11.5 The result of the analysis is binding, subject to the right of each of the parties to conduct a counter-analysis within ten working days after the analysis result has become known, which counter-analysis will consist of the studying of another of the samples mentioned in Article 11.1, by another or the same lab. The result of the counter-analysis will be binding for both parties. Should the result of the analysis of the second sample contradict that of the first sample with regard to (non-)conformity of the goods, the analysis of the third (last) sample by a lab designated by FZ will not only be binding, but also decisive.
- 11.6 The costs of the analysis will be borne by the party which according to the final outcome of said analyses is held to be in the wrong.

Article 12 – Complaints

- 12.1 FZ is never bound by any time period set by the Seller within which FZ must give notice that the delivered goods have been rejected or within which FZ must lodge a complaint.
- 12.2 Even if it only comes to light after processing of the goods or delivery to suppliers of FZ that the Seller has failed in the performance of his obligations, FZ is entitled to repudiate and/or extra-judicially terminate the contract on the basis thereof, and the Seller is bound to compensate all loss suffered by FZ.
- 12.3 FZ is always entitled to return the goods delivered by the Seller at the Seller's expense and risk if there is a shortcoming in the performance of the obligation to deliver after which the Seller is bound to return amounts already paid by FZ or to give a credit invoice for goods which have remained unpaid in this respect.
- 12.4 After a complaint FZ has the choice either to replace the goods at the Seller's expense or to let the Seller indemnify FZ with regard to the relevant part of the delivery.
- 12.5 The measurements and weights such as those on the invoices submitted by the Seller or set out on measuring or weighing notes, must be correct and in the event of any deviation therefrom in a negative sense for FZ, the payment owing will be reduced accordingly.

Article 13 – Liability, indemnification and insurance

- 13.1 The Seller is liable for all loss of whatever nature and without any limitation which is suffered by FZ and/or later customers or users, including the – final – consumer of the delivered goods (whether or not in processed condition) as a result of a shortcoming in the performance of the Seller's obligations and/or as a result of the acts or omissions of the

Seller, or his personnel or third parties engaged by him. The Seller's liability extends to; inter alia, loss due to death or injury, damage to goods of third parties, stagnation of business activities and loss of profit or income.

- 13.2 The Seller is bound to insure his liability for such amounts as is usual in the European foodstuffs industry. The insurance cover will be at least € 5,000,000. Upon first request the Seller will allow inspection of the relevant policies and submit an insurance certificate which demonstrates this insurance cover.
- 13.3 The Seller is obliged to indemnify and hold harmless FZ against all claims of third parties in connection with the contract and/or in connection with the goods delivered by the Seller or his agents and/or in connection with the acts or omissions of the Seller or its agents. Upon FZ's first request the Seller will join in any judicial or arbitral proceedings. The Seller is also bound to indemnify and hold harmless FZ against all costs relating to such judicial or arbitral proceedings, including the full costs of legal assistance and extrajudicial costs.
- 13.4 The Seller guarantees that the use (including resale) of the delivered goods will not infringe (intellectual) property rights or other (property) rights of third parties. The Seller indemnifies FZ against claims of third parties ensuing from any infringement of (intellectual) property rights or other (property) rights of third parties and the Seller will compensate FZ for all loss which is the result thereof.
- 13.5 Any liability of FZ for loss of whatever nature is therefore excluded, except for as far as this loss is due to an act or omission of the partners or management of FZ, either with the intent of causing such loss or recklessly and with the knowledge that this loss would probably ensue therefrom.
- 13.6 If partners of FZ, insurers of FZ, subordinates of FZ and/or persons whose services FZ uses for the performance of the contract are held liable, these persons can invoke any exemption or limitation of liability which FZ can claim under the heading of these Purchase Conditions or under any other statutory or contractual provision.

Article 14 – Force majeure

- 14.1 FZ has the right to suspend the performance of all obligations to the Seller and to repudiate the contract or terminate it by means of extrajudicial statement, without owing any compensation to the Seller, if force majeure as referred to in Article 1.8 on the part of FZ and/or the Seller arises.
- 14.2 Parties will notify each other as quickly as possible in writing of a (possible) force majeure situation.

Article 15 - Performance, suspension, termination and/or damages

- 15.1 If the Seller does not perform any obligation ensuing from the contract or from these Purchase Conditions or does not properly perform such or does not perform such in time, the Seller will be in default without the need for a notice of default and FZ will, without being bound to pay any compensation under the heading thereof and without prejudice to FZ's other rights, with immediate effect and without judicial intervention, be entitled to

suspend the performance of all its obligations and/or terminate the relevant contract in whole or in part and/or claim damages and/or performance. Damages can consist of, inter alia, loss of profits, fixed costs, labour costs, freight costs, customs clearance costs and storage costs, if any and other consequential damage.

15.2 In the event of dissolution by FZ, FZ is at its election entitled by way of damages to:

- a. the negative price difference between the contract price and the market value of the goods at issue on the day of the non-performance, or;
- b. the price difference between the contract price and the price of the hedging purchase

one and another without prejudice to FZ's right to additional or replacement damages.

15.3 FZ is furthermore entitled, without being bound to pay any damages under the heading thereof and without prejudice to the other rights to which FZ is entitled, with immediate effect and without judicial intervention, to terminate the contract with the Seller, if:

- a. the Seller is subject to a moratorium on payment or is declared bankrupt, or is at risk thereof, or any part of his assets has been attached;
- b. the Seller passes away, ceases his activities, decides to liquidate or otherwise loses his legal personality;
- c. revocation of licences of the Seller which are necessary for the performance of the contract;
- d. a conservatory attachment is made on assets of the Seller which are in FZ's possession or under its control,

one and another without prejudice to FZ's right to additional or replacement damages.

15.4 If FZ terminates the contract, the Seller must repay the purchase price already paid, if any and immediately retrieve the goods already delivered upon FZ's first request from FZ or from a location designated by FZ, without prejudice to FZ's right to additional or replacement damages.

15.5 The Seller is not entitled to set off any claim on FZ under whatever heading against payments which the Seller owes FZ under any heading whatsoever.

Article 16 – Transfer of rights and obligations

16.1 FZ is entitled to transfer rights and/or obligations under the heading of the contract to third parties.

16.2 Unless otherwise agreed, the Seller can only transfer rights and/or obligations under the heading of the contract to third parties with FZ's prior written consent. FZ can make this consent subject to conditions.

16.3 The Seller undertakes to assign any claim(s) he may have on his insurance company to FZ upon FZ's first request.

Article 17 - Recall

- 17.1 If one of the parties becomes familiar with a defect in the delivered goods (including packing), this party must immediately inform the other party thereof, specifying:
- a. the kind of defect;
 - b. the goods affected;
 - c. all other information which might be relevant.
- 17.2 The parties will then in consultation take all measures deemed necessary in view of the circumstances. The measures to be taken can entail, inter alia, that deliveries are stopped, that the production of products is stopped, that the stocks of products (whether or not at customers of FZ) are blocked and/or that there will be a recall. Only FZ is entitled to make the decision whether and which of these measures will be taken and how the execution thereof will take place. The Seller must provide all reasonable cooperation for the execution of these measures, and for as far as the reason therefore is attributable to him, bear the costs thereof, without prejudice to the provisions of Articles 9, 13 and 15.
- 17.3 The Seller is subject to a duty of confidentiality with regard to all information regarding measures which are actually taken or which will be taken.

Article 18 – Time-barring of claims

- 18.1 All claims on FZ are time barred one (1) year after the date of the contract.

Article 19 – Miscellaneous

- 19.1 The provisions of these Purchase Conditions do not detract from any right, claim, power, remedy or defence that FZ might be entitled to under any other provision or under any other heading whatsoever.
- 19.2 The Seller waives all rights and powers which he is entitled to on the basis of the right of suspension, the right of retention or the right to terminate the contract.
- 19.3 In the event a provision under these Purchase Conditions is void, a valid provision which corresponds and aligns with the purport of the void provision as much as possible, will take the place of the void provision.
The parties are bound to consult with each other about the text of the new provision if necessary. The nullity of one of the provisions of the general conditions does not affect the validity and applicability of the other provisions.
- 19.4 Agents and subordinates of FZ are only authorised to represent FZ up to the amounts recorded in the trade register of the Chamber of Commerce. Agreements made by agents and subordinates of FZ outside of their mandate do not bind FZ if they have not been confirmed by FZ in writing.
- 19.5 Anyone who accesses FZ's sites, buildings or other locations, does so – including any vehicles, materials, etc. – at his own risk. The Seller will see to it that this fact is announced to all relevant persons who act for, on behalf of and/or on the instruction of the

Seller. Furthermore the aforementioned persons must comply with the regulations and instructions applicable there and established by the competent agencies and/or FZ.

- 19.6 If the text of the contract or of (one of) these Purchase Conditions in a language other than Dutch deviates from the Dutch text, the Dutch text and the interpretation thereof will have precedence.

Article 20 – Applicable law

- 20.1 The legal relationship between FZ and the Seller is governed by Dutch law. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is explicitly excluded.

Article 21 – Competent court

- 21.1 All disputes ensuing from or connected with these Purchase Conditions or the contract(s) between FZ and the Seller will only be adjudicated by Rotterdam District Court.