

GENERAL TERMS AND CONDITIONS OF ELBURG FOODS BV, HAVING ITS REGISTERED OFFICE AT THE ADDRESS J.P. BROEKHOVENSTRAAT 6, 8081 HC ELBURG, THE NETHERLANDS (REGISTERED AT THE CHAMBER OF COMMERCE UNDER NUMBER 32148291), HEREINAFTER REFERRED TO AS: "ELBURG FOODS"

General

1. These General Terms and Conditions shall apply to all offers of and all agreements concluded by Elburg Foods with the Other Party (being the other (contracting) party of Elburg Foods), as well as the execution thereof.
2. Any provisions deviating from these General Terms and Conditions must expressly have been agreed in writing. No rights for any future agreements can be derived from any deviations from these General Terms and Conditions.
3. Elburg Foods expressly rejects the applicability of any general terms and conditions to which the Other Party may refer in any way, unless Elburg Foods has expressly agreed with the applicability thereof in writing.
4. The Incoterms 2010 and any Supplements thereto (that constitute a part thereof) shall be deemed to have been incorporated in these General Terms and Conditions and to constitute an inseparable part thereof. In case of any inconsistency between the Incoterms 2010 (and any Supplements thereto) and these General Terms and Conditions, these General Terms and Conditions shall prevail.
5. If one or more provisions of these General Terms and Conditions turns out to be invalid, this shall not prejudice the legal validity and effect of the other provisions hereof.
6. If any unclarity exists regarding the interpretation of one or more provisions of these General Terms and Conditions, the interpretation shall be established on the basis of the content and intended purpose of these General Terms and Conditions. The same provision shall apply if a situation arises that is not covered in or arranged by these General Terms and Conditions. That situation will as then be assessed by Elburg Foods reasonably.
7. Elburg Foods reserves the right to change and/or adapt these General Terms and Conditions in the interim. Elburg Foods shall notify the Other Party of any changes in these General Terms and Conditions at least eight (8) days prior to the entry into force of those changes.

Clause 1: Offers and Confirmations

1. All offers of Elburg Foods are without engagement, unless expressly stated otherwise in writing. Offers and agreements, as well as any changes in agreements shall be binding if and in so far as these offers, agreements or changes have been confirmed by Elburg Foods in writing or unequivocal acceptance appears from factual acts of Elburg Foods. Oral promises by Elburg Foods shall not be binding, unless these have been confirmed by it.
2. Elburg Foods cannot be held to its quotations or offers if the Other Party should reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.

Clause 2: Prices

1. Unless agreed otherwise in writing, all stated prices are based on delivery from the premises of Elburg Foods.
2. All prices stated in offers and confirmations of Elburg Foods are expressed in Euros, unless expressly stated otherwise, and are exclusive of VAT.
3. If after the date of the offer or after the conclusion of the agreement any price change, change of exchange rates, devaluation or revaluation of the Euro compared with foreign currencies or changes in wages, import duties or other taxes, social security or other government charges, freight charges, etc. occurs, also if this takes place on the basis of circumstances that were already foreseeable at the offer or the written agreement, Elburg Foods shall have the right to adapt the relevant offered or agreed prices accordingly.
4. Apparent (manipulation) mistakes in a quotation, such as evident inaccuracies, can also after the conclusion of the agreement be corrected by Elburg Foods.

Clause 3: Quantities

Elburg Foods shall exert its best efforts to deliver the agreed quantities. Deviations therefrom shall be permitted, however, up to 5% of the agreed quantity. If the quantity mentioned in the order confirmation is preceded by the words "approximately", "about" or any similar other expression, the permitted deviation percentage shall be 10%.

Clause 4: Delivery

1. Unless expressly agreed otherwise in writing, the delivery times specified by Elburg Foods can never be regarded as deadlines. Any excess of the delivery time, for whatever cause or reason, shall not oblige Elburg Foods towards the Other Party to provide any compensation for any damages suffered by the Other Party or by any third parties, nor shall the Other Party by that acquire any right to dissolve the agreement or to not perform any obligation that may rest on him under the relevant or any other agreement concluded with him. In case of late delivery, the Other Party shall be held to notify Elburg Foods thereof in writing.

2. If delivery on call or delivery on order has been agreed, Elburg Foods shall have the right for goods (including raw materials, finished products and packaging materials) that have not been called within two months after they were bought or after termination of the relationship, to summon the Other Party by means of a registered letter within eight working days after that letter has been sent to Elburg Foods within a period of at most two weeks immediately following the aforementioned period of eight working days to state the period within which all ordered goods will have been called. The Other Party shall be held to comply with that summons in a timely manner. If this summons is not complied with in full or at all, Elburg Foods shall have the right to send an invoice for all of those ordered goods.

3. Without prejudice to the provisions set forth hereinafter in Clause 10, delivery shall be deemed to have occurred:

- a. If the goods are collected by or on behalf of the Other Party: by taking receipt of the goods.
- b. If the goods are sent via a commercial carrier: at the time of loading, unless agreed otherwise.
- c. If the goods are sent via a means of transportation of Elburg Foods: by delivery at the address designated by the Other Party.
- d. If the goods are held in storage: by the written notification that the goods are kept in custody for the risk of the Other Party.

4. From the time of delivery, the goods shall be for the risk of the Other Party.

5. In so far as goods that are ready for delivery due to any causes that are beyond the control of Elburg Foods and that are for the risk of the Other Party cannot be transported to the place of destination, Elburg Foods shall have the right to store those goods for the risk and account of the Other Party and to demand payment as if delivery had taken place.

6. The risk of total or partial loss or destruction of the goods shall pass to the Other Party at the moment and at the place of delivery as mentioned in this Clause.

Clause 5: Transportation

Elburg Foods shall not be liable for any damage to and/or loss of value of the goods caused by any delay in the arrival of the goods exceeding the normal duration of the transportation, unless that delay is caused by gross negligence on the part of Elburg Foods. The provisions set forth in Clause 12 of these General Terms and Conditions shall apply to any liability arising therefrom.

Clause 6: Force Majeure

1. Without prejudice to any further rights accruing to Elburg Foods, it shall have the right, if Elburg Foods is prevented from performing the agreement due to force majeure, without interference of the courts to suspend the performance of the agreement and/or to terminate the agreement in full or in part out of court, this to the sole discretion of Elburg Foods, by means of a written notification sent to the address of the Other Party, without being held to

pay any damages or to provide any guarantee.

2. If the suspension has continued for a period of 6 months, the agreement shall yet have been dissolved.

3. Force majeure is here understood to mean any circumstance as a result of which the performance of the agreement reasonably cannot be demanded anymore by the Other Party, including war, threats of war, civil war and unrest, disruption of the normal exchange rate relations, lockouts, strikes, transport difficulties, fire and other disturbances in the enterprise of Elburg Foods or in that of any of its suppliers, and delayed delivery, by whatever cause, as well as the inability in time to obtain a certificate (bacteriological, veterinary or otherwise) that is prescribed or that is required by the Other Party.

4. To the extent that Elburg Foods at the time of the occurrence of the force majeure has by then already performed or will be able to perform its obligations under the agreement in part, and the performed or to be performed part has an independent value, Elburg Foods shall have the right to invoice the already performed or to be performed part separately. The Other Party shall as then be held to pay the relevant invoice as if there was a separate agreement.

Clause 7: Security and Solvency

1. For any agreement entered into by and with Elburg Foods, insufficient creditworthiness of the Other Party shall be a resolute condition, also if delivery has taken place in part.

2. The Other Party shall be held or has bound itself towards Elburg Foods, also after an order/agreement has been performed by Elburg Foods in full or in part, for all that which the Other Party is due to Elburg Foods for whatever reason at the first request of Elburg Foods and to the satisfaction of Elburg Foods to provide a (supplementary) security, including without limitation a right of pledge and/or mortgage right, bank guarantee, etc. Provision of a (new) security in favour of Elburg Foods shall never be a replacement of or release from any other (already existing) securities.

Clause 8: Payment

1. Unless agreed otherwise in writing, the purchase price due will have to be paid within 30 days after the invoice date. The Other Party shall never have the right to set off the amount due to Elburg Foods. Nor shall the Other Party have the right to suspend the payment of any invoice.

2. Elburg Foods shall have the right to increase the purchase price stated on the invoice with a so-called credit limitation surcharge of at most two percent. That surcharge will be due if and in so far as the payment of the purchase price takes place after the payment due date.

3. If the Other Party has not paid the amount due on the payment due date, it shall without any reminder notice being required be held to pay interest on the amount due. If also a credit limitation surcharge is due, the aforesaid interest shall run from the payment due date up to and including the date of full payment. The interest rate shall be one percent per month, or, at Elburg Foods choice, the statutory interest increased with one percent, to be calculated as from the date that the Other Party is in default, in which a part of a month shall count for a full month.

4. If the Other Party has not paid that which is due by him to Elburg Foods in time, he shall be held to reimburse to Elburg Foods all judicial and extrajudicial costs of collection incurred to collect the debt. The extrajudicial costs of collection shall in any case be due by the Other Party if Elburg Foods, after a written reminder notice, for the collection of an invoice or any part thereof has called in legal assistance, in which case the extrajudicial costs of collection will amount to at least 15% of the invoice amount or the unpaid part thereof, this with a minimum of two hundred and fifty Euros. The indebtedness and the amount of these extrajudicial costs of collection will for that purpose irrevocably be determined by and between the parties in the manner as described hereinabove.

5. If the Other Party on the payment due date has not paid yet for that which has been delivered to him in accordance with the agreement, Elburg Foods shall have the right to suspend any further agreed obligations to deliver towards the Other Party until that payment

has been made, and/or for that which has not been delivered yet to demand payment in cash or advance payment, or provision of an adequate security.

6. All payments will have to be made without any deduction or set-off, and in the currency in which the agreed prices have been expressed, either at the office of Elburg Foods or on a bank or postal account specified by Elburg Foods.

7. Payments by the Other Party will primarily be applied to cover the costs incurred and the interest accrued, and then to cover the deliveries that have taken place, on the understanding that such payments will first be applied to pay the longest overdue invoices.

Clause 9: Imputable Failure in the Performance

If the Other Party does not in time, properly or at all fulfil any obligation that may arise for him under any agreement concluded with Elburg Foods, including the cancellation of an order and in the event of bankruptcy, suspension of payments, closure or liquidation of the business of the Other Party, he shall be deemed to be in default by operation of law. Elburg Foods shall then have the right without any notification of default and without interference of the courts being required to suspend the performance of one or more of the agreements existing between Elburg Foods and the Other Party and/or to terminate those agreements in full or in part, this at the sole discretion of Elburg Foods, by means of a written notification sent to the address of the Other Party, without Elburg Foods being held to pay any damages or to provide any guarantee, and without prejudice to the further rights accruing to Elburg Foods, including in particular the right to claim damages. In those cases, any claim that Elburg Foods has or will have against the Other Party shall immediately be due and payable.

Clause 10: Retention of Ownership

1. As a security for the performance by the Other Party of its obligations towards Elburg Foods and for any future claims of Elburg Foods for any failure by the Other Party in the performance of its obligations, including interests and expenses, the goods delivered by Elburg Foods shall continue to be owned by Elburg Foods until the Other Party has performed all of its obligations towards Elburg Foods, this on the understanding, however, that the risk regarding damage and loss or destruction of the goods and in regarding any damage resulting therefrom shall devolve on the Other Party after delivery and acceptance of the goods. The Other Party obliges itself to insure the goods delivered under retention of ownership against fire, explosion and water damage, and against theft.

2. On the basis of the aforesaid retention of ownership Elburg Foods shall have the right, and shall where necessary also irrevocably be authorized, at the place where the goods are located to check the presence and condition of these goods, and furthermore, without interference of the courts, to take repossession of the goods if the Other Party fails to perform its obligations. The exercise by Elburg Foods of the retention of ownership referred to in this Clause does not prejudice or render extinct the right of Elburg Foods to claim damages. The Other Party shall be held to inform the person to whom the goods that have been delivered by Elburg Foods are given in undisclosed pledge, whether by way of security or not, of the content of this retention of ownership clause.

3. The Other Party shall furthermore not be allowed to alienate or pledge the goods before they have been paid in full.

4. If the Other Party acts in breach to the above provisions, the entire purchase price shall become due and payable at once and/or Elburg Foods shall have the right to terminate the right of use of the Other Party of the unpaid delivered goods forthwith, and to take back the goods without any notification of default or other prior announcement being required. This taking back can take place without prejudice to the right of Elburg Foods to demand payment of any amounts still due by the Other Party as to principal sum, interest and costs.

Clause 11: Complaints

1. The Other Party shall be held forthwith to (let others) state any deviation from the agreed weight or the agreed quantity or any directly visible damage to the delivered goods or the

packing thereof on the delivery note, the invoice and/or the transport documents, failing which the Other Party shall forfeit its right to bring any legal action against Elburg Foods in respect thereof.

2. The Other Party shall be held to (let others) inspect the delivered goods immediately upon receipt. The Other Party shall be held to notify Elburg Foods of any complaints regarding the quality of the delivered goods or other deviations and/or damages as referred to in paragraph 1 of the present Clause, within six hours after receipt of the relevant goods, by fax, or in the absence thereof, by telephone, followed within 24 hours by a written confirmation, stating the nature of the complaint as well as the product (name), the quantity and/or the number of kilograms.

3. If the complaint cannot be remedied immediately by Elburg Foods to the satisfaction of the Other Party, Elburg Foods shall have the right:

a. if it regards fresh products that have been delivered, to instruct the Other Party to (let others) deliver the relevant goods back to Elburg Foods that same day, or to (let others) freeze in the relevant goods immediately, to (let others) store them in frozen condition and/or to (let others) keep those goods stored in frozen condition.

b. if it regards deep-frozen products that have been delivered, to instruct the Other Party at the expense of Elburg Foods and at a date and time specified by Elburg Foods to (let others) deliver the relevant goods back to Elburg Foods, or to (let others) store or keep stored the goods in a cold-storage warehouse, in order to enable Elburg Foods, if necessary and on demand, immediately or at a later date and time, to (let others) establish the merits of the relevant complaint.

4. If a complaint that has been submitted by the Other Party in accordance with paragraph 1 of this Clause is considered to be justified by Elburg Foods - whether or not after having checked samples of the relevant goods - Elburg Foods shall at its own choice:

a. either yet perform its obligations;

b. or take back the relevant goods against repayment of the purchase price.

5. Elburg Foods shall only be held to comply with the provisions of paragraph 4 of this Clause after the relevant goods have been returned to it - if Elburg Foods so requires - in the state and condition referred to hereinbefore in paragraph 3 of this Clause.

6. A complaint as referred to hereinabove shall not suspend any payment obligations of the Other Party.

7. Samples that are provided (prior to the agreement) to the Other Party are to be considered only as description by approximation. Deviations in quality, taste, colour, seize weight, etc. Shall not form a reason to claim that the goods do not conform to the agreement.

Clause 12: Liability

1. If Elburg Foods is liable, this liability shall be limited to that which is arranged and stipulated in this Clause. Elburg Foods shall not be liable for damages of any kind created by the fact that it relied on incorrect and/or incomplete information provided by or on behalf of the Other Party.

2. Without prejudice to the provisions set forth in paragraph 1, Elburg Foods can only be held liable for any loss or damage if the Other Party proves that the creation of that loss or damage is due to intent or gross negligence of Elburg Foods. Damage will never be considered to be damage if it has not been determined together with an expert appointed by Elburg Foods.

3. Only direct damage and damage against which Elburg Foods is insured, or should reasonably have been insured, shall be eligible for compensation. Elburg Foods shall only be liable in so far as its insurance covers the same, or up to once the invoice value, for any damage caused by negligence or fault of Elburg Foods or of those whose assistance has been called in by Elburg Foods in respect of the delivered goods.

4. Elburg Foods shall never be liable for any indirect damage, including consequential damage, loss of profits, lost savings and damage due to business stagnation.

5. Elburg Foods shall otherwise in particular never be liable for any direct or indirect damage to or by any goods delivered by it or by staff employed by it inflicted directly or indirectly to

any property and/or any persons.

6. The above shall mutatis mutandis also apply to any goods that have been entrusted by or on behalf of the Other Party to Elburg Foods for storage, use, processing and/or handling.

7. Elburg Foods shall at all times have the right, if and in so far as possible, to remedy or make undone or limit the loss or damage of the Other Party by improving and/or replacing the defective goods.

8. The Other Party shall be held to report any damage to Elburg Foods within two months after the occurrence of the harmful event that led to the damage. Failing that, the entitlement of the Other Party to compensation and/or damages expires.

Clause 13: Indemnification

The Other Party shall under the agreement be held to indemnify Elburg Foods against any claims of third parties for damages in respect of issues that either directly or indirectly relate to the execution of the agreement. The Other Party shall indemnify Elburg Foods in particular against claims from third parties for damages caused by the fact that the Other Party has provided incorrect or incomplete information to Elburg Foods.

Clause 14: Packaging

1. Pallets, containers and crates on or in which the goods are transported and/or delivered, shall be and remain the property of Elburg Foods. The Other Party shall be held to keep such pallets, containers and crates in its custody for Elburg Foods, and to (let others) hand over or return them to Elburg Foods forthwith.

2. The Other Party shall not be allowed to give the pallets, containers, and/or crates to third parties in loan for use, or to hand them over or make them available to any third parties or to encumber them in any (other) way.

3. Elburg Foods shall have the right to charge a deposit for the crates, containers and/or pallets, which amount shall be credited to the Other Party upon return of the crates, containers and/or pallets.

4. If the Other Party has not returned the crates and/or pallets to Elburg Foods within 14 days, Elburg Foods shall have the right to charge rent for that to the Other Party.

Clause 15: Governing Law

1. All agreements concluded by Elburg Foods with the Other Party and any other third parties shall exclusively be governed by Dutch law.

2. The applicability of the Vienna Sales Convention is herewith expressly excluded.

Clause 16: Competent Court

Any disputes, including disputes that are considered to be a dispute by only one of the parties, will in the first instance be submitted for settlement to the District Court for Central Netherlands, Location Utrecht.

Clause 17: Final Provisions

These General Terms and Conditions have been filed at the Chamber of Commerce. The Dutch text of these General Terms and Conditions shall at all times be decisive for the interpretation thereof.