

GENERAL CONDITIONS OF PURCHASE AND SALE FOR LUBA FRESH BV

CHAPTER 1: PURCHASE

Article 1 - Applicability

- 1.1 The stipulations in this chapter of the General Conditions of Purchase and Sale always apply to all our legal transactions with the Supplier / Contractor (hereinafter to be referred to as the Supplier) with respect to the purchase of objects, goods and services (hereinafter to be referred to as "the Delivery"). All other conditions, either from third parties or not, are explicitly excluded, unless we have explicitly accepted those other conditions in writing.
- 1.2 Deviations from and/or supplements to this chapter of the General Conditions of Purchase and Sale are only binding if and insofar as our directors consent to these for each Delivery every time, in writing.
- 1.3 If one or more stipulations of these general conditions are invalid or invalidated, the other stipulations of these conditions shall be maintained unabridged.

Article 2- Establishing the agreement

- 2.1 An agreement with respect to the Delivery is only established following written confirmation from us.
- 2.2 We are exclusively bound to any obligation if this has been assumed by a statutorily authorised functionary at our company, unless we have already given notice, either in advance or not, in writing, that an employee is authorised as our delegate, or unless we consider ourselves otherwise obligated.

Article 3: Implementation of the agreement

- 3.1 Delivery/deliveries must be made at the point in time agreed upon, conforming to the schedule that may have been agreed upon between the parties. The Supplier has the essential obligation to comply with the agreement at the point(s) in time stipulated in the agreement. All points in time of delivery are deadlines, with the exception of any deliveries explicitly announced otherwise by our directors, in writing. In case of any attributable shortcoming in this framework, we shall be due a minimum of 15% of the positive contract value involved in the relevant order, while we retain the right to claim a higher percentage or amount, specified by us with justification. In this context, positive contract value refers to the purchase value of the goods ordered by us, to be augmented by any profits that we shall forfeit in that case, also including a provision as a consequence of damage to our reputation and/or loss of goodwill.
- 3.2 Without prejudice to the stipulation in article 3.1, we are entitled, should the Supplier not comply with the stipulations in this article, to dissolve the entire agreement, or the part of it respective to what was not delivered in time, without any further proof of default and without any intervention by the court, and without prejudice to our further rights, and we shall be entitled to have a third party make a corrective delivery. In this case, the Supplier shall be obligated to immediately pay us for all damages and costs associated with this, including those for a higher purchase price, and/or properly, to our exclusive discretion to safeguard this amount.
- 3.3 The Supplier is obligated to inform us immediately, in writing, if it knows that the goods cannot be delivered in time or if it expects this to happen, with mention of the conditions that cause this to happen, as well as the measures it has taken or shall take, and the presumable duration of the delay. This notification shall leave the Supplier's obligation of compliance intact, as well as our rights as provided in these General Conditions of Purchase and Sale.
- 3.4 Unless otherwise agreed upon, delivery shall be made carriage paid to the place of delivery agreed upon, on the Delivery Duty Paid condition (carriage paid including duties) conforming to the most recent Incoterms 2000 version. In this context, the Supplier assumes the obligation to make all effort to arrive at a delivery proceeding as quickly as possible for our sake, and customs clearing of the goods ordered by us, to the location stipulated by us in the agreement. The unloading risk of this is at the account and risk of the Supplier. Moreover, we are at all times entitled to send the Supplier written specifications, completely and for any reason whatsoever.
- 3.5 We are entitled to stipulate the sequence and/or point in time of delivery in more detail, should we find this desirable. In that case, the supplier is not entitled to any damage compensation and/or cost compensation, unless these changes, in our opinion, shall demonstrably increase the Supplier's costs to an extensive extent, and, in our opinion, makes it reasonable that (part of) these costs should be at our account. Should we request

- 3.7 the Supplier to postpone the delivery, the Supplier must store the goods, safeguard and ensure them, at full invoice value, properly packaged, separate and recognisably intended for us.
We are entitled to cancel and/or alter any orders we have placed, of which the delivery extends over a longer period and which were accepted by the Supplier, and for which no actual preparation was made for delivery, without the Supplier being entitled to any compensation of damages.
- 3.8 We are entitled to cancel and/or alter, without any costs involved, any orders placed of which delivery extends
- 3.9 over a longer period or not and which have been accepted by the Supplier, and for which actual preparation was made for delivery up to the moment of shipping on board a ship or loading into a different (ultimate) means of transport. In this framework, the Supplier is explicitly not entitled to any compensation of indirect damage and/or consequential damage and/or profits forfeited.
The Supplier is not entitled to make deliveries in instalments, unless we accept these in writing.
- 3.10 With the exception of cases with our explicit prior written consent, the Supplier is not entitled to have third parties implement the agreement, entirely or in part, nor transfer any rights or obligations ensuing to it from the agreement. Should we grant such permission, subcontracting and/or transfer of obligations by the Supplier shall involve third parties that are competent, qualified and bona fide, and shall be subject to the same conditions as those applying to the agreement between the Supplier and us, leaving all several obligations of the Supplier that ensue from the agreement intact.
If we apply a fine clause in an agreement, this shall not affect our right to claim compliance and/or supplementary damage compensation.

Article 4 – Price, payment and security

- 4.1 Unless otherwise stipulated in the agreement, the price agreed upon shall be fixed and binding. We only recognise more or less work if agreed upon in advance. Payment shall be made in the way and at the time(s) as stipulated in the agreement.
- 4.2 With the exception of cases for which the agreement stipulates otherwise, payment of the price agreed upon, including value added tax insofar as applicable, shall be made within 30 days after the invoice is received, provided we have accepted the Delivery. The Supplier must in any case state the contract number on the invoice, as well as the number of packages, the gross and net weight of the goods, and the brands. Payment is made in the currency as stipulated in the agreement.
- 4.3 Payment by us may be suspended in the event that we detect any shortcomings in the Delivery and/or prices and/or conditions.
- 4.4 We are entitled to reduce the amount of the invoice and settle it against amounts we are due by the Supplier, without any more detailed explanation.
- 4.5 Payment by us does not imply recognition that the Supplier has complied with all its obligations (properly and/or completely) we are due.
- 4.6 If payment of an advance has been agreed upon, the Supplier must post a security in the amount of the advance, increased by 10% in the form of an unconditional and irrevocable bank guarantee, issued by a bank institution acceptable to us, upon first request, before this advance is paid. The bank guarantee must be unconditional for the time the agreement is valid and claimable upon our first report to the bank that the Supplier is in default.
- 4.7 Price increases can only take effect at least 21 workdays after we have been informed of this by the Supplier in writing and after we have been able to assess the price increases and agreed upon them in writing.
In case of price increases, we are entitled to a Delivery at the most recent price in effect prior to the price
- 4.8 increase up to a maximum of 150% of the average quota we purchased in the three months prior to the price increase.

Article 5 - Packaging and shipping

- 5.1 The Supplier must package and/or secure the Delivery in such a way that it shall reach its place of destination by regular transport in good repair and can be unloaded safely at this location. Packaging must be such that it is suitable for export, if necessary, to the country of its final destination. In any case, the quality of the goods delivered, as well as its packaging and lettering must meet the requirements imposed on them in view of transportation to the country of destination and the requirements of the relevant authorities in the countries of

origin and destination.

Any other special requirements we impose on the packaging and/or security must be carefully observed by the Supplier, provided we have informed the latter of this in time.

- 5.2 The Supplier must strictly comply with our instructions with respect to packaging, preservation, stamping, cooling, heating, shipping, insuring of the transport risk and shipping documents to be included in the delivery. In this framework, the Supplier must state the country of origin, in English, on the packaging.

- The Supplier must provide us, at its own expense, with all data, information and documents required or of importance for further transport, export, import, delivery or storage of goods, among other things, including health certificates, customs documents, analysis reports and certificates of origin. The Supplier must guarantee that this information, these data and documents are complete and correct. The Supplier is liable for all damage that might ensue from this for us if these appear to be incorrect or incomplete. Furthermore, the Supplier shall safeguard us from any claims by third parties with respect to the above-mentioned data, information and documents.

- Any shipments that do not comply with the stipulations in this article may be refused by us, without our being liable for possible damage of any kind whatsoever.

- We reserve the right to return any packaging to the Supplier at the latter's expense and risk and credit it to the amount the Supplier has charged us for this. Any packaging made available by us on loan is and remains our property at all times and shall be taken care of and insured by the Supplier with due diligence.

Article 6 - Transfer of ownership and risk

- 6.1 Insofar as not otherwise stipulated in these General Purchase and Sales Conditions, ownership of the Delivery is transferred to us at the time of actual delivery.
- 6.2 In case of payments that are made before delivery, ownership shall be transferred to us at the moment of full payment, on the condition that the Delivery is accepted by us upon actual delivery.
- 6.3 In the event that we make any goods available to the Supplier for processing or handling, or for mixing or combining with goods that are not our property, we continue to be the owner or become the owner, respectively, of the goods thus created. Furthermore, we shall be given right of distraint for the entire batch. The Supplier is obligated to retain possession of the goods described here, clearly marked as intended for us, and carries the risk for this until the point in time of delivery of the goods to us.

Article 7 - Ownership of, and/or risk with respect to, and/or care for auxiliary devices

- 7.1 All auxiliary devices such as films, drawings, models, drafts, etc., required for implementing the Delivery, made available by the Supplier to us or manufactured or purchased by the Supplier at our expense, shall remain or become our property.
- 7.2 The Supplier shall maintain possession of these auxiliary devices, clearly marked as our property, as the party loaning the devices, and keeps them in good repair and carries all risks for them until they have been handed over to us.
- 7.3 The Supplier shall only use these auxiliary devices or have them used to the benefit of implementing the agreement. The Supplier shall not use, copy and/or duplicate the devices referred to for other purposes without our written consent, nor surrender them and/or make them accessible to any third parties in any form whatsoever.

Article 8 - Intellectual property rights

- 8.1 The Supplier shall state that the Delivery shall not infringe upon any industrial property of any third parties and safeguard us from any claims pertaining to this matter.
- 8.2 We are entitled to use the name, the logo, etc., of the Supplier in the framework of promotional purposes.

Article 9 – Confidentiality

- 9.1 Unless otherwise agreed in writing, the Supplier is required to maintain confidentiality of all that is known to it regarding our enterprise, with the exception of cases referred to in sections 2 and 3 of this article, both in the tender / offer stage and during implementation of the agreement. This obligation to confidentiality applies on penalty of an immediately claimable contractual fine of € 100,000.00 per violation and per day or part of a day the violation persists.
- 9.2 If there is a claim to disclosure of information such that the Supplier is legally and/or statutorily or otherwise required to issue information which is not accessible to the public, the confidentiality obligation as referred to in section 1 of this article shall be cancelled.
- 9.3 The confidentiality obligation as referred to in section 1 of this article is also cancelled if this involves data that are already generally public on the day the Supplier finds out about them, or that have been otherwise made generally public, other than by unlawful action by the Supplier, after the date the Supplier was informed about them.
- 9.4 Neither party is entitled to publish the existence of the agreement to any third parties in the brochures, advertisements or otherwise in the media or letters, etc., without prior written consent of the other party, which shall not be withheld on any unreasonable grounds.

Article 10 - Return shipments and stock rotation

- 10.1 We are at all times entitled to return the Delivery or parts of it. In that case, the purchase price shall be credited or settled.
- 10.2 The Supplier shall guarantee it shall take back any goods that became obsolete while still in stock with us for a period of 10 days after delivery of the relevant goods, or - at our discretion - these Deliveries shall be replaced by marketable goods to substitute the relevant Delivery without any other payment, unless the price(s) of the replacement goods are lower; in which case, payment or credit entry shall take place.

Article 11 - Guarantee of quality and characteristics of the Delivery

- 11.1 The Supplier guarantees:
- that the Delivery is complete and suitable for the purpose it is intended for;
 - that the Delivery is entirely in correspondence with the (quality) requirements as incorporated in our order, specifications, drawings (if applicable), calculations and/or other documents provided by us, absolutely and for any reason whatsoever;
 - that the Delivery complies with the weight, composition, quality agreed upon and specified, that it is free of disease, vermin and hidden defects (inherent vice);
 - that the Delivery complies with the legal requirements and government instructions in effect in the country of delivery, at minimum, and, if applicable, with the regulations in effect within the European Union, unless stipulated otherwise in the agreement.
- 11.2 If technical, safety, quality and/or other instructions not attached to the agreement are referred to in the agreement and/or in the appendices belonging to it, the Supplier is expected to be familiar with these, unless it immediately notifies us of the contrary, in writing. In that case we shall inform the Supplier on these instructions in more detail.

Article 12 – Supplementary warranty for deliveries of non-organic origin

- 12.1 For all goods other than those of organic origin (vegetables and fruit), the Supplier shall issue a warranty to rectify all defects by replacement, without cost, during at least one year after acceptance or start-up of this Delivery by the end user or of the object this is intended for; the warranty period shall begin at the time the last of these events occurs, unless a different term has been included in the agreement. The Supplier shall furthermore assume the responsibility of rectifying this defect as soon as possible, and in any case within the reasonable term given by us at the notice.
- 12.2 If the factory warranty for goods delivered extends beyond the term referred to in 12.1, the warranty issued by the manufacturer shall apply at minimum.
- 12.3 The Supplier is obligated to carry all costs that must be incurred to accomplish the rectification of the defects for which it is liable pursuant to the stipulations in article 12.1, including, but not limited to transport, etc. Should the Supplier be in default of proper compliance with the obligation to rectify the defects, and/or
- 12.4 compliance of this within the term stipulated, as well as in urgent cases, we are entitled to take the necessary

action, or have third parties take action, at the Supplier's expense and risk, provided the Supplier is notified of this fact as soon as possible.

12.5 The period referred to in the first paragraph of the stipulations in article 12.1 are extended by the length of time during which the Delivery, or the object it is intended for, cannot be used as intended, due to a defect attributable to the Supplier. The new period for the rectified or replaced parts of the Delivery, as referred to in article 12.1, first paragraph, shall start at the point in time they were put into operation after rectification.

Ownership and the risk of goods replaced on the basis of the above-mentioned rectification requirement belong to the Supplier from the point in time of replacement. The Supplier must take possession of such goods 12.6 as soon as possible, unless we ask to make the replaced goods available to us for examination.

The stipulations in the previous sections of this article and/or in the other articles of these General Purchase and Sales Conditions do not exempt the Supplier from its other liabilities as stated in the law or in these 12.7 conditions.

Article 13- Testing and inspection

13.1 Testing and/or inspection by us or on our behalf may take place prior to, during and after delivery. The Supplier must fully cooperate with this, which also includes providing information and granting access to the places where the goods are manufactured and/or stored, as well as making the requisite facilities available.

The costs of (interim) (re)inspection and/or retesting shall be incurred by us if it appears that the materials 13.2 meet the requirements in the agreement. Should this appear to not be the case, these costs shall be charged to the Supplier, unless explicitly agreed to otherwise.

In case the goods, or part of them, are rejected, we shall notify the Supplier of this fact immediately. The 13.3 Supplier shall immediately rectify or replace the rejected goods or part of them upon our request, without obliging the Supplier to pay any additional compensation. If it can reasonably be assumed that the Supplier shall not, in good time or properly see to the rectification or replacement, we shall be entitled to rectify or replace the goods, or have this done, at the Supplier's expense.

Rectification or replacement of the rejected goods or part of them leaves the Supplier's obligation to 13.4 compensate any damage suffered by us or by any third parties - including damaged caused by delay - completely intact.

In case of rejection of the goods or part of them, we are entitled to suspend payment of the price or part of the 13.5 contract price pertaining to the goods or part of them, leaving the Supplier's obligation to compensate any further damage we may suffer as a consequence of this rejection intact.

If the Supplier does not comply with its obligation of rectification and/or replacement, after having been 13.6 notified of rejection of the goods or part of them, or if delivery is not longer possible / meaningful, we are entitled to dissolve the agreement without any further proof of default.

The Supplier may not derive any rights whatsoever from the results of an interim inspection and/or testing. 13.7 Approval, inspection and/or testing does not discharge the Supplier from any guarantee or liability ensuing from the agreement and/or these conditions.

13.8

Article 14: Liability

14.1 The Supplier is liable for all damage whatsoever and pursuant to anything whatsoever, including consequential damage and costs we and/or any third parties might suffer as a consequence of the contractor's delivery. Should the damage be due to (hidden) defects of the Delivery, including packaging, this damage shall also be charged completely to the Supplier.

14.2 The Supplier shall safeguard us from all claims by third parties, ensuing from the delivery made by the supplier.

We are entitled, but not obligated, to directly compensate and/or rectify all damage caused during the 14.3 Supplier's work and/or ensuing from the Delivery at the Supplier's expense and risk. The Supplier shall immediately compensate us for the costs of this, possibly augmented by the costs we incurred with respect to this matter, and these costs may in that case be deducted by us from the contract price and/or be withheld from (other) amounts owed to the Supplier.

If two or more Suppliers have entered into an agreement with us with respect to a Delivery, they are severally liable for the entire implementation and the consequences ensuing from it.

- 14.4 We are never liable towards the Supplier and/or any third parties called in by the Supplier for any damage that is the consequence of an attributable shortcoming or an unlawful action by us and/or by any third party called in by us, or any damage that can be based on a different legal ground.
- 14.5 We are never liable towards the Supplier and/or any third parties called in by the Supplier for any consequential damage, referring in any case to operational damage and damage due to operational stagnation and/or profits lost, nor for any claims filed by third parties, with respect to which the Supplier shall completely safeguard us.
- 14.6 We are not liable for any costs, damage and interests that might be created at the Supplier's and/or any third parties called in by the latter, as a direct or indirect consequence of:
- violation of patents, licences or other rights as a consequence of data supplied by or on behalf of the Supplier;
- 14.7
- acts and neglects by the Supplier or its subordinates;
 - damage or loss, due to any cause whatsoever, of goods made available by the Supplier.
- The Supplier shall take out insurance that completely covers any liabilities of ours, on account of anything whatsoever, and that covers the risks referred to in this article. The Supplier is obligated to make the policy to that effect available to us for inspection upon our first request.
- The limitations of liability included in sections 5 through 7 of this article do not apply in case the damage is a consequence of intention or gross neglect of our directors.
- 14.8 Should we unexpectedly be liable towards the Supplier and/or any third parties called in by the Supplier, for any reason whatsoever, this liability is limited to coverage of our liability insurance, augmented by the amount of excess conforming to the relevant policy. Should this coverage be inapplicable, for any reason whatsoever, our liability is limited to the amount of the net profit margin of (or part of) the object purchased and/or the service the damage affected and/or is related to, the latter with the broadest reasonable interpretation.
- 14.10

Article 15: Dissolution of right

- 15.1 The Supplier may no longer appeal to payment by us of any amount it may still be due if it does not submit an invoice to us for the amount it is due, in the way described in article 4 of these conditions, within 12 months following delivery/hand-over of its work

Article 16: Suspension / dissolution

- 16.1 If the Supplier does not, not properly or not timely, comply with any obligation ensuing to it from the agreement signed with us, or any other agreement connected to it, or if there is a good reason to doubt that the supplier is or shall be incapable of meeting its contract obligations toward us, as well as in case of bankruptcy, suspension of payment, halting, insufficient (to be decided at our discretion) or exceeded credit limits, liquidation or partial transfer - whether as security or not - of the Supplier's company, including transfer of (or part of) its claims or stock, or in case of a change in control within the Supplier's company, we are entitled to either suspend implementation of any of these agreements, or dissolve them entirely or in part, without proof of default and without intervention of the court, without holding the Supplier liable to any damage compensation and without prejudice to the rights we are otherwise entitled to.
- We are never liable for any damage or costs on account of profits lost as a consequence of such dissolution.
- 16.2

Article 17: Miscellaneous

- 17.1 We are at all times entitled to settle any claims, assessable in money, that the Supplier has filed against us, in exchange with claims we and our partnership group have filed against the Supplier.
- 17.2 The Supplier is obligated to inform us in a timely manner on all relevant developments with respect to its assortment and/or brand and/or company. Information on new articles must be provided with all relevant data.

Article 18 - Applicability

- 18.1 The stipulations in this chapter of the General Purchase and Sales Conditions always apply to all our legal transactions with a buyer or client (hereinafter to be referred to as "the Buyer") with respect to the purchase of objects, goods and services (hereinafter to be referred to as "the Delivery"). All other conditions, either from third parties or not, are explicitly excluded, unless we have explicitly accepted those other conditions, in writing.
- 18.2 Deviations from and/or supplements to this chapter of the General Purchase and Sales Conditions are only binding if and insofar as our directors consent to these for each Delivery every time, in writing.
- 18.3 If one or more stipulations of these general conditions are invalid or invalidated, the other stipulations of these conditions shall be maintained unabridged.
- 18.4 The Buyer is obligated to declare that these general Purchase and Sales Conditions are also applicable in case of resale of the Delivery to third parties.

Article 19: Tenders, orders and agreements

- 19.1 We can proffer tenders verbally and in writing. A tender proffered can be accepted without any further obligation. The validity period for this is indefinite.
- 19.2 An agreement to which these general conditions apply is not established until the point in time when a legally authorised functionary has confirmed that it has accepted the order and/or assignment of the other party, or when we have started implementing the order - unless we have either given notice, in advance or not, that an employee is authorised by delegation, or if we consider ourselves obligated otherwise.
- 19.3 Should the Buyer not accept the contents of the order / assignment confirmation, he must put in a claim by return of post. Any claims must be made no later than 1 day after the date of the confirmation and prior to the actual Delivery.
- 19.4 Changes, supplements and extensions to the order / assignment confirmation can only be added with written permission from both parties and are only considered to be part of the agreement in that case. If we have notified the Buyer in writing of the changes, supplements and/or extensions and the latter has not given notice by return of post, although no later than 1 day after the date of the confirmation and prior to the actual Delivery, in writing and unambiguously, that it does not accept these, the permission referred to in the phrase above shall be considered as granted.
- 19.5 If the tender and/or quotation contains an offer without any obligation, and this offer is accepted by the other party and confirmed by us, we are entitled to withdraw the offer within two days after our confirmation has been received by the other party.
- 19.6 If the tender / quotation is not accepted by the Buyer, we shall be entitled to charge the party upon whose request we have proffered and/or produced the tender / quotation for the costs involved in producing the tender / quotation.

Article 20: Implementing the agreement

- 20.1 Creation of an agreement as referred to in article 22 section 2 does not oblige us to any more than implementation of the Delivery that has been agreed upon.
- 20.2 We shall not perform any additional work without prior consent of the other party. The costs of additional work shall be charged to the other party. The absence of a written order shall leave any claim of compensation for additional work intact.
- 20.3 When proffering our tender / quotation and implementing the agreement signed, we assume that the Delivery to be made by us shall be able to take place at the point in time specified in the agreement, unimpeded and uninterrupted under normal conditions and during normal hours. Should this not appear to be the case in practice, and both parties did not make any more detailed agreements on this, in writing, we shall be entitled to adjust the prices to a reasonable extent.
- 20.4 Unless both parties agree otherwise, in writing, the Delivery shall take place "Ex Works Waddinxveen" conforming to the Incoterms version 2000.
- 20.5 The Delivery shall take place within the period agreed upon, unless this is afterwards reasonably deemed to be impossible. Should compliance within the period agreed upon not appear to be feasible, for any reason

whatsoever, we shall contact the Buyer as soon as possible and both parties shall make more detailed arrangements in consultation with each other. However, we shall not be in neglect for the simple reason of exceeding the term without proof of default, and exceeding the delivery term can never be a reason by itself for the Buyer to dissolve the agreement.

- 20.6 Implementation of the order shall not begin until the Buyer has provided us with all requisite data, samples, specifications, permits or other matters. Should there be any delay in this, the period agreed upon within which the work must be implemented shall be extended correspondingly and the Buyer shall be obligated to pay any additional costs that may ensue from this to us, with due regard to the stipulations in section 9 of this article.
- 20.7 The Delivery shall always be made on condition of correct delivery (deliveries) by our suppliers and/or shipping agents, as well as on condition of timely arrival and unloading of the goods conforming to the data provided by our suppliers and/or shipping agents. We are never liable for any late deliveries of the goods by our suppliers and/or shipping agents.
- 20.8 We are also never liable for the consequences of any harmful substances that may be in and/or near the goods, nor for the consequences of changes in any environmental requirements and/or legislation made after the agreement has been signed.
- 20.9 Should the Buyer be incapable of receiving the Delivery at the point in time agreed upon for any reason whatsoever, we shall have the option, on the one hand - insofar as our storage possibilities allow for this - to store the goods until the actual delivery, at the Buyer's expense and risk, while we shall ensure adequate protection and shall take all reasonable measures to prevent any deterioration of the quality, and on the other hand we are entitled to dissolve the agreement and/or sell the goods at the Buyer's expense and risk in a way that we choose.
- 20.10 Any deviation in quality, condition and quantity of the Delivery is permitted if and insofar as we have made the efforts, customary in the sector, to be able to comply with the specifications as agreed upon with the Supplier. The burden of proof showing that we did not make efforts in this regard is the responsibility of the Buyer.
- 20.11 We are entitled to have third parties implement the agreement entirely or in part, in which case these conditions can also be appealed to by and on behalf of these third parties.
- 20.12 If we have provided any pallets, boxes, containers or crates, etc., to the Buyer for packaging or transport, or had a third party make these available, the Buyer is obligated - except if this involves one-time packaging - to return these materials to us at its own expense and risk.

Article 21: Prices

- 21.1 Any rates used by us and amounts proffered by us are fixed and binding, unless the market situation changes and/or the Delivery is made more than 1 month after the date of the tender and/or quotation. In the latter case, we are entitled to adjust the prices to the changes in price up to the date of delivery, based on changes in prices for raw materials, materials, wages, exchange rates, insurance premiums, transport costs, fiscal burdens, social insurance premiums and other taxes and/or surcharges imposed or to be imposed either by the government or otherwise.
- 21.2 We are entitled to adjust the rates and prices agreed upon in any case proportionally if any circumstances of unusual nature are involved, such as war, rebellion and/or other serious entanglements, nationally or abroad, or import and/or export measures, changes in taxes imposed by the government, etc.
- 21.3 The rates used by us and amounts proffered by us exclude any VAT applicable at the time of invoicing.
- 21.4 Packaging, loading and unloading goods as well as sending documents or other data carriers for the Delivery is done at the expense and risk of the Buyer. The costs related to these activities can be charged by the Supplier individually. These costs are not included in the price.
- 21.5 We are entitled to charge the Buyer for any additional costs ensuing from changes in orders desired by the Buyer and agreed upon by us, whether or not by means of a price increase.
- 21.6 If no specific price is agreed upon for the Delivery, the Delivery shall be made, regardless of any tenders and/or quotations proffered and/or price calculated, at the prices and rates in effect at the time of implementation.
- 21.7 The Buyer is not permitted to offer the goods delivered by us for sale to any third parties at a price lower than the purchase price.

Article 22: Invoicing / Payment / Security

- 22.1 The Buyer must make its payments in the type of currency specified by us, in the way stated on our invoices, and no later than 30 days after the invoice date.
- 22.2 Any costs related to payment in a different type of currency than the invoice is made out in, such as bank expenses and exchange rate differences are entirely at the expense of the Buyer.
- 22.3 We reserve the right to send invoices at regular intervals.
- 22.4 We may demand (cash) payment in advance or a security up to a maximum of the total amount of the order, at all times, even if this has not been included in the order confirmation or agreement. Posting a security can only be demanded at our discretion in the form of an advance, mortgage security right and/or right of distraint and/or a bank guarantee on demand.
- 22.5 In the event that prepayment is late or the security demanded is not provided, we are not obligated to delivery and are, if so desired, entitled to consider the agreement as dissolved after written proof of default, without being obliged to pay any compensation of damages.
- 22.6 We are entitled to settle the amounts we may owe to the Buyer or to the any partnerships belonging to the same concern as that of the Buyer with amounts the Buyer owes us.
- 22.7 Any payments by the Buyer of the amount it owes us must be made without any deduction, discount or debt comparison.
- 22.8 If the Buyer does not comply with its payment obligations to us, it shall be charged for all legal and non-legal expenses for collection or redress of its claim. Without proof of default, the Buyer is in neglect when the term referred to in section 1 of this article expires without any payment having taken place. As soon as the Buyer is in neglect, it shall be liable for the legal commercial interest on the amount it owes us until the day of complete payment.
- 22.9 Everything the Buyer owes us is immediately claimable if and insofar as the Buyer is in neglect of payment, as well as in case of bankruptcy, request of suspension of payment, close-down or liquidation of the buyer's company, or changes of authority within this company

Article 23: Liability

- 23.1 We are not liable for any damages that are the consequence of an attributable shortcoming or an unlawful action by us and/or by corporate persons or persons we have called in, or that can be based on any other legal cause.
- 23.2 We are never liable for any consequential damage, referring in any case to operational damage and damage due to operational stagnation and/or lost profits, nor for any claims made by third parties. The Buyer shall completely indemnify us from the latter claims.
- 23.3 We are not liable for any costs, damage and interests that might be incurred as a direct or indirect consequence of:
- violation of patents, licences or other rights as a consequence of data supplied by or on behalf of the Buyer;
 - acts and neglects by the Buyer or its subordinates, or any other people who are employed because of or in the framework of the Delivery.
 - damage or loss, due to any cause whatsoever, of items made available by the Buyer.
- 23.4 The limitations of liability included in sections 1 through 3 of this article do not apply in the event that the damage is a consequence of intention or gross neglect of our directorate.
- 23.5 Should we unexpectedly be liable, the liability shall be limited to the coverage of our liability insurance, augmented by the amount of excess conforming to the relevant policy. Should this coverage not apply for any reason whatsoever, our liability is limited to the net invoice value of the products and/or services delivered pursuant to this agreement over the most recent year, excluding any costs and possible damage suffered by third parties.
- 23.6 The Buyer is liable for any damage suffered by us, and/or any third parties called in by us, during implementation of the order, unless intention or deliberate recklessness by us or by any third parties called in by us was involved.
- 23.7 The Buyer is entirely liable for any actions of its subordinates or of any third parties called in by it or on behalf of it.

- 23.8 The Buyer carries the responsibility for any orders, directions and work methods instructed by it or on behalf of it.
- 23.9 If any means made available or required by the Buyer should be defective, the Buyer is liable for any damaged caused by this.
- 23.10 Any consequences of compliance with legal requirements or decisions made by the government that take effect after the day the tender and/or quotation take effect are charged to the Buyer, unless it must reasonably be assumed that we should have already anticipated those consequences on the day of the tender.

Article 24: Force majeure

- 24.1 In the event that the implementation of the agreement is impeded as a consequence of circumstances beyond our control, we shall be entitled, without any intervention from the court, to either suspend implementation of the agreement, or dissolve the agreement entirely or in part, without being required to pay any compensation of damages.
- 24.2 We are entitled to demand immediate payment, both in case of suspension and dissolution pursuant to section 1, for the work and/or amounts invested to implement the agreement.
- 24.3 In these general conditions, force majeure refers to any circumstance independent of our shall - even if it could have been anticipated at the time the agreement was signed – that permanently or temporarily impedes compliance with the agreement, including but not limited to war, risk of war, civil war, revolt, molestation, fire, water damage, flooding, labour strike, company occupation, import and export blockage, government measures, defects to machines and energy failures, all this caused to us as well as to any third parties called in with respect to the Delivery.

Article 25: Dissolution of right

- 25.1 Upon Delivery, the Buyer must immediately check the condition of the goods delivered. Should these goods show any perceptible damage or not correspond with the goods agreed upon, the Buyer must report this to us immediately and it must take all measures, in consultation with us, in order to prevent any further damage. The Buyer shall in any case keep the delivered goods available to us.
- 25.2 The Buyer may in no case make any further appeal to the fact that what has been done or delivered does not comply with the agreement, if the Buyer does not comply with the stipulations in section 1 of this article and/or has not notified us, in writing, about the non-conformity of the Delivery within a reasonable period, although at least within 24 hours after the Delivery.
- 25.3 If the two parties have agreed upon the fact that we would handle transport and assume the risk of the transport, in deviation from article 20.4 in these conditions, the Buyer must take all measures within its power to make recovery of losses from the transporter possible, in the event of any damage to or loss of (part of) the delivered goods - in addition to its obligations in sections 1 and 2 of this article. For example, the Buyer must in any case carry out an expert's appraisal and must provide both us and the transporter with the opportunity to carry out an expert's counter appraisal. Should we be unable to appoint an expert ourselves, the Buyer shall look after our interest to the best of its ability and, among other things, see to appointing a first class expert, in consultation with us and at our account, upon our request. Should the buyer fail to comply with the stipulations in this section, every appeal it makes to shortcomings and/or incorrectness of the goods delivered by us shall be cancelled.
- 25.4 Any complaints with respect to invoices must be submitted to us in writing within two weeks after the invoice date, in the absence of which any appeal to shortcomings and/or incorrectness shall be cancelled.

Article 26: Suspension / dissolution

- 26.1 Should the Supplier not, not properly or not comply with any obligation ensuing to it from the agreement signed with us, or any other agreement connected to it in a timely manner, or if there is a good reason to fear that the supplier is or shall be unable to meet its contract obligations toward us, as well as in the event of bankruptcy, suspension of payment, shut-down, insufficient (to be decided at our discretion) credit limits or exceeding of these, liquidation or partial transfer - whether as security or not - of the Supplier's company, including transfer of (part of) its claims or (part of) its stock, or in the event of a change in control within the Supplier's company, we are entitled to either suspend implementation any of these agreements, or dissolve

them entirely or in part, without proof of default and without intervention of the court, without obliging the Supplier to any compensation of damages and without prejudice to the rights we are otherwise entitled to.

We also reserve the right to suspend the agreement, or dissolve it entirely or partly if the Delivery does not appear to be feasible, in our opinion and/or in the opinion of the actual party implementing the agreement, if

26.2 this is not our fault nor the fault of the actual party implementing the Delivery. The Buyer shall be notified of this as quickly as possible. In the event of such a suspension, the Buyer is not entitled to dissolve the agreement and shall be liable for payment of the compensation agreed upon. In the event the agreement should become feasible after all at some time after the suspension, the Buyer may be charged for any additional costs, such as watch hours.

In the event of suspension or dissolution pursuant to sections 1 and 2, the Buyer is obligated to compensate for any damage we may suffer for this reason, including profit loss. In that event, the price agreed upon shall

26.3 also become claimable immediately, after deduction of the instalments already paid.

We reserve the right to maintain possession of any data and matters that are (joint) property of the Buyer as long as the Buyer has not complied with its obligations stemming from the agreement.

26.4

Article 27: Confidentiality

27.1 Unless agreed upon otherwise, in writing, the Buyer assumes the obligation, with the exception of any cases referred to in sections 2 and 3 of this article, to confidentiality of all that it learned at or about our enterprise, both in the tender /quotation stage and during implementation of the agreement. This obligation to confidentiality applies at the penalty of an immediately claimable contract fine at the amount of € 100,000.00 per violation and per day or part of a day that the violation persists.

27.2 If a demand for disclosure of data with regard to which the Supplier is legally and/or statutorily or otherwise obligated to not provide data accessible to the public, the confidentiality obligation as referred to in section 1 of this article shall be cancelled.

27.3 The confidentiality obligation as referred to in section 1 of this article is also cancelled if this involves data that are already generally public on the day the Supplier finds out about them, or that have been generally made public other than by unlawful action by the Supplier, after the date the Supplier was informed about them.

Article 28: Property rights

28.1 Any images, models, tenders, etc., supplied by us are and shall remain our property and may not be duplicated, shown to any third parties or used in any other way without our prior written consent. The Buyer is obligated to return these documents to us within 14 days, post-paid, upon our first request.

28.2 We are and remain the owner of all industrial and/or intellectual property rights related to the matters referred to in section 1, unless these rights are transferred to the Buyer by means of the agreement.

28.3 All matters delivered by us shall remain our property until all our claims against the Buyer related to those matters and associated with them have been paid in full. Should the Buyer unexpectedly not or not comply with its obligations in a timely fashion, we are entitled to claim all matters, or part of them, that we delivered to the Buyer in the framework of the relevant agreement, as our property.

28.4 With the exception of the property reservation stipulated in section 3 of this article, ownership of the Goods shall be transferred to the Buyer on the actual delivery.

CHAPTER 3: ON THE SUBJECT OF BOTH PURCHASE AND SALES

Article 29: Consignment (whether under the Committee denominator or not)

29.1 If we are in possession of goods on consignment for sale to third parties, any sale to third parties shall take place in our own name, unless we notified the Supplier otherwise in advance. The Supplier shall grant us explicit permission to proceed to such a sale and delivery to third parties. We shall declare our Sales Conditions as presented above in chapter 2 applicable to these sales.

29.2 The Supplier shall remain the owner of the goods until sale and delivery to the third party. We shall therefore not be the owner of the goods at any moment. Neither do we assume any liability for the goods on

consignment. The Supplier is thus also obligated to insure the goods on consignment until the moment ownership has been transferred to the third party.

29.3 After we have sold the goods on consignment, we shall pay the Supplier the price agreed upon in advance. The Supplier shall invoice us for this price. The difference between this price agreed upon in advance and the actually realised price shall be due us entirely. The two parties are at liberty to make different arrangements in this regard.

29.4 During consignment, we shall treat the goods with due diligence, with due regard to the stipulations in 29.2. We shall also make the requisite effort to sell the goods on consignment within the period agreed upon in advance. This involves an obligation to make an effort, but is not an obligation to obtain results. We are exclusively entitled to sell the goods on consignment during the period agreed upon. Therefore this is subject to exclusiveness. The Supplier may only retrieve the goods during the period of consignment agreed upon after consultation with and after having received our approval. Should we unexpectedly not have been able to sell the goods within the period agreed upon at the minimum price agreed upon in advance, the Supplier shall retrieve the goods given in consignment at its expense and risk, after consulting us. In the event we were unable to sell at the minimum price agreed upon in advance within the consignment period, we shall not be liable in any way whatsoever for any (consequential) damage - except in the event of intention or gross negligence on the part of our directors.

In addition to the stipulations in this section, the Purchase Conditions as included above in the first chapter of these conditions apply to the Delivery as a supplement. In the event of possible conflict, the stipulations in this chapter shall prevail.

29.5 If we deliver any goods on consignment, the party holding the consignment goods shall act as the custodian as long as the goods have not been sold and delivered, and it is obligated to regard keeping the goods as a good custodian. The party of consignment of the goods shall make the requisite effort to sell the goods within the consignment period agreed upon. It is also obligated to inform us daily as to the numbers sold and the sales prices (obtained). This party must also provide us with a properly supported prognosis of the market development as often as we deem this desirable.

29.6 If the party of consignment of the goods was unable to sell the goods within the consignment period agreed upon at the minimum price and under the conditions agreed upon in advance, it is obligated - at our discretion - to return the goods to us upon our first request and after consulting us, at its own expense and risk, or take possession of the goods against payment to us at the recommended prices in effect at the moment. In the latter case, the party of consignment of the goods shall become the owner and shall be free to use the goods.

29.7 During the consignment period, the goods on consignment shall at all times remain our unalienable property. We are entitled at any time to end consignment and the party of consignment of the goods is obligated to return the goods to us upon our first request. In the event of any damage to or loss of the goods given to us on consignment, the party of consignment of the goods is obligated to inform us of this fact immediately. We are entitled, in the event of damage or loss, to charge the party of consignment of the goods entirely for the damaged or missing goods.

29.8 The party of consignment of the goods is obligated to grant us access during office hours to the area(s) where the goods on consignment are located, upon our first request, so that we can inspect or maintain these goods.

The party of consignment of the goods shall insure the goods at its own expense with a recognised insurance company and submit proof of insurance to us upon our first request.

When signing the consignment agreement, the parties shall make more detailed agreements on the (manner of) payment of the (sales) price by the former party to us.

29.9 In addition to this section, our Sales conditions as presented above in the second chapter apply when we deliver goods on consignment to the party of consignment. In the event of any conflict the stipulations in this chapter shall prevail. If the party of consignment sells the goods, it is obligated to declare the same sales conditions, at least the same conditions as far as content is concerned, to the sale to the third party.

29.10 The consignment shall not in any way, from either side, result in any terms of employment between the parties or to any form of agency.

29.11

29.12

29.13

Article 30: Choice of law/Arbitration

30.1 All disputes (including those that are considered as such by only one of the parties) that may arise on the occasion of the agreement between us and the Supplier and/or Buyer or from any of the more detailed agreements ensuing from this, shall be submitted to the Court of the Hague exclusively, unless we wish to submit such disputes if the case arises to the judgement of three arbitrators, appointed and giving verdict according to the regulations of the Dutch Arbitration Institute (N.A.I.) in Rotterdam.

30.2 Arbitration shall be conducted in the Dutch language.

Article 31 - Applicable law

31.1 Dutch law exclusively shall apply to all agreements between us and the Supplier and/or Buyer and to any agreements ensuing from these. The stipulations of the 11 April, 1980 Treaty of Vienna, Treaty Series 1981, 84 and 1986, 61, are excluded from agreements to which Chapter 1 of these General Purchase and Sales Conditions applies.

Article 32: Final stipulation

32.1 These General Purchase and Sales Conditions are drawn up in the Dutch, German and English languages” and registered at the Chamber of Commerce and Factories for the Noord Limburg. Furthermore they are always available for inspection at our offices and shall be sent to you free of charge. In the event of any differences among the various translations, the Dutch version shall be the assumption at all times.

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