

General Terms and Conditions

Filed at the Court of Justice in Middelburg under number 10/2016

1. Definitions

- 1.1 The Company: the relevant Doens Food entity, being a corporation under Dutch law, with registered office at Westkade 20, 4551 BV Sas van Gent, Netherlands, or Oranjestraat 40A, 4515 CA IJzendijke, Netherlands, and all individuals and entities that work for The Company, as well as all persons for whom The Company might be held liable.
- 1.2 Counterparty: the individual or entity with whom The Company has concluded a contract, is in discussion or negotiation or is involved in any other way.
- 1.3 The Dutch original version of these General Terms and Conditions shall be authentic and in case of any discrepancies the Dutch version shall take prevalence over any translation.

2. Application

- 2.1 These General Terms and Conditions apply to all agreements concluded by The Company and to all actions performed in connection therewith in as far as the main terms of these agreements and/or any standard-contract terms mentioned therein do not stipulate differently. In case of discrepancy the main contract terms and/or standard-contract terms shall prevail over these General terms and Conditions, with the exception of Clause 8 thereof, which will in any case apply, notwithstanding any provisions to the contrary.
- 2.2 Any and all general terms and conditions of the Counterparty are herewith expressly excluded, also in case these exclude the applicability of other general terms and conditions.
- 2.3 No deviation of these General Terms and Conditions shall be valid, unless it is agreed and confirmed in writing.
- 2.4 Should any clause that forms part of these conditions be void, then all other conditions will remain in force to the fullest extent and the parties shall replace the void clause by a clause that as much as possible resembles the void clause.

3. Offers and Contracts

- 3.1 Offers made by The Company are non-binding and without obligation.
- 3.2 All prices mentioned by The Company are nett, exclusive of VAT, packaging and any taxes or duties, unless explicitly mentioned otherwise.
- 3.3 The Company shall have the right to charge usage fees for multiple packaging and sustainable materials. Already charged return fees will be settled after the objects concerned have been returned timely and in undamaged condition.
- 3.4 The Counterparty shall not be entitled to suspend any of its obligations under this contract, in connection with (allegations of) non-performance by The Company of its obligations under this or any other contract.
- 3.5 Services performed by The Company outside the scope of the contract are and remain for risk and account of the Counterparty.

4. Payments and collection charges

- 4.1 Unless specifically agreed otherwise all invoices shall be paid within 7 days of the date of The Company's invoice.
- 4.2 Any complaint with respect to the invoice must be notified in writing to The Company within 7 days after the date of The Company's invoice. Thereafter the Counterparty shall be deemed to have approved the invoice.
- 4.3 Where the Counterparty does not (timely) comply with its payment obligations, an annual interest of 15% will be charged on any outstanding amounts, calculated per day from the due date of the invoice until full payment is received.
- 4.4 The Counterparty shall have no rights of set-off against any amounts payable to The Company.
- 4.5 If the Counterparty fails to (timely) comply with its obligations, any and all judicial and extra-judicial costs which may arise in connection therewith shall be borne by the Counterparty. The extra-judicial costs amount to 15% of the amount payable.
- 4.6 Complaints and reclamations from the Counterparty will not allow the Counterparty to suspend or cancel its own obligations under the contract (such as, but not limited to the obligation to pay).

5. Transfer of risk and property

- 5.1 The risk of the goods and/or documents shall pass to the Counterparty on delivery or so much earlier as may be determined in (by) the contract (parity).
- 5.2 Goods for which delivery is suspended pending payment by Counterparty, as well as goods of which delivery is wrongfully rejected or not accepted by the Counterparty, shall be held and stored by The Company at the risk and expense of the Counterparty.
- 5.3 Title to goods delivered by The Company, respectively documents representing the goods, remains with The Company until all outstanding payments have been received from the Counterparty in full (with respect to goods, respectively documents representing the goods situated in Germany, the German rules and legislation on retention of title apply).
- 5.4 Goods, respectively documents representing the goods, that are subject to the retention of title may not be transferred as security or pledged.
- 5.5 This retention of title extends to goods after having been processed, changed or co-mingled and also applies to any moneys or other value (to be) received by or on behalf of the Counterparty in respect of these goods.

6. Quality/quantity of delivered goods and complaints

- 6.1 The Counterparty shall inspect the number, weight, quality and condition of the delivered goods immediately and at its own risk and expense.
- 6.2 The Counterparty has to submit any complaints in writing and within 48 hours from delivery. After this period the Counterparty will have forsaken all rights to compensation regarding shortcomings that could reasonably have been discovered after careful examination. Other shortcomings should be notified to The Company in writing within one week from the date upon which the Counterparty became aware, or should reasonably have become aware, though no later than one month after delivery.
- 6.3 If the Counterparty submits a complaint, The Company has the right to inspect the delivered goods and/or to have the goods inspected by a third party. In the event that the complaint would be unfounded the Counterparty will reimburse The Company for all costs of inspection and related costs.

7. Force Majeure

The Company shall not be liable for non-fulfillment of its obligations occasioned by circumstances beyond their control or by Act of God or any other cause comprehended in the term Force Majeure.

8. Liability

- 8.1 Except for gross negligence or intentional fault on the part of The Company, any and all liabilities of The Company are fully excluded. The burden of proving gross negligence or intentional fault rests on the Counterparty.
- 8.2 If, for whatever reason, there would be liability on the part of The Company, then such liability shall not extend to any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense sustained by the Counterparty or by third parties, including but not limited to consequential damage, nonmaterial damage/losses, work stoppage, production failure, impairment of other goods, damages due to governmental actions, recall damages, reputation damages, trading loss or environmental damage and loss of profits. The Company's liability/obligations shall never extend to the delivery of replacement goods for goods that have been rejected, for whatever reason.
- 8.3 The Company's total liability shall be limited to the amount paid out by The Company's professional liability policy in the matter concerned and shall in any case never exceed the invoice price, exclusive of value added tax, paid by the Counterparty for the goods and/or services supplied.
- 8.4 Any and all claims towards The Company will automatically lapse if such claim is not notified to The Company in writing within one week from the date upon which the Counterparty became aware, or should reasonably have become aware, of the existence of any such claim.
- 8.5 Notwithstanding the above, claims with respect to delivered goods will in any case lapse upon the expiry of a period of one month following the date of delivery.

9. Warranty

- 9.1 The Counterparty warrants that all information, documents, samples, et cetera provided to The Company is/are correct, complete and reliable.
- 9.2 The Counterparty warrants that the Counterparty and all individuals and entities that work for or in cooperation with the Counterparty comply with statutory safety, health and environmental regulations.
- 9.3 The Counterparty warrants that the goods shall at all times be properly and sufficiently insured with first class underwriters, with a waiver of recourse against The Company.

10. Counterparty's Inability to pay

- 10.1. If the Counterparty fails to effect timely payment of its debts or compounds with his creditors, or if the Counterparty is subject to measures which can be taken under the applicable law in relation to debtors who are unable or unwilling to pay all their debts, or if the Counterparty were to fail to perform its payment obligations under any agreement with The Company, The Company will be authorized to terminate, by written notice, with retroactive effect any and all of the Contracts with the Counterparty, without prejudice to any of The Company's remaining rights under any contract with the Counterparty.
- 10.2 If a circumstance as described in the preceding paragraph should occur, The Company will also be entitled to reclaim the documents with immediate effect or to take back the goods forthwith and set off the revenue from the sale of these documents and/or goods against the Counterparty's debt. Any costs incidental thereto will be for the Counterparty's account.

11. Confidentiality

All data, information and material released by The Company regarding an offer/quotation are for the Counterparty's internal use only and they shall at any time remain the intellectual and industrial property of The Company. The Counterparty is not allowed to release these data, information and material in any way without the explicit written consent of The Company.

12. Applicable law & jurisdiction

- 12.1 The relation between The Company and the Counterparty will be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 12.2 Any dispute between the parties will be settled by submitting the dispute to the exclusive jurisdiction of the court having competency in the place where The Company has its registered office.
- 12.3 If these Conditions are supplemented by a standard-contract referred to in article 2.1, any dispute between the parties will be settled in accordance with the disputes and arbitration clauses laid down in the standard contract.