

GENERAL CONDITIONS OF SALE AND DELIVERY

of Roem van Yerseke B.V.

Gr. van Zoelenstraat 35 / P.O. Box 25, 4401 KZ / 4400 AA Yerseke (Netherlands)

CLAUSE 1. APPLICABILITY

1. These General Conditions apply to all requests, offers and agreements in which Roem van Yerseke B.V. (hereinafter referred to as "Roem van Yerseke") acts as the party making an offer or the seller of products.
2. Deviations from these General Conditions can only be agreed upon in writing.
3. General conditions of the contracting party of Roem van Yerseke (hereinafter referred to as 'the Buyer'), however named, shall not be applicable to the Agreement.

CLAUSE 2. CONCLUSION OF AGREEMENTS

1. Offers made by Roem van Yerseke, as well as information contained in catalogues, price lists and other documents, shall be without obligation and shall be subject to change, and shall not be binding upon Roem van Yerseke unless expressly stated otherwise.
2. If the Buyer places an order (written or otherwise) in response to an irrevocable offer by Roem van Yerseke, the Agreement shall be deemed to take effect at the moment the order is received by Roem van Yerseke.
3. If an order (written or otherwise) is not preceded by an offer by Roem van Yerseke, or if an order follows an offer without obligation, the Agreement shall come into effect either at the moment that the order confirmation is sent by Roem van Yerseke or at the moment that Roem van Yerseke commences carrying out the Agreement.
4. An electronic order is deemed to be the equivalent of a written order.

CLAUSE 3. PRICES

1. Prices shall be net in euros, exclusive of VAT and shall be based on the delivery condition "ex works Yerseke".
2. If delivery is agreed to take place under delivery conditions other than "ex works Yerseke", the extra costs, including the costs of transportation and insurance, shall be borne by the Buyer.
3. If one or more price-determining factors (such as labour costs, levies, taxes, currency exchange rates, purchase prices such as market prices of the fresh products that are supplied and the like) increases after the conclusion of the Agreement, but before delivery, Roem van Yerseke shall have the right to adapt the sales prices accordingly.
4. Roem van Yerseke shall notify the Buyer as soon as possible and in writing of the prices thus adapted. If the increase in price is more than 10% of the original price, the Buyer shall have the right to rescind the Agreement within 7 days after the

postmark of the said notification by means of written notification to Roem van Yerseke, without either party being held to pay damages to the other party.

CLAUSE 4. DELIVERY

1. Except when expressly agreed otherwise, the conditions for delivery shall in all cases be "ex works Yerseke".
2. These delivery conditions shall be interpreted in accordance with the text of the "Incoterms 2010", as issued by the International Chamber of Commerce in Paris (France).
3. Roem van Yerseke exceeding a stated date of delivery shall under no circumstance be considered to constitute a final contractual deadline having been exceeded.
Roem van Yerseke shall do all that is reasonably within its power to effect delivery on or before the stated date of delivery. As soon as Roem van Yerseke becomes aware of facts or circumstances that render delivery on or before the stated date of delivery impossible, Roem van Yerseke shall notify the Buyer thereof in writing or by means of electronic communication, stating the expected new date of delivery.
4. The said circumstances shall at least include the items in the following non-exhaustive list:
 - obstruction of supply as a result of government regulations or weather conditions;
 - pollution of the environment;
 - stagnation in the growth process or some other cause that is outside the control of Roem van Yerseke.
5. If one or more of the previously mentioned circumstances results in an obstruction of the delivery lasting longer than 14 days after the date of notification referred to in paragraph 2 of the present Clause, the Buyer shall have the right to rescind the Agreement, without either party being held to pay damages to the other.
6. Roem van Yerseke shall have the right to make deliveries in part. These conditions apply without limitation to each delivery.

CLAUSE 5. RISK AND TRANSFER OF OWNERSHIP

1. The risk with respect to the products shall pass from Roem van Yerseke to the Buyer upon delivery, including in those cases in which the Buyer is not willing or not able actually to receive the products.
2. If the Buyer fails to carry out any act required in order to provide assistance with respect to the delivery, Roem van Yerseke shall have the right to consider the products as having been delivered and to store and insure these products at the risk and expense of the Buyer for a period of 7 (seven)

days. This does not apply to fresh produce with a shelf life of less than 10 (ten) days. Fresh produce such as this shall be kept for 24 hours and thereafter deemed to have been spoiled. The Buyer's obligation to pay for the products referred to in this paragraph shall always remain, incremented by the additional costs such as storage costs incurred by Roem van Yerseke.

3. Ownership of the products shall only pass from Roem van Yerseke to the Buyer at the moment when the Buyer has paid the purchase price plus any other sums that the Buyer owes to Roem van Yerseke under any purchase agreement, as well as any sums pursuant to claims based on shortcomings in the fulfilment of such agreements.
4. The Buyer is not permitted to alienate, encumber, or establish any restricted rights on the said goods that were delivered under retention of ownership, nor in any other way to dispose of these goods in violation of the said retention of ownership, other than in the normal course of its business.
5. If the Buyer fails to fulfil its obligations under the Agreement, it shall be deemed by law to be in default and Roem van Yerseke shall - without prejudice to the provisions laid down in Clause 12 - have the right to take back all goods that come under the retention of ownership, without any further notice of default being required.
The Buyer shall provide Roem van Yerseke with the opportunity to do so and shall grant Roem van Yerseke access to the place(s) where the goods are located.

CLAUSE 6. PAYMENT

1. Payment shall be made either in advance, cash on delivery, or within 28 days after delivery, at the sole discretion of Roem van Yerseke.
2. In the event of payment not being made on time, the Buyer shall be deemed by law to be in default without any notification of default being required, and shall be held to pay the statutory interest (as per Article 6:119a of the Dutch Civil Code) plus 2% over the amount due until the moment that the entire amount owed is paid in full.
3. All judicial and extrajudicial expenses that Roem van Yerseke has to incur for the collection of claims against the Buyer shall be borne in full by the Buyer. Extrajudicial expenses shall be set at 15% of the outstanding amount with a minimum of €250.
4. The Buyer shall not be entitled to set off or deduct any financial obligations owed by Roem van Yerseke to the Buyer from any amounts the Buyer owes to Roem van Yerseke under this Agreement, except with written permission from Roem van Yerseke.
5. For the purposes of security for the fulfilment of the obligations of the Buyer, Roem van Yerseke shall be entitled as it deems appropriate to:
 - ship goods exclusively cash on delivery;
 - demand partial or full payment in advance;

 - to demand that the Buyer shall have issued an irrevocable and unconditional bank guarantee from a credit institution that is acceptable for Roem van Yerseke.
6. Expenses incurred in connection with the provisions laid down in Clause 5 and the present Clause shall be borne by the Buyer.

7. Payments made by the Buyer shall first be applied for payment of costs and interests due and then for payment of the invoices that have remained unpaid for longest, even if the Buyer states that payment is being made for a later invoice.

CLAUSE 7. QUALITY, TESTS

1. In order to determine the quality of its products, Roem van Yerseke uses tests and inspections of its production lines and finished products that are carried out regularly by an external and independent laboratory accredited by the authorities.
The results of these inspections shall serve as proof of the quality of the products to be delivered or that have been delivered. If so desired, Roem van Yerseke shall make copies of the inspection reports available to the Buyer.
2. The Buyer shall have the right to commission an independent inspection institute, to be appointed by the parties jointly in advance, to inspect the goods to be delivered before delivery takes place. The Buyer shall inform Roem van Yerseke of such inspections in good time before they take place. Roem van Yerseke shall have the right to be present at the inspection. The results of this inspection shall be binding on both parties. In contrast to the stipulation for products, Roem van Yerseke shall decide unilaterally when and where its production facilities are inspected.
3. If it appears from this inspection that the products do not comply with the agreed quality requirements, then Roem van Yerseke may choose either to have the goods replaced or to pay back that part of the purchase price to the Buyer that has already been paid by the Buyer, without Roem van Yerseke being liable to pay any further damages whatsoever to the Buyer.
4. If it appears from this inspection that the products do comply with the agreed quality requirements, or if the Buyer waives its right of inspection, the products shall irrevocably be accepted by the Buyer, who shall thereafter not have the right to demand rescission of the Agreement or any compensation for damages on the basis of complaints concerning the quality of the products delivered.
5. The costs of the inspection as referred to in paragraph 2 of the present Clause shall be for the account of the Buyer, unless the parties have agreed in advance in writing to another division of costs.
In cases where delivery takes place under non-standard conditions, the parties shall determine the place and the time of the inspection in mutual consultation.
6. Minor deviations in colour, odour, number and/or weight shall not constitute a cause for invoking the guarantee.
7. Return shipments shall exclusively be accepted after prior written consent from Roem van Yerseke. Return shipments shall be at the risk and expense of the Buyer.
8. Neither inspections nor invocation of guarantee rights shall suspend the obligation of the Buyer to pay.

9. Contrary to the provisions laid down in the present Clause, the guarantee on products bought by Roem van Yerseke from third parties shall not exceed the guarantee that Roem van Yerseke is able to obtain from the said third parties.

CLAUSE 8. LIABILITY

1. The liability of Roem van Yerseke shall be limited to the liability set out in Clause 7 paragraph 3 of these General Conditions.
2. Roem van Yerseke hereby expressly excludes all other forms of liability, including without limitation liability for damage resulting from:
 - the presence of pebbles, pieces of shell, pearls or materials of natural origin;
 - any form of allergic reaction resulting from the consumption of products of Roem van Yerseke.
3. The Buyer shall indemnify Roem van Yerseke from and against any claims by third parties for reimbursement of damages incurred, where Roem van Yerseke is not liable for the said damages under the present Clause. The indemnification shall at all times also include the liabilities as referred to in Section 6:185 *et seq.* of the Dutch Civil Code (or a foreign equivalent) if and insofar as it concerns products that have been offered and/or sold on the market by the Buyer under its own brand ("private label"). The indemnification shall also apply if the product has been treated further after delivery, for example by repackaging, and/or if it is sold or resold after the expiry date has passed.
4. Roem van Yerseke shall not be held to reimburse to the Buyer for any expenses (either judicial or extrajudicial) incurred by the Buyer in relation to, or as a result of, dealing with or settling any (alleged) guarantee claims and/or damage claims.

CLAUSE 9. PACKING MATERIALS

1. If it has been agreed that the Buyer shall make packing materials available, it shall be liable for damage resulting from delivery not being in time and/or from the delivery of defective materials.

CLAUSE 10. PROPERTY AND INTELLECTUAL PROPERTY

1. Lithographs and/or plates and/or other items designed by or on behalf of Roem van Yerseke for the Buyer shall at all times remain the property of Roem van Yerseke.
2. Without prior consent in writing from Roem van Yerseke, buyers and third parties shall not be entitled to use the said lithographs and/or plates and/or other items in any way whatsoever.

CLAUSE 11. TRANSFER OF RIGHTS AND OBLIGATIONS

Roem van Yerseke shall have the right to transfer the performance of its obligations and the exercise of its rights under the present Agreement to one or more third parties. The Buyer shall be deemed to have consented in advance to such a transfer. Roem van Yerseke shall notify the Buyer of such a transfer in writing.

CLAUSE 12. FAILURE IN THE PERFORMANCE, RESCISSION

1. In the event that the Buyer fails to fulfil its obligations under the present Agreement or under any Agreements further hereto, as well as in the case of an (application for) its bankruptcy, suspension of payments, as well as in the event of a shut-down, liquidation, take-over or any similar condition of the enterprise of the Buyer, it shall be deemed to be in default by law and Roem van Yerseke shall have the right to rescind the Agreement unilaterally in whole or in part and without judicial intervention, without being held to pay any damages whatsoever, without prejudice to any other rights accruing to Roem van Yerseke.
2. Any claims that Roem van Yerseke has or shall have against the Buyer in such cases shall be due in full immediately.

CLAUSE 13. GOVERNING LAW, DISPUTES

1. All relationships in law between the parties (such as this Agreement and/or agreements pursuant thereto) shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on the International Sale of Goods (known as the Vienna Sales Convention of 1980) shall expressly be excluded.
2. Any disputes or claims between the parties (including disputes or claims that are considered to be such by one of the parties only) arising from a legal relationship between the parties (such as the present Agreement and/or any Agreements arising therefrom) shall be submitted for settlement exclusively to the competent judge in the District Court of Middelburg (Netherlands).

CLAUSE 14. TRANSLATED VERSIONS OF THE GENERAL CONDITIONS

The present General Conditions were originally drawn up in Dutch. In the event of any lack of clarity or differences in the interpretation and/or explanation of a translated version of these General Conditions, the Dutch version shall prevail at all times.