

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of

Ansted B.V.

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1 General

- 1.1 These general terms and conditions of sale and delivery shall apply to all offers, quotations and contracts made by Ansted B.V. (hereinafter 'Ansted'), in which Ansted undertakes to deliver products to buyer.
- 1.2 The applicability of general conditions of the buyer or any other general conditions is expressly rejected.
- 1.3 Departures from these general terms and conditions will only be valid if expressly agreed to in writing by Ansted.
- 1.4 Insofar as these general terms and conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.
- 1.5 The term 'in writing' shall have the following meaning: by letter, by fax or by e-mail.

2 Offers, conclusion of agreement and conformity

- 2.1 All offers made by Ansted shall be free of obligation.
- 2.2 An agreement shall come into effect once Ansted has confirmed the order in writing.
- 2.3 Any agreement will be concluded under the resolute that the buyer, according to the credit insurance company or Ansted, will be sufficient creditworthy.
- 2.4 Any offer made or undertaking given by a representative of Ansted shall only be binding insofar as the latter confirms this in writing.
- 2.5 If the buyer requests an amendment to the agreement, all costs pertaining to such amendment shall be for the account of the buyer.
- 2.6 The buyer shall verify that the products he orders or has ordered and the accompanying documentation, packaging, labelling and/or other information meet the (governmental) requirements operated in the country of destination.

3 Prices

- 3.1 Unless otherwise agreed in writing prices shall be stated in Euro, exclusive of VAT and other taxes and are based on Free Carrier, Heerenveen, the Netherlands (FCA, Incoterms 2010).
- 3.2 Any price cited by Ansted shall be based on the existing monetary conditions, labour costs, procurement prices (e.g. raw-materials prices), duties, taxes and other levies, subsidies and the like prevailing at the time the agreement concerned is concluded. In the event that one or more of these cost price components increase after conclusion of the agreement but before the relevant products have been delivered, Ansted shall be entitled to pass on any reasonable price increase to the buyer.

4 Delivery

- 4.1 The terms and conditions of delivery shall be agreed per transaction. All terms and conditions of delivery shall apply in accordance with Incoterms 2010.
- 4.2 Delivery times shall be determined per transaction. The delivery time shall commence at such time as the relevant agreement is concluded, Ansted is in possession of all documents and details to be provided by the buyer and Ansted has also accepted any security for payment which may have been agreed or have received any prepayment.
- 4.3 Unless otherwise agreed, a specified delivery time shall under no circumstances be deemed to constitute a fatal date. Ansted shall not be in default in respect of such delivery time until the buyer notifies it in writing that it is in default, in doing so stipulates a reasonable period of time within which Ansted has the opportunity to effect delivery, and the latter still fails to do so.
- 4.4 Ansted shall not be liable for any harm due to late delivery if and insofar as this is attributable to circumstances beyond Ansted's control and sphere of risk, which is deemed to include late or non-

compliance on the part of its suppliers or the transport company it engages.

- 4.5 If the time for delivery is exceeded, the buyer shall not be entitled to cancel or terminate the agreement, unless the time for delivery is exceeded with more than 6 weeks, without the buyer being entitled to any compensation.
- 4.6 The buyer's failure to comply with his duty to effect payment (or to do so on time), shall have the effect of suspending Ansted's duty to effect a delivery.
- 4.7 Ansted reserves the right to effect a delivery in parts. Each partial delivery shall be deemed to represent a separate agreement. Ansted shall be entitled to demand payment for each partial delivery before proceeding with any other.
- 4.8 In the event that the buyer has not accepted the products at the time that these are delivered to him, the products will be stored at the expense and risk of the buyer. Ansted shall be entitled to consider the agreement as dissolved with immediate effect, all this while reserving all other rights of Ansted.
- 4.9 In the event that parties have agreed that Ansted will store the products it is to deliver for the buyer, either in its own storage space or in that of a third party, delivery will take place at the time of their storage.

5 Payment

- 5.1 Ansted shall at all times have the right to demand full or partial payment in advance. As to all other sales, payment must be made by the buyer within 30 days after the relevant invoice date, unless otherwise agreed in writing. Unless otherwise agreed in writing, payment must be made into an account which is designated by Ansted for this purpose, without any discount, suspension or claim of compensation.
- 5.2 Payment made by the buyer will first be applied to settle all interest and costs payable and subsequently for those invoices that have been outstanding for the longest periods. This will also be the case if the buyer states that the payment relates to a later invoice.
- 5.3 In the event that payment is not effected on time, the buyer shall be deemed to be in default without the need for any notice of default or judicial intervention, and he shall be charged an interest over the amount due of 2% per month or part of a month from the moment of default. All costs involved in collecting the amount due, both judicial and extrajudicial, shall be for the account of the buyer. The extrajudicial costs owed will never be less than 15% of the sum to be collected subject to a minimum of € 200,-. If Ansted can prove that it has incurred higher costs, that were necessary in all fairness, then these, too, shall be eligible for compensation.
- 5.4 Furthermore, subject to any other rights Ansted may have pursuant to the law or the agreement, in the absence of timely payment it shall be entitled either to suspend further delivery or to terminate all or part of the relevant agreement without the need for a notice of default or judicial intervention, such at its own discretion and subject to Ansted's right to seek compensation for any harm it has suffered.
- 5.5 At any rate, the entire purchase price shall fall due with immediate effect in the event that the buyer fails to effect timely payment or if he goes bankrupt, is granted a suspension of payments, is placed in the care of a guardian, his possessions are attached, he dies insofar as he is a natural person, or in the event that the buyer's business is liquidated or dissolved.
- 5.6 Upon or after entering into the agreement and before its implementation, Ansted will be entitled to demand a guarantee from the buyer that both the payment obligations and any other obligations arising from this agreement will be fulfilled. Refusal by the buyer to provide the required security gives Ansted the right to suspend its obligations and ultimately, without any notice of default or legal intervention, the right to dissolve the contract wholly or partially, without prejudice to his right to compensation for any damages suffered by him.

6 Retention of title (to German and Belgium customers a different regulation applies, see clauses 14 and 15)

- 6.1 The products supplied shall remain the property of Ansted until all that is owed for the supply of those products, including any costs, damages and interest, as well as any amount payable due to the buyer's failure to comply with his obligations pursuant to this agreement or any other, is paid in full.
- 6.2 The buyer is obliged to keep and/or render the products subject to retention of title in Ansted's favour identifiable and to keep them separate from each other and from other products held by the buyer.
- 6.3 Until title to the products passes to the buyer, he shall not be entitled to transfer title to them to a

third party, to tender them by way of security, to encumber or to pledge them, or to place them at the disposal of a third party in any other way. Nevertheless, the buyer shall be entitled to sell these products in the normal conduct of his business.

- 6.4 The buyer has a duty of care with regard to the products covered by the retention of title and must insure them and keep them insured against all of the risks customary in the sector.
- 6.5 The buyer shall at all times help Ansted exercise its right of ownership. As long as retention of title applies, the buyer shall have a duty to grant Ansted access to his buildings and premises.
- 6.6 The buyer is obliged to stipulate a retention of title from his buyers on the basis of the provisions of this article.
- 6.7 When first so requested by Ansted, the buyer shall be obliged to pledge to Ansted any accounts receivable he acquires in respect of products supplied by Ansted which are subject to retention of title and have been sold to his buyers.

7 Complaints

- 7.1 Immediately upon receipt, the buyer is obliged to inspect the products and to keep records of the outcome of such inspections. The buyer is responsible to carry out a decent check up regarding the accuracy of labelling and temperature requirements of the products before storing the products in his warehouse. Any complaints regarding visible defects must be reported to Ansted within no more than 7 days upon delivery of the products, failing which the buyer's claims on Ansted become null and void.
- 7.2 Claims of the buyer concerning 'hidden' defects shall, on penalty of forfeiture of all claims of the buyer against Ansted, be made within 7 days after they could have been discovered reasonably, but at the latest before the shelf life term as indicated by Ansted has elapsed.
- 7.3 The buyer shall complain in writing. The complaint must contain the most detailed possible description of the defect in order to enable Ansted to respond adequately. The buyer shall provide Ansted with the opportunity to investigate or have investigate the complaint. The buyer shall grant all necessary co-operation with the investigation. If the complaint turns out to be well-founded, all the costs of any investigation will be for Ansted's account. If a complaint is groundless, all the costs will be for the buyer's account.
- 7.4 In cases of a justified and timely claim Ansted will, acting at its own discretion, either redeliver free of charge or credit the buyer. These general terms and conditions are applicable to redeliveries.
- 7.5 Products in which regard a rightful claim has been lodged may only be returned to Ansted with the prior written approval of Ansted and may only be destroyed on the written request of Ansted. The costs of returning or destroying products, if the claim is justified, shall be borne by Ansted exclusively provided that a written approval to that effect has been received from Ansted.

8 Liability

- 8.1 Except in the case of legal liability pursuant to provisions of mandatory law and a deliberate act or omission, or gross negligence on the part of Ansted, any liability of Ansted for any damage is excluded. Liability for any indirect or consequential damage including lost profits or loss ensuing from late delivery, is expressly excluded.
- 8.2 In all cases where Ansted is obliged to pay compensation for damages, the aggregate liability of Ansted to buyer under any theory or ground shall at all times be confined to the net invoice value of the products concerned or to that part of the net invoice value to which a claim for compensation is directly or indirectly related. Total compensation for damages payable by Ansted shall in no event exceed € 1.250.000,- per event, whereby a series of related events will be considered as a single event.
- 8.3 Ansted shall not be liable for any incorrect labels which have been approved previously by the buyer.
- 8.4 The buyer shall indemnify Ansted against any claim made by a third party in respect of which Ansted is not liable under these terms and conditions.
- 8.5 All claims against Ansted other than those which have been acknowledged by Ansted shall lapse by the mere expiry of 12 months following the origin of that claim.

9 Force majeure

- 9.1 In the event of Force majeure, Ansted shall be entitled to withdraw its quotations, suspend deliveries or terminate any relevant agreement without judicial intervention, and it shall not be required to provide any compensation.

- 9.2 In addition to what the law considers to be Force majeure, Force majeure of Ansted should be understood to mean war, civil unrest, rioting and fire, strikes held by the employees of Ansted or third parties called in by Ansted in connection with the implementation of the agreement, illness of employees of Ansted or third parties called in by Ansted in connection with the implementation of the agreement, measures taken and/or prohibitions issued by the Dutch government and/or a foreign government by which Ansted is bound, unforeseen and unpredictable traffic impediments, accident(s) with a means of transport employed in connection with the implementation of the agreement as well as unforeseen technical defects in these means of transport, (attributable) failure to perform by the suppliers of Ansted, the unfavourable progression of cultivation and harvest circumstances, theft of goods required for the implementation of the agreement, as well as all other unforeseen circumstances that prevent Ansted from implementing the agreement properly and on time and that are not for the account and risk of Ansted.
- 9.3 In the event that Ansted relies on force majeure, it shall immediately notify the buyer thereof in writing, and also of the cessation thereof.
- 9.4 Where Ansted has already executed part of an agreement, the buyer shall pay the purchase price for any products that have been delivered.

10 Suspension and termination

- 10.1 In the event that the buyer fails to comply with his obligations pursuant to an agreement into which he has entered, or fails to do so properly or on time, if there are grounds to fear that this will occur, or in the event that the buyer applies for a suspension of payments, files for bankruptcy or liquidates his business, Ansted shall be entitled to suspend or terminate the agreement concerned without the need to give notice of default or for judicial intervention, and it shall not have a duty to provide any form of compensation.
- 10.2 Any claim on the part of Ansted pertaining to a part of the agreement which has already been executed, or harm suffered as a result of its suspension or termination, which shall be deemed to include loss of profit, shall fall due with immediate effect.

11 Product recall

- 11.1 Ansted may impose the obligation on the buyer to remove products that he has brought onto the market and which are defective, or in which a defect threatens to manifest itself, from the market within a reasonable period of time to be stipulated by Ansted.
- 11.2 For the purpose of implementing a potential product recall, the buyer shall maintain adequate records of its sales of the products to customers for a period of at least 3 years after the date of sale. Such records shall include dates and quantities of shipments, batch numbers and other information which would allow an expeditious recall. The costs of any product recall shall be born by the party who is to be considered as liable for such recall.

12 Intellectual property rights

- 12.1 Ansted or third party entitled parties retain all intellectual property rights related to delivered products, even if the products have been designed, developed or compiled specifically for the buyer.
- 12.2 The buyer is not permitted to modify all or part of any products supplied. Unless it concerns a private label delivery, the buyer shall not affix any other trademark to the products, to use the relevant mark in any other way, or to register it in his own name.
- 12.3 The buyer will immediately alert Ansted if a third party infringes or threatens to infringe the intellectual property rights of Ansted or if third parties adopt the position that products of Ansted infringe their own intellectual property rights.

13 Governing law and forum

- 13.1 These general terms and conditions and any agreements entered into by Ansted shall be solely governed by and construed in accordance with the law of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG] or of any other international treaty or convention on the sale of movable assets shall be excluded to the extent that such exclusion is possible pursuant to such treaties or conventions.
- 13.2 In case of any dispute the competent court in Amsterdam, the Netherlands, will be entitled to deal with the dispute unless Ansted would elect to submit the dispute to competent courts elsewhere.
- 13.3 The provisions of Article 13.2 leave intact the right of Ansted to obtain a settlement by means of

arbitration of the International Chamber of Commerce under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator(s). The place of arbitration will be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.

As a deviation from clause 6 the following applies to German customers:

- 14.1 Wir behalten uns das Eigentum an den gelieferten Waren bis zur vollständigen Tilgung aller uns aus der Geschäftsverbindung zustehenden und noch entstehenden Forderungen, gleich aus welchem Rechtsgrund, vor.
- 14.2 Der Kunde ist zur Verarbeitung unserer Erzeugnisse oder deren Verbindung mit anderen Erzeugnissen im Rahmen seines ordnungsgemässen Geschäftsbetriebes berechtigt. An den durch die Verarbeitung oder Verbindung entstehenden Gegenständen erwerben wir zur Sicherung unserer in Ziffer 1 genannten Ansprüche Miteigentum, das der Kunde uns schon jetzt überträgt. Der Kunde wird die unserem Miteigentum unterliegenden Gegenstände unentgeltlich verwahren. Die Höhe unseres Miteigentumsanteils bestimmt sich nach dem Verhältnis des Werts unseres Erzeugnisses und dessen durch die Verarbeitung oder die Verbindung entstandenen Gegenstandes.
- 14.3 Wir gestatten unseren Kunden widerruflich die Weiterveräusserung im gewöhnlichen Geschäftsgang. Dieses Recht erlischt im Falle einer Zahlungseinstellung. Der Kunde tritt uns schon jetzt alle ihm aus der Weiterveräusserung zustehenden Forderungen mit Nebenrechten ab. Die abgetretenen Forderungen dienen der Sicherung aller Ansprüche nach Ziffer 1. Der Kunde ist zum Einzug der abgetretenen Forderungen berechtigt, solange wir diese Ermächtigung nicht widerrufen haben. Die Einziehungsermächtigung erlischt auch ohne ausdrücklichen Widerruf, wenn der Kunde seine Zahlungen einstellt. Auf unser Verlangen hat uns der Kunde unverzüglich schriftlich mitzuteilen, an wen er Ware veräussert hat und welche Forderungen ihm aus der Veräusserung zustehen, sowie uns auf seine Kosten öffentlich beglaubigte Urkunden über die Abtretung der Forderungen auszustellen.
- 14.4 Zu anderen Verfügungen über die in unserem Vorbehaltseigentum oder Miteigentum stehenden Gegenstände oder über die an uns abgetretenen Forderungen ist der Kunde nicht berechtigt. Pfändungen oder sonstige Rechtsbeeinträchtigungen der uns ganz oder teilweise gehörenden Gegenstände hat der Kunde uns unverzüglich mitzuteilen.
- 14.5 Wir sind jederzeit berechtigt, die Herausgabe der uns gehörenden Waren zu verlangen, wenn der Kunde mit einer Zahlung in Verzug kommt oder sich seine Vermögenslage wesentlich verschlechtert. Machen wir von diesem Gebrauch, so liegt - unbeschadet anderer zwingender Gesetzesbestimmungen - nur dann ein Rücktritt vom Vertrag vor, wenn wir dies ausdrücklich erklären.
- 14.6 Übersteigt der Wert der für uns bestehenden Sicherheiten unsere Forderungen insgesamt um mehr als 20%, so werden wir auf Verlangen des Kunden insoweit Sicherungen nach unserer Wahl freigeben.
- 14.7 Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

As a deviation from clause 6 the following applies to Belgium customers:

Dutch:

- 15.1 In geval van niet-betaling op de vervaldag, zal de verkoop door ons als nietig kunnen worden beschouwd van rechtswege en zonder aanmaning.
- 15.2 De goederen blijven eigendom van de verkoper tot volledige betaling van de prijs. Alle risico's zijn ten laste van koper.
- 15.3 De betaalde voorschotten blijven de verkoper verworven ter vergoeding van mogelijke verliezen bij wederverkoop.

French:

- 15.1 En cas de non-paiement à l'échéance le vendeur peut considérer celle-ci comme résolue de plein droit et sans mise en demeure.
- 15.2 Le vendeur se réserve la propriété des marchandises jusqu'au complet paiement. Les risques sont à charge de l'acheteur.
- 15.3 Les acomptes pourront être conservés pour couvrir les pertes éventuelles à la revente.