

General Sales and Delivery Terms and Conditions of Koopmans Food Ingredients BV

Article 1. Applicability

1.1. These general sales and delivery terms and conditions are applicable to all agreements in pursuance of which Koopmans Food Ingredients BV (hereinafter referred to as: "Koopmans") acts as the seller, unless expressly stipulated otherwise in writing.

1.2. The applicability of general terms and conditions of the other party to the concluded agreement (hereinafter referred to as: the "Buyer") is expressly excluded.

Article 2. Invoicing and Payment

2.1. Payment of the stipulated price must take place within 28 days after the date of the invoice. Payments must take place as indicated in the agreement or on the invoice. Delay of the delivery due to circumstances on the part of Koopmans shall not affect the payment term.

2.2. The Buyer is not entitled to settlement of (or application of any deduction from or discount on) the stipulated price as specified on the invoice.

Article 3. Delivery

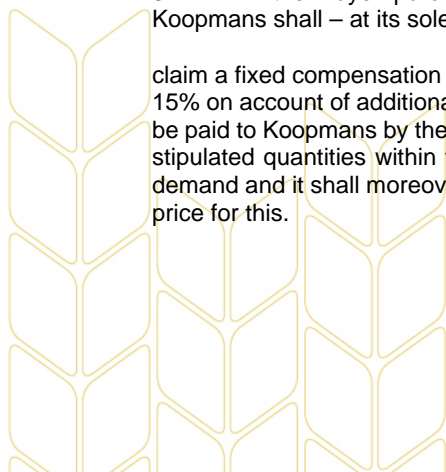
3.1. In case of deliveries postage paid the transfer of risk takes place at the moment that the goods are unloaded from the means of transport deployed by Koopmans. In case of deliveries not postage paid the transfer of risk takes place at the moment that the goods are loaded onto the means of transport deployed by Koopmans. If the Buyer does not comply with its purchase obligation Koopmans shall be entitled to impose a time limit on the Buyer within which the Buyer must comply with its purchase obligation; if this time limit is exceeded the risk nonetheless transfers to the Buyer at the moment said time limit expires.

3.2. The indicated delivery times are only indicative and are not fatal deadlines. The Buyer is recommended to keep a spare inventory so that in case of short delays in the deliveries by Koopmans stagnations in the production are prevented. If the delivery times are exceeded – for any reason whatsoever – the Buyer shall not be entitled to compensation.

3.3. If the agreements concluded with Koopmans respectively the orders or order confirmations issued by Koopmans refer to specific quantities (also referred to as "quantum" or "quanta") then these quantities shall have binding effect on the parties to the extent that the Buyer is obliged to purchase the stipulated quantities from Koopmans during the stipulated period of time and that Koopmans is not obliged to deliver more or less than the stipulated quantities to the Buyer during the stipulated period of time.

3.4. If the Buyer purchases less than the stipulated quantities within the stipulated period of time then Koopmans shall – at its sole discretion – be entitled to either claim compliance from the Buyer or

claim a fixed compensation equal to the non-purchased quantity, valued at the stipulated price plus a surcharge of 15% on account of additional damages and costs, which amount is not susceptible to judicial moderation and must be paid to Koopmans by the Buyer within seven days after demand. If the Buyer intends to purchase more than the stipulated quantities within the stipulated period of time then Koopmans shall not be obliged to comply with this demand and it shall moreover be entitled to – if it does comply with this demand – charge a further to be stipulated price for this.



Article 4. Conformity and Guarantees

4.1. Koopmans guarantees that the delivered goods comply with the specifications of the goods that were communicated to the Buyer in writing. The Buyer cannot derive any rights from oral communications made by or on behalf of Koopmans with regard to the features and qualities of the oral communications. The delivered goods comply with the agreement if upon delivery they comply with the specifications intended in the first sentence of this article.

Article 5. Complaints

5.1. Immediately after delivery the Buyer must check the purchased goods on defects. Complaints in connection with the delivered goods must be reported to Koopmans by the Buyer in writing and within 8 days after the delivery.

5.2. If the Buyer processes the delivered goods either in whole or in part, commissions or resells the same, the goods are deemed to have been accepted by the same.

5.3. The Buyer forfeits all rights and authorities that the same would have had in case of possible defects if the Buyer did not file a complaint within the time limit intended in paragraph 1 or if the Buyer has accepted the delivered goods.

5.4. Without prejudice to the foregoing, the Buyer also forfeits all rights and authorities that it would have had in case of possible defects of the delivered goods if the Buyer does not offer Koopmans a reasonable possibility of remedying the defects through redelivery.

5.5. Complaints in accordance with this article do not release the Buyer from its payment obligation.

Article 6. Reservation of Title and Securities

6.1. Koopmans remains the owner of all goods delivered to the Buyer as long as the Buyer did not satisfy all claims of Koopmans in connection with the goods delivered or yet to be delivered or the services supplied or yet to be supplied to the Buyer by Koopmans pursuant to all agreements concluded by and between the parties.

6.2. If the Buyer does not comply with any obligation by virtue of the agreement vis-à-vis Koopmans (or if there is a justified fear that this kind of non-compliance shall take place) then Koopmans shall, without notice of default being required, be entitled to take back the delivered goods. The Buyer authorizes Koopmans (or a third party designated by Koopmans) to enter the locations where these goods are

located and to take possession of these goods and furthermore commits to lend any and all cooperation to the release of the delivered goods.

Article 7. Liability

7.1. Barring intent or gross negligence on the part of managers of Koopmans, Koopmans shall not be liable for any damages incurred by the Buyer as a result of the delivery, the receipt, the storage, the marketing or resale of the delivered goods or as a result of any shortcoming in the compliance with the agreement by Koopmans. Koopmans shall not be liable for any damages incurred by the Buyer as a result of actions or omissions of auxiliary staff hired by Koopmans.

7.2. Koopmans shall never be liable for any consequential damages that occur at the Buyer or third parties. Koopmans shall never be liable for any indirect damages that occur at the Buyer or third parties.

7.3. If Koopmans is, in any way whatsoever, liable vis-à-vis the Buyer then it shall by no means be liable for an amount exceeding the amount of the invoice for the relevant delivery.

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7.4. The Buyer shall indemnify Koopmans against the financial consequences of claims of third parties (including the employees of the Buyer) that should in pursuance of the exoneration included in this article not be at the expense of Koopmans, even if these claims are based on the statutory provisions concerning product liability.

7.5. Koopmans shall in all instances only be liable to the extent that its liability insurance entitles, as the occasion arises, to a benefit.

Article 8. Dissolution

8.1. If Koopmans anticipates that it shall not be able to comply with its obligations in pursuance of the agreement then it shall be entitled to dissolve the agreement within 10 days after the conclusion thereof.

8.2. Without prejudice to the authority specified in paragraph 1, Koopmans shall at all times be authorized to dissolve the agreement if it is, due to circumstances beyond its control, not able to comply with its obligations by virtue of the agreement.

Article 9. Applicable Law and Competent Court

9.1. Dutch law is applicable to the agreement between Koopmans and the Buyer, unless expressly stipulated otherwise. All disputes shall be brought to the cognizance of the District Court in Leeuwarden, unless mandatory statutory provisions designate a different competent court.

