

General Terms and Conditions of:

BCFoods Europe B.V.
Einsteinstraat 30-G
1446 VG Purmerend
The Netherlands

Chamber of Commerce No. for Noordwest-Holland: 37098135

Article 1: Applicability/definitions

1. These General Terms and Conditions shall apply to all offers and all purchase and sales agreements of BCFoods Europe B.V. with its registered office at Einsteinstraat 30G, 1446VG Purmerend, hereinafter referred to as "BCFoods Europe B.V."
2. The buyer shall be referred to as "the Other Party".
3. "In writing" for the purposes of these General Terms and Conditions shall mean: by letter, email, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
4. "Goods" for the purposes of these General Terms and Conditions shall mean: the products to be supplied by BCFoods Europe B.V.
5. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
6. These General Terms and Conditions shall also apply to subsequent orders and part orders flowing from this agreement.
7. A lasting business relationship shall only be deemed to exist if BCFoods Europe B.V. has already handed these General Terms and Conditions several times to the Other Party. BCFoods Europe B.V. shall not be obliged to produce these General Terms and Conditions in order for them to apply to each new agreement.

Article 2: Establishing agreements

1. The agreement shall be established after the Other Party has accepted the offer from BCFoods Europe B.V. even if this acceptance differs in subordinate points from the offer. If however the acceptance by the Other Party differs essentially from the offer, the agreement shall not be deemed established until BCFoods Europe B.V. has expressly agreed to these differences in writing.
2. If the Other Party places an order without a prior offer by BCFoods Europe B.V., BCFoods Europe B.V. shall only be bound by this order after it has confirmed it in writing to the Other Party.
3. BCFoods Europe B.V. shall only be bound by verbal agreements after it has confirmed these to the Other Party in writing or as soon as BCFoods Europe B.V. has started to carry out these agreements without objection from the Other Party.

4. Additions to or amendments to these General Terms and Conditions or the agreement shall only bind BCFoods Europe B.V. after these have been confirmed to the Other Party.

Article 3: Offers, quotations, prices

1. All offers and quotations from BCFoods Europe B.V. shall be non-binding, unless they specify a date for acceptance. If an offer or quotation contains a non-binding proposal and the Other Party accepts such proposal, BCFoods Europe B.V. shall be entitled to withdraw the proposal within two working days of receiving acceptance.
2. The prices stated in the offers, quotations, price lists and suchlike are exclusive of BTW (Dutch VAT) and – unless explicitly agreed otherwise in writing – any additional costs, such as transport expenses, shipment costs, administrative costs, weighing costs and expense claims from third parties engaged.
3. A draft estimate shall not oblige BCFoods Europe B.V. to deliver part of the proposal stated in this estimate for a corresponding part of the price.
4. If the proposal is based on the details supplied by the Other Party and these details are incorrect or incomplete or are subsequently amended, BCFoods Europe B.V. shall be entitled to adjust the prices and/or delivery deadlines stated in the proposal.
5. Offers, quotations and prices shall not automatically apply to subsequent orders.
6. Samples that have shown and/or provided, specifications of colours, dimensions, weights and other descriptions in brochures, promotion material and/or on the website of BCFoods Europe B.V. are as accurate as possible, but are only an indication. No rights can be derived from them, unless parties have explicitly agreed otherwise in writing.
7. If between the date of concluding the agreement and carrying it out, (cost) price increasing circumstances take place for BCFoods Europe B.V. as a result of legislation and regulations, currency fluctuations or price changes with respect to third parties or suppliers, etc. engaged BCFoods Europe B.V., BCFoods Europe B.V. shall be entitled to increase the agreed price and charge these to the Other Party.

Article 4: Engaging third parties

If required for the proper execution of the agreement, BCFoods Europe B.V. shall be entitled to have specific deliveries made or work carried out by third parties. This is at BCFoods Europe B.V. discretion.

Article 5: Delivery/completion deadlines

1. Agreed delivery dates can never be considered as binding deadlines. If BCFoods Europe B.V. fails to comply on time with its obligations under this agreement, it shall be placed in default in writing by the Other Party whereby it shall be granted a reasonable period in which to still fulfill its obligations.
2. BCFoods Europe B.V. shall be entitled to deliver parts whereby BCFoods Europe may invoice separately for each partial delivery.
3. The risk concerning the delivered goods shall pass to the Other Party at the time of delivery. The moment of delivery for the purposes of these General Terms and Conditions shall mean: the moment

the goods to be supplied will leave the premises, the warehouse or the storage shed of BCfoods Europe B.V., or the moment that BCfoods Europe B.V. has informed the Other Party that it may collect the goods.

4. Dispatch or transport of the goods ordered shall take place in a manner to be determined by BCfoods Europe B.V. but at the expense and risk of the Other Party. BCfoods Europe B.V. shall not be responsible for any damage of any nature whether or not occasioned to the goods themselves and which is linked to the dispatch of transport.
5. If it is not possible, due to reasons within the Other Party's sphere of risk to deliver to the Other Party (as agreed) the goods, or if the goods are not collected, BCfoods Europe B.V. shall be entitled to store these goods at the Other Party's expense and risk. Unless BCfoods Europe B.V. has expressly stipulated another deadline in writing, the Other Party shall give BCfoods Europe B.V. the opportunity within one month of the notice of the storage to deliver the goods or the Other Party shall be required to collect the goods within this period.
6. If the Other Party remains in default in fulfilling its obligation to collect the items after the period stated in paragraph 5 of this article, it shall be considered legally in default with immediate effect, BCfoods Europe B.V. shall then be entitled to dissolve all or part of the agreement with immediate effect without judicial intervention by giving written notice and to then sell the goods to third parties without this resulting in an obligation to compensate for damage, costs and interest.
7. The aforementioned shall not affect the Other Party's obligation to compensate for any (storage) costs, damage caused by delay, transport costs, loss of earnings or other losses.
8. BCfoods Europe B.V. cannot be obliged to commence delivery at an earlier stage than after receipt of all necessary details and any agreed (advance) payment from the Other Party, if this leads to delay, the delivery deadlines shall be extended proportionately.

Article 6: Weight

1. Sales may take place under the following conditions:
 - a. Original unloading weight;
 - b. Storage weight, which is taken to mean the weight determined at the start of the storage;
 - c. New weight, which is taken to mean the weight determined on purchase.
2. On sale on the condition of "storage weight" no more than six months may have elapsed since the weighing, with an exception for cloves, for which a period of 3 months applies.
3. Unless agreed otherwise, the gross weighing shall take place in ½ kilograms (pounds). When packed in cases, determination of the tare weight will be agreed for each delivery between parties. When using tare weights, this will take place by weighing 10% of the number of packages with 1/10 kilograms, with a maximum of 10 packages per shipment with similar packaging.

Article 7: Packaging

1. Unless agreed otherwise, goods shall be delivered in the packaging customary for the item concerned within the sector.

2. If BCFoods Europe B.V. delivers the goods in packaging designed to be used several times, the packaging shall remain BCFoods Europe B.V. property. The Other Party may not use this packaging for other purposes than for which it is intended.
3. BCFoods Europe B.V. shall be entitled to charge the Other Party a fee for this packaging. If the Other Party returns the packaging carriage paid within the agreed period, BCFoods Europe B.V. shall be obliged to take back this packaging and BCFoods Europe B.V. shall refund the fee charged to the Other Party.
4. If the packaging is damaged, incomplete or lost, the Other Party shall be responsible for such loss and shall forfeit its claim for reimbursement.
5. If the damage stated in paragraph 4 of this article exceeds the fee charged, BCFoods Europe B.V. shall be entitled to refuse to take back the packaging. BCFoods Europe B.V. can then charge the Other Party for the cost price of the packaging minus the fee paid by the Other Party.
6. If the packaging is intended for use only once, BCFoods Europe B.V. shall not be required to take back this packaging and it shall be obliged to leave this packaging with the Other Party. The Other Party shall then bear any costs for disposing of this packaging.

Article 8: Complaints and returns

1. The Other Party is obliged to check the goods delivered immediately after receipt and to state any visible defects, damage to the packing or packaging and/or differences in types or quantities on the consignment note or on the accompanying note. Should the consignment note or accompanying note be missing, the Other Party shall have to report the defects, damages and suchlike to BCFoods Europe B.V. in writing within 24 hours receipt of the goods.
2. Other complaints in view of the goods delivered must be reported to BCFoods Europe B.V. in writing immediately after discovery – yet ultimately within 8 days after receipt. All consequences of not immediately reporting these are at the risk of the Other Party.
3. The goods shall be considered to have been received in good condition and in accordance with the agreement if no complaint has been reported to BCFoods Europe B.V. within the periods stated in the previous paragraphs.
4. Unless delivery based on weight has been agreed, the goods ordered will be delivered in wholesale packaging in stock with BCFoods Europe B.V. Small differences in view of specified dimensions, weights, quantities, colours and suchlike, acceptable within the industry, are not considered as failures on the part of BCFoods Europe B.V.. In that case it is not possible to invoke the guarantee. Differences relating to specified dimensions, weights and quantities up to 5% more or less must be accepted.
5. Complaints shall not suspend the Other Party's payment obligations.
6. The Other Party shall enable BCFoods Europe B.V. to investigate the complaint and in his context, to provide BCFoods Europe B.V. with all information relating to the complaint. If the goods have to be returned in order to investigate the complaint, this shall take place at the Other Party's expense and risk unless the complaint turns out to be valid.
7. All returns shall take place in a manner stipulated by BCFoods Europe B.V. and in the original packaging and wrapping.

BCFoods Europe B.V.

BCFoods Global

8. No complaints can be lodged regarding imperfections on or characteristics of (nature) products, if these imperfections or characteristics are inherent to the nature of these products.
9. No complaints can be lodged regarding small mutual differences in colour, aroma and flavour.
10. No complaints can be lodged regarding goods that after receipt have been changed in nature and/or composition, or have been fully or partially processed, or treated or are no longer in their original packing or packaging.

Article 9: Guarantees

1. BCFoods Europe B.V. shall ensure that the agreed deliveries are carried out correctly and according to the norms applying in the branch but shall never provide a more extensive guarantee in this regard than that expressly agreed between the parties. Unless agreed otherwise, the goods shall be delivered under the condition “good tradable average quality”.
2. BCFoods Europe B.V. guarantees the customary normal quality of the goods supplied during their shelf life.
3. If a guarantee has been provided by suppliers for the goods supplied by BCFoods Europe B.V., this guarantee will apply similarly between parties. BCFoods Europe B.V. shall inform the Other Party about this.
4. BCFoods Europe B.V. shall not guarantee and shall never be considered to have guaranteed that the goods delivered shall be suitable for the purpose for which the Other Party wishes to work or process these or to use them or have them used unless it has expressly confirmed this to the Other Party in writing.
5. If the Other Party makes a justified claim under the warranty conditions, BCFoods Europe B.V. shall take care of the free replacement of the good or refund or reduce the agreed purchase price. This is at BCFoods Europe B.V. discretion. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.

Article 10: Liability

1. BCFoods Europe B.V. shall accept no liability other than the guarantees explicitly agreed of given by BCFoods Europe B.V..
2. If the goods or any part thereof supplied under the contract are processed, altered or tampered with in any way by the buyer, receiver of the goods or any other person, or if the goods have been sold or delivered to a third party, the quality of the goods shall be deemed to be accepted by the buyer. BCFoods Europe B.V. cannot be held liable anymore from date of delivery of the goods.
3. Microbiological values are valid until the day of delivery of the goods.
4. Without prejudice to that stated in paragraph 1 of this article, BCFoods Europe B.V. shall only be liable for direct damage. Any liability of BCFoods Europe B.V. for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
5. The Other Party shall be obliged to take all measures necessary to prevent or limit any damage.

BCFoods Europe B.V.

BCFoods Global

6. If BCFoods Europe B.V. is liable for any damage sustained by the Other Party, BCFoods Europe B.V. obligation to provide compensation shall at all times be limited to the amount paid by its insurer in the respective case. If BCFoods Europe B.V.'s insurer makes no payment of if the damage is not covered by any insurance concluded by BCFoods Europe B.V., BCFoods Europe B.V.'s obligation to provide compensation shall be limited to the invoice amount of the items delivered.
7. The Other Party shall commence proceedings against BCFoods Europe B.V. no later than six months after the point where it gained knowledge or should have gained knowledge of the damage it has sustained.
8. The Other Party may make no claim under the applicable shelf life or the guarantee nor may it hold BCFoods Europe B.V. liable on other grounds if the damage has occurred due to:
 - a. Improper use or use contrary to the purpose for which the goods delivered were intended or the directions, advice, leaflets, etc. provided by or on behalf of BCFoods Europe B.V..
 - b. Improper storage of the goods delivered;
 - c. Errors or incompleteness of the details provided for BCFoods Europe B.V. or prescribed by or on behalf of the Other Party;
 - d. Instructions or directions from or on behalf of the Other Party;
 - e. Treatments to the supplied goods that have been carried out by or on behalf of the Other Party, without the explicit prior permission of BCFoods Europe B.V..
9. The Other Party shall, in the cases stated in paragraph 6 of this article be fully liable for all damage flowing from this and shall expressly indemnify BCFoods Europe B.V. from all third party claims to compensate for this damage.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by BCFoods Europe B.V. its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall BCFoods Europe B.V. indemnify the Other Party against any third party claims.

Article 11: Payment

1. BCFoods Europe B.V. shall all times be entitled to demand (partial) advance payment or any other security for payment from the Other Party.
2. Payment should be made within 30 days after the date of the invoice unless the parties expressly agree otherwise in writing. The invoice shall be considered correct of the Other Party has not contested it within this payment deadline.
3. If an invoice has not been paid in full following expiry of the deadline stated in paragraph 2, the Other Party shall be liable to BCFoods Europe B.V. for late payment interest of two percent per month calculated cumulatively over the principal sum. Parts of a month shall be counted as full months.
4. BCFoods Europe B.V. shall also be entitled to charge the Other Party for out-of-court collection costs if payment is still outstanding following dunning by BCFoods Europe B.V..
5. The out-of-court collection costs stated in paragraph 4 in case of demands with a principal sum of up to €25.000,00 shall amount to:

- a. Fifteen percent of the amount of the principal sum for the first €2.500,00 of the demand (with a minimum of €40,00);
 - b. Ten percent of the amount of the principal sum over the next €2.500,00 of the demand;
 - c. Five percent of the amount of the principal sum over the next €5.000,00 of the demand;
 - d. One percent of the amount of the principal sum over the next €15.000,00 of the demand;
6. If the principal sum exceeds €25.000,00 BCFoods Europe B.V. shall be entitled to charge the Other Party out-of-court collection costs over the first €15.000,00 in accordance with paragraph 5 of this article and out-of-court collection costs of 10 percent on the remainder.
 7. For calculating the out-of-court collection costs, BCFoods Europe B.V. shall after one year be entitled to increase the principal sum of the demand by the cumulatively built up late payment interest in that year according to paragraph 3 of that article.
 8. If full payment by the Other Party is not forthcoming, BCFoods Europe B.V. shall be entitled to dissolve the agreement by giving notice in writing without any further notice of default or judicial intervention or to suspend its obligations under the agreement until payment has been received or the Other Party has provided proper security for this. BCFoods Europe B.V. shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
 9. BCFoods Europe B.V. shall first apply the payments made by the Other Party to settle all the outstanding interest and costs and then against the longest outstanding payable invoices unless the Other Party expressly states at the time of payment that the payment relates to a later invoice.
 10. The Other Party shall not be entitled to offset claims from BCFoods Europe B.V. against any counterclaims that it may have against BCFoods Europe B.V.. This shall also apply if the Other Party applies for (temporary) suspension of payment or is declared bankrupt.

Article 12: Reservation of ownership

1. BCFoods Europe B.V. shall reserve ownership of all goods delivered and to be delivered up until the point at which the other party has completely fulfilled all payments obligations towards BCFoods Europe B.V.
2. The payment obligations in paragraph 1 shall consist of the payment of the purchase price for the goods delivered and to be delivered plus any demands relating to work carried out in connection with the delivery and demands due to culpable shortcoming by the Other Party is fulfilling its obligations including the payment of compensation, out-of-court collection costs, interest and any penalties.
3. If this refers to the delivery of identical, non-individualized goods, the consignment of items relating to the oldest invoice shall be considered to have been sold first. Reservations of ownership shall therefore rest in any case on all items delivered, which at the time of claiming reservation of ownership were still in the Other Party's stocks, shop and/or property.
4. The Other Party may sell on goods subject to reservation of ownership in the context of normal business provided it has also stipulated reservation of ownership on the items delivered with respect to its customers.
5. As long as the goods delivered are subject to reservation of ownership, the Other Party shall not be entitled to pledge these items in any way or to put them at the disposal of a financier.

6. The Other Party shall be obliged to inform BCFoods Europe B.V. immediately in writing if any third parties assert reservation of ownership or other rights on the goods subject to reservation of ownership.
7. The Other Party shall be obliged to carefully preserve the goods subject to reservation of ownership and to ensure that they are identifiable as BCFoods Europe B.V.'s property until it has fulfilled all its payment obligations towards BCFoods Europe B.V.
8. The Other Party shall arrange for consequential loss insurance or fire and theft insurance, that the goods delivered subject to reservation of ownership are covered at all times and to make the insurance policy and the respective premium payment receipts available for inspection by BCFoods Europe B.V. on first demand.
9. If the Other Party contravenes the conditions of this article or if BCFoods Europe B.V. claims reservation or ownership, BCFoods Europe B.V. and its employees shall have the irrevocable right to enter the Other Party's premises and take back the goods subject to reservation of ownership without prejudice to BCFoods Europe B.V.'s right to compensation due to damage, loss of earnings and interest and the right to dissolve the agreement giving written notice without further notice of default.

Article 13: Bankruptcy and loss of power to dispose of property etc.

1. Without prejudice to that stated in the other articles of these General Terms and Conditions, BCFoods Europe B.V. shall be entitled to dissolve the agreement by giving written notice without any further notice of default or judicial intervention at the point where the Other Party:
 - a. Is declared bankrupt or files for bankruptcy;
 - b. Applies for (temporary) suspension of payment;
 - c. Is affected by enforceable seizure;
 - d. Is placed under guardianship or judicial supervision;
 - e. Otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Other Party shall be obliged at all times to inform the guardian or the administrator of the (content of the) agreement and these General Terms and Conditions.

Article 14: Force majeure

1. In the event of force majeure with respect to the Other Party or BCFoods Europe B.V., BCFoods Europe B.V. shall be entitled to dissolve the agreement by giving written notice to the Other Party without judicial intervention or to suspend its obligations towards BCFoods Europe B.V. for a reasonable period without being liable for any compensation.
2. Force majeure with respect to BCFoods Europe B.V. in the context of these General Terms and Conditions shall include: a non-culpable shortcoming by BCFoods Europe B.V., third parties or suppliers engaged by it or other serious grounds on the part of BCFoods Europe B.V.
3. Circumstances which are considered force majeure include: war, riot, mobilization, civil and foreign disturbances, government measures, strike within the organization of BCFoods Europe B.V. and/or

the Other Party or a threat of these and other circumstances, disturbance of the exchange rates when concluding the agreement, poor harvest, operational failures due to fire, burglary, sabotage, natural phenomena and suchlike as well as weather conditions, roadblocks, accidents and suchlike, transport difficulties and delivery problems arisen.

4. If the force majeure occurs after part of the agreement has already been carried out, the Other Party shall be obliged to fulfil its obligations towards BCFoods Europe B.V. up to that point.

Article 15: Cancellation and suspension

1. If the Other Party wishes to cancel the agreement prior to or during its carrying out, it shall be liable for compensation to be stipulated by BCFoods Europe B.V. This compensation shall include all costs already incurred by BCFoods Europe B.V. and the damage it incurs due to the cancellation as well as the loss of earnings. BCFoods Europe B.V. shall be entitled to set the aforementioned compensation and to charge the Other Party 20 to 100 percent of the agreed price at its discretion and depending on the deliveries already made.
2. The Other Party shall be liable towards third parties for the consequences of the cancellation and shall indemnify BCFoods Europe B.V. for claims from these third parties arising from this.
3. BCFoods Europe B.V. shall be entitled to offset all amounts already paid by the Other Party against the amounts of compensation owed by the Other Party.
4. When suspending the agreed deliveries at the request of the Other Party, the fees for all deliveries already carried out and all costs incurred up to that point shall be immediately payable and BCFoods Europe B.V. shall be entitled to charge these to the Other Party. BCFoods Europe B.V. shall also be entitled to charge the Other Party for all costs incurred or to be incurred during the suspension period.
5. If it is not possible to resume the carrying out of the agreement without judicial intervention by giving written notice to the Other Party. If the carrying out of the agreement is resumed following the agreed suspension period, the Other Party shall be obliged to reimburse BCFoods Europe B.V. for any costs due to the resumption.

Article 16: Applicable law/jurisdiction

1. The agreement entered into between BCFoods Europe B.V. and the Other Party shall be governed exclusively by Dutch law.
2. Any disputes shall be adjudicated by the competent court in the district where BCFoods Europe B.V. has its registered office although BCFoods Europe B.V. shall always be entitled to bring the dispute before the competent court in the district where the Other Party has its registered office.