

**GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF:
OERLEMANS FOODS NEDERLAND B.V., with its registered office and principal place of business in Venlo;
hereinafter referred to as: the User**

Article 1. Definitions

1. In these General Terms and Conditions, the following terms are defined as:
User: the user of the General Terms and Conditions;
Non-consumer: a client acting while running a business or exercising a profession;
Purchaser: non-consumer

Article 2 Applicability of these Terms and Conditions.

1. These Terms and Conditions apply to every offer and every contract between the User and the Purchaser to which the User has declared these Terms and Conditions applicable, insofar as the parties do not deviate from these Terms and Conditions explicitly and in writing. If an offer or contract is concerned between the User and the Purchaser in relation to potato products, the General Terms and Conditions for the Sale of Potato Products of the VAVI shall apply exclusively, and only these Terms and Conditions shall apply additionally insofar as nothing is regulated on the matter in the relevant VAVI Terms and Conditions.
2. If the User engages third parties in performing the contract concluded with the Purchaser, these Terms and Conditions shall also apply.

Article 3. Quotations

1. All price quotations and/or offers of the User are free of obligation and lapse 30 days at the latest from the date of the quotation or offer.
2. A contract between the User and the Purchaser shall not be deemed to be concluded until the Purchaser has signed the order confirmation and returned it to the User. If delivery immediately follows the order, the User's invoice shall also count as a written confirmation of the contract. An agreement made verbally shall only be binding on the User if confirmed by the User in writing.
3. Delivery times and other time limits mentioned in the offer for the work to be performed for the User are rough and only informative; exceeding them shall not entitle the potential Purchaser to claim damages or dissolution.
4. Unless stated otherwise, the prices indicated by the User are exclusive of transport, packing delivery, BTW (Dutch VAT) and other government levies.
5. The User shall charge the prices applicable on the date of shipment. Unless otherwise agreed, the prices shall apply ex works, or from the warehouse/cold store, and the net weight shall be charged.

Article 4. Delivery and transfer of risk

1. The Purchaser must take delivery of the purchased goods at the time they are delivered to it or at the time they are made available to it under the contract.
2. If the Purchaser refuses to take delivery or fails to provide information or instructions necessary for the delivery, the goods shall be stored at the Purchaser's risk. In that case, the Purchaser will owe the additional costs, including in any case the storage costs.
3. The quality, grading and description of the fresh vegetables to be delivered will be in accordance with the Oerlemans Foods specifications as stated in the order or order confirmation or otherwise agreed.

The quality, grading and description of the frozen vegetables to be delivered will be in accordance with the standards we apply internally at our company.
4. The User is entitled to deliver no more than 10% more or less weight. This difference shall be calculated according to the difference in weight between the goods delivered and the weight of the goods stated on the order confirmation.
5. The risk of damage, destruction, including spoiling, or loss of the goods to be delivered, all this in the broadest sense of the word, shall be transferred to the other party as soon as the goods leave the User's factory, or the User's warehouse or cold store, even if franco delivery has been agreed.

Article 5. Delivery time

1. The delivery times indicated by the User always apply by approximation and are never deadlines; exceeding them shall not entitle the purchaser to claim damages or dissolution.
2. In the event of late delivery, the Purchaser must put the User in default in writing and give the user a reasonable time still to perform its obligations.
3. The delivery time indicated by the User shall not start until it has signed the written order confirmation for approval and has received all necessary information from the Purchaser.
4. All forward sales are made subject to harvest.

Article 6. Partial deliveries

1. The user is allowed to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If goods are delivered in parts, the User shall be entitled to invoice each part separately.

Article 7. Dissolution of the contract

1. A contract between the User and the Purchaser may be dissolved immediately - without notice of default - in the following cases:
 - if after conclusion of the contract, the User has come to know about circumstances that give the User good reason to fear that the Purchaser will not fulfil its obligations;
 - if the User had asked the Purchaser upon concluding the contract to provide security for its performance and this security has not been provided or is insufficient despite a warning;
 - if the Purchaser does not, or does not properly or in good time fulfil any obligation under the contract concluded between the parties;
 - in the event of liquidation, insolvency or a moratorium on payment;
 - if after conclusion of a contract with the Purchaser, measures are taken by the Dutch or any foreign government, including supranational institutions, through which the import, transit or export of the sold goods and/or necessary raw materials is hindered in any way or influenced in a financially disadvantageous manner.
2. In the aforementioned cases, the User shall be entitled to suspend further performance of the contract, or to dissolve the contract, all this without prejudice to the User's right to claim damages.
3. If circumstances should occur with respect to persons and/or materials which the User makes use of or attempts to make use of in performing the contract, which are of such a nature that performance of the contract becomes impossible or so onerous or disproportionately expensive that performance of the contract can no longer be reasonably required, the User shall be entitled to dissolve the contract.

Article 8. Defects; complaint period

1. The Purchaser must inspect the delivered goods or have them inspected upon unloading. Unloading of the goods means: the moment the goods leave the User's factory if transport is provided by the User itself and at its expense, or the moment the goods are unloaded at the address indicated by the Purchaser, if transport is provided by the User. The Purchaser must check whether the delivered goods are in conformity with the contract, namely: whether the right goods have been delivered; whether the quantity of the delivered goods (for example the amount and the number) corresponds with what was agreed; whether the goods meet the agreed quality standards, or if there are none, the standards that may be set for a normal use and/or commercial purposes.

2. If visible defects or shortages are found, the Purchaser must inform the User of this in writing within 24 hours.
3. Non-visible defects must be reported by the Purchaser to the User in writing within two days of their discovery, but not later than within three months of delivery. The User will then be entitled to give a sworn controller the instruction to perform a quality control audit. The findings of this controller shall be binding on both the User and the Purchaser.
4. If a complaint should prove to be well-founded, the Purchaser may adjust the purchase price accordingly in consultation with the User.
The User shall never be bound to pay any damages, howsoever named, in this case.
5. Even if the Purchaser complains in good time, its obligation to pay and take delivery of the orders placed shall remain in force. The other party shall never be entitled not to pay invoice amounts or not to pay them promptly or to suspend the payment of invoice amounts, not in the event of complaints either.

Article 9. Payment

1. Payment must be made in cash, unless otherwise agreed, in manner indicated by the User in the currency of the invoice.
2. After expiry of the payment period, the Purchaser shall be in default by operation of law. From the moment of default, the Purchaser shall owe interest on the amount due of 1.5% per month, unless the statutory interest is higher, in which case the statutory interest shall apply.
3. In the event of the Purchaser's liquidation, insolvency or moratorium on payment, the claims of the User and obligations of the Purchaser towards the User shall be immediately due and payable.
4. Payment must be made without discount or setoff.
5. Payments made by the Purchaser shall always be used first of all to settle all interest and costs owed, and in the second place to settle the due and payable invoices that have been outstanding for the longest time, even if the Purchaser states that the payment relates to a later invoice.

Article 10. Collection costs

1. If the Purchaser has failed to perform or is in default of one or more of its obligations, all judicial and extrajudicial costs to obtain payment shall be at the Purchaser's expense. The amount to be paid by the Purchaser to the User for extrajudicial collection costs shall be at least 15% of the principal turned over for collection, plus interest, but shall amount to at least Euro 75.
2. If the User demonstrates that it has incurred higher costs, which were reasonably necessary, these shall also be eligible for compensation.

Article 11. Liability

1. The User shall only be liable to the Purchaser in the following manner:
 - a. The User shall only be liable if damage is caused through the intention or gross negligence of the User or its subordinates.
 - b. The User's liability shall in any case be limited to the amount equal to the invoice value of the transaction, or at least that part of the transaction to which the liability relates.

Article 12. Retention of ownership

1. All goods delivered by the User shall remain the property of the User until the Purchaser has performed all of the following obligations under all contracts of sale concluded with the User.
2. The purchaser shall not be entitled to pledge or otherwise encumber the goods subject to retention of ownership.
3. The User shall be entitled to enforce the rights ensuing from the retention of ownership as soon as the Purchaser defaults on its payment and/or other obligations vis-à-vis the User. The enforcement of the retention of ownership shall apply, unless otherwise agreed, as dissolution of the contract, without prejudice to the right to compensation of costs, losses and interest, including loss of profit on the part of the User.
4. The Purchaser give the User or a third party to be indicated by it irrevocable permission now for then, in all cases in which the User wishes to exercise its ownership rights, to enter all places where the property of the User will then be located and to take along the goods located there.
5. If third parties should attach goods subject to retention of ownership, or wish to establish or assert rights in them, the Purchaser shall be obliged as soon as reasonably can be expected to inform the User of this.
6. The Purchaser undertakes to insure and keep insured the goods delivered subject to retention of ownership against fire, explosion and/or water damage, as well as against theft, and to allow this insurance policy to be inspected upon first request.

Article 13. Disputes

1. With respect to all disputes arising from the contracts concluded between the User and the other party, the parties declare to subject the contract concluded between them to Dutch law in Europe and elect domicile at the User's offices in Venlo.

Therefore, the District Court of Roermond shall have exclusive jurisdiction to take cognizance of any disputes arising from contracts concluded between the User and the other party.
The User shall nevertheless be entitled to summon the other party before the court with jurisdiction according to the law.

Article 14. Force majeure

1. In these General Terms and Conditions, force majeure means, in addition to what it is understood to mean in the law and case law, all external causes, foreseen or not foreseen, beyond the User's control, but which prevent the User from performing its obligations, including strikes in the User's company, as well as, for example, stagnation in the electricity or water supply, machine breakdown, transport problems, revocation of permits etc.
2. During the force majeure, the delivery and other obligations of the user shall be suspended. If the period in which the User is unable to perform its obligations owing to force majeure lasts longer than 2 months, either party shall be entitled to dissolve the contract, without the existence of an obligation to pay damages in that case.
3. If the User has partially fulfilled its obligations at the start of the force majeure, or can only fulfil part of its obligations, it shall be entitled to invoice the already delivered or the deliverable part, and the Purchaser shall be bound to pay this invoice as if it concerned a separate contract. This, however, shall not apply if the already delivered or deliverable part does not have any independent value.

Article 15. Source of the Terms and Conditions

1. These General Terms and Conditions of Delivery and Payment have been filed with the registry of the District Court of Roermond, as well as with the Chamber of Commerce and Industry in Venlo.

The most recently filed version or versions are applicable, or the versions as they applied at the time of present transaction was concluded.