

GENERAL TERMS OF SALES AND DELIVERY

1. These terms are applicable to all our offers and sales.
2. General terms, which buyer uses, are not applicable, unless and insofar acknowledged by us in writing.
3. All offers are without any obligation. We are not bound by our offer in writing until we have confirmed its acceptance to buyer in writing.
4. If buyer is requested to return the duplicate of our confirmation to us signed, buyer is obliged to do so within fourteen days after the date of our confirmation. Failing to do so does not impair that which is stated under 1, 2 and 3, without prejudice to the rights we could derive from aforementioned failure.
5. Agreements, concluded orally with one of our employers do not bind us, unless after our confirmation thereof in writing.
6. We have the right to declare an agreement dissolved, prior its execution, by missive addressed to buyer, in the event the financial state of buyer give us cause thereto in all reasonability, without prejudice to our agreement on compensation, in case there are grounds for this, and without the declaration of dissolution providing any right of compensation to buyer's.
7. We are entitled to declare an agreement, which has been concluded, at our option, either dissolved or to postpone the execution thereof for a period which is not too disadvantageous to the buyer (without any party being able to claim compensation for one and other) if the implementation of the agreement is impeded, hampered or prevented in case of force majeure. By force majeure is understood amongst other things:
 - a. company breakdown or interruption of any kind, irrespective of its cause;
 - b. delayed or somewhat late delivery by our suppliers;
 - c. transport problems or obstacles of any kind whatsoever, due to which the transport to our company or from our company to the buyer is impeded or hindered;
 - d. not enough crop of the product to be supplied, in the event any agricultural product is involved.
8. The agreed price is increased, after the date of our confirmation, by the tax, import duties, excise duties, export levy, freight rates or insurance premiums, which have become due, or by the amounts which are involved with the increase of these charges after aforementioned date.
9. The agreed term of delivery is always approximately.
10. Without prejudice to the stipulation under 7 and also beyond the case of force majeure, any excess of time of delivery does not give buyer any right to dissolve the agreement and/or to compensation, unless buyer provides evidence of malice or gross negligence on our part.
11. Buyer is obliged to inspect the delivered goods upon arrival and at least prior to handling or processing, or to have inspected, on compliance with the quality or sort stipulated in the agreement, in default of which the supplied will be considered as accepted and fully in compliance with the agreed upon.
12. Without prejudice to that which is stated in the previous section, complaints about the delivered goods should be made to us by buyer in writing or by fax/e-mail within ten days after delivery.

13. In the event a complaint is valid, we are obliged, at our option, to make a new delivery, or to declare the agreement dissolved by crediting the buyer for the amount due. Any other claim or more, such as compensation for trading loss or consequential loss is ruled out.

14. As a complaint within the meaning of art. 12 can never hold good a complaint that is related to the usability of the delivered goods for the purpose for which buyer intends to use it, unless this usability has been guaranteed by us in the agreement.

15. In the event the goods are ready to be picked up by the buyer, irrespective of the manner of transport and delivery, and we have informed buyer hereof, the latter is obliged to immediately pick up. Non-compliance with this commitment entitles us to store the goods for customer's account, respectively to keep the goods in store and to bill customer without customer being able to refuse payment on account of the fact that the delivery has not taken place yet.

16. As soon as the means of transport have arrived at his place, the buyer is obliged to unload as soon as possible. Non-compliance with this commitment is subjected to the stipulation under art. 15., which applies accordingly.

17. The means of transport are at our option, without the choice being without prejudice to the stipulation of art. 7.

18. Each payment should take place within the period indicated on the invoice, net cash or on one of the accounts mentioned on the invoice and without the buyer having right to any discount not explicitly agreed upon, or to settings off debts.

19. The buyer is considered to default in payment, without any summons or notice of default being required, after expiry of the period referred to under art. 18, without payment having been made in that period, or in the event buyer files for a suspension of payment or is declared bankrupt before the period has expired.

20. In the case as referred in art. 19, buyer is due interest on the amount which has remained unsettled until the day of settlement, according to legal trade interest. Furthermore, buyer is due a penalty of 15% of the amount which has remained unsettled, on account of overdue payment, by the mere fact that we handed over the claim for collection.

21. In case the buyer is not established in the Netherlands, and the goods were not sold in euro's, the risk of depreciation of the currency in which is being sold with respect to the euro, on the day of payment by buyer to us, is for buyer's risk and this results to buyer's commitment to make good the difference.

22. All goods delivered remain our property until buyer has met all payment commitments, resulting from art. 18 until and including 21. Until then buyer has the right of a borrower for no consideration.

23. We are always entitled to take the goods without any prior warning in the event referred to in art. 19. Buyer irrevocably authorizes us thereto hereby, among which is included the right to enter the place where the goods are located and to remove the goods from there.

24. Only Dutch law is applicable to our agreement. This also applies in case it involves an agreement with a resident of a State, which has acceded to the Conventions of 1 July 1964, concluded in The Hague, providing for Uniform Laws on the International Sale of Goods and the Formation of Contracts for the International

Sale of Goods respectively, and the conclusion of such agreements, which acts are therefore explicitly ruled out.

25. In case the buyer is established in the Netherlands, the District Court of Breda, at our option, (in case this involves a claim of which a Court should take note) is competent to take note of disputes between buyer and us, or, at our option, the stipulation of the following article is applicable accordingly.

26 . In case the buyer is established outside the Netherlands, all disputes shall be settled by arbitration pursuant to the Rules of the Netherlands Arbitration Institute in Rotterdam, excluding any other or higher jurisdiction.

All our offers, sales and other agreements are made on the basis of our Unite Dutch Vegetables- and Fruitprocessing Industry as registered at the Chamber of Commerce at Breda.

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