

Sales conditions

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT OF THE PRIVATE LIMITED COMPANY VAN LEENDERT MAASTRICHT BV, WITH ITS REGISTERED OFFICE IN MAASTRICHT, THE NETHERLANDS.

1 Scope

1.1

These general terms and conditions apply to all our offers and sales agreements, unless otherwise agreed.

1.2

Stipulations varying from these conditions and/or supplements thereto are subject to the approval from our Board of Directors or sales manager and solely apply to the relevant agreement.

1.3

General terms and conditions, however described, are hereby explicitly excluded and declared not applicable.

2 Offers and prices

2.1

All our verbal and/or written offers are free from obligation, at all times, unless explicitly stated otherwise in writing.

2.2

Prices issued in foreign currency are based on the applicable exchange rates at the time of issue. In the event of devaluation of the relevant currency prior to invoicing, we shall be entitled to increase the sale price in accordance with the devaluation percentage.

2.3

All quotations are exclusive of VAT.

3 Formation of agreements

3.1

Purchase agreements the delivery of which is limited to € 22,500 can be formed verbally, by telephone or in writing. In that instance, the actual execution shall serve as evidence of the formation of the agreement and its contents.

3.2

Purchase agreements of which the value of the deliveries exceeds € 22,5000 can be formed subject to confirmation by the Board of Directors, by letter and/or fax/telex. The relevant purchase agreement shall be deemed to have been formed, if the buyer does not respond to the confirmation within 48 working hours.

3.3

All purchase agreements are entered into subject to the proviso that they are in accordance with the internal credit limit set by us for the buyer. If so desired, the buyer

shall receive our written confirmation in that respect within a term that can be deemed reasonable with a view to the scope of the agreement.

4 Delivery period

4.1

In the event the given delivery date is free domicile/from stock, only the week of delivery shall be normative, unless a more exact date of delivery has been explicitly agreed in writing.

In the event the delivery is free domicile/arrival vessel, the delivery date given by us shall not be binding. The delivery date given is only indicative.

In the event the delivery is CFR or FCA (Incoterms), the month of delivery given by us shall not be binding. The month of delivery given is only indicative.

In the event of deliveries from other continents, we cannot be held liable for late deliveries. In the event of such deliveries, the buyer must take into account delays, at all times.

4.2

In the event delivery is impossible and/or the delivery period is exceeded, regardless of the origin of the goods, we are not obliged to pay any compensation.

Exceeding the delivery period - also in the event of a substitute transaction - does not entitle the buyer to cancel the purchase or not to fulfil his payment obligations.

5 Delivery

5.1

The delivery of the goods shall be CFR (Incoterms, cost and freight) in the event of carriage by sea or inland shipping, shipped from an agreed Dutch port, and/or FCA (Incoterms, free carrier) in the event of carriage by road, at an agreed location in the Netherlands, unless explicitly deviated from this in the confirmation of order.

5.2

In the event of sales at CFR or FCA terms, the buyer shall be obliged to take out goods-in-transit insurance within 24 hours of the formation of the sale - also for us - and to produce documentary evidence of the insurance policy as well as timely payment of the premium owed, prior to delivery and to our satisfaction.

5.3

Delivery ex cold store unit can only take place during the opening hours of the cold store unit. Our cold store unit is situated at Punterweg 45 in Maastricht, the Netherlands and is open for the collection of orders during the following hours:

8am - 12.30pm, from 1 Aug to 1Jan

8 am - 12pm during the remaining months

5.4

In the event of delivery free domicile, the transport risk lies with the buyer.

5.5

In the event of free domicile/arrival vessel, the buyer must decide whether to take delivery of the goods within half an hour, on working days between 8am and 5pm. In order to unload the goods, the buyer shall be given 2 hours, insofar as not otherwise agreed.

Waiting time costs incurred due to exceeding the aforesaid time limit shall be at the expense of the buyer.

5.6

In the event that the agreement stipulates dates on which the buyer shall call off the goods, storage costs shall be payable by the buyer by operation of law and without notice of default being required, if exceeding any call-off date, which costs amount to € 0.02 per kilo (2005 price level) per commenced period of 28 days. This amount shall be invoiced and become due and payable as soon as a (new) period of 28 days has commenced. In that instance, the goods that should have been taken delivery of shall also be invoiced whereby, for the purpose of article 7 of these conditions, the date on which the purchase was planned shall be deemed the delivery date.

6 Complaints

6.1

The buyer is obliged to check the goods for defects within 48 hours of arrival, within the broadest sense of the word (this includes taking samples).

6.2

Complaints in respect of quantities and weights, insofar as identifiable, shall no longer be accepted after having signed for receipt of the delivery.

6.3

In the event of CFR or FCA delivery per container, the seller shall not be obliged to pay compensation in the event of deviations in weight and quantities of the goods within a +/- 2% margin.

6.4

Complaints in respect of defects, particularly with regard to deviations in quality, insofar as identifiable, must be submitted to us within 2 working days of receipt, in writing, with the exception of fresh produce.

Unidentifiable defects, particularly with regard to deviations in quality, weight or quality included, must be reported to us within 6 hours of the time that the defects could have reasonably been discovered and be confirmed to us in writing within 8 hours.

With regard to fresh produce, identifiable defects must be established immediately upon receipt. Complaints in respect of fresh produce shall no longer be accepted after having signed for receipt of the relevant delivery.

We cannot be held liable for unidentifiable defects in fresh produce, unless the buyer demonstrates that we were aware of this.

6.5

Submitting a complaint does not discharge the buyer from his payment obligations in accordance with article 7 of these conditions, unless the complaint has been accepted by us, in writing.

6.6

In the event of a complaint having been accepted by us, we can either take the goods back and refund the purchase price or replace the goods, this shall be at our discretion. In this instance, the buyer shall not be entitled to any compensation.

6.7

The goods can only be returned by the buyer subject to the written approval from the Board of Directors or the sales manager. Return shipments shall be at the risk and expense of the buyer.

7 Payment

7.1

The first shipment for a buyer shall be sent cash on delivery. The cash on delivery charge shall be deemed validly paid, subject to the relevant consignee having signed the invoice and receipt and having provided the paperwork with his/her full name, in capital letters.

7.2

In all other instances, payment terms are 14 days of the delivery date, also if the buyer did not receive the invoice and/or received the invoice late.

7.3

The purchaser has only paid if the invoice amount has been credited to our bank account, also when paying by cheque. If payment is not received within the agreed payment terms, the amount owed shall become immediately due and payable, without a notice of default being required. In that instance, the interest referred to below shall also become due and payable.

7.4

The costs incurred by us within the framework of a collection of any amount owed to us, including judicial and extrajudicial costs and any other costs of legal assistance, also insofar as these costs are not awarded by a court, shall be at the expense of the buyer, unless we are ordered by the court to pay the costs as the unsuccessful party.

The level of the extrajudicial collection costs is hereby set at 15% of the principal sum plus interest, or so much higher as the actual costs appear to be, and shall be binding. The costs incurred shall be owed by the mere engagement of the bailiff or lawyer by us. Interest owed by the buyer in the event of late payment amounts to 1% of the invoice amount for each month, or part thereof, past the due date. The default interest shall be added to the principal sum after 1 year.

7.5

The buyer shall never be entitled to a payment discount, to deduct amounts from the invoice amount, or to suspend payment, for whatever reason. Our credit notes, however, can be set off at all times.

7.6

In the event of non-payment of any amount due and payable, an application for a moratorium, liquidation or winding-up of the business of the buyer or attachment of the property of the buyer, we are entitled to terminate the agreement and/or any parts thereof yet to be executed and to repossess any goods not yet paid for, without prejudice to the right to compensation for any lost profits and/or damage incurred, directly and/or indirectly. In this instance, any claim we have against the buyer shall become immediately due and payable.

7.7

We are at all times entitled to demand from the buyer a bank guarantee for the purchase price, or part thereof, or similar security.

8 Retention to title

8.1

All goods delivered remain our property until the buyer has fulfilled his payment obligations towards us in respect of any delivery or work carried out, in full, including any damage or losses, interest and costs.

8.2

The buyer undertakes to maintain the identification of the goods at all times and, in the event of the loss or absence thereof, to clearly mark these, in order to rule out any doubt in respect of the origin of the goods, the party who they were delivered to and the contents of the delivery.

8.3

The buyer is not entitled to sell the goods, to transfer the title and/or to make these otherwise available to third parties or to encumber them in any other way, prior to the time of transmission of ownership referred to in article 8.1.

8.4

As appropriate, we shall be entitled to gain access to the premises where the goods are stored and the buyer shall render us every assistance in order to enable us to repossess those goods.

8.5

The buyer hereby establishes a right of pledge for us on all claims he may obtain or may have obtained in respect of the sale of the goods delivered to third parties and/or payments by virtue of insurance of these goods and undertakes towards us to do all that is deemed useful or desirable for establishing and exercising our right of pledge, upon first request, including drawing up an instrument and registering this, as well as notifying the third party.

8.6

As regards deliveries to Germany, the parties explicitly agree that the property law consequences in respect of the retention to title of the goods destined for export to Germany are governed by German law and the following provisions of article 8.7 shall replace those of articles 8.1 to 8.4.

8.7 Eigentumsvorbehalt

1 Die Ware bleibt bis zur Erfüllung aller Forderungen, die uns aus jedem Rechtsgrund gegen Käufer zustehen, unseres Eigentum.

2 Verarbeitung oder Umbildung erfolgen stets für uns, jedoch ohne Verpflichtung für uns. Entsteht durch Verarbeitung oder Umbildung der Ware Miteigentum für uns und Käufer, so wird bereits jetzt vereinbart, dass das Miteigentum des Käufers an der einheitlichen Sache wertanteilmäßig (Rechnungswert) auf uns übergeht. Käufer verwahrt das Eigentum für uns unentgeltlich. Die Ware, an der uns Eigentum zusteht, wird als Vorbehaltsware bezeichnet.

3 Käufer ist berechtigt, die Vorbehaltsware im ordnungsgemäßen Geschäftsverkehr zu

verarbeiten und zu veräußern, solange er nicht in Zahlungsverzug ist.

4 Verpfändungen oder Sicherungsübereignungen sind unzulässig, sofern wir dem nicht ausdrücklich und schriftlich zugestimmt hat.

5 Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund (Versicherung, unerlaubte Handlung etc.) bezüglich der Vorbehaltsware entstehenden Forderungen tritt Käufer bereits jetzt sicherungshalber im vollen Umfang an uns ab, weil wir die Abtretung annehmen. Wir ermächtigen Käufer jedoch widerruflich, die an uns abgetretenen Forderungen für deren Rechnung im eigenen Namen einzuziehen. Auf unsere Aufforderung hin wird Käufer die Abtretung offenlegen und jedem die erforderlichen Auskünfte und Unterlagen geben. Weigert sich Käufer dazu, sind wir berechtigt, dies selbst zu tun und die Forderung auf Kosten des Käufers selbst einzuziehen.

6 Bei Zugriffen Dritter auf die Vorbehaltsware wird Käufer auf unseres Eigentum hinweisen und diese unverzüglich benachrichtigen. Soweit Käufer dem nicht nachkommt, hat er sämtliche dadurch entstehenden Kosten und Schäden an uns zu ersetzen.

7 Bei vertragswidrigem Verhalten des Käufers, insbesondere Zahlungsverzug, sind wir berechtigt, die Vorbehaltsware auf Kosten des Käufers zurückzunehmen oder ggf. Abtretung der Herausgabeansprüche des Käufers gegen Dritte zu verlangen.

8 In der Zurücknahme sowie in der Pfändung der Vorbehaltsware durch uns liegt kein Rücktritt vom Vertrag.

9 Übersteigt der Wert der Vorbehaltsware oder der abgetretenen Forderungen die Forderungen von gegen Käufer um mehr als 15%, so haben wir die Ware/Forderungen um den übersteigenden Wertanteil auf Verlangen des Käufers freizugeben.

9 Force majeure

9.1

In the event of a permanent situation of force majeure, we shall be entitled to terminate the agreement with immediate effect without being obliged to pay any compensation.

9.2

In the event of a temporary situation of force majeure, we shall be entitled to either suspend the execution of the agreement or to terminate the agreement with immediate effect, without being obliged to pay any compensation.

9.3

A temporary or permanent situation of force majeure is taken to mean all circumstances that prevent the execution of the agreement, even though these circumstances could have been foreseen at the time the agreement was concluded, including fire, war, the threat of war, state of siege, mobilisation, hostilities, lockout or lack of workers, transport problems, import, export or transit bans, non-delivery or late delivery by our suppliers, stagnation in ports or during transport, strikes and all other circumstances that could not have reasonably been prevented by the seller.

10 Liability

10.1

The seller does not accept any liability for any direct and/or indirect damage or losses as a result of e.g. business shutdowns, delays or interruptions or for any other trading or consequential losses, for whatever reason or of whatever nature.

10.2

The seller can only be held liable for damage towards the buyer for damage or losses if the buyer demonstrates that the damage or losses were sustained due to intention or gross negligence on the part of the seller.

10.3

The seller is obliged to indemnify and reimburse us in respect of all third-party claims for compensation, for which our liability towards the seller is excluded in these conditions, including product liability.

11 Product liability

11.1

This provision in respect of product liability only applies insofar as the goods delivered by us must be deemed products within the meaning of the Product Liability Act.

Insofar as the products delivered by us originate from hunting, any consequences in direct relation to this shall not be deemed defects within the meaning of the Product Liability Act, regardless of whether the products have been treated or processed or not. The buyer shall be obliged to notify his subsequent buyer, including the consumer, of the possible consequences of hunting referred to above.

11.2

The seller can only be held liable for personal injury suffered by the buyer or third parties due to a defect of the product, provided it is demonstrated that this injury has been caused by the intention and/or gross negligence on the part of the seller and/or a person for whom he is responsible.

11.3

The seller is not liable for damage to other property if the products are in the possession of the buyer. Nor shall the seller be liable for products that have been manufactured by the buyer with or by means of the products that have been delivered. The seller shall not be liable for any other direct or indirect damage or losses as a result of a possible defect of the product delivered.

12 Dispute settlement procedure, applicable law and choice of forum

12.1

All disputes arising from or in relation to quotations and/or offers issued by and/or agreements concluded with us shall solely and in first instance be settled by the District Court of Maastricht.

The provision of the preceding paragraph of this article solely applies to us; we are therefore at all times entitled to apply to the competent court.

12.2

All our agreements are solely governed by Dutch law, whereas the Vienna Sales Convention (CISG - Convention on the International Sale of Goods) is explicitly excluded.