

General conditions for the food and luxury business, determined by the Stichting Centraal orgaan voor de Voedings- en Genotmiddelenbranche (COVEG).

Registered at the registry of the district court in Amsterdam, under number 46/1998, and at the Chamber of Commerce in Amsterdam under number 5204.

1. Application/conversion

- 1.1 These General Conditions apply to all legal relationships between the enterprises affiliated with COVEG, and to enterprises which have been granted permission for its use (hereafter to be termed "the supplier"), and their opposing parties, including offers and future (legal) relationships.
- 1.2 These General Conditions can only be deviated from in writing.
- 1.3 Any agreed upon conditions deviating from these General Conditions do not entitle the opposing party to the application of those conditions in other (legal) relationships.
- 1.4 If on the basis of judiciousness and fairness, or the unfairly damaging character, no appeal can be made to any condition in the General Conditions, that condition will acquire a meaning that corresponds, with regard to contents and intent, to the greatest extent possible, so that indeed an appeal on it can be made. In that event the remaining conditions in these General Conditions will remain valid.

2. Offers/establishment of the agreement

- 2.1 Each offer on the part of the supplier is free of engagement and should be considered as one whole, unless this has been expressly deviated from in writing.
- 2.2 If the opposing party places an order, the agreement will only be effected by the supplier accepting it in writing, or by making a start with its execution.

3. Prices

- 3.1 All prices are ex warehouse and exclusive of value added tax (VAT).
- 3.2 Changes in purchase prices, labour and material costs, National Insurance contributions and government charges, freight, customs tariffs, insurance premiums and other costs relating to the agreed upon performance entitle the supplier to change the price. Should the supplier change the price within three months after signing the agreement, the opposing party will then be entitled to cancel the agreement on that basis.

4. Delivery

- 4.1 Delivery takes place at the address of the opposing party, unless explicitly agreed otherwise.
- 4.2 The opposing party is bound to take up the purchases at the moment at which they are made available to him, or at the moment they are delivered to him. Furthermore the opposing party is obliged to provide sufficient loading and unloading facilities, and to ensure the shortest possible waiting time for delivery. Should the opposing party refuse delivery, or be negligent in the provision of information, instructions, or sufficient loading and unloading facilities that are necessary for delivery, then the supplier will be entitled to charge all costs involved in that delivery to the opposing party.
- 4.3 The risk regarding the delivered goods passes on to the opposing party at the moment of delivery.

5. Time of delivery

- 5.1 The time of delivery quoted by the supplier is based on the circumstances applicable at the time of the agreement and, as far as being dependent on the performance of third parties, on the data supplied by those third parties. The time of delivery serves as an indication and not as a fatal term. The supplier will exert himself to observe the agreed time of delivery to the greatest extent possible.
- 5.2 If time of delivery is exceeded, the opposing party will not be entitled to any damages. Nor is the opposing party entitled to cancel the agreement, or to suspend the liabilities ensuing from this agreement, unless time of delivery is exceeded to such an extent that the opposing party can in all fairness not be expected to maintain the section concerned of the agreement, or not to suspend his liabilities. Only in that event will the opposing party be entitled to cancel the relevant section of the agreement, or to suspend the liabilities directly ensuing from the relevant section of the agreement.
- 5.3 Time of delivery commences on the day of realisation of the agreement.

6. Partial delivery

- 6.1 The supplier is entitled to the partial delivery of sold goods. This does not apply if a partial delivery has no separate value. If the goods are delivered in parts, the supplier will be entitled to invoice each part separately.

7. Transport/risk

- 7.1 Transport and/or dispatch takes place for account and risk of the supplier. If the goods sold are delivered at the opposing party by the supplier, or by a transporter contracted by the opposing party, the goods will be at the risk of the opposing party from the moment of delivery, also if ownership has not yet passed to the opposing party.

8. Packaging

- 8.1 The multiple-use packaging remains the property of the supplier. It is mandatory for the opposing party to return the packaging material to the supplier. This occurs for account of the opposing party.
- 8.2 The supplier is entitled to set a date for the return of the packaging material, before which this should occur.
- 8.3 The supplier is bound to take back the packaging lent to the opposing party at the price for which the opposing party was invoiced, unless at least three months before the date on which another price would apply, announcement of this change has been made to the opposing party. This condition does not apply when the opposing party exceeds the term specified in section 2.

9 Property reservation (article D of old conditions)

- 9.1 The goods supplied by the supplier will remain the property of the supplier until the opposing party has settled the bill. The property reservation also holds good for the claims that the supplier might obtain against the opposing party because of deficiency of the opposing party in one or more of its obligations towards the supplier.
- 9.2 Goods supplied by the supplier, which by virtue of section 1 are not covered by the reservation of property, can only be resold or used within the framework of ordinary business practice. In the event of reselling to third parties it is mandatory for the opposing party to insist on property reservation.
- 9.3 The opposing party is not permitted to pawn the goods, or to establish any other claim on them.

10. Payment and security

- 10.1 Invoices of the supplier must be paid no later than the due date of the invoice, in a way to be indicated by the supplier. The date of payment is the due date on which payment is received by the supplier.
- 10.2 Payment should be made in the agreed upon currency without settlement, reduction or postponement for whatever reason.
- 10.3 In the event of untimely payment the opposing party is in default, and will owe an interest to the amount of 1.5% per (part of a) month with a minimum of the legal interest per year.
- 10.4 In the event of untimely payment, liquidation, bankruptcy or suspension of payment on the part of the opposing party, all obligations to pay of the opposing party will fall due immediately, regardless of whether the supplier has already sent an invoice or whether prefinancing has taken place, and the supplier is authorised to suspend any further execution of the agreement, or to proceed to the cancellation of the agreement, one and the other without prejudice to the supplier's right to claim damages.
- 10.5 In the event of untimely payment extrajudicial collecting charges are invoiced in accordance with the collecting rates of the Dutch Bar.
- 10.6 The supplier is always entitled to settle that which is due or which can be claimed of the opposing party by means of a counterclaim, due or not, of the opposing party against the supplier. In the event the supplier's claim against the opposing party is not yet due, the supplier will not use his power of settlement, unless the counterclaim of the opposing party is seized, or redressed in any other way, a limited indefeasible right is established on the counterclaim, or unless the opposing party transfers its counterclaim under a special title. If possible the supplier will inform the opposing party of his power of settlement in advance.
- 10.7 At the supplier's first request it is mandatory for the opposing party to give security, immediately, satisfactorily and in the form desired by the supplier. If necessary this must be supplemented for the fulfilment of all his obligations. As long as the opposing party has not met these demands, the supplier is entitled to suspend his obligations.
- 10.8 If, after a reminder to that effect, the opposing party does not comply with a request as indicated in the previous section within a fortnight, all its liabilities will fall due immediately.

11. Liability

- 11.1 If the supplier imputably defaults in the observance of his obligations, he can exclusively be held liable with regard to the substitute damages, which is to say the compensation for the performance in arrear. The supplier is not liable for any other form of damages including:
- supplementary damages in whatever form;
 - indirect damages;
 - consequential damages;
 - damages because of loss of profit;
 - damages because of delay;
 - damages as a result of the provision of inadequate cooperation, information or materials by the opposing party;
 - damages because of information or advice given by the supplier, the contents of which do not explicitly form part of a written agreement.
- 11.2 Liability caused by defaults is limited to the invoice price that has been charged by the supplier.
- 11.3 The opposing party's right to a penalty or damages only arises, if after arising the opposing party has reported the damages to the supplier in writing in as fast a way as is reasonably possible.

- 11.4 Any title to payment of an agreed penalty or to compensation of damages expires with the lapse of a year after the occurrence which made the penalty fall due or which caused the damages, unless judicial recovery has been commenced within the term specified.
- 11.5 The opposing party indemnifies the supplier against all damages the supplier might suffer as a consequence of claims by third parties that are related to the goods supplied by the supplier.
- 11.6 That which is stipulated in this article does not impede the legal liability of the supplier on the basis of the legally compelling stipulations. In that event the supplier owes an amount of up to □1,000,000.00 per occurrence, or per related chain of occurrences.

12. Faults; terms of complaint; return shipments

- 12.1 The opposing party should inspect the delivered goods upon delivery. In doing this the opposing party should verify if the goods supplied correspond to the agreement, that is to say:
- whether the correct goods have been delivered;
 - whether the goods supplied correspond with those agreed upon with regard to quantity and number;
 - whether the goods supplied meet the demands that can be made for normal use and/or commercial purposes.
- 12.2 Should visible faults and deficiencies be established, then the opposing party should state them on the delivery bill, the invoice and/or the transportation document
- 12.3 Non-visible defaults should be reported to the supplier by the opposing party within 8 days of delivery. This must be done in writing and the defaults should be motivated, while stating the invoice data.
- 12.4 Complaints on invoices should be reported to the supplier in writing by the opposing party within 8 days of the invoice date.
- 12.5 If the opposing party does not report faults or complaints within the terms specified, his complaint will not be attended to and his rights will lapse. The opposing party's right to compensation or replacement of goods supplied lapses if the goods - the complaints are about - have been processed, treated or have not been stored correctly, or if the storage life of the relevant goods has expired at the moment a complaint is lodged.
- 12.6 Claims and pleas, based on facts that would justify the proposition that the delivered goods do not meet the agreement, become prescribed one year after delivery.
- 12.7 Return shipments are made after consent of the supplier. Return shipments that are made without consent of the supplier will be kept at his disposal by the supplier for account and risk of the opposing party.

13. Cancellation of the agreement

- 13.1 If the opposing party does not meet any obligation from the agreement with the supplier, does not meet it in time or in an appropriate way, and also in the event of bankruptcy, suspension of payment or the opposing party being under legal restraint, or in the event of closure or liquidation of the enterprise, the supplier is entitled, after having defaulted the opposing party in writing, to suspend the execution of the agreement without any legal intervention and without any obligation to damages and without prejudice to the rights belonging to the supplier. In those events all claims the supplier should have against the opposing party fall due immediately and completely.
- 13.2 If proper observance by the supplier of the obligations arising from an agreement with the opposing party is wholly or partly, be it temporarily or permanently, impossible as a result of one or more circumstances which are not to the account of the supplier, among which are also included the circumstances specified in article 14, then the supplier is entitled to cancel the agreement.

14. Force Majeure

- 14.1 Force majeure is understood to refer to circumstances which impede the observance of the agreement, and which cannot be attributed to the supplier. If and as far as these circumstances render the observance impossible or impede it unreasonably, force majeure will include: strikes in other companies than that of the supplier, unofficial strikes or political strikes in the company of the supplier, a general lack of necessary goods or services needed for the coming into being of the agreed performance, with anticipated stagnation with the suppliers or other third parties on which the supplier is dependent, general transport problems, fire, government measures, among which are included prohibitions on import and export.
- 14.2 Should force majeure outlast six months, then both parties are entitled to cancel the agreement. In that event the supplier is not entitled to any damages.

15. Applicable law/competent judge

- 15.1 All legal relationships between the supplier and the opposing party are subject to Dutch law.
- 15.2 Disputes between the supplier and the opposing party which belong to the competence of the district court are exclusively settled by the judge in the place of business of the supplier, unless the supplier as plaintiff or requesting party opts for the competent judge in the place of residence or place of business of the opposing party.