

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT of AMA FOOD GROUP B.V. (hereinafter: "AMA"), having its registered office at Ter Steeghe Ring 55, 3331LX, Zwijndrecht, The Netherlands. Registered at the chamber of commerce under number 73349445

1 General

- 1.1 These General Terms and Conditions (hereinafter: "Terms and Conditions") apply to the provision by AMA of products and all offers, orders and/or agreements between AMA and the Purchasers for the sale and delivery of products, goods and/or services. Any deviations must be confirmed in writing by AMA and will only apply to the relevant offer/order/agreement.
- 1.2 The "Purchaser" is to mean any natural person or legal entity to whom or which AMA supplies products or delivers services. Including their representatives, attorneys, legal successors and heirs.
- 1.3 General terms and conditions applied by the purchaser are non-binding on AMA, unless AMA has agreed in writing.
- 1.4 In the event of a written agreement by AMA with the applicability of one or more deviating terms and conditions, these Terms and conditions will remain binding in all other respects.
- 1.5 If a provision of the Terms and Conditions turns out not to apply, the other provisions will remain in full force. The not applicable provisions will be replaced by a provision that is in line with the Terms and Conditions.

2 Applicability, Agreements and Changes

- 2.1 These Terms and conditions apply to all agreements between AMA and Purchaser or between AMA and Seller.
- 2.2 AMA will regard an order placed by the purchaser as an irrevocable offer.
- 2.3 AMA is only bound by an order placed with AMA from the Purchaser if and as soon as AMA has confirmed this in writing within 3 working days of receipt of the order, or if AMA has commenced performing such order. AMA reserves the right to determine the date of delivery upon confirmation, unless this is confirmed otherwise in writing.
- 2.4 The Purchaser and/or seller shall notify AMA in a timely fashion and in writing in case of any desired changes after placing the order. Such changes are only binding when AMA has also confirmed these in writing.
- 2.5 Any costs that may occur due to changing the order after placement, will be on the account of the Purchaser/Seller. If such changes lead to a cost reduction, the Purchaser/Seller can not derive any right from this with regard to the purchase/selling price.
- 2.6 Any changes to an order, after placement, may lead to AMA exceeding the delivery period it indicated prior to the changes. This can not be used against AMA.
- 2.7 An order accepted by AMA can only be cancelled with AMA's written consent. In that case, the Purchaser/Seller who has cancelled the order in full (or partly) will be required to compensate AMA for all occurred costs.
- 2.8 AMA will only be bound by undertakings made by employee(s) if these have been confirmed in writing by AMA.
- 2.9 Orders, order confirmations or other correspondence via email, fax, whats app (or any other written form of communication) are accepted by the parties as legally binding correspondence.
- 2.10 An agreement will be established as soon as the Purchasers confirmation will reach AMA. With confirming the order, the Purchaser accepts the Terms and Conditions from AMA and will decline the Purchasers own general Terms and Conditions.

3 Offers and quotations

- 3.1 All offers and price lists by AMA are free of obligation, unless the offer states otherwise.
- 3.2 Descriptions and prices on offers/price lists are given subject to reservation and apply only by approximation. The purchaser can not derive any rights from any errors in an offer or price list.
- 3.3 If an offer from AMA comprises a non-binding proposal and the Purchaser accepts this proposal, AMA has the right to withdraw the proposal within 5 days of receipt of the Purchasers confirmation.

4 Delivery

- 4.1 Without prejudice article 2.3, the delivery date will be determined by AMA and the purchaser. If AMA indicates a delivery period, it will only apply by approximation and not as guarantee.
- 4.2 The delivery period will commence when AMA has all the information needed and the Terms and Conditions for the order are met.
- 4.3 AMA will not be obliged to meet the delivery deadlines in case of a delay by AMA's suppliers.
- 4.4 If the Purchaser will not accept the confirmation within 24 hours after receiving the confirmation, AMA will consider the agreement (and the Terms and Conditions) as accepted.
- 4.5 If delivery of the goods is delayed for reasons to be attributed to the Purchaser, the risk of deterioration and loss/ destruction of the sold products shall pass to Purchaser at the time of anticipated delivery of the goods. Required storage after risk passing shall be on the account of Purchaser.

5 Sales and Prices

- 5.1 All prices in offers and/or price lists are in EUR, unless stated otherwise.
- 5.2 All prices will be offered CFR, according to the Incoterms of I.C.C. (2010), unless stated otherwise in the order confirmation of AMA.

5.3 All prices are excluding tax and or other taxes.

6 Payment

- 6.1 The purchaser is obliged to transfer the agreed amount to AMA within the confirmed payment term. When there has been no term confirmed, the Purchaser will have to transfer the payment within 14 days of the invoice date.
- 6.2 Payment is considered to be made once AMA is in possession of the amount or the amount has been credited to AMA's bank account.
- 6.3 Unless agreed otherwise, AMA always has the right to deliver against advance payment.
- 6.4 The payment has to be done in The Netherlands, unless confirmed otherwise in writing.
- 6.5 The Purchaser herewith has no longer the right of set off, settlement and suspension of performance.
- 6.6 When the payment period takes longer than the 14 days referred to in article 5.1 of these Terms and Conditions, the Purchaser shall - without prejudice to any other rights of AMA - owe AMA a monthly 7% of interest of the total invoice amount. In that event, AMA will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or satisfactory security has been provided. At the end of each year, the amount over which the interest is calculated is increased by the amount of interest payable over that year.
- 6.7 All (reasonable) judicial costs incurred by AMA as a consequence of the Purchasers failure to comply with its payment obligations will be for the account of the Purchaser. These costs are set at a minimum of 30% of the outstanding invoice amount, with a minimum of 500 EUR.
- 6.8 Payments made by the Purchaser will always first be used to settle all charges and interest due and subsequently to settle the oldest payable invoice, even if the Purchaser states that the payment relates to a later invoice.

7 Retention of Title

- 7.1 All goods delivered and yet to be delivered will remain AMA's exclusive property until all claims that AMA has or will obtain against the Purchaser have been paid in full.
- 7.2 As long as the goods are still owned by AMA, the Purchaser is not entitled to pledge goods or grant third parties any other rights to the goods.
- 7.3 The Purchaser undertakes upon AMA's first request to cooperate in creating a right of pledge in the claims to the Purchaser has or will obtain against its purchasers pursuant to the onward supply of goods.
- 7.4 In case third parties seize the goods the delivered products or in case the Purchaser is placed in administration or becomes insolvent, the Purchase has to give immediate written notice of the retention of title to AMA's products. In pain of an immediate penalty of 7.500 EUR or - if higher- the purchase price of the products.
- 7.5 The Purchaser must store the delivered goods under retention of title with due care and as the recognisable property of AMA.
- 7.6 The purchaser shall take out adequate insurance for the products against theft ,damage or loss of product, or any other form of a loss in value/goods.
- 7.7 If the buyer is in default with its payment obligations, has payment difficulties or such difficulties are impending, AMA is entitled to repossess the goods delivered under retention of title and still held by the Purchaser. The Purchaser is also obliged to give AMA free access to the goods at any given time.

8 Complaints

- 8.1 The Purchaser is obliged to examine the delivered products thoroughly immediately upon receipt to ascertain whether they conform with the agreement.
- 8.2 Claims concerning missing goods shall be made in writing and submitted to AMA within 48 hours after delivery of the goods together with a report from an independent party.
- 8.3 Claims concerning the quality (or quantity) of the goods shall be made within 48 hours after receiving the goods. The Purchaser must provide AMA a reasonable opportunity to inspect the goods in unaltered condition in order to evaluate the claim.
- 8.4 Every right to assert a claim shall lapse if the Purchaser itself makes/procures changes or repairs with regard to the products, if the products are used for other than regular business purposes or if the products have been treated or maintained without due care or inexpertly. The Purchaser can only complain about products that are in the condition in which they were delivered.
- 8.5 A complaint regarding one or more delivered products does not prejudice the Purchaser's (purchase and payment) obligations with regard to other products delivered or to be delivered by AMA.

9 Liability

- 9.1 AMA is only liable towards the Purchaser for damage as a direct consequence (direct damage) of gross negligence or wilful intent on the part of AMA.
- 9.2 In no event will AMA be liable for;
- indirect damage, including, but not limited to: loss of profits, consequential damage or loss due to delays on the part of the Purchaser, due to any cause whatsoever. The Purchaser must take out insurance for such damage or loss where necessary;

- any damage caused by any acts or omissions of the Purchaser or third parties in contravention of the instructions issued by AMA, or in contravention of the order and the terms and conditions;
 - damage of any nature whatsoever caused by or arising after the putting into operation, processing, handling or delivery to third parties of the delivered products by the Purchaser, or caused by or arising after the procurement by the Purchaser of the putting into operation, processing, handling or delivery to third parties;
 - any damage caused by the acts and/or omissions of third parties, including agents engaged by AMA.
- 9.3 The Purchaser shall indemnify AMA and hold it harmless from and against any and all claims for damages by third parties, save in the event of intent or gross negligence on the part of AMA. In addition, the Purchaser shall indemnify AMA and hold it harmless from and against any and all claims by third parties related to or ensuing from the use by the Purchaser of products delivered or services performed by AMA.
- 9.4 Any employees of AMA that are held liable may invoke the provisions of this article as if they were a party to the agreement between AMA and the Purchaser.

10 Security

- 10.1 If AMA has cause to suspect that the Purchaser will be unable to perform its obligations under the agreement, the Purchaser is obliged upon AMA's first request to provide satisfactory security for the complete performance of all its obligations with regard to agreements performed or yet to be performed by AMA in full or in part, in a manner to be indicated by AMA.

11 Expiry periods of claims/complaints

- 11.1 Any legal or other claims of the Purchaser against AMA shall lapse twelve (12) months after the date on which the Purchaser became aware or can reasonably be deemed to have become aware of the existence of the legal or other claims, in the event that AMA has not been informed of the legal or other claim in writing.
- 11.2 In the event of complaints as stated in Article 8.1, any legal or other claim in respect of a written complaint shall lapse four (4) months after receipt of the written complaint if legal proceedings have not been instituted regarding the relevant legal or other claim.

12 Engagement of third parties

- 12.1 AMA is entitled to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in AMA's opinion or if the same ensues from the agreement.
- 12.2 The Purchaser warrants the quality of the products and services of the third parties engaged by the Purchaser.

13 Suspension, Termination and/or Force Majeure

- 13.1 If AMA has good cause to fear that the Purchaser will fail in its duties towards AMA and/or that the Purchaser will fail in the performance of any obligation towards AMA in any manner whatsoever, as well as in the event of a change or cancellation of the credit limit, a request for suspension of payments, in the event that a suspension of payments or provisional suspension of payments, prejudgment attachment or executory attachment against the Purchaser has been granted, a petition, report or claim for involuntary liquidation, involuntary liquidation, winding-up or cessation of all or part of the Purchaser's business, AMA is authorised, without prejudice to its other rights, without any obligation to pay damages, and without notice of default or judicial intervention:
- to suspend performance of the agreement until such time as AMA has received sufficient security for the payment of anything owed by the Purchaser to AMA; and/or
 - to suspend any and all of its own payment obligations; and/or
 - to terminate every agreement with the Purchaser in full or in part;
 - all such without prejudice to the Purchaser's obligation to pay for the products already delivered and/or services already performed, and without prejudice to AMA's other rights, including the right to damages.
- 13.2 If AMA's inability to perform the agreement due to force majeure only relates to part of the agreement, this does not prejudice the Purchaser's (purchase and payment) obligations with regard to the part of the agreement that has already been performed.
- 13.3 In the event that AMA is unable to perform the agreement as a result of force majeure, AMA is entitled to suspend performance of the agreement without judicial intervention or to terminate the agreement in full or in part, without being obligated to pay any damages.
- 13.4 Force majeure exists in the event of any circumstance beyond the control of AMA as a result of which performance of the agreement is permanently or temporarily hindered, as well as, in so far as not already included in the same, in the event of war, risk of war, civil war, riot, strike, fire, excessive sickness absence of AMA's employees or any other disruption to the business of AMA or its suppliers. Force majeure also exists if a supplier from which AMA purchases products related to the performance of the agreement with the Purchaser remains in default of timely and/or proper delivery.

14 Purchaser's Obligations

- 14.1 The Purchaser shall ensure that AMA has all the data and relevant specifications pertaining to the agreement concerned and required for the performance of the agreement in a timely fashion
- 14.2 If the commencement or progress of the performance of the agreement is delayed by factors attributable to the Purchaser, the losses and costs ensuing from the same for AMA will be for the account of the Purchaser.

15 Transfer of rights and obligations

- 15.1 The Purchaser may not transfer its rights and/or obligations ensuing from any agreement with AMA to third parties or have them serve as security regarding claims by third parties without the prior written consent of AMA.

16 Confidentially

- 16.1 AMA and the Purchaser shall observe confidentiality with regard to any confidential information exchanged between them. Information is confidential if stated to be so or if the confidentiality logically follows from the nature of the information.
- 16.2 If AMA is required to disclose confidential or other information pursuant to a statutory provision or court decision, the Purchaser shall not be entitled to invoke damages, compensation or termination.

17 Applicable law, competent court

- 17.1 These Terms and Conditions and all legal relationships between AMA and the Purchaser are governed by Dutch law.
- 17.2 In so far as the law does not imperatively prescribe otherwise, only the "The Hague" District Court will be competent at first instance to examine any disputes arising with regard to any agreement or the performance of any agreement between AMA and the Purchaser, as well as disputes regarding these Terms and Conditions and provisions thereof, including for obtaining provisional relief.