

General conditions of sale and purchase of Meromar Zeeland B.V. laid down by the Leeuwarden Court of Justice

Art. 1. Applications

- 1.1. The conditions mentioned below apply to all our offers and acceptances as thus agreed upon.
- 1.2. Any agreement is considered accepted as soon as the acceptance of the offer has reached the seller.
By accepting the buyer agrees to these general conditions and will not apply any buyer's purchasing conditions.
- 1.3. In those instances where changes have been stipulated in the acceptance in respect of the offer, the agreement will not be effected before the seller has given a written confirmation.

Art. 2. Offers

- 2.1. Any offers, quotations, times of delivery and the like are given free of all obligation, unless there is a written agreement otherwise.
- 2.2. Art. 2.1. does not give the buyer a right to reject the goods nor to suspend payment, nor to cancel the agreement.
- 2.3. Quotations are made at the price of the day. Prices will be adjusted in accordance with any changes in duties, rates and taxes etc. that have taken place in the period lying between selling date and delivery date. Losses on exchange are for buyer's account.
- 2.4. Seller is bound to any agreement after the seller has given a written confirmation. This also applies to any agreement with third, made by middlemen (agents).

Art. 3. Changes

- 3.1. Seller is bound to any change in the conditions only then when there is an express written agreement.
The changes agreed upon only apply to this one contract in force, after receiving the seller's written consent.
- 3.2. If any changes lead to changes in prices, a written agreement on the revised prices will be made between the parties.
- 3.3. If the parties cannot achieve an agreement on the prices, there is a dispute between the parties in which case Art. 16 applies.

Art. 4. Quality and description

- 4.1. The seller is held to supply the goods according to the description, quality and quantity stated in the offer (including changes, if any).

Art. 5. Packing

- 5.1. The seller is held to pack the products properly, unless the nature of the goods will not allow so, and to secure the goods in such a way that they will reach the destination in good order.
- 5.2. If the seller has had provided or has provided trays, crates, cases, containers etc. by third for packing and transport - against deposit, caution money or otherwise - the buyer is held to return these trays etc. to the address given by the seller, unless disposable packaging is used. Should buyer fail in any way to meet his obligations in respect of this condition the seller has the right to claim a compensation, unless there is an agreement otherwise.

Art. 6. Terms of delivery

- 6.1. Delivery takes place at a place mentioned in the agreement. This is the place at which by or on behalf of the seller delivery takes place, from which moment onwards the goods are considered to be accepted for risk of the buyer.
- 6.2. Transport to the place of delivery agreed upon will be charged to the buyer, with the exception of any excise duty.
- 6.3. The buyer is held to accept the goods on the day on which they are placed at the buyer's disposal, unless there is an agreement otherwise.
- 6.4. In case of non-acceptance the risk will also be for the buyer.
- 6.5. If buyer rejects the goods the seller has a right to regard this agreement made with the buyer as wholly annulled, without serving a notice of default to the buyer or legal intervention and with retention of a right to indemnification.
- 6.6. The seller is entitled to suspend delivery if the buyer does not meet his obligation of payment in respect of any previous delivery.
- 6.7. Upon conclusion of the agreement, the buyer gives the seller his consent to execute the agreement, respectively the order, in parts and on account hereof to invoice the buyer for each partial delivery separately. At the same time the seller is entitled to have the agreement, respectively the order, entirely or partly executed by third parties/suppliers.

Art. 7. Storage

- 7.1. If, for any reason whatsoever, the buyer is not in a position to receive the goods, when ready for despatch at the time agreed upon, the seller will, if his storage possibilities will allow so, on request of the buyer, keep and secure the goods and take all reasonable precautions to prevent deteriorating until the goods will have been delivered.
The buyer is held to pay the seller storage costs at the seller's usual rate or if not any, at a rate usual in this line of business.
The obligation of payment in such cases has to be met from the day that the goods are ready for despatch or, if this is on a later date, from the date of delivery stated in the purchase contract.

Art. 8. Proprietary right and risk

- 8.1. Save as stated in paragraphs 8.2. and 8.3. the proprietary right and risk of the goods will pass to the buyer when the goods have been delivered.
- 8.2. As long as the buyer has not met his obligation of payment of the amount plus extra charges, if any, to the full extend or has not yet provided security, the seller is entitled to preserve the proprietary right of the goods. In such cases the proprietary right passes on to the buyer as soon as the buyer has met all his obligations.
- 8.3. In those cases where the seller has reasonable doubts as to the buyer's solvability, the seller is entitled to suspend delivery of the goods as stated in Art. 6, until the buyer has provided security.
The buyer will be held responsible for any damage due to this delay in delivery.
- 8.4. If seller suspends delivery on request of the buyer as stated in Art. 7, the goods will remain the property of the seller but at the buyer's risk.

Art. 9. Circumstances beyond the seller's control

- 9.1. In those cases where the circumstances are beyond the seller's control, the

execution of the agreement will be suspended as long as the circumstances make execution impossible without the seller losing a right to cancel the agreement definitely without legal intervention. In such cases the buyer is held to his obligation of payment for the goods, delivered prior to any such event.

- 9.2. 'Circumstances beyond the seller's control' include e.g.: war conditions, danger of war and revolt, any restricting act or regulation by any authority home or abroad, fire, strike, damage caused by machinery, lack of staff, delay of or interruption in transportation services, exclusions, acts of God, quota regulations of the Dutch or any foreign government and any cause not foreseen in Holland or abroad, in which case performance by the seller is impossible or is likely to become impossible.
- 9.3. If by circumstances as mentioned in paragraph 9.2. the time of delivery is exceeded by a period of more than two months, the seller as well as the buyer has a right to cancel the agreement definitely. In such cases the seller only retains the right to indemnification of his expenses.

Art. 10. Responsibility

- 10.1. Meromar Zeeland B.V. is not held responsible for any damage whatsoever directly or indirectly caused by application or unsuitability of the products delivered by the latter.

Art. 11. Trade marks

- 11.1. The buyer is entitled to use his own trade mark on the packing of the goods but only to such an extent that the seller's trade mark always remains visible.

Art. 12. Complaints

- 12.1. Any complaints about fresh or freshly peeled products supplied should be brought to the seller's knowledge in writing or by fax or e-mail within twenty-four hours after time of delivery as the delivered products are perishable.
- 12.2. Any complaints about preserved or frozen products supplied should be brought to the seller's knowledge in writing or by fax or e-mail within forty-eight hours after time of delivery.
- 12.3. If no complaints are made within the period stated in par. 12.1. and 12.2. the goods are considered accepted by the buyer.
- 12.4. At all times the seller has a right to investigate the complaints.
- 12.5. Complaints about invoices are only subject to acceptance if they are brought to the seller's knowledge in writing within seven days after receipt of the invoice. In the event of such a complaint the buyer shall on no account have a right to defer any payment or to make any deduction from the amounts due.
- 12.6. The buyer loses his right to any complaints as soon as he starts processing the goods.

Art. 13. Prices and Terms of Payment

- 13.1. The purchase price includes the price of the goods, packing charges, transport charges and delivery charges at the place agreed upon, stated in Art. 6.1.
- 13.2. Prices are always given in Dutch currency and should be paid in Dutch currency, unless there is an agreement otherwise.
- 13.3. For fresh or freshly peeled products the buyer has the obligation to pay the amount due within fourteen days, unless explicitly and mutually otherwise agreed upon, without any deduction or discount and exclusive of any compensation.
For preserved or frozen products the buyer has the obligation to pay the amount due within thirty days, unless explicitly and mutually otherwise agreed upon, without any deduction or discount and exclusive of any compensation.
- 13.4. Should buyer fail in any way to meet his obligations and be in default for one week the seller has a right to regard the agreement made with the buyer as annulled without legal intervention.
In such cases the buyer is held responsible for any damages which seller might suffer as a result, such as loss of profit, transport charges and costs of serving the buyer in default.
- 13.5. If the buyer does not meet his obligations of payment towards the seller in time, seller has a right to charge interest on account of late payment at the Dutch legal rate, from date of invoice onwards.
- 13.6. In case of non-fulfilment and recovery by action, the total amount of accounts receivable will be increased by 15% minimally with a minimum of € 250,-. All costs involved are charged to the buyer.
- 13.7. The buyer who uses his right to storage, as stated in Art. 7, still has the obligation to pay the purchase money within the period of time agreed upon in Art. 13.3.

Art. 14. Statutory Regulations

- 14.1. The seller certifies that the composition and the quality of the products, as agreed upon in the order, will meet any applicable legal requirement and/or regulation by authority, valid on the time when the agreement is made.

Art. 15. Cancellation

- 15.1. Without prejudice to the conditions stated in Art. 13.3. the seller shall have a right to cancel the agreement without legal intervention or without serving in default at any time when buyer will be adjudged bankrupt, has requested suspension of payment or has been destrained, has been put under guardianship or loses his proprietary rights by any action by Court, unless the official receiver recognizes the obligations arising from this agreement as being insolvent debts.
- 15.2. In case of cancellation any existing demands from both parties will be claimable at once. The buyer is held responsible for the damage suffered by the seller, as there are losses of profit and transport charges.

Art. 16. Disputes and Applicable Law

- 16.1. Dutch law is applicable to any agreement.
- 16.2. Only the Court in the district of Leeuwarden (The Netherlands) is competent to hear any dispute arising from this agreement, without prejudice to the legal regulations as regards the authority of the district judge and without prejudice to the right of Meromar Zeeland B.V. to summon the buyer before the Court at his place of residence.

Art. 17. Explication

- 17.1. These conditions have been drawn up in English, only the English version is binding in the event of any differences.