

GENERAL CONDITIONS OF SALE

of

Mondial Foods B.V.

Artikel 1 - General

- 1.1. Mondial Foods B.V. (hereinafter referred to as: "Seller") is registered at the Chamber of Commerce under no. 38016404 and has its registered office in Bathmen and principal place of business at Smeenk Hof 12d in (7429AX) Colmschate, The Netherlands.
- 1.2. "Conditions" means these general conditions of sale of the Seller.
- 1.3. "Purchaser" means the other party of the Seller, being the (potential) purchaser or a legal person on behalf of the (potential) purchaser.
- 1.4. "Agreement" means the agreement and/or further subsequent agreements between the Seller and the Purchaser.
- 1.5. "Goods" means all the goods to be sold and/or supplied by the Seller to the Purchaser within the meaning of article 3:2 Dutch Civil Code (hereinafter referred to as: "DCC").
- 1.6. "Consequential damage" means, *inter alia*, direct trading loss, damage due to business interruption, loss of profits or revenues.

Artikel 2 - Applicability

- 2.1. These Conditions apply to all legal relationships under which the Seller acts as (potential) seller and/or supplier. Legal relationships also means all obligations between the Seller and the Purchaser arising from written or unwritten law. This also includes any continuing performance agreement applicable between the Seller and the Purchaser (arisen implicitly or otherwise), arising from a series of isolated agreements and/or a consistent commercial relationship between the Seller and the Purchaser.
- 2.2. Derogations from these Conditions are valid only if in writing. Such a derogation has no effect with respect to any other (future) agreements.
- 2.3. The applicability of the general conditions of sale used by the Purchaser is expressly rejected.
- 2.4. If the Seller does not invoke the provisions of these Conditions in a particular case, this does not mean that the Seller has waived the right to invoke the provisions of these Conditions in other cases.

Artikel 3 - Offers

- 3.1. All proposals, offers and quotations made by the Seller are subject to confirmation. After acceptance revocation is still possible within two days.
- 3.2. Any offer made by the Seller is subject to (timely) deliverability / availability of what is offered.
- 3.3. A proposal of the Seller is valid only for the Purchaser to which it has been made and only for the duration of the term of validity.

Artikel 4 - Agreement

- 4.1. An Agreement between the Seller and the Purchaser is only concluded after the Seller has confirmed the order of the Purchaser by means of a written order confirmation or after the Seller has started the performance of the agreement.
- 4.2. A change in or supplement to an agreement is valid only if it has been agreed expressly and in writing between the Seller and the Purchaser.
- 4.3. If delivery takes place without prior consultation about price, quantity, composition and/or conditions, the Purchaser is bound to the price and the conditions that the Seller determines for the delivery.

Artikel 5 - Price

- 5.1. The prices are in Euros, unless otherwise agreed.
- 5.2. The prices are exclusive of taxes and other charges.
- 5.3. In the event that an increase in one or more cost price components occurs after the conclusion of the Agreement, as well as in the event of extra costs for the performance of the Agreement, the Seller is entitled to increase the original price accordingly.
- 5.4. The Seller has the right to charge taxes, import duties, charges and other taxes imposed by the government that were not known or did not apply when concluding the contract, and increases in such taxes, etc.
- 5.5. Withdrawals or reductions of taxes, import duties, charges and other payments imposed by the government, which were not taken into account when determining the contract price, accrue to the Purchaser.

Artikel 6 - Payment

- 6.1. The Purchaser shall pay the agreed price, the taxes and other charges within fourteen (14) days after the invoice date, unless expressly agreed otherwise in writing.
- 6.2. Regarded as day of payment is the day of crediting of one of the bank accounts of the Seller.
- 6.3. The payment shall be made in the Netherlands, unless otherwise agreed.
- 6.4. The Purchaser is under no circumstances entitled to any discount and/or setoff and/or suspension.
- 6.5. If the Purchaser fails to pay the invoice within the term set by the Seller, dies, is declared bankrupt or applies for a suspension of payments, the Purchaser will be in default without notice of default being required and all payment obligations will then become immediately due and payable.
- 6.6. In the event of late payment, the Purchaser will owe the Seller the statutory late payment interest pursuant to article 6:119a DCC.
- 6.7. If the Purchaser fails in the fulfilment of its obligations, the Purchaser will in addition owe the Seller a penalty in the amount of 10% of the purchase price, without prejudice to the Seller's right to (i) dissolve as set out in article 16 or (ii) claim performance of the Agreement, in all cases without prejudice to the Seller's right to claim in addition the damage actually suffered.
- 6.8. If the Purchaser fails in the fulfilment of its obligations, it will owe extrajudicial (collection) costs, which are set at 15% of the principal it owes or the damage suffered or the costs actually incurred for legal assistance if this leads to a higher amount, as well as all judicial costs.
- 6.9. If the Seller doubts on reasonable grounds that the Purchaser is able to fulfil its payment obligations and/or other obligations, which is in any event so if the Purchaser leaves a due debt unpaid, the Seller will be entitled to claim that the Purchaser prepays the agreed amount or that the Purchaser furnishes sound security. Until the Purchaser has done so, the Seller will be entitled to suspend the performance of the agreement. The amount of the prepayment or the amount and/or the soundness of the security to be furnished will be assessed by the Seller.

Artikel 7 - Reservation of ownership

- 7.1. The Seller reserves the ownership of the Goods delivered by it until the Purchaser has fulfilled all its obligations. This means that the Goods delivered by the Seller to the Purchaser continue to be owned exclusively by the Seller - also after and despite their working and processing - until the moment of full payment of all claims of the Seller (pursuant to agreement) in respect of the Goods delivered or to be delivered, as well as until the moment of full payment of any claim arising from a failure in the performance of such agreements (including costs and interest).
- 7.2. If the Purchaser is also obliged to pay damages, the ownership will only pass after all damages have been paid.
- 7.3. During the period that the ownership of the Goods still remains with the Seller, the Purchaser is obliged to store the delivered Goods under reservation of ownership carefully and identifiable as owned by the Seller and cannot transfer the Goods to third parties (sell and/or deliver them) and/or encumber them with a security right.
- 7.4. The Purchaser may make use of Goods to be resold to third parties within the framework of the normal conduct of its business with due observance of the following provisions:
 - a) in the event of a full or partial resale/delivery of the Goods or the good obtained by working or processing, the Purchaser undertakes to resell/deliver only subject to reservation of ownership. The Purchaser undertakes to assign the claim and rights arisen from the resale to the Seller immediately on request.
 - b) in the event of working or processing of the Goods, the thus obtained good will replace the Goods delivered. This also applies if the new product is composed of Goods delivered by the Seller and goods of third parties. If one or more of these third parties have also claimed a reservation of ownership as referred to above, the Seller acquires the co-ownership of the newly created good together with the third party or parties concerned. Insofar as necessary, the Purchaser shall now for then establish a non-possessory pledge on these Goods for the benefit of the Seller.
 - c) the Purchaser undertakes to have the claims against third parties not collected by others and shall not assign them to others nor subrogate others in the rights of claim without the prior written consent of the Seller.
- 7.5. If the Purchaser fails in the fulfilment of its obligations to the Seller, or if the Seller has reasonable grounds to fear that the Purchaser will fail in the fulfilment of those obligations, the Seller will be authorised to repossess the Goods delivered for the account of the Purchaser, without prior notice, without prejudice to the Seller's right to claim damages.
- 7.6. If the Agreement is dissolved by the Seller and/or the Purchaser and the Goods are still subject to a reservation of ownership, the Purchaser shall immediately make these Goods available to the Seller. The Purchaser does not have the right to offset its claims against this or suspend on this basis its obligation to make the Goods available.
- 7.7. The Purchaser or a representative / agent designated by the Purchaser is not authorised to forward Goods and documents to third parties, pledge them to third parties or grant any other rights in respect of them to third parties, until the purchase price has been credited to the (bank) account of the Seller specified for this purpose.

- 7.8. With respect to the delivery by the Seller of Goods in Germany, it applies that the consequences under property law of the reservation of ownership as stipulated in articles 7.1-7.6 of these Conditions are governed by German law. In such cases, articles 7.1-7.6 also include the extended reservation of ownership ("Verlängerter Eigentumsvorbehalt") as set out in the "GERMANY CLAUSE" in these Conditions.

Artikel 8 - Risk and delivery

- 8.1. The risks of the Goods pass at the moment of delivery.
- 8.2. The delivery takes place if the Goods are made available by the Seller to the Purchaser. In the event of transport, the delivery takes place if the Goods are made available by the Seller to the first carrier or, if according to the agreement the transport is for the risk of the Seller, at the moment when the Goods are made available to the Purchaser at the agreed place.
- 8.3. The Seller does not guarantee that the Goods will be delivered on the agreed delivery date. In the event of late delivery, the Seller shall be put in default in writing and be given a reasonable period of four (4) works to still comply.
- 8.4. The Seller is allowed to deliver the Goods in parts. In that case the Seller will be authorised to invoice separately and the Purchaser will be obliged to pay these invoices as if they were invoices for separate agreements.

Artikel 9 - Receipt

- 9.1. From the agreed delivery date, the Purchaser is obliged to take receipt of the Goods offered by the Seller.
- 9.2. If the Purchaser does not or not immediately take receipt of the Goods, the Seller, while retaining the other rights accruing to the Seller, will be entitled to store the Goods at the Seller or at third parties for the account and risk of the Purchaser. The Purchaser is obliged to collect the Goods there for its own account and risk.

Artikel 10 - Transport documents and other documents

- 10.1. The Seller's copy of the transport document signed without observations by the carrier is full proof of shipment of the numbers stated on the transport document, as well as of the externally good state of the Goods.
- 10.2. The Purchaser is obliged to provide the Seller in a timely manner with all documents applicable to the transaction and/or the Goods sold, with due observance of the prescribed terms and formal requirements, failing which the Purchaser will be fully liable to the Seller for the damage resulting from its failure. This also applies with respect to compliance with the provisions of the European Union or other national and/or international authorities and governments.
- 10.3. All costs that are caused by or result from drawing up and providing the required documents are for the account of the Purchaser, unless expressly agreed otherwise.
- 10.4. As soon as the Purchaser fails in the fulfilment of any obligation or has payment difficulties, the Seller will have the right to immediately repossess or have repossessed the documents or immediately recollect or have recollect the Goods or the good obtained by working or processing, sell or have sold them or it in its own name and deduct the proceeds from the claims of the Seller against the Purchaser.
- 10.5. All certificates issued in the country of origin that are usually regarded as conclusive evidence of the quality and/or condition of the Goods by importers, shall also be regarded as conclusive evidence of the quality and/or condition of the Goods by the Purchaser.

Artikel 11 - Complaints

- 11.1 Goods conform to what has been agreed if they comply with the statutory quality requirements applicable at the time of the conclusion of the Agreement in the place where the Seller has its registered office or conform with what has been agreed specifically.
- 11.2 The Purchaser shall immediately on delivery of the Goods to it investigate whether they conform to the Agreement and report and confirm any defect it discovers, both in the event of non-frozen meat and perishable (food) products and all other (food) products, to the Seller in writing within 12 hours, failing which the Goods will be deemed to have been delivered in conformity with what has been agreed and the Purchaser will be unable to enforce any claim based on any defect(s) against the Seller.
- 11.3 After reporting defects as provided in article 11.2, the Purchaser shall have an investigation report drawn up by an independent expert and the Purchaser shall send this report to the Seller within 30 days after having reported the defect, failing which the Purchaser will be unable to enforce any claim based on any defect(s) against the Seller.

Article 12 - Numbers, sizes, weights and further data

- 12.1 Minor deviations compared to the specified sizes, weights, numbers, colours and other such data shall not be regarded as shortcomings of the Seller. Loss of weight as a result of cooling or freezing shall also not be regarded as a shortcoming of the Seller.
- 12.2 Whether there are minor deviations is determined on the basis of commercial practices.

Article 13 - Liability

- 13.1 If the Good delivered appears not to conform to the agreement in an essential respect, the Seller will once have the right to deliver a replacement.
- 13.2 In a situation of force majeure as referred to in article 15.2, the Seller has the possibility to still fulfil its obligations after the circumstances that resulted in the non-attributable failure have ceased to exist, or cancel the Agreement or the part thereof that has not yet been performed, without becoming liable for any damages to the Purchaser.
- 13.3 If the Goods delivered do not conform to the agreement, the Purchaser will only be entitled to damages or a price reduction with due observance of the other provisions of this article. The Purchaser will not be entitled to dissolve the agreement.
- 13.4 The Seller is never liable for damage caused by death or injury, nor for consequential damage and loss owing to stoppage.
- 13.5 Any liability of the Seller is always limited to a maximum of €25,000.
- 13.6 Limitations and/or exclusions of liability do not apply only in so far as the damage results from an act or omission of the Seller or the management of the Seller, either committed or refrained from with the intention to cause that damage or recklessly and with the knowledge that that damage would very probably arise.
- 13.7 If subordinates of the Seller or persons whose services the Seller uses for the performance of the agreement are held liable, these persons can invoke each exclusion and/or limitation of liability that the Seller can invoke pursuant to these Conditions or any other legal or contractual provision.

Article 14 - Indemnification

- 14.1 The Purchaser is obliged to indemnify the Seller against all claims from third parties in respect of damage in relation to the performance of or in connection with the Agreement.
- 14.2 This obligation of the Purchaser, as set out under article 14.1, does not apply in so far as the damage results from an act or omission of the Seller or the management of the Seller, either committed or refrained from with the intention to cause that damage or recklessly and with the knowledge that that damage would very probably arise.
- 14.3 Damage includes damage caused by death or injury, damage to properties of third parties, any form of financial loss, "demurrage" and other direct or indirect (consequential) damage that might arise at the Seller or at third parties. This damage also includes judicial and/or extrajudicial costs that the Seller has had to incur to defend itself against claims of third parties.

Article 15 - Force majeure

- 15.1 In the event of force majeure, within the meaning of article 6:75 DCC, the performance of the Agreement will be fully or partially suspended for the duration of the force majeure period, without the Seller and the Purchaser being liable for damages in this respect. If the force majeure situation lasts longer than thirty (30) days, the other party will have the right to dissolve the Agreement by means of a registered letter, with immediate effect and without judicial intervention being required and without this giving rise to any right to damages.
- 15.2 Force majeure on the side of the Seller in any case includes, regardless of whether these circumstances are or were foreseeable at the time of the conclusion of the contract: acts and omissions of not subordinated persons whose services the Seller uses in the performance of the agreement; unsuitability or defectiveness of goods that the Seller uses in the performance of the agreement; strikes; business interruption; illness(s); import, export and/or transit prohibitions; measures of authorities or other competent bodies; transport problems; unforeseen technical conditions; non-fulfilment of obligations by suppliers and/or other auxiliary persons of the Seller; boycott of the Seller or its suppliers; weather conditions; natural and/or nuclear disasters; riots; fire; molest; war and threat of war. This list shall not be considered to be exhaustive.

Article 16 - Dissolution and suspension

- 16.1 If the Purchaser does not, not properly or not in a timely manner fulfil any obligation arising from the Agreement or from these Conditions, the Purchaser will be in default without notice of default being required, and the Seller will be entitled, without becoming liable for any damages on that basis and without prejudice to the further rights accruing to the Seller, to suspend the fulfilment of all its obligations and or dissolve or terminate the agreement concerned in whole or in part with immediate effect and without judicial intervention being required.

- 16.2 In the event of dissolution by the Seller, the Seller will be entitled, at its own discretion, by way of damages, to:
- (a) the possible negative difference between the contract price and the market value of the Goods concerned on the day of non-fulfilment; or
 - b) the difference between the contract price and the price of the substitute purchase: everything without prejudice to the Seller's right to claim additional or replacement damages.
- 16.3 The Seller is furthermore entitled, without becoming liable for any damages on that basis and without prejudice to the further rights accruing to the Seller, to dissolve the agreement with the Purchaser with immediate effect and without judicial intervention being required, if:
- a) the Purchaser is granted a suspension of payments or is bankrupt, or applies for a suspension or threatens to go bankrupt, or attachment is levied of any part of its assets;
 - b) the Purchaser dies, ceases its activities, decides to enter into liquidation or otherwise loses its legal personality; everything without prejudice to the Seller's right to claim additional or replacement damages.
- 16.4 The Seller has the right to offset claims against the Purchaser against debts to the Purchaser, also if the claims and/or debts are not yet due and payable or eligible for immediate settlement.

Article 17 - Transfer of rights and obligations

- 17.1 The Seller has the right to transfer rights and/or obligations pursuant to the Agreement to third parties.
- 17.2 Unless otherwise agreed, the Purchaser may transfer rights and/or obligations pursuant to the Agreement to third parties only with the prior written consent of the Seller. The Seller may attach conditions to this consent.
- 17.3 The Purchaser undertakes to assign any claim or claims against its insurance company to the Seller immediately on request of the Seller.

Article 18 - Period of limitation

- 18.1 All claims against the Seller expire by the lapse of one (1) year after the date of the Agreement.

Article 19 - Continuing performance agreement

- 19.1 In accordance with the provisions of article 2.1, these Conditions also apply to any applicable continuing performance agreement between the Seller and the Purchaser (implicitly or otherwise arisen), arising from a series of isolated agreements and/or a consistent commercial relationship between the Seller and the Purchaser.
- 19.2 A continuing performance agreement applicable between the Seller and the Purchaser can at all times be terminated in writing by the Seller, with due observance of a notice period of two (2) months.
- 19.3 A continuing performance agreement applicable between the Seller and the Purchaser can at all times be terminated in writing by the Purchaser, with due observance of a notice period of six (6) months.
- 19.4 The Purchaser waives the right to damages that would (possibly) accrue to it if the Seller terminates the continuing performance agreement.

Article 20 - Language

- 20.1 The Dutch text of these Conditions is the only authentic text. In the event of conflict between the Dutch-Language text and a translation in a foreign language, the Dutch text prevails.

Article 21 - Governing law

- 21.1 All legal relationships arising from or relating to these Conditions or the Agreement(s) are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

Article 22 - Competent court

- 22.1 All disputes arising from or relating to these Conditions or the Agreement(s) between the Seller and the Purchaser will be settled exclusively by the Rotterdam District Court if the Purchaser has its registered office in the European Economic Area (EEA) and if the Purchaser does not have its registered office in the EEA by means of TAMARA-Arbitration (www.tamara-arbitration.nl) in Rotterdam.

GERMANY CLAUSE

Verlängerter Eigentumsvorbehalt

- (1) Tradin behält sich das Eigentum an den Liefergegenständen bis zum Eingang aller Zahlungen aus dem Liefervertrag vor. Verarbeitung oder Umbildung erfolgen stets für Tradin als Hersteller, jedoch ohne Verpflichtung für sie. Wird der Liefergegenstand mit anderen, Tradin nicht gehörenden Gegenständen nicht verarbeitet, so erwirbt Tradin das Miteigentum an der neuen Sache im Verhältnis des Wertes der Kaufsache zu den anderen verarbeiteten Gegenständen zur Zeit der Verarbeitung. Erlischt das (Mit-) Eigentum Tradin durch Verbindung, so wird bereits jetzt vereinbart, dass das (Mit-) Eigentum Tradin an der einheitlichen Sache wertanteilmässig (Rechnungswert) auf Tradin übergeht. Der Käufer verwahrt das (Mit-)Eigentum Tradin unentgeltlich. Ware, an der Tradin (Mit-)Eigentum zusteht, wird im folgenden als Vorbehaltsware bezeichnet.
- (2) Der Käufer ist berechtigt, die Vorbehaltsware im ordnungsgemässen Geschäftsverkehr zu verarbeiten oder zu veräussern, solange er nicht in Verzug ist. Verpfändungen oder Sicherungsübereignungen sind unzulässig. Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund (Versicherung, unerlaubter Handlung) bezüglich der Vorbehaltsware entstehenden Forderungen tritt der Käufer bereits jetzt sicherungshalber im vollem Umfang an Tradin ab. Tradin ermächtigt ihn widerruflich, die an Tradin abgetretenen Forderungen für dessen Rechnung im eigenen Namen einzuziehen. Diese Einzugsermächtigung kann nur widerrufen werden, wenn der Käufer seinen Zahlungsverpflichtungen nicht ordnungsgemäss nachkommt.
- (3) Bei Zugriffen Dritter auf die Vorbehaltsware wird der Käufer auf das Eigentum Tradin hinweisen und diese Unverzüglich benachrichtigen.
- (4) Bei vertragswidrigem Verhalten des Käufers – insbesondere Zahlungsverzug – ist Tradin berechtigt, die Vorbehaltsware zurückzunehmen oder ggf. Abtretung der Herausgabeansprüche des Käufers gegen Dritte zu verlangen. In der Zurücknahme sowie in der Pfändung der Vorbehaltsware durch Tradin liegt kein Rücktritt vom Verträge.
- (5) Tradin verpflichtet sich, die Ihr zustehenden Sicherheiten auf Verlangen des Käufers insoweit freizugeben, als der Wert der Sicherheiten die zu sichernden Forderungen um 20% übersteigt. Für die Bewertung des Sicherungsgutes ist, auch soweit es be- oder verarbeitet worden ist, der Gestehungspreis massgebend. Die Bewertung abgetretener Forderungen erfolgt zu deren Nennwert.
