

Salud Foodgroup Europe B.V. General Terms & Conditions

Article 1: GENERAL

1.1 In the present general terms and conditions, 'Salud Foodgroup Europe B.V.' shall be understood to be: the company Salud Foodgroup Europe B.V. and 'client' shall be understood to be: each and every natural person / legal person with whom Salud Foodgroup Europe B.V. enters into an agreement or who places an order with Salud Foodgroup Europe B.V. or to whom Salud Foodgroup Europe B.V. makes an offer.

1.2 The present general terms and conditions shall form a part of all the agreements and shall apply to all (other) acts and legal acts between and on the part of Salud Foodgroup Europe B.V. and client.

1.3 If, and in so far as an agreement, an offer or a tender contains any stipulations to the contrary of the present general terms and conditions, without the applicability of the present general terms and conditions explicitly being excluded, the remaining stipulations of the present general terms and conditions shall explicitly remain in force.

1.4 The applicability of the general terms and conditions and/or special conditions of the client shall be excluded, unless Salud Foodgroup Europe B.V. has accepted the applicability of such conditions in writing.

Article 2: CONCLUSION OF THE AGREEMENT

2.1 All tenders, offers and order confirmations shall be valid for a period of thirty days, unless stated otherwise in the offer, and can be withdrawn by Salud Foodgroup Europe B.V. within two working days from receipt of acceptance.

2.2 All tenders, offers and order confirmations shall be based on data available to Salud Foodgroup Europe B.V. the moment they are made. If any changes occur in connection with the circumstances on which Salud Foodgroup Europe B.V. based aforementioned tenders, offers or order confirmations, Salud Foodgroup Europe B.V. shall be authorised to factor said changes into the execution of the agreement or to adjust the prices, all this without prejudice to the stipulations of the preceding section.

Article 3: REPRESENTATION

3.1 Agreements entered into on behalf of Salud Foodgroup Europe B.V. shall only be binding on Salud Foodgroup Europe B.V. if they have been entered into or confirmed by the director authorised to that effect or by the latter's authorised representative holding a written power of attorney to that effect. Said confirmation shall have to be in writing and explicit.

3.2 Only Salud Foodgroup Europe B.V. can invoke any violation of the authority to represent the company referred to in section 1.

Article 4: TERM OF DELIVERY

4.1 Terms of delivery and conditions referred to by Salud Foodgroup Europe B.V. shall be free of obligation and not firm dates in the sense of the law.

4.2 The exceeding of any term of delivery by Salud Foodgroup Europe B.V. shall only result in default on the part of Salud Foodgroup Europe B.V. if Salud Foodgroup Europe B.V. has been given notice of default in writing by the client following expiry of the term of delivery, having due regard to a reasonable term to comply with the agreement, and still fails to deliver within said reasonable term.

4.3 Salud Foodgroup Europe B.V. shall be at liberty to make deliveries in batches (partial deliveries), which can be invoiced separately; the client shall then be under the obligation to pay in accordance with the stipulations of article 6 of the present general terms and conditions.

4.4 If the agreement is dissolved due to a cause for which Salud Foodgroup Europe B.V. cannot be blamed and which is not for the account and risk of Salud Foodgroup Europe B.V., Salud Foodgroup Europe B.V. shall be entitled to recover the damage thus sustained by it from the client, which said damage shall be estimated to amount to at least 30 percent of the performance to be put in by the client.

4.5 Without prejudice to the stipulations regarding force majeure, a potential obligation on the part of Salud Foodgroup Europe B.V. to pay damages in the event of non-delivery, overdue delivery or faulty delivery shall have been complied with in full if Salud Foodgroup Europe B.V. delivers as yet or if delivery is not possible, through payment of an amount equalling maximum the price agreed upon.

Article 5: PRICES

5.1 All Salud Foodgroup Europe B.V. prices shall be exclusive of turnover tax, transport costs and delivery costs.

5.2 Prices shall be free of obligation and can be adjusted at all times by Salud Foodgroup Europe B.V. in accordance with and without prejudice to the stipulations in section 1, if the prices of materials and raw materials have increased or if other circumstances have arisen that justify an adjustment of the price.

Article 6: PAYMENT

6.1 The client shall have to effect payment without deduction, suspension, discount or set-off within the terms agreed upon.

6.2 Salud Foodgroup Europe B.V. shall at all times be at liberty if it has good grounds to fear that the client shall not comply with his obligations, to demand security from the client for compliance with his obligations, prior to delivering or continuing to deliver.

6.3 If the client fails to comply with any obligations to pay as referred to hereinabove, Salud Foodgroup Europe B.V. shall have the right to suspend all of its obligations by virtue of the agreement as well as those by virtue of other similar engagements vis à vis the client.

6.4 Payments made by the client shall first be deducted from the client's obligation to pay damages, then from the obligation to pay the interest and costs owed and finally from the principal owed according to the invoice.

Article 7: DEFAULT

7.1 The client shall be in default without any notice of default being required, the moment he does not comply or does not comply in a timely manner with any exigible performance resulting from the agreement (including the present general terms and conditions) vis à vis Salud Foodgroup Europe B.V.

7.2 The exceeding by the client of any term resulting from the agreement (including the present general terms and conditions), shall immediately result in default on the client's part.

7.3 Without prejudice to its right to claim compliance with the agreement, the further performance of the agreement or the dissolution of the agreement, Salud Foodgroup Europe B.V. shall furthermore have the right, the moment the client is in default, to claim damages for the damage sustained by it due to said default on the client's part, which said damage shall be estimated to amount at least to 20% of the value of the performance to be put in by the client.

7.4 If the client does not comply in a timely manner with his obligations to pay a sum of money, he shall owe Salud Foodgroup Europe B.V. an interest of 1% per month on the amount then owed from the moment the default commenced, whereby a part of a month shall have to be regarded as a whole month.

7.5 The moment the client is in default, all claims Salud Foodgroup Europe B.V. has on the client, shall be immediately claimable without reservation.

7.6 Regardless default, Salud Foodgroup Europe B.V. shall have the right to dissolve the agreement if there is reasonable ground to assume that the client shall not comply with his obligations, shall go bankrupt or shall apply for suspension of payments, all this without notice of default or judicial intervention and without prejudice to other rights vested in Salud Foodgroup Europe B.V. such as the right to damages.

Article 8: RETENTION OF TITLE Article 16: FILING OF THE GENERAL TERMS AND CONDITIONS

8.1 Despite the actual delivery of the goods delivered, they shall remain the property of Salud Foodgroup Europe B.V. until the client has complied with all of his obligations vis à vis Salud Foodgroup Europe B.V. The present general terms and conditions have been filed with the Chamber of Commerce and Industry Europe B.V. pursuant to the agreement, including the purchase price, potential additional charges try in West-Brabant under file number 20149156, owed further to the present general terms and conditions or the agreement, interest, taxes, costs and damages.

8.2 The goods delivered by Salud Foodgroup Europe B.V. shall be fully for the client's account and risk as from the moment of delivery, all this without prejudice to the stipulations in section 1. In the event of delivery at the place of business of Salud Foodgroup Europe B.V., the delivery shall in any case be made five days after the client has been notified that the goods to be delivered are at his disposal at Salud Foodgroup Europe B.V., from which said moment onwards, Salud Foodgroup Europe B.V. shall keep the goods in its custody for the client.

8.3 Salud Foodgroup Europe B.V. shall be entitled to charge the custody charges, which shall amount to at least € 100 per (part of a) day, to the client, if the latter has not collected the goods within said term of five days.

8.4 The moment the client fails in any way to comply with his obligations vis à vis Salud Foodgroup Europe B.V., Salud Foodgroup Europe B.V. shall have the right to take aforementioned goods back without any judicial intervention, without prejudice to other rights resulting for Salud Foodgroup Europe B.V. from the failure on the part of the client to comply with his obligations. Costs to be incurred by Salud Foodgroup Europe B.V. to take back aforementioned goods, shall be for the client's account and shall amount to at least 20% of the value of the goods taken back.

8.5 Client shall not in any way be allowed to make use of the goods referred to in section 1 without the written consent to that effect of Salud Foodgroup Europe B.V. in the sense that the client shall not be allowed to sell the goods, to make them available to a legal person, to pledge them or to otherwise encumber them.

Article 9: COLLECTION

9.1 If Salud Foodgroup Europe B.V. proceeds to collection measures in order to obtain claimable debts from the client, all the corresponding costs, both judicial and extrajudicial, including costs of the proceedings and legal assistance costs, shall be for the client's account.

9.2 The costs referred to in section 1, shall amount to at least € 250, but if they result in a higher amount, they shall in any case amount to 15% of the value of the performance to be put in and/or put in by the client, regardless whether or not said costs have actually been incurred by Salud Foodgroup Europe B.V., to be increased by the turnover tax due on them.

9.3 Each and every amount received from the client, shall first of all serve to pay the debts the client may have vis à vis Salud Foodgroup Europe B.V. in respect of which Salud Foodgroup Europe B.V. has not stipulated a retention of title or in respect of which the goods delivered cannot be returned under retention of title. Then, each and every amount received from the client, shall serve to pay all the interest and costs as referred to in the present article and in article 8 potentially owed.

Article 10: COMPLAINTS

10.1 Complaints about the delivery and/or the invoice amount shall have to be received by Salud Foodgroup Europe B.V. not later than 72 hours after the date of delivery or after the date on which the fact the client invokes, occurred, on penalty of lapse of all rights of the client. The onus of proof that a complaint has been filed in due time, shall rest with the client.

10.2 A complaint must be filed with Salud Foodgroup Europe B.V. in writing exclusively, accompanied by an extensive and clear description of the objections and the defects established.

10.3 Complaints as referred to in the first section shall not suspend the client's obligation to pay.

10.4 A shortcoming in the performance of the agreement established by the client or defects relating to the performance put in, shall never entitle the client to refuse or to return the goods delivered by Salud Foodgroup Europe B.V.

10.5 The client shall be under the obligation to give Salud Foodgroup Europe B.V. the opportunity to remedy the defects.

Article 11: PRESCRIPTION

To the extent not otherwise provided for in the present general terms and conditions, the client's rights of action and other powers vis à vis Salud Foodgroup Europe B.V. by any virtue whatsoever, shall in any case lapse one year from the moment the existence of said rights and powers became known to the client or could have been known to him in reason.

Article 12: FORCE MAJEURE

12.1 If circumstances arise beyond the control of Salud Foodgroup Europe B.V., regardless whether or not they could already have been foreseen the moment the agreement was concluded, of such a nature that Salud Foodgroup Europe B.V. cannot be demanded in reason to comply with the agreement, Salud Foodgroup Europe B.V. shall have the right to wholly or partially cancel the agreement, without being held to pay any damages.

12.2 The following shall be understood to be, among other things, circumstances as referred to in section 1: war and risk of war, strike, demonstrations, acts of war, riots, terror, floating ice, floods, water damage, storm, fire, interruption of operations, accidents, shortage of staff, import and/or export prohibitions, measures imposed by Dutch or foreign authorities and furthermore all (other) circumstances such as fluctuations in the exchange rate, that render the agreement more troublesome and/or more costly for Salud Foodgroup Europe B.V. than it was the moment the agreement was concluded.

12.3 If Salud Foodgroup Europe B.V. is permanently or temporarily unable to comply with the agreement as a result of an imputable failure or not on the part of one or several of its suppliers, compliance with the agreement cannot be demanded in reason and Salud Foodgroup Europe B.V. shall not be held to pay any damages.

Article 13: INTELLECTUAL PROPERTY

13.1 The ownership of and all the industrial and intellectual property rights to designs, drawings or sketches, formulae, descriptions, models, (corresponding) specifications and/or documentation, as well as all other pieces of work, shall at all times be vested in Salud Foodgroup Europe B.V.

13.2 All costs to be incurred by Salud Foodgroup Europe B.V. due to an infringement of industrial and/or intellectual property rights vested in Salud Foodgroup Europe B.V., shall be for the client's account.

Article 14: LIABILITY AND INDEMNIFICATION

14.1 Salud Foodgroup Europe B.V. shall never be liable for any damage sustained by the client and/or any third party, including consequential damage, immaterial damage, industrial or environmental damage.

14.2 Salud Foodgroup Europe B.V. shall not be liable for the transport of food products by the client or any consequences thereof, including in the event the transport is executed using material supplied by Salud Foodgroup Europe B.V.

14.3 Salud Foodgroup Europe B.V. shall not be liable for any acts or omissions on the part of any third party whose services Salud Foodgroup Europe B.V. calls in for the execution of an agreement.

14.4 To the extent Salud Foodgroup Europe B.V. can be deemed liable by any virtue whatsoever, and Salud Foodgroup Europe B.V. is held to pay damages, the overall liability of Salud Foodgroup Europe B.V. shall be limited to the compensation of direct damage up to maximum the amount of the price paid on the basis of said agreement.

14.5 Subject to the event the damage is caused due to gross negligence / intent on the part of Salud Foodgroup Europe B.V. or liability results from title 3 Section 3 Volume 6 of the 'Burgerlijk Wetboek' (the Netherlands Civil Code), the client shall indemnify Salud Foodgroup Europe B.V. against each and every claim lodged by any third party, relating directly or indirectly to the (use of the) products and shall compensate Salud Foodgroup Europe B.V. for all the damage, including (legal) consultancy costs, Salud Foodgroup Europe B.V. sustains and/or incurs as a result of such claims.

Article 15: CHOICE OF LAW AND COMPETENT COURT

15.1 Dutch law shall apply to the agreement and the present general terms and conditions.

15.2 To the extent not otherwise provided for by mandatory provisions, all disputes arising from the agreement and the present general terms and conditions, shall be settled by the competent court in the district in which Salud Foodgroup Europe B.V. actually has its registered office in the Netherlands.