

General Terms and Conditions of Scaldis Food BV. Filed with the Chamber of Commerce for the Southwest Netherlands under number 70922675. The General Terms and Conditions apply to and form part of all Agreements and Offers and apply to all (other) dealings and legal transactions between Scaldis Food and Purchaser. The General Terms and Conditions also apply to the request for, and the negotiations concerning, an Offer or an Agreement. The main provisions are as follows:

General

Offers are subject to contract and irrevocable, unless Scaldis Food has stipulated otherwise in writing.

Delivery: Ex Works, according to the valid Incoterms, unless agreed otherwise.

Price: prices are in Euros, excluding VAT, Ex Works from Axel in accordance with that stipulated in the latest version of Incoterms.

Retention of title: everything supplied remains the property of Scaldis Food – also after and despite processing or handling – until the Purchaser has paid all debts relating to anything supplied or to be supplied on the basis of agreement.

Payment: at the latest, within 30 days of the invoice date; if Purchaser fails to meet its payment obligations under the Agreement, Purchaser shall be in default by operation of the law, without the need for a notice of default. Purchaser then owes the statutory (commercial) interest to Scaldis Food, without prejudice to Scaldis Foods other contractual and legal rights. All (extra-) judicial collection costs which Scaldis Food has to incur in connection with Purchaser's performance of its payment obligations shall be charged fully to Purchaser.

The definition of force majeure used in these General Terms and Conditions is the same as that used in the law and Dutch case law. This includes all circumstances independent of the will of Scaldis Food as a result of which it is obstructed from or delayed in fulfilling (the relevant part of) its obligations towards Purchaser, or this becomes uneconomical, as a result of which Scaldis Food cannot reasonably be expected to fulfil its obligations, including all manner of natural disasters, strikes, labour unrest, failure or delay on the part of Scaldis Food suppliers, acts of war, a lack of raw materials, epidemics, animals sicknesses, transport problems, import and/or export bans, government measures, fire, explosion, frost, high temperatures, disruptions to communication links and power failures, withdrawal or failure to extend necessary permits, certificates, licences and suchlike. Force majeure does not relieve Purchaser of its payment obligations.

Warranty

Purchaser must closely inspect, or commission a third party to closely inspect, the Products immediately on receipt of the Products, and any defect must be reported straight away, at all events no later than 48 hours after delivery. Any visible defects must be reported in writing, with an explanation, to Scaldis Food within no more than ten days of delivery. Otherwise, any claim Purchaser has on Scaldis Food is extinguished. If this complaints period expires unused, the Agreement is considered to have been implemented satisfactorily by Scaldis Food. Complaints by the customer relating to 'concealed' defects must, under penalty of the loss of any claim by Purchaser against Scaldis Food, be lodged within 10 days of the time they were discovered, or should reasonably have been discovered, yet no more than 20 days following delivery.

Service

Purchaser/client shall bear the costs and risk of all storage and/or processing of goods. Purchaser must be adequately insured against all risks which could affect the goods stored/presented for processing for the duration of the agreement.

Scaldis Food is not liable for delays, lost time, costs or damage, of whatever nature suffered by whomever, as a result of an inaccessible or unusable or already occupied loading/unloading point, unless space was reserved in advance. Scaldis Food is in no case obliged to accept goods for which freight, tax, levies, fines and/or other charges or costs, of whatever kind, are due, unless sufficient security is furnished by Purchaser or on Purchaser's behalf.

Insofar as a 'new' product emerges, within the meaning of the product liability legislation, through packaging / processing by Scaldis Food, Purchaser and never Scaldis Food shall be considered to be the producer within the meaning of the law relating to product liability. Purchaser shall indemnify Scaldis Food against claims from third parties, under whatever name, based on the product liability legislation.

Complaints about the quality of the packaging work and/or processing work performed by Scaldis Food can only be made within 5 working days after Purchaser / the client has discovered the poor quality of the service, and in no event later than 10 days after the packaging and/or processing work took place. Complaints about the service are not allowable if Purchaser / the client has started processing work whilst Purchaser / the client could have spotted the alleged poor quality of the service at first glance by a simple check.

Scaldis Foods liability for compensation with regard to the packaging and/or processing work it has carried out shall never amount to a sum higher than the sum of the invoice for the packaging and/or processing work supplied to which the poor quality relates, notwithstanding the possible right of Purchaser to terminate the service contract in question due to attributable breach. Scaldis Food is not liable for any kind of consequential damage and/or damage to third parties suffered under whatever name and for whatever reason.

Liability

Scaldis Food is never liable for indirect damage, consequential damage and immaterial damage. If Scaldis Food is liable for any damage against Purchaser on the grounds of an Agreement and/or the law, this liability is at all events limited to the amount that will be paid to Scaldis Food as a result of the applicable liability insurance. If Scaldis Foods insurer fails to pay, for whatever reason, if the insurance in question offers no cover or if there is no appropriate insurance, Scaldis Foods liability will at all events be limited to the net invoice value excluding BTW of the relevant Agreement or, if sub-deliveries were agreed, the net invoice value excluding VAT of the sub-delivery to which the loss-causing event most applies. In all cases, a maximum liability of € 100,000 per event or per series of events with the same cause is applicable.

Purchaser shall indemnify Scaldis Food against all claims from third parties, of whatever nature and for whatever reason, which are related to the implementation of the Agreement or any ensuing (purchase) agreements between Purchaser and customers. Purchaser shall reimburse Scaldis Food for all damage and/or costs relating to such claims, including the possible costs of legal assistance.

Scaldis Foods employees or agents/ third parties brought in by Scaldis Food to implement the Agreement can invoke all defenses against Purchaser which can be derived from the Agreement as if they were themselves party to the Agreement.

Any claim against Scaldis Food, except those acknowledged by Scaldis Food, is extinguished 12 months after the claim arose.

Purchaser must act, with respect to the (sale of the) Products in accordance with the appropriate product safety requirements.

Purchaser must provide all necessary cooperation if Scaldis Food whether or not on the grounds of European or Dutch regulations regarding general product safety, wishes to issue a public warning or announce a product recall or take other measures.

Purchaser shall not, without prior consultation with and written consent from Scaldis Food, (i) take any measure in connection with European or Dutch regulations regarding general product safety, such as a product recall or public warning, or (ii) inform a competent authority, on the grounds of any regulations, about a Product's lack of safety.

Purchaser is obliged to withdraw from the market Products which have been put into circulation and which have a fault, or of which there is a danger of them revealing a fault, within a reasonable period to be determined by Scaldis Food. All accompanying costs shall be paid by Purchaser, unless the reason for the product recall is not at the expense and risk of Purchaser, on the grounds of the Agreement, General Terms and Conditions or the law.

In order to make possible any public warning or product recall, Purchaser shall keep a record at all times of to whom, when and in what quantities deliveries of the Products (if applicable) took place.

Choice of law

The General Terms and Conditions, Offers and Agreements shall be governed exclusively by Dutch law. The Vienna Sales Convention and any other appropriate international regulations the application of which can be excluded do not apply to the General Terms and Conditions and Agreements. All disputes relating to the General Terms and Conditions, Offers and Agreements or arising in some other way, including disputes about the existence and the validity and possible non-contractual obligations of these, will be presented exclusively to the court with jurisdiction in The Hague.