

# General Purchase Terms and Conditions Sonneveld Group B.V.

## 1. Introduction

These purchase terms and conditions are part of each and every agreement in respect of which Sonneveld Group B.V. acts as the buyer or the customer. Unless expressly stipulated otherwise in writing, the present purchase terms and conditions are applicable to all our assignments for delivery and the general sales terms and conditions used by the supplier are expressly refused. Sonneveld Group B.V. is hereinafter referred to as: the 'customer'.

## 2. Price

### 2.1

The prices specified in the assignment of the customer are fixed and binding, unless stipulated otherwise.

### 2.2

Changes, extra costs or duties are not allowed without the written approval of the customer.

## 3. Conclusion

### 3.1

Assignments for delivery and thereto pertaining arrangements are only binding on the customer if they have been established in writing by the customer.

### 3.2

The supplier must approve the order in writing within 4 days.

## 4. Delivery and title

### 4.1

Unless stipulated otherwise and indicated on the front page of the order, delivery of the goods shall take place Delivery Duty Paid (named destination place) according to the Incoterms 2000 and the packing and loading shall take place such that the delivery is possible at the time (times) specified in the order.

### 4.2

Deliveries to our branches are only accepted at the delivery addresses and times specified by us as indicated in our orders.

Deviations in terms of the aforementioned delivery addresses and time(s) can only take place with the written approval of the customer.

### 4.3

In the foodstuffs industry high requirements are imposed on hygiene, (food) safety and quality. In this context the client imposes high requirements on our suppliers. Upon delivery of bulk goods the drivers must abide by the work instructions with regard to the unloading as provided by client. In order to prevent undesired and unsafe situations from occurring the client expects of the supplier that the latter deploys drivers who have command of at least one of the following languages, i.e. Dutch, English or German.

### 4.4

Delivery times stipulated with the client are deemed to be fatal deadlines. If the supplier does not deliver within this deadline, or if the supplier does not deliver within a reasonable deadline after having been summoned, the supplier shall be in default, without any further notice of default being required. The client can in that case, at its sole discretion, unilaterally cancel the order, claim replacement of the delayed goods and/or services and/or claim compensation for the damages originating from the default of the supplier, all without the supplier being entitled to any compensation.

### 4.5

Delivery earlier than stipulated can only take place with the prior approval in writing of the customer. Earlier delivery does not result in changes in the stipulated time of payment.

### 4.6

It shall be possible to with the written approval of the client extend the delivery time by a reasonable time if the delay is caused by force majeure. If this kind of request for approval is received after expiry of the delivery time the right of the client to claim compensation for damages deriving from the delay shall remain in full force and effect without abatement.

### 4.7

Unless indicated otherwise in delivery terms and conditions, contrary to those laid down in Delivery Duty Paid (named destination place) according to the Incoterms 2000, the title and the risk of loss shall transfer from the supplier to the

customer at the time of delivery as indicated on the front page of the order. All goods that are rendered available by the customer for the implementation of this order, or are paid by the customer and manufactured according to this order, are deemed to be the property of the customer. The supplier is liable for any and all loss of or damages to the property of the customer occurring whilst in possession of the supplier and after use or on demand of the customer the supplier shall return this property to the customer in a good state.

## 5. Quality and warranty

### 5.1

The supplier guarantees that the delivered goods or the supplied services comply with the description and the specifications provided to the supplier by the client (or, in the event the client did not provide any specifications, with the specifications of the supplier), that the goods are new and unused (unless indicated otherwise), are of good quality and in a good state, without defects and that they are suitable for the use for which they are meant.

### 5.2

Moreover, the goods must be certified according to national and/or international rules and comply with requirements in terms of warranty and/or lifecycle and comply with the food safety regulations and safety conditions that can be expected of the same or have been established by law.

### 5.3

On demand of the customer the supplier shall gratuitously provide the customer with a certificate of fitness or a certificate of composition in order to demonstrate that the delivered goods comply with the specifications in the order.

### 5.4

The supplier must inform the customer about possible goods with a limited shelf-life or in respect of which a due date applies (in other words if in due time the goods are subject to loss of quality, safety or expected performance) or if the goods need to be stored under special conditions.

### 5.5

The supplier shall inform the customer in writing of possible changes in raw materials, manufacturing processes, production establishment or test methods at least 2 months in advance in order to determine in mutual consultation what the possible effects on the process or the performances of the product of the customer shall be.

### 5.6

The client expects of the supplier that the quality of the manufacturing process is certified according to HACCP, BRC, IFS or similar programmes.

### 5.7

Goods and services delivered and supplied under this agreement are subject to inspection and approval by the customer within 2 weeks after receipt of the goods at the place of destination or after completion of the services.

### 5.8

If the specifications of the client or the description of the supplier are not accurately complied with the goods and services can be rejected and returned to the supplier at the expense and risk of the supplier. The client is authorised, such at the exclusive discretion of the client, to either cancel the order (where the supplier shall be held to repay all payments already made by the client with regard to the cancelled order) and claim full compensation for damages or, in case of an attributable shortcoming or if the goods or services do not comply with any guaranteed quality, claim full compensation for possible damages, to the extent permitted by the applicable law or claim compliance.

### 5.9

In urgent instances and if the supplier is timely informed (if within reason possible before the customer takes action) the customer shall at the expense of the supplier be authorised to replace or repair components that cause damages and to take other measures to limit or repair damages.

## 6. Packing and marking

### 6.1

The supplier provides for sufficient protection and packing of the goods in order to guarantee receipt in an acceptable condition. All packing must be provided with the order and demand numbers of the client, the quality control data of the supplier, the best before date, the gross, tar and net weight

and/or the quantity and possible other information or markings as requested by the client.

### 6.2

The supplier must at least mark the goods according to local and international rules, including but not limited to the identification of dangerous or hazardous substances, or the indication that CE rules are met.

### 6.3

The supplier shall not charge the customer for packing or thereto pertaining costs, unless expressly stipulated otherwise. All packing materials are considered to be for single use, unless clearly indicated otherwise in writing by the supplier. The supplier shall at its own expense provide for the necessary support so that the customer can comply with the national and international rules with regard to the return, processing and/or recycling of packing waste.

## 7. Inspection before delivery

### 7.1

The customer is authorised to inspect (have inspected) the ordered goods prior to the shipment or to conduct (have conducted) an audit of the administration of the supplier in order to verify as to whether the specifications are complied with. This kind of inspection shall not release the supplier from responsibility or liability nor shall this kind of inspection be considered as acceptance of the goods.

### 7.2

The client is authorised to on demand inspect (have inspected) the manufacturing process in the plant of the supplier or a contractor or other auxiliary people who work for the supplier. If the client has good reasons to fear that the supplier shall not comply with its obligations, the supplier shall on demand of the client forthwith be held to provide collateral in the form desired by the client, even if the supplier declares to be willing to comply with its obligations.

## 8. Documentation

### 8.1

The supplier must provide the accounts payable department of the customer with an original invoice. In order to be accepted by the customer, the invoice of the supplier must in any case contain the following information:

- order and/or demand number of the customer;
- total payable amount;
- VAT (where applicable), stated separately;
- name of the contact person of the customer who placed the order;
- accounting, weight and load statement, customs release (where applicable);
- fees, excises and other local taxes, stated separately;
- VAT registration number of both the customer and the supplier;
- product number of the customer and clear product description;
- Intrastat (UNHS) code for each product;
- item price of the product;
- unit and/or identification numbers of the customer;
- shipment or transport number (B/L, CMR or similar).

### 8.2

Goods delivered by the supplier must always be provided with the correct user and maintenance manuals and, where applicable, material safety data sheets. If so desired by the customer, documentation that the goods comply with the specifications, a certificate of composition, quality test information and the applicable and correct user and/or other technical information must be presented at the time of delivery or at a different date specified by the customer, whereby the content must comply with the requirements imposed by the customer or, if the customer did not provide specific requirements, at least with the requirements laid down in the local and international rules.

### 8.3

Not complying with the requirements for documentation or not complying with the stipulated quantity, price and conditions with regard to the delivery or other conditions imposed in the order of the client or thereto pertaining appendices can result, at the discretion of the client and after the client has given notice of its intention to the supplier, in rejection of the delivery of the order and return of the goods at the expense of the supplier, with the right to claim full compensation, or in rejection and return of the

invoice for the necessary correction by the supplier or payment to the supplier only for the part that, in the opinion of the client, qualifies for the same.

## 9. Payment

### 9.1

Unless stipulated otherwise by the customer and specified in the order and after timely and correct compliance by the supplier, payment of the delivered goods or supplied services shall take place within 60 days after receipt by the customer of a correct invoice and supporting information, as indicated in the order and the thereto pertaining appendix (see also article 8).

### 9.2

Payment of invoices cannot be assumed as unambiguous recognition of the soundness of the delivered goods or supplied services. Sonneveld Group B.V. reserves the right to submit a complaint with regard to defects which could only be discovered after payment of the invoice and to suspend possible additional payments and/or to immediately set off the incurred damages without any further notice of default.

### 9.3

Sonneveld Group B.V. reserves the right to set off claims vis-à-vis the supplier on any grounds whatsoever, whether or not claimable or subject to a time limit or condition, against all that which Sonneveld Group B.V. might be due to the supplier. The supplier is only entitled to set off that which the same is due to Sonneveld Group B.V. by virtue of the relevant agreement against that which the same has to claim from Sonneveld Group B.V. pursuant to the same agreement. The supplier is not allowed to suspend deliveries on the ground of a claim on account of a different agreement concluded with Sonneveld Group B.V.

## 10. Patents and indemnification

### 10.1

The supplier fully indemnifies the customer against claims of third parties in connection with any infringement or alleged infringement of patents, trademark rights or other intellectual and industrial property rights with regard to the use or the sale of the goods delivered or the services supplied by the supplier. The supplier shall compensate the customer for all costs incurred by the customer and damages inflicted upon the customer as a result of this infringement or for which the customer is held liable as a result of these kinds of claims.

### 10.2

The supplier indemnifies the customer against, and shall ensure that the customer is compensated for, possible claims, duties or liabilities which derive from compliance with obligations by virtue of this agreement by the supplier.

### 10.3

The supplier shall respect, protect and abide by the patents, copyrights, trade mark and model rights of the client.

## 11. Government regulations

The supplier warrants that all applicable laws, rules and directives and other government regulations with regard to the production, sale and delivery of the goods or services intended here are complied with. Non-compliance with these regulations entitle the customer to cancel the order.

## 12. Transferability

### 12.1

Rights and obligations deriving from this agreement cannot be transferred by the supplier, without prejudice to the written approval of the customer, which approval the customer shall not unreasonably withhold.

### 12.2

The supplier must obtain the written approval of the customer before the supplier involves third parties in the production of the ordered goods.

### 12.3

The customer reserves the right to transfer the rights and obligations by virtue of this agreement to a third party with prior written notice to the supplier.

## 13. Termination and dissolution

### 13.1

The client is entitled to terminate the agreement in writing and with immediate effect and to cancel each and every order, without prejudice to the right of the client to claim compensation, if the client holds this necessary within a reasonable period before the requested delivery has taken place, or if the supplier does not comply with the

requirements and conditions for the specified goods or services or thereto pertaining documentation or if the supplier does not comply with any and all statutory or contractual obligations and guarantees deriving from this agreement without the client being held to pay any compensation (for damages).

### 13.2

If the supplier is declared insolvent, is granted suspension of payment or if the same liquidates its company the client shall be entitled to dissolve this agreement either in whole or in part, without any notice of default, by means of a written notification, without prejudice to the right of the client to claim full compensation.

### 13.3

Unless expressly stipulated otherwise by both parties, an event related to the European Economic and Monetary Union, or the factual non-occurrence of said event, shall not give cause to consider this agreement as dissolved and shall not entitle the parties to amend or terminate the agreement.

### 13.4

Failing any other agreement between the parties each and every official act that requires the conversion into a "Euro" transaction currency shall by operation of law result in an automatic recalculation of all amounts in local currency expressed in this agreement into Euros according to the required conversion rules based on the official standard exchange rate, applicable at the date of the invoice, rounded to 2 decimals according to the common arithmetical principles.

## 14. Force majeure

### 14.1

Neither the customer nor the supplier shall be liable or in default with regard to untimely or failing compliance with obligations deriving from this agreement if the cause of the failure is within reason beyond the control of the party. The defaulting party shall forthwith inform the other party of the scope and the expected duration of the problems.

### 14.2

If one of the parties relies on force majeure, after forthwith having given written notice to the other party, the latter party shall be entitled to cancel the assignment either in whole or in part or to suspend the implementation of its obligations.

### 14.3

If the reliance on force majeure of the supplier only partly affects compliance with its delivery obligations, the supplier shall deliver or supply a proportional part of the ordered goods or services.

## 15. Confidential information

### 15.1

All information and information carriers in this order or thereto pertaining documents and goods provided by the customer (the 'Information') remain the property of the customer and shall not be communicated to third parties by the supplier without the written approval of the customer.

### 15.2

The supplier cannot make use of the Information to develop or apply for any patent, without the prior approval in writing of the customer.

### 15.3

The supplier can use neither the name of the company of the customer nor the product name or names for advertising purposes or references, without the written approval of the customer.

### 15.4

The supplier warrants that all employees and third parties who necessarily take note of the Information shall abide by these obligations.

## 16. Health, Safety and the Environment

### 16.1

The supplier shall at its own expense comply with any and all applicable statutory directives, rules, guidelines and other official regulations with regard to health, safety and the environment and at the premises of the customer also with all rules, directives and regulations with regard to health, safety and the environment of the customer. Non-compliance with the foregoing shall entitle the customer to, at its sole discretion and after having given the supplier notice of its intention, cancel the order.

### 16.2

The customer expects of the supplier that sound principles are applied with regard to the correct management of health, safety and the environment, that an effective Product Stewardship Process is applied to goods and services delivered and supplied to the customer and that certification according to the ISO 14000 and EMAS/Eco audit regulations of the European Union is applied for.

## 17. Applicable law and competent court

### 17.1

Dutch law is applicable to all legal relationships between the customer and the supplier with the exclusion of the Vienna Sales Convention ('CISG').

### 17.2

Disputes related to this agreement are in the first instance exclusively settled by the District Court in Dordrecht, unless the customer opts, as claimant or applicant, for the competent court of the domicile or residence of the supplier.

## 18. Validity

These purchase terms and conditions supersede any earlier purchase terms and conditions and are applicable to all purchase agreements concluded by the customer after 1 January 2010.