

GENERAL CONDITIONS OF SALE OF BURGS FOODS

ARTICLE 1 - DEFINITIONS

In these general conditions of sale the following definitions apply:

Customer: any party to which Burgs Foods supplies goods and/or for which it performs or has agreed to perform services, and any party that has given Burgs Foods an instruction of another nature;

Burgs Foods: Burgs Foods B.V. and/or its affiliated companies;

Agreement: all agreements between Burgs Foods and the Customer relating to the purchase of goods and/or services by the Customer from Burgs Foods, and any other instruction given by the Customer to Burgs Foods, as well as any act legal or otherwise related to the foregoing.

ARTICLE 2 - APPLICABILITY

1. These general conditions of sale shall apply to all offers and quotations of Burgs Foods and to the Agreement.
2. Burgs Foods is entitled to amend these general conditions of sale and shall inform the Customer thereof in writing.
3. Any general conditions of the Customer are expressly excluded from applicability.
4. If the substance of the Agreement deviates from the substance of these general conditions of sale, the substance of the Agreement shall prevail.

ARTICLE 3 - OFFER; FORMATION OF THE AGREEMENT

1. Quotations and price offers will always be without obligation and may be subject to cancellation or modification at any time.
2. An Agreement between Burgs Foods and the Customer is considered to be concluded if Burgs Foods has expressly accepted an order or instruction from the Customer in writing or has begun fulfilling that order or instruction.

ARTICLE 4 - PRICES AND PAYMENT

1. Agreed prices are exclusive of VAT and other governmental levies.
2. All invoices of Burgs Foods shall be paid within fourteen (14) days of the invoice date, without any reduction or set-off.
3. In the event of late payment, the Customer will be in default by operation of law and will be required to pay statutory interest (within the meaning of Article 6:119(a) of the Dutch Civil Code) with effect as from the invoice date.
4. The Customer shall pay all judicial and extrajudicial costs that Burgs Foods may incur due to the fact that the Customer fails to fulfil its obligations properly and on time.
5. The Customer has no right of suspension of any of its payment obligations.

ARTICLE 5 - OBLIGATIONS OF THE CUSTOMER

1. The Customer has a duty to cooperate with Burgs Foods and to ensure the timely supply of any information, which is or may be necessary for the execution of the Agreement.
2. The Customer is responsible for ensuring that any information supplied is accurate, complete and reliable (also if this information has been provided by or through another party). Burgs Foods may at all times legitimately rely on the information provided by the Customer.

ARTICLE 6 - DELIVERY OF GOODS; PERFORMANCE OF SERVICES

1. Burgs Foods may make partial deliveries and issue partial invoices in connection with them.
2. Delivery terms and times quoted or agreed shall not be considered to be a final deadline.
3. Burgs Foods undertakes to execute the Agreement to the best of its ability, with due observance of the Customer's legitimate interests, but shall not guarantee the achievement of any result that is envisaged.
4. Deviations from the agreed upon amount, on bulk orders, are justified when they stay within a 10% limit. The actual produced amount will be included in the final invoice.
5. If, for any reason whatsoever, the Customer fails to accept delivery or timely delivery of goods offered for delivery in accordance with the Agreement, all costs incurred in vain by Burgs Foods in connection with the offer and any additional costs of transport, custody and storage will be for the Customer's account. The risk will also pass at the time at which Burgs Foods offers the goods for delivery in accordance with the Agreement and the Customer fails to accept delivery for any reason whatsoever.

ARTICLE 7 - RETENTION OF TITLE

1. Burgs Foods shall retain title to all goods that it delivers until the Customer has fully paid all amounts that the Customer is required to pay to Burgs Foods by virtue of the Agreement and/or other agreements, including any interest and expenses.
2. Notwithstanding the provisions of Article 7.1, the Customer may dispose of and deliver goods that were delivered subject to retention of title as part of its normal business conduct.
3. In such case, the Customer shall inform third parties of Burgs Foods' retention of title.
4. In the event of any failure in timely payment by the Customer, Burgs Foods will be entitled to repossess the goods subject to retention of title on its own authority for the account of the Customer, regardless of where they are located. The Customer will be obliged to render its full cooperation for that purpose.

ARTICLE 8 - COMPLAINTS; EXPIRY PERIOD

1. The Customer shall inspect the goods immediately after delivery and shall verify whether the services have been rendered in a satisfactory manner.
2. Any complaint of the Customer regarding incorrect or incomplete fulfilment of an order shall be submitted to Burgs Foods in writing within eight (8) days of the date on which the goods were or should have been delivered or the services were or should have been rendered. If the complaint is not submitted to Burgs Foods within this term, the Customer no longer has claim against Burgs Foods regarding incorrect or incomplete fulfilment of an order.
3. The Customer shall include a clear and accurate description of the Complaint. Lodging a complaint shall not relieve the Customer from its payment obligation.
4. If Burgs Foods considers a complaint to be well founded, it will, at its option, either repair or replace the delivered goods or rendered services, or credit the purchase price paid by the Customer in connection with the delivered goods or supplied services, and, as the case may be, take back the delivered goods.

ARTICLE 9 - LIABILITY FOR DAMAGE

1. Burgs Foods shall not be liable for any damage suffered on the part of the Customer, unless the damage results from intent or wilful recklessness exclusively on the part of Burgs Foods' executive staff.
2. The Customer shall report the damage it has incurred to Burgs Foods in writing as quickly as possible but within eight (8) days after the damage was caused or became known. Any damage not reported within this term shall not be eligible for compensation. All legal claims of the Customer against Burgs Foods will in any event prescribe after one (1) year, to be counted from the date on which the relevant obligation fell due under the order or the event occurred that caused the damage.
3. The Customer will indemnify Burgs Foods against all claims of third parties on any basis whatsoever in connection with goods delivered by Burgs Foods to the Customer or in connection with services rendered by Burgs Foods to the Customer, unless and insofar as the Customer demonstrates that the claim of a third party is in no way related to any circumstance that falls within the Customer's scope of risk.

ARTICLE 10 - INTELLECTUAL PROPERTY

1. All intellectual property rights in respect of the goods and services shall vest in Burgs Foods. Without Burgs Foods' prior permission in writing, the Customer shall not reproduce, publish or imitate the goods in whole or in part.
2. Unless agreed otherwise, the Customer may trade in goods originating from Burgs Foods only under the brand, logo, trade name and specifications under which the goods were delivered to the Customer. Unless agreed otherwise, the Customer may not change the quality of the goods it purchased from Burgs Foods, including their labelling, imprints and instructions.
3. The Agreement does not contain any assignment of any intellectual property rights as part of the delivery of the goods to the Customer or the services rendered to the Customer and the related documents.

ARTICLE 11 - CONFIDENTIALITY

1. All information originating from which the Customer can reasonably assume to be confidential may not be disclosed. The Customer shall impose the same obligation on its employees or third parties that it has engaged in the performance of the Agreement.
2. The confidentiality obligation referred to in Article 11.1 does not apply to information, which must be disclosed by the Customer pursuant to the law, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority.

ARTICLE 12 - FORCE MAJEURE

In the event of force majeure (within the meaning of Article 6:75 of the Dutch Civil Code) on the part of either party, the performance of the Agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either party being liable for payment of any compensation to the other party. If the force majeure situation is reasonably expected to continue for more than three (3) months, or has already lasted for three (3) months, the other party may dissolve the Agreement by registered letter effective immediately and without recourse to the courts, without thereby creating any rights to compensation.

ARTICLE 13 - SUSPENSION; DISSOLUTION

1. Only Burgs Foods may, at its option, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or in part by written notice without

recourse to the courts (with immediate effect and without Burgs Foods being liable for payment of any compensation) in the event that:

- a) the Customer fails to fulfil any of its obligations under the Agreement and/or these general conditions of sale;
 - b) the Customer applies for or is granted a suspension of payments, or applies for or is declared bankrupt;
 - c) the Customer is placed under legal guardianship or administration;
 - d) the Customer's enterprise is sold or discontinued;
 - e) permits which are required for the performance of the Agreement are revoked; or
 - f) an attachment is levied on a significant part of the Customer's operating assets.
2. All claims, which Burgs Foods may have or come to have against the Customer in the situations mentioned in Article 13.1, shall be immediately due and payable in full.

ARTICLE 14 - ASSIGNMENT; OUTSOURCING

1. The Customer may not assign any of its rights and obligations under the Agreement or contract out the performance thereof to third parties without the prior written permission of Burgs Foods.
2. Burgs Foods is entitled to engage persons who are not associated with it for the purpose of executing the Agreement. Burgs Foods is not liable for damage or loss caused by acts or omissions of these other persons engaged by it.

ARTICLE 15 - INVALIDITY OF ONE OR MORE PROVISIONS

1. The invalidity of any provision of the Agreement and/or these general conditions of sale shall not affect the validity of the other provisions of the Agreement and/or these general conditions of sale.
2. If and to the extent that any provision of the Agreement and/or these general conditions of sale is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties, which is acceptable considering all the circumstances.

ARTICLE 16 - APPLICABLE LAW AND JURISDICTION

1. The legal relationship between Burgs Foods and the Customer is governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention.
2. Any dispute between Burgs Foods and the Customer shall be settled by the competent court of Rotterdam.