

TASTY TRADE B.V.

GENERAL TERMS AND CONDITIONS

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1. Scope

1.1 Any delivery from TASTY TRADE B.V. (hereinafter TTBV), further as the Seller, is subject to only these General Terms and Conditions, being binding on all deliveries between the parties, thus superseding all agreements and customs inconsistent with the contents hereof, including any terms and conditions drafted and submitted by the Purchaser, unless otherwise stated in the invoice, sales or order confirmation submitted by the Seller.

2. Formation

2.1 On the placing of a sales confirmation and until it has been communicated to the Purchaser and accepted by signing, the Seller is entitled to withdraw any such sales confirmations, statements or declarations.

2.2 Any cancellation or change of confirmed sale requires a prior written approval from the Seller, where Purchaser shall pay all costs and expenses incidental thereto. The Purchaser shall indemnify the Seller against any loss occurring as a consequence of the cancellation or change of the confirmed order.

2.3 Confirmed sale excludes its partial or complete dissolution by The Purchaser.

3. Authority

3.1 No independent persons/companies, e.g. agents, representatives or brokers, are authorized to bind the Seller without a prior written agreement to that effect.

4. Prices

4.1 Unless otherwise explicitly stated in the sales or order confirmation, all prices are quoted in EURO are current prices, based on indicated delivery terms, exclusive of VAT and other public duties.

4.2 If the price is quoted in another currency than EURO, the price will be based on the foreign currency exchange rates applicable upon placing the sales confirmation or purchasing order. Consequently, any changes in the exchange rate will entitle the Seller to adjust the price accordingly.

5. Terms of delivery

5.1 Delivery conditions are subject to interpretation as INCOTERMS 2010, unless otherwise explicitly stated in the order confirmation. Consequently, the Purchaser shall carry any risk of all costs, including any freight charges, in connection with deliveries from the point of dispatch stated. The Purchaser undertakes in due time to give notice about the method of dispatch which the Purchaser wishes to use. Otherwise, the Seller is entitled on the Purchaser's account to decide the method and route of dispatch.

5.2 The quantity delivered by the Seller may vary by 10% upwards or downwards compared to the quantity ordered, with the sole consequence that the charged amount will be adjusted in accordance with the quantity delivered.

5.3 In case of delay in delivery, the Seller undertakes to notify the Purchaser thereof.

5.4 The Seller is not responsible for delay, unless this has been separately agreed.

5.5 Should the Purchaser fail to take delivery on the date of delivery, the Seller is entitled to terminate the Agreement and submit a claim for damages. Further, the Seller is entitled to sell off or store the goods on the Purchaser's account at their discretion. Any storing of products is at the Purchaser's risk. If kept in a frozen store, the Purchaser shall pay a charge in settlement of the costs actually incurred plus a finance supplement, as per the additional rates set out by the Seller.

5.6 Any of accepted (e.g. by invoice endorsement) products and packaging may only be returned in terms and conditions when agreed upon in writing and, if so, all related costs and expenses (also re-processing) will be for the Purchaser's account. Pallets, boxes, cases and other containers, which are separately debited, will not be credited.

6. Terms of payment

- 6.1 Payment must be completed prior to the date stipulated in the sales or order confirmation or invoice.
- 6.2 The Seller is entitled at any time to demand the provision of adequate security for punctual payment of the amount to be charged.
- 6.3 In case of delay in delivery due to the Purchaser's situation, the Purchaser shall pay all amounts due to the Seller, as if delivery had been made in time.
- 6.4 Any delay in payment carries an addition of interest of 3% for each month entered as from the due date and until payment has been affected. On the forwarding of payment reminders, the Seller will charge a reminder fee of EURO 100.00 on each overdue payment reminder.
- 6.5 The Purchaser is responsible for the payment of all costs incurring in connection with funds transfers.
- 6.6 The Purchaser's payments must cover interest and costs accrued in priority to the settlement of the principal.
- 6.7 In the event of default in payment, the Seller is entitled to claim its collection charges up to all is fully covered, i.e. not only the maximum charges fixed by the Dutch law.
- 6.8 The Purchaser is not entitled to set off the purchase price or any part thereof and is further not entitled to withhold the purchase price on account of a lack of conformity under clause 9.
- 6.9 In case of breach on the part of the Purchaser of one or more of its contractual obligations hereunder, including its obligations under clause 5, the Seller is entitled to terminate the agreement, sell the products consigned on the Purchaser's account to any other third party and/or submit a claim for damages. The Seller is entitled to claim compensation for any loss suffered, including any indirect losses.

7. Retention of title

- 7.1 All products delivered by the Seller, both existing and future products, remain the Seller 'property, until all outstanding accounts originating from the business relations with the Purchaser have been settled by full payment.
- 7.2 The Purchaser shall keep the Seller's products separated from the Purchaser's own or third parties' products, until all the Seller's outstanding accounts have been settled by full payment, and the Purchaser shall further ensure that the Seller's products are duly stored, protected, insured and identified as belonging to the Seller.
- 7.3 Should the Purchaser act in a way contrary to the provisions of this agreement, the Seller will be entitled to withdraw the products concerned, and the Purchaser shall then return all such products for own accounts.

8. Force majeure

- 8.1 The Seller is not liable in damages for any non-performance of its contractual obligations, provided they can substantiate that such non-performance is due to circumstances beyond its reasonable control, such as, but not limited to: situations of war, warlike events, fire, strikes, lockouts, bans on exports or imports, embargoes, production standstills, shortages of energy or transport facilities.
- 8.2 Force majeure on sub-suppliers will be considered force majeure on the Seller.
- 8.3 In case of a force majeure event, the Seller is entitled to extend the time of delivery correspondingly or terminate the Agreement and/or all own obligations. As soon as any such hindrance has been removed, either Party is bound by the Agreement, unless previously terminated by the Seller.

9. Duty to give notice and duty of inspection

- 9.1 The Purchaser undertakes to inspect the product immediately upon receipt thereof.
- 9.2 The Purchaser shall give notice of any non-conformity to the Seller as soon as possible and not later than:
- 9.2.1 Immediately in case of visible damage or defect.
 - 9.2.2 48 hours upon receipt, if the Product consists of frozen chicken/ chicken parts, and it is possible to establish the defect by means of an examination or a manual inspection.

9.2.3 120 hours upon receipt, if the Product consists of frozen chicken/ chicken parts, and it is impossible to establish the defect by means of any other investigation than examination or manual inspection.

9.3 All such notices of non-conformity must be made in writing and must clearly state the nature.

9.4 If the Purchaser fails to observe the above deadlines, the Purchaser's right to give notice of the defect will be forfeited.

9.5 The Purchaser shall store the products being allegedly defective in accordance with the following guidelines, until the Seller has confirmed receipt of the notice in writing:

9.5.1 Frozen chicken/ chicken parts must be kept in a frozen store at a temperature -18° C and below. Upon the Seller' receipt of due notice and acknowledgement of the non-conformity, the Seller will issue a credit note for the non-conformity for which the Seller can be held responsible.

10. Product liability

10.1 The Seller is only liable for personal injury or property damage caused by the goods, provided such injury or damage is demonstrably due to a defect or neglect on the part of the Seller in a product delivered by the Seller, and provided the said goods are demonstrably defective, that the injury or damage is due to the said defect, and that there is a causal connection between the injury or damage and the defect concerned.

10.2 The Seller assumes no responsibility for any inappropriate storing of the goods at the Purchaser's premises or for the Purchaser's incorrect or non-observing treatment or for any consequences of the Purchaser's use of the goods for experiments or the like.

10.3 Further, the Seller is not liable either for damage to chattels, occurring whilst the goods are in the Purchaser's possession, or for damage to goods manufactured by the Purchaser, and incorporating the goods, and in addition, the Seller is not liable for any operating loss, loss of time, loss of profit, loss of earnings, or any other indirect loss.

10.4 The Purchaser undertakes to give prompt notice in writing to the Seller whether the Purchaser becomes aware of damage, provided there is a third-party claim that such damage is caused by the product, or if the Purchaser becomes aware of the potential risk that a damage may occur.

10.5 If the Purchaser omits to give notice to the Seller as stated above, this will not excuse the Purchaser from taking any measure required for preventing the damage from occurring or from mitigating the damage to a minimum.

10.6 If the Seller is held liable beyond the aforesaid liability, the Purchaser shall indemnify the Seller from and against any such liability. The Purchaser undertakes to take out required product liability insurance covering any product liability that may be imposed on the Purchaser. The product liability insurance must be taken out without recourse against the Seller.

10.7 The Purchaser has the right to lodge a claim before the same court of law/arbitration tribunal hearing the issue on the Seller' liability.

11. Choice of law and venue

11.1 Any dispute arising out of or in connection with deliveries from the Seller must be settled in accordance with Dutch law without regard to any principles of private international law, Vienna Sales Convention (The provisions of the United Nations Convention on the International Sale of Goods) or to any other, specifying any other choice of law.

11.2 Any dispute arising out of or in connection with deliveries from the Seller and/or disputes concerning

the existence or validity of a contract must be brought before and finally settled by the ordinary Dutch courts of law or by an arbitration tribunal established by the Dutch Institute of Arbitration pursuant to the Institute's rules of procedure in force on the commencement of the arbitration proceedings. The proper venue is always the Seller' registered office for the time being.

11.3 The right to decide, whether a dispute should be brought before the ordinary Dutch courts of law, or an established arbitration tribunal accrues to the Seller.

11.4 If the Purchaser requests the institution of legal proceedings, the Seller is entitled within 14 days upon receipt of such request to decide, whether the dispute should be resolved by the ordinary Dutch courts of law or by an arbitration tribunal established by the Dutch Institute of Arbitration.

11.5 If the Seller has not within 14 days given notice of where the dispute should be resolved, the action may be brought before the ordinary Dutch courts of law.

11.6 When bringing an action before the ordinary Dutch courts of law, the first instance for such action will always be the Seller registered address for the time being.