



FOOD GROUP

General Terms and Conditions of Purchase Non Food

VION Food Group Nederland

Article 1 – Definitions

- 1.1 In these general terms and conditions of purchase, VION is understood to mean VION Services Boxtel B.V., private company with limited liability under Dutch law, as well as all affiliated businesses, and Supplier is understood to mean a person or entity which by means of a signature in writing, or some such other manner, has accepted the validity of these general terms and conditions of purchase.
- 1.2 In these general terms and conditions of purchase, where “Goods” are specified”, these are understood to mean both goods and services that are supplied to VION.

Article 2 – Scope

- 2.1 Unless otherwise agreed in writing, these general terms and conditions of purchase apply to all contracts between the Supplier and VION.
- 2.2 Deviations from these general terms and conditions of purchase are only valid if these have been agreed in writing and only apply to contracts for which these deviations have been agreed.
- 2.3 If one or more of the provisions in these general terms and conditions of purchase has been nullified or otherwise not enforceable, the other provisions remain in force. In this case, parties will do their utmost to reach an agreement over a provision which approximates as much as possible to the nullified provision(s).
- 2.4 The applicability of any terms and conditions provided by the Supplier, even if these are subsequently referred to by the Supplier are explicitly rejected, this rejection being accepted simultaneously with the acceptance of these general terms and conditions of purchase.

Article 3 – Offers and orders

- 3.1 All offers by the Supplier, including all costs specified, remain irrevocable and free-of-charge to VION.
- 3.2 VION is only under obligation if and as soon as any contract has been entered into with the Supplier. Orders are binding on the Supplier, unless the Supplier rejects the order in writing within 3 days following the date of the order. Orders are irrevocable for VION up until the moment when they are rejected in writing by the Supplier.
- 3.3 Drawings, images, catalogues and any other information provided by VION remain the property of VION at all times. Without the permission of VION, these may not be copied or otherwise reproduced, in part or in full, other than for internal use. The aforementioned documents may not be shown or handed over to third parties, nor publicised for any other purpose than for which they were provided.
- 3.4 Agreements or assurances made by representatives or subordinates of VION are not binding on VION, unless these agreements or assurances have been confirmed by VION in writing.

Article 4 – Nature and scope of the contract

- 4.1 Acceptance of the offer by VION is binding on VION with respect to the nature and the scope of the contract.
- 4.2 The contract includes only the delivery of Goods which have been explicitly agreed.
- 4.3 Supplementary to article 4.2, applies that VION, on the basis of indications, on the basis of its schedule, specifies the Goods it wishes to purchase from the Supplier in a specific size, up to a specific weight, to a specific number, or in a specific quantity. VION has an unconditional right to change the aforementioned quantity, number, size and weight without being obliged to make any payment of recompense to the Supplier. VION has explicitly no obligation to purchase and shall at all times try to inform the Supplier as soon as possible with respect to such changes.
- 4.4 VION is not bound by any deviation from or addition to the nature and scope of the contract as defined in the Supplier's offer, unless this has been explicitly agreed on in writing by both parties. In this last event, VION is entitled to adjust the agreed price, the method and time of delivery, as well as other parts of the contract.

Article 5 – Prices and conditions

- 5.1 VION shall only pay the agreed price without any increase as a result of - for example, but not restricted to - the packaging, trade promotions, transport, special offer and/or credit limitation. In respect of offers and other proposals, in whatever form, no charges can be made by the Supplier, and so VION has no obligations.
- 5.2 VION will be notified in writing by the Supplier immediately of any future price adjustments and market tendencies. Price adjustments can only be enforced after the written approval of VION.

Article 6 – Delivery

- 6.1 Delivery takes place at the agreed time and the place indicated by VION.
- 6.2 Delivery times specified by the Supplier are only deadlines unless otherwise explicitly agreed. In the event of non-timely delivery the Supplier is in default de jure.
- 6.3 If delivery in part deliveries has been agreed, each part delivery will have the same quality and make-up and satisfy the conditions that have been agreed.
- 6.4 If the Supplier knows, or thinks there is a likelihood that the delivery will not take place on time, the Supplier must notify VION, by telephone and in writing, as soon as possible, but at least 12 hours after this is known or might be known, and to give an indication of what the cause of the delay is, as well as the measures that the Supplier intends to take to prevent the (imminent) delay or to rectify the situation. The aforementioned does not affect the right of VION to timely delivery neither does it affect the right of VION to compensation, nor the right of VION to dissolve the contract with immediate effect.
- 6.5 Packaging and delivery of Goods takes place in the manner specified by VION.
- 6.6 Goods, insofar as this is required or applicable, need to be labelled with a legible sell-by date. Each batch of the same goods needs to clearly specify the contents - including the sell-by date - on the outside.
- 6.7 For each delivery, the Supplier is required to provide VION with a delivery note in duplicate.
- 6.8 All costs associated with repacking, cleaning and delivery are charged to the Supplier.
- 6.9 The Supplier is obliged to take back any used packing, including packaging, crates and such like. The Supplier must pack the Goods in line with the most recent environmental requirements, as well as use as little packing material as possible. Deposits on packing do not apply.
- 6.10 All deliveries to VION by the Supplier take place on the basis of Incoterms 2000: Delivery Duty Paid (DDP). Ownership of and risk in respect of the Goods in question are transferred to VION immediately after the receipt of delivery has been signed.
- 6.11 Periodically, the Supplier will make an overview of deliveries - in a manner prescribed by VION - available to VION.

Article 7 – Payment

- 7.1 The Supplier invoices VION after the date of delivery in compliance with the regulations prescribed by VION.
- 7.2 Payment by VION takes place within 42 days following both the date on which the Goods were received and the date on the invoice which specifies the Goods and the accompanying documents. If the Supplier delivers the wrong Goods and/or sends an incorrect invoice, VION is entitled at all times to suspend obligation of payment without charge until proper delivery and invoicing of the Goods take place.
- 7.3 At all times, VION may offset an outstanding payment against a payment due to VION from the Supplier, for whatever reason and regardless of the currency.



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Article 8 – Quality

- 8.1 The Supplier guarantees that the Goods supplied by him meet the purchasing requirements of VION, in compliance with the relevant statutory regulations, and are free of any visible or invisible defects and suitable for the purpose they were intended. Acceptance of Goods by VION takes place at all times subject to the rights of VION with respect to the right quality and content.
- 8.2 VION is authorised to inspect Goods or have Goods inspected. Inspection can take place before, during or after delivery by both VION as well as third parties called in by VION. The Supplier renders assistance in this process and provides access to where the Goods are produced, administered and/or stored. At the first request, the Supplier will provide, free-of-charge, all documents which are necessary to establish the quality of the Goods.
- 8.3 VION is required to make any complaints to the Supplier within 5 days of detecting defects to Goods. If VION and the Supplier cannot reach an agreement on the matter, VION is entitled to have an independent examination carried out, the costs of which will be charged to the Supplier.
- 8.4 Changes in quality parameters and/or product make-up may only be made after the prior written permission of VION.

Article 9 – Supplier

- 9.1 The Supplier and the third party called in on the approval of VION need to satisfy and will satisfy all requirements which ensue with respect to them from applicable legislation, including licences, as well as additional requirements stipulated by VION with respect to the operation of their business, in particular, with respect to the organisation and its processes.
- 9.2 Without the prior written permission of VION, the Supplier is not entitled to transfer and/or contract out to third parties any rights and obligations ensuing from the contract.

Article 10 – Liability

- 10.1 The Supplier indemnifies VION against all claims made by third parties with respect to defects in Goods. The Supplier is required to take out adequate insurance cover against all normal risks, including, but not limited to, fire, theft, and water damage and (product) liability. At the first request, the Supplier shall provide VION with a copy (copies) of an insurance policy (policies) with a minimum cover of EUR 1,500,000. All claims made by the Supplier to insurance companies in respect of goods covered by the said insurance policies, will be pledged to VION by the Supplier, as soon as VION makes this wish known, in the manner referred to in article 3:239 of the Dutch Civil Code.
- 10.2 The Supplier authorises VION unconditionally and irrevocably to take any measures necessary in the judgement of VION, jointly in its name and at its costs, in the event of complaints received with respect to Goods supplied or to be supplied by the Supplier (e.g. in the event of recalls).
- 10.3 The Supplier indemnifies VION against claims made by third parties in respect of alleged violations of any intellectual rights of the said third party with respect to the Goods supplied or to be supplied. Vis-à-vis VION, the Supplier undertakes to support VION judicially and extrajudicial in the matter.
- 10.4 Except in the event of intentional act and/or gross negligence of the management or subordinates of VION, the Supplier is obliged to compensate VION with respect to all costs, damages and interest which may be incurred by VION as direct or indirect consequence of legal actions instigated against VION by third parties with respect to the effectuation of the contract. By virtue of the contract, the Supplier is required to comply with a summons for indemnity by VION.
- 10.5 The Supplier indemnifies VION against claims made by its customers with respect to any failure on the part of VION to supply the customer, in part or in full, as a result of the failure on the part of Supplier to supply VION, in part or in full.
- 10.6 At no time does VION accept liability for any damages, except in the event of an intentional act or the gross negligence of the management or subordinates of VION.
- 10.7 Without prejudice to the provisions of the previous paragraph, any liability on the part of VION with respect to trading losses or other indirect damage is explicitly excluded.

Article 11 – Force majeure

- 11.1 In these general terms and conditions of purchase, force majeure is understood to mean any situation independent of the will of VION, even if this was already foreseen at the time the contract came about, which prevents fulfilment of the contract temporarily or permanently, as well as, insofar as these are not included, war, the threat of war, civil war, riots, (wildcat) strikes, lock-outs, problems of transportation, fire and/or other serious disruptions in the operations of VION or its supplier(s) or other third parties called upon by VION, as well as (animal) disease, food scandals, epidemics and situations in which changed legislation and statutory regulations have an impact on the fulfilment of VION's obligations.
- 11.2 In the event of force majeure and throughout its duration, VION is exempt from all its obligations vis-à-vis the Supplier which ensue from the contract, without any duty to compensate the Supplier.

Article 12 – Confidentiality

- 12.1 All contracts, orders and/or related correspondence are confidential and may not be publicised by Supplier.
- 12.2 All information, (product) specifications, designs, drawings, models, sketches, films, lithos, data on image, tape or diskette or on other materials or data carriers which VION makes available to the Supplier, or are used or manufactured for the benefit of VION, remain the property of VION and are required to be treated in strict confidentiality and secrecy by the Supplier. They may only be used by the Supplier for the benefit of VION and must be sent back on a proper condition to VION immediately on request.
- 12.3 The Supplier is obliged to impose the obligation to confidentiality on its staff/subordinates and a third party, who by necessity obtain or store the information referred to in the previous paragraph and ensures that its staff/subordinates and third parties fulfil this obligation. This clause is likewise intended as a third-party clause for the benefit of VION.

Article 13 – Dissolution

- 13.1 VION – without prejudice to its right to damages – can dissolve a contract with the Supplier extra judicially without judicial intervention, and without being obliged to pay damages to the Supplier with respect to the matter, with immediate effect, and as such without notice of default:
- in the event of non-fulfilment by the Supplier of any obligation vis-à-vis VION ;
 - if, in the judgement of VION, it appears that the financial situation of the Supplier presents serious risks for VION, unless the Supplier, at the first request, furnishes VION with securities to VION's satisfaction;
 - if a garnishee order or a levy execution is imposed on the Supplier;
 - if the Supplier has been petitioned for a moratorium of payment, or if the Supplier offers a composition to its creditors, dies, or discontinues the business;
 - in the event of (a petition for) bankruptcy vis-à-vis the Supplier;
 - in the event of receivership, closure, liquidation of the Supplier, full or partial assignment, or (undisclosed) pledging of the business or of any business capital or business requisitions,
 - in the event of force majeure on the part of VION;
 - in the event of changes in the controlling rights or ownership of the Supplier or in the event of the Supplier transferring assets and liabilities to a third party;
- 13.2 The Supplier is obliged to recompense damages suffered by VION as a result of the dissolution, except insofar as the dissolution takes place as a result of the non-fulfilment by the Supplier, caused by force majeure, for that matter taking into account the provision specified in article 10.

Article 14 – Applicable law and competent courts

- 14.1 All offers, order confirmations and contracts are governed exclusively by Dutch law.
- 14.2 In the first instance, all disputes between VION and the Supplier shall only be submitted to the competent court in 's-Hertogenbosch.

These general terms and conditions of purchase (Non-Food) were filed on 21 April 2006 with the Chamber of Commerce in Eindhoven under file number 16078870.