

**GENERAL PURCHASING CONDITIONS VERSTEGEN SPICES
& SAUCES B.V.**

**GENERAL PURCHASING CONDITIONS
of
VERSTEGEN SPICES & SAUCES B.V.
in Rotterdam, Netherlands**

**deposited with the Court Registry of the District Court of
Rotterdam on 7. September 2007 under file number
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ARTICLE 1 – DEFINITIONS

In these Purchasing Conditions the terms and expressions used hereafter are defined as follows:

- The Principal: Verstegen Spices & Sauces B.V., and the companies and/or undertakings affiliated with it.
- The Supplier: the person with whom the purchase and delivery of goods or the providing of services has been agreed;
- Contract: the agreements between the Principal and the Supplier recorded in writing regarding the purchase and delivery of goods and/or services;
- The Order: the assignment for the delivery of goods or the provision of services insofar as the Principal has granted the assignment in writing, or they have been confirmed;
- Delivery: placing in the possession of, or in the control of, the Principal of one or more goods and the installation / assembly / commissioning / assembling of these goods;
- The Parties: the Principal and the Supplier;
- General Conditions: the General Purchasing Conditions of the Principal as described in the following provisions.

ARTICLE 2 – APPLICABILITY

- 2.1 These General Conditions apply to all requests, offers, assignments, orders and contracts relating to the delivery of goods and/or services by the Supplier to the Principal.
- 2.2 The applicability of general conditions of the Supplier is hereby explicitly rejected.
- 2.3 The Supplier with whom a contract has been made on the basis of the General Conditions agrees to the applicability of these Conditions to later contracts between the Supplier and the Principal.
- 2.4 In the event of a conflict specially agreed conditions will prevail over these General Conditions.
- 2.5 The General Conditions set aside all earlier written or verbal contracts, agreements or notices between the parties, including any general sales and/or delivery conditions of the Supplier. Deviations from these General Conditions only apply if they have been explicitly agreed in writing by the Principal.
- 2.6 The “Delivery Instructions of Verstegen Spices & Sauces B.V.”, the text of which is attached as an appendix to these Conditions, form an integral part of these General Conditions.

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ARTICLE 3 – MAKING OF CONTRACTS

- 3.1 The Contract is made if the Customer places an Order with the Supplier and this Order is accepted by the Supplier.
- 3.2 In addition to explicit acceptance an order of the Principal is deemed to have been accepted by the Supplier if the Supplier does not inform the Principal within 10 days that he is not accepting the relevant Order, and in the event the Supplier effects delivery to the Principal. Acceptance by the Supplier of an order of the Principal also entails acceptance of these Conditions as part of the purchase contract.
- 3.3 With framework agreements the Contract is made every time that the order for a (part) delivery is sent by the Principal within the context of the framework agreement. In these General Conditions a framework agreement means a long term or annual agreement between the Principal and the Supplier with regard to prices and conditions of goods to be delivered and/or services to be provided by the Supplier, without the Principal being subject to an inspection obligation or the Supplier being subject to a delivery obligation.
- 3.4 Requests for price and offers by the Principal are entirely without commitment. Cost estimates prepared by the Supplier prior to the making of the Contract cannot be charged separately, even if no Contract is made.
- 3.5 Where appropriate the Principal can opt to have the order procedure effected by means of fax and/or e-mail messages, whereby faxes and e-mails are deemed equivalent to written documents.
- 3.6 If in the performance of the Contract use is made of drawings, models, specifications, instructions, inspection regulations and the like made available by the Principal or approved by the Principal, these form part of the Contract.
- 3.7 If the Contract is made between the Principal and two or more Suppliers jointly, or any obligation from said Contract rests with two or more (legal) persons, the latter are always severally bound vis-à-vis the Principal.

ARTICLE 4 – PRICES

- 4.1 Unless otherwise agreed in writing, the price mentioned in the Contract is exclusive of VAT and is fixed, unchangeable and cannot be set off, and applies to goods to be delivered to the Principal free of charge at the Principal's home or warehouse, or a receipt address specified by the Principal and inclusive of all costs, inter alia but not limited to transport costs, insurance, packing, exchange rate risks, import duties, etc.
- 4.2 General price increases and price increases as a result of additional work or additional deliveries can only be charged to the Principal if the Principal has explicitly accepted them in writing in advance. Samples necessary to evaluate the quality and applicability must at all times be made available by the Supplier free of charge.
- 4.3 Improperly delivered goods which force the Supplier to effect more work and/or costs than was/were and could be foreseen when making the Contract, are in no case grounds for increasing the agreed price or prices.

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ARTICLE 5 – PACKING

- 5.1 Insofar as necessary, the goods must be properly packed and marked, in accordance with the Principal's instructions, and should reach the destination in good condition with normal transport. The Supplier is liable for loss caused by inadequate or inaccurate or unsuitable packing.
- 5.2 The Principal is at all times entitled to return the packing materials to the Supplier or demand that the Supplier take back the packing materials.
- 5.3 Return shipment of packing materials is effected at the expense and risk of the Supplier to the Supplier's shipping address.
- 5.4 Processing or destruction of (transport) packing materials is a responsibility of the Supplier. If packing materials are processed or destroyed on the Supplier's request, this is effected at the Supplier's expense and risk.

ARTICLE 6 – DELIVERY

- 6.1 Delivery will exclusively be effected on the INCO terms which are hereby agreed (last edition, published by the International Chamber of Commerce in Paris). Unless otherwise agreed in writing, delivery must be free of charge to the Principal's house or warehouse ("Delivered Duty Paid"; DDP), accompanied by the relevant bill of lading. The Supplier must follow the regulations and instructions applicable at the known delivery place, as laid down in the enclosed Delivery Instructions.
- 6.2 Time is of the essence with regard to the delivery time or period agreed in writing in the Contract. Late delivery entails that the Supplier is in default without the need for notice of default. If no delivery time or period is agreed, Delivery of the goods must be effected at latest 15 days after the Contract is made.
- 6.3 As soon as the Supplier knows or should know that the Delivery will not be effected, will not be effected in time or will not be effected properly, he will immediately give the Principal written notice thereof, stating the circumstances which form the cause of this shortcoming. This is without prejudice to the possible consequences of this shortcoming pursuant to the Contract or statutory provisions.
- 6.4 In the event of late delivery by the Supplier, subject to force majeure on the part of the Supplier as described in Article 22, the Principal is, at his election:
 - entitled to dissolve the Contract, without further notice of default and/or judicial intervention, whereby the Principal has the option to demand (full) compensation. The Principal will never be liable for any loss ensuing therefrom for the Supplier;
 - entitled after notice of default to charge a penalty of a half percent (½%) of the value of the Order for every week that the Supplier is late with the completion of the assignment, or with the delivery of the goods sold to the Principal. There is a limit of five percent (5%) of the total purchase or contract price, without prejudice to the right of the Principal to compensation of all costs, loss and interest with regard to the Principal.
- 6.5 In the event the Principal is reasonably not able to take the goods offered for Delivery, the Supplier will store the goods at his expense and risk during a time period to be

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agreed at his expense and risk in such way that the correct and consistent composition of the goods remains guaranteed and the required quality level is retained. The Principal excludes all liability, as a result of not being able to take the goods offered for delivery.

- 6.6 Part delivery and Delivery of more or less than the agreed quantities and Delivery more than 7 days before the expiry of the agreed delivery time are only permitted if the Principal's prior written consent has been obtained. Earlier delivery and/or performance will not lead to changes in the agreed time of payment. The risk relating to surplus goods delivered which are stored at the Principal's will remain with the Supplier, until agreement has been reached regarding what is to be done with said goods. All costs connected with the storage of more than the agreed quantities are at the Supplier's expense, unless otherwise agreed in writing.
- 6.7 In the event of delivery of bulk goods, the determination of the delivered quantity and quality will take place on the basis of the measurements by the Principal of the calibrated measuring bridges designated by the Principal and on the basis of calibration tables. Inspection and/or testing of goods entails neither delivery not acceptance.
- 6.8 On the Principal's request the Supplier is bound to furnish the Principal with a production or execution planning and/or to cooperate in a progress inspection on the part of the Principal.
- 6.9 The Delivery will only be deemed completed if the agreed goods have been delivered in full and in accordance with the Contract at the place designated by the Principal.
- 6.10 Until the completion of the Delivery, the goods to be delivered and/or services to be provided are fully at the Supplier's expense and risk.
- 6.11 The Supplier may neither directly nor indirectly offer any advantage or prospect of any advantage to the employees of the Company nor to the employees of one of the undertakings affiliated with the Company. The offering of inter alia (but not limited to) gifts, leisure activities, favours or services to the employees is therefore strictly prohibited and every advantage granted (or prospect thereof) is deemed (an attempt to commit) bribery as referred to in Article 328 of the Criminal Code and gives the Principal the right to immediately unilaterally terminate any contract with the Supplier, which will then be deemed a unilateral termination because of a serious shortcoming by the Supplier.
- 6.12 The delivered goods will not be produced by means of exploitative or unhealthy labour or child labour which is comparative to slave labour, nor by forced or exploited labour, nor by any other form of prison labour whatsoever whereby human dignity is undermined.
- 6.13 In this article delivery also includes a part delivery.

ARTICLE 7 – CHANGES

- 7.1 The Supplier will not make any changes to the specifications made by the Principal without the Principal's written consent or written request.

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- 7.2 The Principal is at all times entitled to change the scope and/or the quality of the goods to be delivered or the services to be provided in consultation with the Supplier. Changes will be agreed in writing.
- 7.3 Changes and additions will in principle not lead to an increase in the agreed price or an extension of the agreed delivery time.
- 7.4 If in the Supplier's opinion a change has consequences for the agreed price and/or the time of Delivery, he is obliged, before implementing the change, to inform the Principal thereof as soon as possible, but at latest within 2 working days after the notice of the desired change, in writing. If in the Principal's opinion these consequences for the price and/or delivery time are unreasonable, the Parties will consult on the matter. If this consultation does not lead to agreement, the Supplier cannot derive any rights therefrom and the Principal has the choice to either demand Delivery on the basis of the original specifications, or to cancel the order without the Supplier charging the Principal costs therefore.

ARTICLE 8 - INSPECTION

- 8.1 Goods delivered by the Supplier and/or work carried out by the Supplier can only be deemed accepted after the Principal's explicit approval, while approval does not release the Supplier from any obligation, in particular not from his liability for hidden defects. The Principal can furthermore at all times demand a production or confirmation sample.
- 8.2 If in the Principal's opinion the goods delivered by and/or the services provided by the Supplier do not correspond with what has been agreed, the Principal is entitled to reject such goods and/or services. As of the time of rejection the risk in the goods lies with the Supplier (again).
- 8.3 The inspection will take place at latest sixty working days after receipt of the goods or after the Supplier gives notice that the work has been completed. In the event of rejection by the Principal the Supplier must be informed thereof with due speed and the Principal is entitled, at his election:
- a. to return the goods and also to demand redelivery, which may include compensation. Goods will be returned fully at the Supplier's expense and risk;
 - b. to demand repair of the defects noted in the work which has been carried out, which may include compensation;
 - c. to retain control of the goods until the time that the Supplier gives further instructions as to how to deal with the rejected goods;
 - d. to dissolve the Contract in whole or in part, which may include compensation, without the need for any notice of default or judicial intervention. The related costs are at all times at the Supplier's expense.
- 8.4 If the Order encompasses or partly encompasses installation, assembly, commissioning or other work to be carried out by the Supplier, such will be effected fully at his risk and expense, even if such is executed by third parties on his behalf, after having obtained the Principal's explicit consent therefore. In deviation from the provisions of Article 6.10 the delivery of the goods / the completion of the assignment, and the transfer of the risk in these goods will first take place at the time that the

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installation, assembly, commissioning or work to be carried out in this respect have been completed by the Supplier and explicitly accepted by the Principal.

- 8.5 Unless otherwise agreed the Supplier must inspect and test raw materials, semi-manufactured products, packing and other goods for processing or use provided by the Principal as to composition and quality and report all irregularities to the Principal 3 working days before processing or use.
- 8.6 Whether or not an inspection or incoming goods inspection takes place will not in any way influence any obligation or liability of the Supplier.

ARTICLE 9 - GUARANTEE

- 9.1 The Supplier guarantees that the goods to be delivered (and the related documentation):
- satisfy the agreed specifications, description(s), characteristics, requirements, and the quality standards applied by the Principal;
 - are suitable for the intended goal and use and – if no concrete agreements have been made in this respect – satisfy the specifications, characteristics and requirements which trade customs set for these goods, or which are usual.
- 9.2 The Supplier guarantees that the goods correspond with samples, designs, appendices and drawings made available by the Supplier and/or production or confirmation samples approved by the Principal.
- 9.3 The Supplier guarantees that the goods and the related documentation satisfy all relevant statutory provisions in the country of destination concerning, inter alia, quality, the environment, safety and health.
- 9.4 The Supplier guarantees that the goods at all times have a good and consistent quality and are free of construction, material and manufacturing errors and of errors or defects in the nature, composition, contents or recipe. The Supplier hereby grants access to the places where the goods are produced or stored and will cooperate in the desired inspections, checks and tests and will furnish the necessary documentation and information at his expense. The Supplier will inform the Principal of the time when an inspection, check and/or test can take place in due time. The Supplier is entitled to be present at the aforementioned inspection, check and/or test. The costs of inspections, checks and/or tests are at the Supplier's expense. If in an inspection, check and/or test the goods are rejected in whole or in part before, during or after the Delivery, the Principal will give the Supplier (written) notice thereof.
- 9.5 To perform his (guarantee) obligations, the Supplier is obliged at his own expense and risk to replace the goods or the defective goods within a reasonable term free of charge with new goods, or to provide additional services, in order to deliver the goods and/or documentation which correspond(s) with the specifications, characteristics and requirements, without prejudice to the other rights to which the Principal is entitled.
- 9.6 The guarantee term is 12 months after delivery, unless explicitly otherwise agreed in writing. After the expiry of the applicable guarantee term, the Supplier will remain liable for hidden defects for a period of 5 years. Hidden defects also means defects which could not reasonably have been discovered in the inspection of the goods by the Principal. A guarantee term of 60 days applies to raw and auxiliary materials.

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- 9.7 The Supplier guarantees the import, export and transit of the goods to be delivered to the known place of (final) destination.
- 9.8 The Supplier will at all times be in possession of a safety certificate ('VCA certificate') when providing services at the Principal's. The VCA certificate must have been presented to the Principal before the services are commenced.
- 9.9 In the event of a shortcoming in the performance by the Supplier of one of his obligations the Supplier is bound to compensate all loss which the Principal suffers in connection therewith, including consequential loss and loss of third parties. Loss also means the (extra) judicial costs which have been and will be made by the Principal, to be fixed at 15% of the purchase price, in connection with the activities necessary to demand or effect performance.

ARTICLE 10 – LOANER'S, SUBCONTRACTOR'S AND PRINCIPAL'S LIABILITY

- 10.1 The Supplier can only transfer an obligation under the contract to a third party with the Principal's written consent. This consent can be made subject to reasonable conditions.
- 10.2 If the Supplier instructs another party to effect the Delivery after having obtained the Principal's written consent, he must immediately draw up a written contract, of which the conditions of this Contract must form part, in such sense that the original Supplier takes the legal position of the original Principal and the other party takes the legal position of the original Supplier.
- 10.3 When hiring loan labour, the Supplier is obliged to strictly comply with the administrative and other conditions set by and/or pursuant to and/or to implement Articles 34 and 35 of the Collection of State Taxes Act 1990 (formerly Article 16a of the Social Security Legislation Coordination Act) and the Supplier is furthermore obliged to indemnify the Principal against any claims and fines in this respect on the part of the Revenue Service and/or benefits agencies in the framework of the Social Security Legislation.
- 10.4 The Supplier guarantees that the statutory obligations to pay social security premiums and salary tax are performed with regard to his personnel or third parties he engages in the performance of the Contract. Toward this end he will present the relevant proof upon the Principal's request.
- 10.5 The Supplier indemnifies the Principal against any claim of the Industrial Insurance Board or the Revenue Service in this respect.
- 10.6 The Supplier undertakes, on the Principal's request, to present a certificate from a registered accountant to the Principal, which demonstrates to the Principal's satisfaction:
- that the Supplier has paid the social security premiums and salary tax owing for the period in which the Supplier has made personnel available to the Principal in time, in full and properly;
 - that the Supplier at all times has presented a correct and full specification with regard to the aforementioned levy of social security premiums and/or salary tax to

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the Social Security Institution and the Revenue Service charged with the collection thereof.

- 10.7 Without prejudice to the other provisions of this article the Supplier will keep an administration in such way that the actual wage costs can be determined per project. The Principal is at all times entitled to inspect this administration. The Supplier will set out the actual wage costs on each invoice.
- 10.8 If the "VAT transfer scheme" applies to the Contract, the Supplier will set this out on each invoice.
- 10.10 On the Principal's request the Supplier will present the original of a recent Payment Conduct Statement from the Industrial Insurance Board and the Revenue Service.

ARTICLE 11 – PERSONNEL CHARGED WITH THE DELIVERY OF GOODS OR PROVISIONS OF SERVICES AND THE ENVIRONMENT

- 11.1 The Supplier guarantees the control over persons charged with the performance of the Contract.
- 11.2 The Supplier guarantees that every person who works for him on the Principal's premises will comply with the Principal's rules and instructions as laid down in the visitors agreement and any additional instructions. Every infringement by the Supplier or any person who the Supplier engages in the performance of these rules and instructions gives the Principal the right to immediately dissolve the Contract without notice of default and judicial intervention, without this leading to any liability on the part of the Principal.
- 11.3 The Supplier and his employees or third parties respectively whom the Supplier uses, are bound in the performance of the Contract to observe safety and environment regulations established by public authorities. The Supplier indemnifies the Principal against the consequences of a breach of said regulations by the employee or agents of the Supplier.

ARTICLE 12 – DOCUMENTATION

- 12.1 The Supplier is obliged to make related documentation available to the Principal prior to or simultaneously with the Delivery; in the event of failure to do so the Principal can suspend payment until this documentation is in his possession.
- 12.2 The Principal is free in the use of this documentation, including the reproduction thereof for his own use.

ARTICLE 13 – TOOLS AND MATERIALS

- 13.1 Materials, drawings, calculations, models, moulds, instructions, specifications and other tools and materials which the Principal makes available or which the Supplier acquires or produces for the Delivery to the Principal remain or become the Principal's property at the time of acquisition or production.
- 13.2 The Supplier is obliged to mark the tools and materials referred to in the preceding paragraph as the recognisable property of the Principal, to keep them in good

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condition and to insure them at his expense against all risks as long as the Supplier acts as holder of those tools.

- 13.3 The tools and materials will be made available to the Principal on first request or simultaneously with the last Delivery of the goods to which the tools and materials relate.
- 13.4 Tools and materials which the Supplier uses in the performance of the Contract will be presented to the Principal for approval on the Principal's first request.
- 13.5 Change to or deviation from the tools made available or approved by the Principal is only permitted after the prior written approval of the Principal.
- 13.6 The Supplier will not use or allow the use of the tools and materials for or in connection with any other purpose than the Delivery to the Principal, unless the Principal has granted prior written consent therefore.

ARTICLE 14 – PAYMENT

- 14.1 Payment of the invoice, including VAT, will take place within 60 days after Delivery and approval of the delivered goods or services provided and receipt of the invoice, unless otherwise agreed in writing. In the event of payment within 10 days after receipt of the invoice, the Principal is entitled to a payment discount of 3%, which the Principal may immediately set off against his payment.
- 14.2 In the event of part deliveries or in the event of the provision of services over a longer period, the Supplier is bound to submit his final invoice within 4 weeks after the last delivery to the Principal's. Deliveries which have already been effected and approved will be paid on the understanding that payment thereof, in the event of an attributable shortcoming of the Supplier, will be effected after deduction of the loss and costs which the Principal suffers and/or will suffer as a result of attributable shortcoming. If and insofar as the Deliveries entail that the amounts in his final invoice deviate from amounts which the Principal agreed in advance in writing and the Principal has not received the revised final invoice within the aforementioned term, the Supplier is no longer entitled to payment of claims above the originally agreed amounts.
- 14.3 Payment by the Principal does not in any way entail a waiver of rights and does not release the Supplier from any guarantee and/or liability as these ensue from the Contract or from the law.
- 14.4 The Supplier is obliged to set out the order number, article number and description on the invoices to be sent to the Principal (in one copy). Deviations therefrom can cause a delay in the payment. This delay is at the Supplier's expense and risk. The invoices must be accompanied by bills of lading and packing notes which have been signed by the Principal in agreement. Invoices which do not satisfy the above will be returned without any further consideration.
- 14.5 The Principal is entitled to demand that the Supplier issues an unconditional and irrevocable bank guarantee at his expense by a bank institution which is acceptable to the Principal to ensure the performance of the Supplier's obligations.
- 14.6 The Customer has the right to reduce the amount of the invoice by amounts which the Supplier owes to the Principal.

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- 14.7 The Principal has the right to suspend payments in the event of default on the obligations of the Supplier.
- 14.8 The Principal is always entitled to set off everything he owes to the Supplier with what the Supplier or companies affiliated with the Supplier owes / owe the Principal, whether or not such amount is due. The Supplier is only entitled to effect any set-off after receiving the Principal's prior written consent.

ARTICLE 15 – LIABILITY

- 15.1 The goods delivered must be unloaded and stored in accordance with the instructions of the Principal. Loss due to breakage and/or damage, arising in the loading, transport and/or unloading or stacking are at the Supplier's expense, including when the breakage and/or damage is noted later, unless the Supplier demonstrates that the loss was caused by intent or gross negligence of the Principal.
- 15.2 Without prejudice to the liability or the responsibility of the Supplier under the heading of his obligations and/or responsibilities pursuant to Art. 9.1. above, the Supplier is liable for all loss suffered by the Principal or by third parties as a result of a defect in his product in consequence of which it does not offer the safety, quality, functionality and performance which one is entitled to expect.
- 15.3 The Supplier is liable for all loss, including consequential loss, which is suffered by the Principal or by third parties as a result of the actions or omissions of the Supplier himself, of his personnel or of the individuals whom the Supplier has involved in the performance of the Contract.
- 15.4 The Supplier indemnifies the Principal against claims of third parties to compensation of loss on the basis of liability as referred to in the preceding two paragraphs and will on the Principal's first request agree a settlement with such third parties, or present a defence in judicial proceedings, instead of or in conjunction with the Principal – exclusively at the Principal's discretion – against claims as referred to above.
- 15.5 For the application of this article personnel and employees of the Principal are deemed third parties.
- 15.6 The Supplier will take out adequate insurance against the liability as referred to in this article and if so desired will allow the Principal to inspect the policy. Moreover, the Supplier will insure all goods which he received from the Principal under the heading of the Contract made with the Principal against any damage whatsoever, which could occur to such goods as long as they are under his control. The Principal will have a right of recovery on the Supplier in this respect. Upon first request, the Supplier will allow the Principal to inspect all relevant policies. If so requested he must make copies thereof available to the Principal upon first request.

ARTICLE 16 – TITLE

- 16.1 The title to the goods to be delivered by the Supplier passes to the Principal at the time of Delivery. As soon as the title to the goods passes to the Principal, the Principal is entitled to alienate, encumber, pledge or otherwise place the goods in the control of third parties in whatever form.

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- 16.2 The Supplier is obliged to mark the relevant goods still present on his premises on behalf of the Principal. The Supplier will mark these goods in such way that these goods are recognisable as the Principal's property.

ARTICLE 17 – INTELLECTUAL AND INDUSTRIAL PROPERTY

- 17.1 The Supplier guarantees that the free and uninterrupted use of the delivered goods does not infringe any intellectual or industrial property rights. The Supplier indemnifies the Principal against claims of third parties and the losses and costs of the Principal will be at his expense.
- 17.2 Specifications, recipes, methods, designs, drawings, models, slogans, texts, descriptions, artistic performances, artwork, both originals and reproductions thereof, data, including all changes thereto and other publicity material, etc. which are provided by the Principal or are made on instruction of the Principal or in connection therewith by or on behalf of the Supplier and the intellectual and industrial property rights relating thereto exclusively belong to the Principal who will also be deemed the maker and designer, all regardless of whether the foregoing can be separately charged to the Principal. The Supplier will do everything that is necessary to ensure the Principal is entitled as referred to here.
- 17.3 The Supplier is entitled to use the information furnished by the Principal, however, exclusively in connection with the Contract. This information thus is and remains the property of the Principal.

ARTICLE 18 – CONFIDENTIALITY

- 18.1 Subject to any statutory obligation to the contrary, the Supplier is subject to a duty of confidentiality in respect of all information derived from the Principal and which came to his attention in the framework of the performance of the Contract or to a duty to keep developed information secret and not to disclose anything thereof without the Principal's written consent. The Supplier is prohibited from using said information for his own use or use by third parties, insofar as this information was not already publicly known, or became publicly known other than due to actions of the Supplier.
- 18.2 The Supplier is subject to a duty of confidentiality with regard to everything which becomes known about the Principal in the framework of a request for an offer, an order and/or the performance of the Contract and must impose the same duty of confidentiality on personnel members and third parties whom the Supplier uses in the framework of the issuing of an offer, the evaluation of an order and for the performance of a Contract.
- The provisions of this article are in particular – but not exclusively – applicable to data and information with regard to products, systems and processes which are developed by the Supplier in cooperation with or on instruction of the Principal.
- 18.3 The Supplier will not, without prior written consent, use the name, trademarks and trade names of the Principal and his intellectual property rights in advertising, other publications or in any other way.
- 18.4 In the event of breach of the provisions of Paragraphs 1 and/or 2 and/or 3 of this article, the Principal will impose an immediately due penalty on the Supplier of € 50,000, without prejudice to the Principal's right to full compensation of the loss

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suffered by the Principal. Furthermore, in the event of repeated breaches as referred to in the preceding full sentence, the Supplier will forfeit an immediately due penalty of € 50,000 per breach of the duty of confidentiality as set out in the preceding paragraphs of this article. The Supplier will pay the amount of the penalty immediately after the aforementioned determination and notification thereof to the Supplier.

- 18.5 The obligations pursuant to this article will remain in effect after termination of the Contract.

ARTICLE 19 – PROHIBITION ON ASSIGNMENT

Subject to the prior written consent of the Principal, the Supplier is prohibited from transferring his claims on the Principal to third parties and/or from encumbering said claims with a qualified right, or from transferring his obligations under the heading of the Contract to third parties.

ARTICLE 20 – DISSOLUTION, TERMINATION

20.1 In the following cases the Supplier is legally in default and the Principal is entitled, without the need for notice of default or judicial intervention, to unilaterally dissolve the Contract in whole or in part by means of an extrajudicial statement to this effect, without prejudice to his right to compensation:

- a. if the Supplier fails to perform one or more of his contractual obligations or fails to perform such in time after having been given notice of default;
- b. if the Supplier petitions for bankruptcy or a moratorium on payment, or is made subject to a guardianship order pursuant to the law;
- c. if the Supplier is declared bankrupt, or is granted a moratorium on payment;
- d. if one or more of the goods of the Supplier is made subject to an administration order;
- e. if the Supplier transfers (a part of) his business or the control over his business in whole or in part, liquidates/ceases his business in whole or in part, or there is otherwise a cessation of the business;
- f. if the goods or a part of the goods of the Supplier are made subject to a prejudgment or enforcement attachment;

20.2 Without prejudice to the provisions of the preceding paragraph the Principal has the right to demand compensation in addition to the dissolution.

20.3 If the Principal makes use of the right referred to in the preceding paragraphs, the Supplier will be given written notice of the dissolution of the Contract and the reason therefore.

20.4 In the event of (partial) dissolution of the Contract the Principal, without prejudice to his right to compensation of loss and costs, has the right, at his election:

- a. to send back the goods which have already been delivered, but cannot (any longer) be used at the Supplier's expense and to demand repayment or set-off of the

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payments already made for these goods. The Supplier is obliged to immediately repay the Principal for the payments made with regard to the Contract, after deduction of the value of the goods retained by the Principal;

- b. to refuse the goods offered for Delivery, without ending up in (debtor's) default;
- c. to complete the Contract himself or have it completed by a third party, which may be after written notice, making use of the goods already delivered by the Supplier and the materials and the like already used by the Supplier, for which fair compensation which is agreed afterwards might be paid. Outside of the cases mentioned, the Principal has the right to immediately dissolve the Contract by means of a written statement for compensation of the pro rata price of the goods already delivered or services already provided, and, if the Supplier demonstrates to have already suffered damage and loss in consequence thereof, increased by a mark-up of a maximum of 10% of the remaining agreed price to compensate this damage and loss (including lost profit). Every claim of the Supplier for additional or replacement compensation is excluded.

20.5 There will also be late payment as referred to in Article 20.1 if arrears arise in respect of the planning prescribed or received by the Principal or under the circumstances there is a legitimate suspicion that there will be a delay in the performance of any (partial) obligation by the Supplier pursuant to the Contract.

20.6 The Principal at all times has the right to unilaterally prematurely terminate the Contract by means of written notice to the Supplier, provided this takes place with specification of reasons. Immediately after receipt of the written notice the Supplier will cease the performance of the Contract. The Principal and the Supplier will consult on the consequences of such notice.

ARTICLE 21 – SUSPENSION RIGHTS AND COMPENSATION

21.1 The Supplier states to waive his rights to suspend his obligations pursuant to the Contract, if and insofar as due to the exercising of his suspension right the timely performance of the assignment for which the Deliveries are intended is delayed.

21.2 The Principal is entitled to suspend his payment obligations if the Supplier fails, or threatens to fail on the performance of his obligations on the basis of the Contract or the law, regardless of whether this shortcoming is attributable to the Supplier.

21.3 If the Principal on the basis of the circumstances known to him at that time reasonably believed he could suspend his obligations, the Principal is not obliged to pay any compensation to the Supplier if it were to turn out afterwards that the Principal's invoking of his suspension right was not valid.

21.4 The Principal is entitled to set off the amount owing or to be claimed in connection with the Contract, with the amount he himself can claim from the Supplier or which he himself owes the Supplier.

ARTICLE 22 – FORCE MAJEURE

22.1 Both the Supplier and the Principal can claim force majeure. A party can claim force majeure if the shortcoming is not attributable to his fault, nor is it deemed to be at his expense pursuant to the law, legally binding transaction or custom. Force majeure

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does not mean non-performance or late performance of the obligations which a third party has taken on vis-à-vis the Supplier. In the event a party claims force majeure, the other party must be given written notice thereof, setting out the reasons which led to the force majeure situation.

- 22.2 In the event of force majeure the necessary evidence will be presented and the other party is entitled to dissolve the contract by means of a written statement. The other party is not entitled to compensation.

ARTICLE 23 – PUBLICITY / AUTHORITY

- 23.1 In the event of complaints of buyers of goods of the Principal which lead to any publicity, the Supplier hereby grants irrevocable and unconditional authority to the Principal to take suitable measures in his name and at his expense in order to prevent or limit such publicity.
- 23.2 The Principal is entitled to transfer this authority to the buyer as referred to in Article 23.1.

ARTICLE 24 – DISPUTES AND APPLICABLE LAW

- 24.1 Disputes between the Parties, including those which are only deemed such by one of the parties, will be resolved as much as possible by means of proper consultation.
- 24.2 If the Parties do not reach a solution, the disputes which exist between the Parties will only be adjudicated by the competent court in Rotterdam. The Principal has the right to unilaterally set aside this choice of forum clause.
- 24.3 All relationships between the Principal and the Supplier which are covered by these Conditions are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

ARTICLE 25 – CONVERSION

If and insofar as on the basis of reasonableness and fairness or the unreasonably cumbersome nature a particular provision in these General Conditions cannot be invoked, such provision will be given a meaning which corresponds with regard to contents and intent as much as possible with the invalid provision, in such way that it can be invoked. The invalidity of a provision will not affect the other provisions of the General Conditions.

ARTICLE 26 – DUTCH TEXT

The Dutch text of these General Conditions prevails over translations thereof.

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