

**GENERAL TERMS OF SALE AND DELIVERY OF STARA FOODS B.V. LOCATED AT  
NL 3882 LV PUTTEN**

**1. General** These general terms of sale apply to all our offers and to all agreements with third parties.

**2. Offers** Our offers are without obligation.

**3. Prices** 1. The prices we quote, unless mentioned otherwise, are exclusive of purchase tax and shipment and transport costs.

2. The prices agreed upon are based on cost factors as they exist at the time the agreement is made.

We reserve the right to charge our client a proportional rise in price, in case our suppliers raise theirs, and with other changes in price fixing factors.

**4. Forwarding (American English: shipping)**

1. Forwarding is always, also with franco delivery, at the buyer's risk.

2. We have the choice of way of forwarding and packing.

**5. Delivery**

1. The given dates of delivery are to be seen as target dates.

2. If delivery of the goods does not take place at the time that was agreed upon, we have a right to a thirty-day period for late delivery. This period starts from the date we receive the buyer's summons by registered post.

3. If delivery does not take place, even after proof of default, the buyer only has the right to cancel the agreement in writing. The failure of delivery can never, not even after proof of default, give the client a right to claim compensation.

**6. Weight**

If a+/- certain quantity is sold, we remain us the right to apply a **5%** weighttolerance less or more.

**7. Loss of weight**

Up to **2%** loss of weight caused by freezing are for the account of the buyer.

**8. Circumstances beyond our control**

1. In case circumstances beyond our control delay or prevent the execution of the agreement, we have the right to cancel the agreement without giving the buyer the right of claiming compensation.

2. Circumstances beyond our control include the non-delivery or late delivery by our suppliers of goods which we need to carry out our obligations, strikes and impeding governmental measures.

**9. Liability and claims**

1. Claims connected with deliveries are to be made in writing within 8 days after the goods should have been received by the buyer. If the buyer fails to do so, we consider ourselves to have delivered in accordance with our obligations.

2. If claims are made in time, and the goods delivered do not meet the terms of the agreement, it is up to us to decide, after receiving the goods back, whether to deliver again (free of charge) or to credit the buyer's account. We are not committed to any further obligations, in particular, not to any compensation.

**10. Payment**

1. Unless the invoice states otherwise payment is to take place within 14 days after the invoice date. If the period of payment is exceeded, a **1%** interest is due for every month or part of the month by which the term is exceeded. A complaint does not postpone the obligation of payment.

2. All judicial and extra-judicial collection fees are to be paid by the buyer. The extra-judicial fees are at least 15 per cent of the main amount overdue, but with a minimum of € 250,- and are claimable without any further summons as soon as we have handed the claimable debt over to a third party for collection.

## **11. Security**

1. In case of non-payment of an amount, or discontinuance of payment and if there is cause for reasonable doubt on our part concerning the correct execution of obligations by the buyer, after we have come to the agreement, the buyer is obliged, at our first request, to pay in advance or to give security for payment. If the buyer fails to fulfil his obligation, we will regard it as a default and will be entitled to cancel the agreement completely or partly, without further proof of default or court settlement, in which case we can claim a compensation amount, which is at least the same as the buyer owes us according to the agreement.
2. All goods delivered and to be delivered remain our property until all claims we have or shall have with the buyer, for whatever reason, are settled. If the buyer does not comply with any obligation stated in the agreement, we have the right to take the goods back, without any proof of default being required, in which case the agreement is cancelled without a court settlement, and our right to compensation remains.
3. Seller remains the right to directly compensate any invoice or claim from the buyer on the seller

## **12. Disputes**

1. Dutch law applies to all our agreements.
2. Possible disputes will be taken to the Court of the authorized Judge in Arnhem.