TERMS AND CONDITIONS OF SALE OF GOODS

Of KappersFoods B.V.

1. **DEFINITIONS**

1.1 In these Terms:

Acceptance of Order means the email or other communication from the Supplier to the Customer following receipt of that Customer's Order detailing the Goods that the Supplier is willing to supply to the Customer and the principal terms and conditions upon which the Supplier is willing to supply such Goods;

Authorised Representatives means a director or other senior representative from each party with authority to settle the dispute in question;

Business Days means a day (other than a Saturday, Sunday or public holiday) when banks in The Netherlands are open for business;

Collection means the availability of the Goods for collection by the Customer on the Collection Date, in accordance with clause 6 herein;

Collection Date means the date for Collection to be advised to the Customer in accordance with clause 6.1;

Confidential Information means information marked as confidential or which is otherwise of a confidential nature (including, but not limited to, trade secrets and information of commercial value, technical information, price lists, data, business plans, customer information, party's operations, processes, plans, product information, know-how, designs, software and market opportunities) known to the Customer and concerning the Supplier or the Goods and communicated to the Customer by the Supplie, except to the extent that such information:

(a) is already in the public domain at the date of the disclosure; or

(b) enters the public domain other than by a breach of an obligation of confidentiality;

Consignment means a batch or part of the Goods;

Contract means the (formal or informal) sales contract between the Supplier and the Customer for the sale and purchase of the Goods generated by the Supplier by reference to the Order, the Acceptance of Order and the Specification and incorporating (whether

expressly or by implication) these Terms. Where there is no additional step undertaken by the Supplier then the Acceptance of Order incorporating (whether expressly or by implication) these Terms shall constitute the Contract.

Customer means the person or firm who purchases the Goods from the Supplier;

Delivery means delivery of Goods to the Customer on the Delivery Date, in accordance with clause 6 herein;

Delivery Date means the date for Delivery, to be advised to the Customer in accordance with clause 6.1;

EU means the European Union; Event of Default means any of the events detailed in clause 13.1;

Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including (but without limitation) strikes, blockades, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference or over-regulation by governments, civil or military authorities, political sanctions, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, disease (human or animal) or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

Goods means the goods which Supplier is to supply to Customer in accordance with these Terms and as described in the Contract (and which may refer to a number of Consignments);

INCOTERMS means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know- how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and 'Intellectual Property Right' means any one of the Intellectual Property Rights;

KAPPERSFOODS®

Licence means the EU import licence(s) available for the importation of Goods into the relevant territory as more particularly set out in clause 2.6;

Location means the location set out in the Contract or such other location as the parties may agree to which the Goods are to be delivered by the Supplier or collected by the Customer, as the case may be;

Offer means, following preliminary dialogue between the Customer and the Supplier regarding the Goods and the price thereof, an offer from the Supplier to sell the Goods to the Customer;

Order means, following preliminary dialogue/discussions between the Customer and the Supplier regarding the Goods and the price thereof, an offer from Customer to purchase Goods from the Supplier;

Packing means the type of packing of the Goods;

Payment as defined in clause 5.2;

Payment Terms means the terms of payment for the Goods described in clause 5;

Preferential Levy means those applied as at 1.1.2016, but subject to amendment by the EU from time to time.

Price means the price of the Goods;

Price Terms means the terms of the Price of the Goods described in clause 4;

Quantity means the amount of Goods ordered;

Shipment Details shall be the date and any other details relating to a Delivery or Collection (as the case may be) set out in the Contract;

Special Location as defined in clause 6.7;

Specification means the detailed specification of the Goods in the form expressly or by implication agreed by the parties, subject always to the provisions of clause 2.4;

Supplier KappersFoods BV, a company incorporated in the Netherlands with registered number 16047841, whose registered office is in Cuijk, the Netherlands, and principal place of business is at De Hork 39, 5431 NS Cuijk, the Netherlands, and its divisions, subsidiary companies associates and any other marketing or trading names in use;

Supplier Warranty as defined in clause 8.1;

Terms means these terms and conditions of sale, as amended from time to time in accordance with clause 15.16;

Vessel/Carrier means the type of container used to transport the Goods to the Customer.

KAPPERSFOODS®

1.2 Clause and paragraph headings shall not affect the interpretation of these Terms.

1.3 References to clauses are to the clauses of these Terms.

1.4 Unless the content otherwise requires, any terms or expressions which are defined in or given a particular meaning by the provision of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.

1.5 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.

1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.7 An obligation in these Terms on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.8 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of these Terms and, in the case of a statute, includes any subordinate legislation made under the statute whether before or after the date of these Terms.

1.9 Except under clause 15.13, a reference to writing or written includes faxes and email.

1.10 Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. OPERATIVE

2.1 These Terms shall be incorporated (whether expressly or by implication) into the Contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the Customer or implied by trade, custom or practice or course of dealing. Other purported terms and conditions which the Customer seeks to impose or incorporate are expressly rejected by the Company.

2.2 In the event of any inconsistency between these Terms and any of the other terms of the Contract then the terms of the Contract shall prevail.

2.3 Each Order placed by Customer shall be deemed to be an offer by Customer to purchase the Goods in accordance with these Terms. The Customer is responsible

KAPPERSFOODS®

for ensuring that the terms of the Order and the related Specification submitted by the Customer are complete and accurate.

2.4 Once Supplier has provided its agreed version of the Specification to Customer, Customer shall have two weeks in which to accept or propose variations to the Specification as so supplied to it. If Customer fails to respond either substantively or at all regarding the Specification within this two week period then the Specification as supplied by Supplier shall be deemed to be the agreed form Specification for the purposes of the Contract.

2.5 Following the receipt by Supplier of the Order, the Supplier shall send to the Customer the Acceptance of Order. Immediately thereafter the Contract reflecting such terms shall be generated by Supplier and sent to Customer. The Contract shall constitute the basis and terms upon which the Goods will be supplied. Any Order shall only be deemed to be accepted by Supplier once the Contract has been submitted by the Supplier to the Customer. For the avoidance of doubt, where there is no additional step undertaken by the Supplier then the Acceptance of Order incorporating (whether expressly or by implication) these Terms shall constitute the Contract.

2.6 All Offers and Contracts (and especially the Price and Quantity contained in those) are subject and conditional to the availability of sufficient EU Import licence for the goods with a Preferential Levy. If no or insufficient EU Import licence is obtained by the Supplier, then the Supplier has the right to withdraw its Offer, or cancel the Contract or to adjust the Price and Quantity of the goods, in all cases with the exclusion of any liability or responsibility of the Supplier.

2.7 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.8 If the Supplier obtains the Licence necessary to perform Contract and yet the Customer fails to take Delivery or Collection of the Goods under the Contract due to no fault of the Supplier, then without prejudice to the other rights of the Supplier arising from such failure by the Customer, the Customer shall be responsible for and shall reimburse the Supplier, within 7 days of receipt of a notice to do so from the Supplier, for all costs, charges and expenses (including, without limitation, any penalty charges for non-use) incurred by or imposed upon the Supplier in connection with obtaining and maintaining the unused part (if any) of the Licence unless the Supplier (acting in good faith) is able to find alternative customer imports to use against such unused Licence.

KARPERFOODS®

2.9 It is acknowledged by the parties that, in certain circumstances:

(a) the Supplier will be instructed to Deliver the Goods to, or make them available for Collection by, a third party processor who will process the Goods on behalf of the Customer in circumstances where the Costumer will remain directly liable to the Supplier for the Price of the Goods; and/or

(b) the Supplier will be instructed to Deliver the Goods to, or make them available for Collection by, a third party processor who will process the Goods on behalf of the Customer in circumstances where the third party processor will be invoiced for, and discharge, the Price of the Goods. Notwithstanding these requested variations, which the Supplier will use all its reasonable endeavours to achieve, the identity of the Customer shall be as set out in the Contract and the Customer as so identified shall remain primarily liable to collect/receive and pay for the Goods under the terms of the Contract and these Terms.

3. THE GOODS

3.1 All descriptions and illustrations contained in any Supplier catalogue, price list, advertisement, representation or otherwise communicated to Customer are produced for the sole purpose of giving an approximate or general idea of the Goods described in them and shall not form part of the Contract in any way or have any contractual force.

3.2 If a sample of Goods supplied was exhibited to and inspected by Customer, it is hereby agreed that such samples were so exhibited and inspected solely to enable Customer to judge for itself the quality of the Goods and not so as to constitute a sale by sample.

3.3 Unless otherwise agreed between Supplier and Customer, Supplier reserves the right to deliver the Goods stipulated on the Contract within a tolerance of plus or minus 5% on the volume or value of the Goods so stipulated, and the Customer agrees to accept such increased or reduced (as the case may be) quantity delivered in satisfaction of the Contract. The value of the Goods delivered under the applicable Contract and due from the Customer will be amended pro-rata to the Quantity delivered and will be deemed to be incorporated into the Contract, as amended.

4. PRICE

KAPPERSFOODS®

4.1 Prices quoted by Supplier (whether verbally or in writing) shall not be deemed to be offers capable of acceptance and may be withdrawn by Supplier at any time prior to a Contract being entered into.

4.2 Subject to these Terms, the Price of the Goods together with the Price Terms and Payment Terms shall each be set out in the Contract and is set out net of Value Added Tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

4.3 Where Packing, carriage, insurance, storage or other charges are shown separately from the Price, they are nevertheless payable by Customer at the same time as if they form part of the Price and the Contract and shall be treated as such for the purposes of these Terms.

4.4 Where Customer requests Supplier to produce or procure Customer specific Packing for use in relation to the Goods then, in the event of the termination of the Contract (howsoever arising) Customer agrees to indemnify Supplier for the full costs to Supplier of all Packing which have been produced or procured by Supplier on behalf of Customer but which remain unused as at the date of termination of the Contract.

4.5 The Supplier may, by giving notice to the Customer at any time before Delivery or Collection, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control (including as a result of a Force Majeure Event, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the Delivery or Collection date(s), quantities, Specification or types of Goods ordered; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

5. PAYMENT

5.1 The Supplier may invoice the Customer for the Goods on or at any time after the completion of Delivery or Collection, unless otherwise agreed in the Contract.

5.2 The Customer shall pay the relevant invoice in full and in cleared funds on the payment date and in accordance with the Payment Terms set out in the Contract

KAPPERSFOODS®

("Payment"). Payment shall be made to the bank account nominated in writing by the Supplier.

5.3 Where Orders are to be delivered by Consignments, each Consignment will be invoiced and shall be paid for separately.

5.4 If the Customer fails to pay any invoice within 10 Business Days of the due date for payment, then the Supplier may charge interest to Customer on the amount overdue calculated on a daily basis at the rate of 1% per month and without prejudice to any other rights of Supplier. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5.6 The Supplier may at any time, without limiting any other rights or remedies it may have, set off against any amount due from the Customer to the Supplier:

(a) any amount owing by the Supplier to the Customer for any goods or services supplied by the Customer to the Supplier from time to time;

(b) any sums due from the Supplier to the Customer in respect of credit notes issued by the Supplier from time to time;

(c) any sums received by the Supplier from the Customer where the Customer has failed to identify the invoice(s) against which the payment is being made, in which event the Supplier shall apply such sums against the outstanding invoices due from that Customer in chronological order (oldest to newest).

5.7 Subject to the Suppliers' rights of set-off as specified in clause 5.6, time shall be of the essence for Payment under these Terms and, unless otherwise agreed by the Supplier at its sole discretion, Payment under a Contract is a condition precedent for any future Deliveries of Goods to Customer under that or any other Contract.

5.8 Notwithstanding the preceding provisions of this clause 5, upon the occurrence of an Event of Default, or the termination of a Contract for any reason, or the non-payment of any invoice on the due date for payment (except where such invoice is disputed in good faith), any period of credit permitted to Customer under any Contract shall cease to apply and payment for all Goods under the Contract (including, for the avoidance of doubt, all Consignments) shall then become due or be deemed to have become due from the date of such event.

KAPPERSFOODS®

5.9 Supplier may amend the Payment Terms applicable to Customer on reasonable notice to Customer in the event that the Supplier has concerns over Customer's creditworthiness. In addition, the fulfilment of any Contract by Supplier shall be conditional upon satisfactory results of credit checks on Customer, whilst each Collection or Delivery of Goods shall be conditional on the creditworthiness of Customer remaining satisfactory. Supplier may suspend or terminate any Contract without liability in the event that, in its sole reasonable opinion, Customer's creditworthiness is adversely affected or deteriorates, or Customer fails to supply to Supplier or to its agents satisfactory credit information when requested to do so. In the event of such failure to supply information or deterioration of the Customer's credit rating then any period of credit extended to Customer by Supplier may, at the sole discretion of Supplier, be withdrawn or reduced.

6. DELIVERY/COLLECTION

6.1 Once Supplier is in a position to arrange for the Goods to be collected or delivered (as the case may be), but subject always to the provisions of clause 6.2, Supplier shall notify Customer of the Collection Date or Delivery Date as soon as reasonably practicable thereafter and shall in any event provide the Customer with at least three Business Days' prior written notice of the proposed Collection Date or Delivery Date. Equally, as part of the Order and Acceptance of Order process Customer shall provide Supplier with at least three Business Days' prior written notice of its desired Collection Date or Delivery Date and Supplier shall be under no obligation (although it may choose to do so at its sole option) to make Goods available for Collection or Deliver such Goods to Customer if Supplier has been given less than three Business Days' prior written notice of Customer's requirements.

6.2 Shipment Details contained in the Contract are given in good faith and as an estimate only. Time for performance by the Supplier of Collection or Delivery shall not be of the essence under these Terms. The Supplier shall not be liable for direct or indirect loss, damage or expense arising from any delay in Delivery or Collection of the Goods or any non-Delivery or non-Collection of Goods that is caused by (i) a Force Majeure Event, or (ii) the Customer's failure to provide the Supplier with adequate Delivery or Collection instructions or any other instructions that are relevant to the supply of the Goods, or (iii) any other delay that is caused by the acts of the Customer.

6.3 Delays by the Supplier in Delivery or Collection shall not entitle the Customer to (i) refuse to take Delivery/Collection (as the case may be), or (ii) claim damages, or (iii) terminate the Contract (subject to clause 13).

KAPPERFOODS®

6.4 Supplier shall reserve the right where Collection or Delivery shall be by Consignments, to treat each Delivery or Collection as a separate Contract.

6.5 The Customer shall accept Deliveries or Collection of Goods at the Location and shall be liable for any additional costs suffered by Supplier in the event of wrongful refusal or delay in accepting Delivery or Collection, or in failing to provide adequate premises, services or information for Supplier to effect proper and safe Delivery or Collection.

6.6 If, 10 Business Days after the day on which the Supplier has notified the Customer that the Goods are ready for Delivery or Collection, the Customer has not accepted Delivery or Collection of the Goods or any Consignment, the Supplier may resell or otherwise dispose in part or all of the Goods or any Consignment, and (after deducting reasonable storage and selling costs) may account to the Customer for any excess over the price of the Goods or any Consignment, or charge the Customer for any shortfall below the Price of the Goods or any Consignment.

6.7 Where the Goods are being supplied at the request of a Customer for import into a country that is not the main jurisdiction of the Supplier (a "Special Location"), then subject to any special terms agreed in writing between the Customer and Supplier at the relevant time or otherwise reflected in the Contract:

(a) the Customer shall be responsible for complying with any legislation or regulations that apply to the import of the Goods into the Special Location and for the payment of any duties thereon;

(b) to the extent that these items do not form part of the Price, Customer shall be responsible for all taxes, airport duties, Delivery or Collection costs and other charges arising on the delivery of the Goods to the Special Location;

(c) the Goods shall be delivered on a customs uncleared basis to the Special Location, unless otherwise agreed in the Contract; and

(d) Customer shall be responsible for advising the Supplier in writing and within a reasonable period of time prior to proposed Delivery Date (so as to provide the Supplier with sufficient time to deal with these matters) of the labelling, health certificates and/or importation documentation that are required to be obtained by the Supplier to permit the import of the relevant Goods to the Special Location. Customer shall also be responsible for checking and approving the labelling, health certificates and/or importation documentation so obtained by the Supplier in order to ensure that they satisfy the requirements of, and regulations within, the Special Location.

KAPPERSFOODS®

6.8 If an Incoterm applies, Collection or Delivery will take place in accordance with such term. The Contract shall set out the type of Vessel/Carrier to be used in connection with the Collection or Delivery of the Goods.

6.9 It shall be Customer's responsibility to ensure that, in the event that the Goods are being collected by the Customer, then at the point from where the collection of the Goods takes effect, the collection vehicle is clean, sound, fit for purpose and is set to carry the Goods at the appropriate temperature. In the event that the Goods are being Delivered by the Supplier, then at the point of Delivery by Supplier it shall be the Customer's responsibility to supervise the unloading process and provide adequate staff, equipment, instructions and assistance to enable the Goods to be received by the Customer.

6.10 Where Goods are sold on a c.i.f. basis (Cost Insurance Freight) Supplier shall provide the Customer with the following documents:

(a) original Invoice and two copies thereof;

(b) confirmation that insurance coverage is available;

(c) Bill(s) of Lading or Ship's delivery order or c.i.f. Delivery Order on Public Wharf / Warehouse (countersigned by Wharfingers / Warehousemen if required);

(d) packing list; and

(e) health certificate.

7. RETENTION OF TITLE

7.1 Property in the Goods shall not pass to Customer until Customer has paid to Supplier any and all outstanding sums owed to the Supplier for the Goods. Whilst the Goods remain the property of Supplier, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall keep them separate and identifiable and not deal with them otherwise than in the ordinary course of business.

7.2 The Goods shall be at risk of Customer upon Collection or Delivery and Customer will keep the Goods properly insured against 'all risks' with an insurer of good repute for not less than their full Price from Collection or Delivery.

7.3 If before title to the Goods passes to the Customer an Event of Default occurs in relation to the Customer, then, without limiting any other right or remedy the Supplier may have:

KAPPERSFOODS®

(a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Supplier may at any time:

(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7.4 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to it under these Terms, the proceeds of the subsale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier and shall be held separately from and not be mixed with any other funds, and all monies held on the Supplier's behalf shall be identified as such.

7.5 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Supplier. Without prejudice to the other rights of the Supplier, if the Customer does so all sums whatever owing by the Customer to the Supplier shall become immediately due and payable.

7.6 If payment of any amount under any invoice is overdue by more than 14 days from the Payment Date then Supplier shall have the right to commence proceedings against the Customer for the amount outstanding, notwithstanding that property in the Goods has not yet passed to Customer.

8. WARRANTIES (SALE OF GOODS)

8.1 Supplier hereby warrants that the Goods, which are perishable Goods, at the date of Collection or Delivery will comply in all material respects with the Specification and be fit for any purpose held out by the Supplier (the "Supplier Warranty").

8.2 Subject to clause 8.3, if:

(a) the Customer gives notice in writing to the Supplier within 3 Business Days of discovery that some or all of the Goods do not comply with the Supplier Warranty;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, then the Supplier shall, at its

KAPPERFOODS®

option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.3 The Supplier shall not be liable for Goods' failure to comply with the Supplier Warranty in any of the following events:

(a) the Customer makes any further use of such Goods after giving notice that the Supplier Warranty has been breached in accordance with clause 8.2. For the avoidance of doubt, this exclusion of liability for the Supplier shall not apply where the Customer makes further use of the Goods, for example by onward supplying them to the ultimate seller thereof, prior to the Customer giving notice that the Supplier Warranty has been breached in accordance with clause 8.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Supplier following any Specification;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

(e) the Supplier accepts that the Goods have failed to conform with the Supplier Warranty and agrees to accept the return of the Goods for the purpose of providing the Supplier with a credit note therefor, yet the Customer fails to return the Goods in the form or manner reasonably requested by the Supplier, which shall be no more onerous than the form or manner in which they were originally supplied to the Customer (e.g., Goods returned block frozen when they were originally supplied to the Customer as individually quick frozen); or

(f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.4 The warranty contained in 8.1 above is given in lieu of and shall be deemed to exclude all other warranties and conditions whether express or implied whether arising by common law, statute or otherwise, to the fullest extent permitted by law, other than that relating to the title to the Goods.

8.5 All Goods are sold on the basis that Customer is neither a consumer nor deals as a consumer and that Customer has satisfied itself as to the suitability of the Goods for use or resale in accordance with its specialized knowledge and skill.

KAPPERFOODS®

8.6 In respect of international supply contracts Supplier shall have no liability to the Customer in the event of Goods infringing or being alleged to infringe the rights of any third party howsoever arising.

8.7 For the avoidance of doubt, Supplier does not warrant in any way that the Goods are compliant with any laws or regulations outside of the NL.

9. LIMITATIONOF LIABILITY, INDEMNITY AND CUSTOMER'S OBLIGATIONS

9.1 This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its respective employees, agents and subcontractors) to the Customer in respect of:

(a) any breach of the contract

(b) any use made or resale of the Goods by the Customer, or of any product incorporating any of the Goods; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract.

9.2 Nothing in the Contract shall limit or exclude the liability of either party for:

(a) death or personal injury resulting from negligence; or

(b) fraud or fraudulent misrepresentation; or

(c) for any other liability which may not by applicable law be excluded or limited.

9.3 Without prejudice to clause 9.2, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss of contract, loss of use, or special, indirect or consequential damage or pure economic loss, costs, damages, charges or expenses suffered by the Customer that arises under or in connection with the contract.

9.4 During the contract the Supplier shall maintain in force the following insurance policy with reputable insurance companies: public liability insurance with a limit of € 5,000,000 per claim for claims arising from a single event or series of related events in a single calendar year. Without prejudice to clause 9.2, the Supplier shall not be liable to the Customer for any loss suffered by the Customer as a result of any hacking, corruption, security or data breach, incorrect, fraudulent or any such other request or correspondence relating to payments to be made to the Supplier.

KAPPERSFOODS®

In all cases where the Customer receives a request for payment of any kind from the Supplier or any person or entity purporting to be the Supplier, the Customer shall check such requests by telephone with the Supplier and confirm such requests in writing with the Supplier using the Supplier's nominated address. The Customer shall at all times remain liable in full for all sums due and owing to the Supplier.

9.5 Without prejudice to clauses 9.2 or 9.3, the Supplier's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall not exceed the Price of the Consignment (or in the absence of Consignments, the Goods) from which such liability has arisen.

9.6 Supplier will at the request and expense of Customer use its reasonable endeavours to transfer to Customer the benefit of any warranty, guarantee or undertaking given to Supplier by any manufacturer, producer or processor of the relevant Goods.

9.7 A claim in respect of any defect of the Goods or any Consignment of the Goods, failure to comply with the Specification, non-Delivery or non-Collection of the Goods or any Consignment of the Goods shall not, in each case, entitle Customer to cancel or refuse Delivery or Collection of or Payment for the Goods or any Consignment of the Goods or of any other Contract.

9.8 The Customer hereby indemnifies and agrees to keep Supplier fully indemnified and to hold the Supplier harmless on demand from all reasonable losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities that result from a third party claim received by the Supplier and that arises in respect of Goods that have been purchased by the Customer from Supplier and onward sold by the Customer to the relevant claimant, save to the extent that such third party claim, loss, damage or expense has been caused by the negligence of Supplier or any of its employees or agents in breach of the Contract.

9.9 The Supplier shall notify the Customer of any third party claim that the Supplier receives and to which the Customer indemnity provisions in clause 9.8 may apply. Customer hereby provides Supplier with full authority to defend, compromise or settle such third party claims so received by the Supplier and shall provide Supplier with all reasonable assistance necessary to defend such claims at Customer's sole expense.

9.10 The Customer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any of the Goods or any part of them

KAPPERSFOODS®

from the retail or wholesale markets. These records shall include records of deliveries to customers (including details of batch numbers, delivery date or collection date, name and address of customer, and telephone number and fax number (and e-mail address if available)).

9.11 The Customer shall, at the Supplier's cost, give such assistance as the Supplier shall reasonably require for the purpose of recalling as a matter of urgency any quantities of the Goods or any of them from the retail or wholesale market where necessary.

10. FORCE MAJEURE

10.1 The Supplier, provided that it has complied with the provisions of clause 10.2, shall not be in breach of a Contract (the "Affected Contract") or these Terms, nor liable for any failure or delay in performance of any obligations under the Affected Contract or these Terms (and, subject to clause 10.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to a Force Majeure Event.

10.2 The Supplier shall not be in breach of the Affected Contract or these Terms provided that:

(a) it promptly notifies the Customer in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

(b) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Affected Contract and these Terms in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

10.3 If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate the Affected Contract by giving 14 days' written notice to the other party. On the expiry of this notice period, the Affected Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Affected Contract occurring prior to such termination.

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not disclose to any person any Confidential Information disclosed to it by the other party concerning the business or affairs of the other party or of any member of its Group, except as permitted by clause 11.2.

KARPERSFOODS®

11.2 Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, agents, consultants or sub-contractors ("Representatives") who need to know such information for the purposes of carrying out the party's obligations under the contract, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in clause 11.1 as if they were a party to the contract. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

(b) as may be required by law, court order or any governmental or regulatory authority.

11.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms are granted to the other party or to be implied from these Terms.

12. INTELLECTUAL PROPERTY

12.1 The Customer acknowledges that any Intellectual Property Rights in and to the Goods and other Intellectual Property Right used in relation to the Supplier's business and the goodwill connected with that are and shall remain the Supplier's or relevant third parties' property and shall enure for the benefit of the Supplier or those third parties.

12.2 The Goods are sold and/or supplied subject to the Intellectual Property Rights therein held by any third party and the Customer will accept such title to the Goods as Supplier is able to provide.

12.3 Customer undertakes to Supplier that it shall not, in connection with the supply of the Goods or goods materially similar thereto, in any way use the name or makes known as KappersFoods or any name which is a variation of this name or which incorporates the name KappersFoods except with the prior written consent of Supplier.

13. DEFAULT BY CUSTOMER/TERMINATION

13.1 Without prejudice to any other rights it may have, Supplier may, by written notice to Customer, terminate any Contract between Customer and Supplier forthwith and/or immediately recover from Customer all sums due from Customer under any Contract with Supplier (notwithstanding any period of credit which may have

KAPPERSFOODS®

been allowed) together with any accrued interest and other legitimate charges and any loss caused to Supplier as a result of any termination if:

(a) any payment due by Customer to Supplier is overdue by more than 10 Business Days in whole or in part; or

(b) Customer commits any breach of any of the Contract with Supplier provided that if the breach was remediable Supplier gave to Customer notice of such breach which was not remedied within 5 Business Days of the date of such notice; or

(c) in respect of the Customer an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made, or a receiver or trustee in bankruptcy is appointed over the Customer's estate or a voluntary agreement or arrangement is approved or entered into, or an administration order is made, or a receiver or administrative receiver is appointed over any of the Customer's assets or an undertaking or a resolution or petition to wind up the Customer is passed or presented (other than for the purposes of solvent amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order and such petition or application is not dismissed within thirty (30) days of being applied for or presented; or

(d) Customer ceases or threatens to cease to carry on trading; or

(e) there is in the reasonable opinion of the Supplier, any material change in the financial status of the Customer, including but not limited to, credit status.

13.2 Where Customer is situated outside of the Netherlands then Supplier shall be entitled to terminate any Contract and/or recover all amounts due pursuant to clause 13.1 if any event occurs in the jurisdiction where the Customer is situated which is analogous to the events described in clauses 13.1(a) to 13.1(e) inclusive.

13.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clauses 13.1(a) to 13.1(e) or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

KAPPERSFOODS®

13.5 Notwithstanding the termination of the Contract for any reason, any sums for any reason due to Supplier hereunder at the date of termination shall remain due and payable to Supplier by Customer.

13.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. DISPUTE RESOLUTION

14.1 Each party shall at all times act in good faith towards the other and shall use all reasonable endeavours to ensure that the terms of Contract are observed. In circumstances where a dispute arises in connection with the Contract then the Authorised Representatives will within 10 Business Days of a written request from one party to the other meet in good faith to resolve the dispute and will exchange written statements with the other party setting out the reason for their disagreement and within a further 10 Business Days thereafter meet in a good faith effort to resolve the dispute.

14.2 If the dispute is not resolved at that meeting then the parties will endeavour to settle it by mediation in accordance with the Mini-trial Rules of the Netherlands Arbitration Institute ("Netherlands Arbitrage Instituut"). Unless otherwise agreed between the parties, the mediator will be appointed by the Netherlands Arbitration Institute. To initiate the mediation, a party must give notice in writing ("ADR Notice") to the Secretary of the Netherlands Arbitration Institute requesting the meditation. The parties will cooperate so as to procure, so far as reasonably possible, that the mediation will start not later than 30 Business Days after the date of the ADR Notice unless otherwise agreed by the parties.

14.3 Neither party may instigate litigation or proceedings against the other party until the mediation process has concluded. Each party shall bear its own costs of such mediation.

15. GENERAL

15.1 No waiver by Supplier of any breach of Contract by Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of any Contract.

15.2 Variations or representations will only be binding on Supplier confirmed in writing by an authorised officer of Supplier.

KAPPERSFOODS®

15.3 If any provision of these Terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.5 Any and all assignment or transfer by the Customer of the rights under the Contract is expressly excluded by virtue of Art. 3:83, section 2, of the Dutch Civil Code. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Contract and/ or these Terms.

15.6 These Terms and the Contract entered into between the parties constitute the whole contract between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Terms and the relevant Contract.

15.7 Except where otherwise expressly provided in writing, a person who is not a party to these Terms shall not have any rights under or in connection with it.

15.8 Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to a Contract and the transactions contemplated by it.

15.9 Nothing in these Terms or any Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

15.10 No party shall make, or permit any person to make, any public announcement concerning these Terms or any Contract without the prior written consent of the other, except as required by law.

15.11 Any notice or other communication given to a party under or in connection with the Contract or these Terms shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first- class post, recorded delivery, commercial courier, fax or e-mail.

15.12 A notice or other communication shall be deemed to have been received:

KAPPERSFOODS®

(a) if delivered personally, at the date when left at the address referred to in clause 15.11;

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;

(d) or, if sent by fax or e-mail, one Business Day after transmission.

15.13 The provisions of clauses 15.11 and 15.12 shall not apply to the service of any proceedings or other documents in any legal action.

15.14 The construction, validity and performance of the Contract shall be governed in all respects by the laws of The Netherlands.

15.15 The Rotterdam District Court shall have the exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to the jurisdiction of the Rotterdam District Court.

15.16 The Company posts its Terms on its website http://www.kappersfoods.com.

KAPPERSFOODS®