

Article 1: Definitions

The following definitions shall apply in these general terms and conditions ("terms and conditions"): Seller: Van Vugt Kruiden B.V., whose registered office is in Ridderkerk; Purchaser: the (legal) person with whom the Seller has concluded a Contract or with whom the Seller is conducting negotiations to that end; Parties: the Seller and the Purchaser; Contract: every contract between the Seller and the Purchaser, every amendment thereof or supplement thereto as well as all transactions (including legal transactions) in preparation for or implementation of that Contract; Products: all goods (and/or services and/or other activities) which are the subject of a Contract.

Article 2: General

These terms and conditions shall be part of all Contracts. If the Seller, as the occasion arises, does not demand strict observance of these terms and conditions, this shall not mean that the Seller loses the right to demand strict observance in future cases, which may or may not be similar. If these terms and conditions are also drawn up in a language other than Dutch, the Dutch text shall always be decisive in the event of any differences.

Article 3: Offers, finalisation of the contract

All offers made by the Seller shall be free of obligation. All details and specifications provided with offers shall always be approximations. Deviations up to 10% shall be allowed without question. The Seller shall have the right to revoke its offer within 3 working days following receipt of the acceptance. A Contract shall be established at the moment when the Seller confirms this in writing or at the moment when the Seller commences implementation of the Contract.

Article 4: Prices

The prices charged by the Seller apply to delivery ex works (in conformity with the Incoterms 2000). The prices shall exclude (turnover) tax, levies and transportation costs. The prices shall be based on factors which determine the cost price at the time of conclusion of the Contract. If any change occurs in these factors after conclusion of the Contract but before delivery, which change is – within reason – beyond the control of the Seller, the Seller will be entitled to charge the costs arising from such a change to the Purchaser.

Article 5: Payment

Payment of the invoices issued by the Seller shall be effected within 14 days of the invoice date, or at such earlier date as may be agreed, without discount or setoff for whatever reason. If the time limit for payment expires, then the Purchaser will be in default without any requirement for the issue of a default notice. While in default, the Purchaser shall owe default interest of 1% per month or part of a month on the outstanding debts. The Purchaser shall owe the collection charges effectively incurred by the Seller, in addition to the principal sum and default interest. Extra-judicial collection charges shall be at least 15% of the principal sum. Judicial costs shall not be limited to such procedural costs as are ordered to be settled, but shall be owed by the Purchaser in their entirety if the latter is found to be (substantially) in the wrong.

In response to a request to that effect from the Seller, which may be made either prior to or during implementation of the Contract, the Purchaser shall make a full or partial payment to account or else lodge security for fulfilment of the Purchaser's payment obligations.

Article 6: Delivery date, delivery and risk

Delivery dates specified by the Seller shall always be approximations and can never be regarded as firm dates. The Products supplied by the Seller shall be delivered ex works (in accordance with the Incoterms 2000). The risk shall pass to the Purchaser at the moment when the Seller makes the

Products available to the Purchaser. The risk of storage, loading, transportation and unloading shall always be borne by the Seller.

The Seller shall be under no obligation to insure the Products sold for the duration of transportation. The Seller shall be entitled, but never obliged, to deliver the Products sold in batches, and to invoice each batch separately. The Purchaser shall be obliged to accept delivery of the Products bought within 24 hours after they are made available. If the Purchaser fails to accept delivery of the Products, or to do so in time, it shall be in default without requirement for the issue of any default notice. In such cases, the Seller shall be entitled to store the Products at the Purchaser's risk and expense or to sell them to a third party. The Purchaser shall continue to be liable for payment of the purchase price, increased by interest and costs, and – where applicable - reduced by the net proceeds of the sale to that third party.

Article 7: Retention of title

The Seller shall retain ownership of all the Products delivered until the purchase price for these Products has been paid in full. This retention of title shall also apply to all other claims specified in Article 3:92(2) of the Netherlands Civil Code which the Seller has or may acquire against the Purchaser. Until such time as ownership of the Products is transferred to the Purchaser, the Purchaser shall not be permitted to pledge the Products or grant a third party any right thereto. The Purchaser is, however, permitted to sell and transfer Products, which have been delivered and are still subject to the retention of title, to third parties in the context of its normal commercial operations. If the Purchaser fails to fulfil its obligations vis-à-vis the Seller, or if the Seller has good reason to fear that the Purchaser will do so, the Seller shall be entitled to take back the Products delivered subject to retention of title. The Purchaser shall cooperate fully in this respect. Once the Products have been taken back, the Purchaser shall be credited for their market value, which shall under no circumstance exceed the original purchase price, reduced by the costs incurred for taking them back. If the law of the country of destination for the Products which have been sold contains any more extensive provisions for retention of title than those specified above, then those more extensive provisions shall be deemed to have been stipulated as between the Parties, for the Seller's benefit, provided that if it is impossible to establish objectively which of the more extensive provisions should apply, then the provisions mentioned above shall continue to apply.

Article 8: Force majeure

In the context of these terms and conditions, force majeure ("non-attributable nonperformance") shall be understood to mean: any circumstance not subjectively attributable to the fault of the Seller, the result of which is that the Seller is unable to fulfil its obligations vis-à-vis the Purchaser, either wholly or in part, or because of which the Purchaser can no longer reasonably demand that the Seller comply with the Contract, including - but expressly not restricted to - full or partial crop failure and abnormal weather conditions. If a situation of force majeure should occur, the Seller will be entitled to suspend implementation of the Contract. If the period of force majeure should exceed two months, either of the parties shall be entitled to dissolve the Contract, either wholly or in part, without being held liable for any compensation.

Article 9: Inspection and complaints

The Purchaser shall be obliged to undertake a careful inspection of the Products (or have such an inspection carried out) as soon as they have arrived at their destination or, if this is earlier, as soon as the Products have been received by the Purchaser or by a third party acting on its instructions. Any complaints should be reported in writing to the Seller within 6 hours of arrival or receipt of the Products, whereby the reasons should be stated. Any complaints submitted after this deadline shall not be accepted and the Purchaser shall be unable to make any claims on that occasion. No complaints shall be permitted with regard to small deviations – or deviations customary in the

trade and the sector - in quality, size, weight, colour, quantity and suchlike. The Purchaser shall render all cooperation required for the investigation of the complaint. If the Purchaser fails to cooperate, or if investigation proves to be impossible or no longer possible for any other reason, the complaint shall not be accepted and the Purchaser shall be unable to make any claims on that occasion. The Purchaser shall be obliged to ensure the preservation of the goods at all times as a prudent debtor.

The Purchaser shall not be free to return the Products until the Seller has approved of this in writing. If the Seller stores the returned Products or looks after these Products in any other way, this shall be done at the Purchaser's risk and expense. These measures shall never be interpreted as amounting to an approval or acceptance of the return. Any legal action should be instituted – on penalty of cancellation - no later than one year after the timely submission of the complaint.

Article 10: Liability and indemnification

Except where this is opposed by mandatory legislative provisions and excluding intent or gross negligence on the part of the Seller or its executive staff, the following arrangements shall apply to the Seller's liability for damage sustained by the Purchaser or by third parties. Except for cases where a higher amount is paid out under its third-party liability insurance, the Seller's liability shall be restricted to damage that was foreseeable as a possible consequence of the acts or omissions making compensation obligatory, up to a maximum of the net invoice value of the supply/activity resulting in the claim of the Purchaser and/or third parties. The Seller will never be obliged to pay compensation for any damage, other than damage occasioned to individuals and to property. Without prejudice to the aforementioned provisions, the Seller's liability in respect of Products it obtained from third parties shall not exceed the liability of these third parties vis-à-vis the Seller. The Seller shall under no circumstance be liable if the Purchaser fails to report the damage to the Seller within 14 days of the moment it detected or should reasonably have detected this damage. The Seller stipulates all defences which it may invoke in fending off its own liability vis-à-vis the Purchaser, also on behalf of all of those parties for whose conduct it would be liable in terms of the law. The Purchaser shall indemnify the Seller against any form of liability that might fall on the Seller vis-à-vis third parties in respect of Products supplied or to be supplied by the Seller. The Purchaser shall reimburse the Seller for all reasonable costs of defending claims by third parties.

Article 11: Applicable law and competent Court

The legal relationship between the Parties shall be governed by Dutch law. The Vienna Sales shall not be applicable. All disputes between the Parties that fall within the jurisdiction of the civil law section of a court of law shall, in the first instance, be settled exclusively by the District Court of Rotterdam (or its interlocutory judge), unless the Seller prefers to bring the matter before the court of the Purchaser's place of residence or business.