TERMS AND CONDITIONS of SALE of Schouten Europe B.V., Schouten USA Inc., Schouten Middle East FZE, Schouten Aahaar India PVT Ltd and Bobeldijk Food Group B.V.

1. Applicability

1.1 These terms and conditions apply to all offers, contracts and legal acts of each of the following companies: (1) Schouten Europe B.V., (2) Schouten USA Inc., (3) Schouten Middle East FZE and (4) Schouten Aahaar India PVT Ltd (each: 'the Seller') in relation to its buyer or customer ('the Buyer'). Any variations from these terms or any part thereof must be accepted expressly in writing by the Seller. The Seller expressly dismisses applicability of any standard terms and conditions invoked or used by the Buyer.

1.2 These terms and conditions may be invoked also by the Seller's directors, employees, agents and subcontractors. These terms and conditions apply also to non-contractual claims.

1.3 If any or several provisions of these terms prove(s) invalid or unenforceable, the invalid or unenforceable provision(s) will be interpreted as much as possible in accordance with the applicable rules of law to approximate the original purport of the provision(s) as closely as possible and the other provisions of these terms and conditions will remain fully effective.

2. Offer and Acceptance

2.1 All offers by the Seller, regardless of their form, will be without obligation and merely constitute an invitation to the Buyer to request an order.

2.2 A contract will take effect only upon written acceptance or upon actual execution by the Seller of the Buyer's request for an order.

2.3 Any statement or act by the Buyer, implicit or explicit, confirming a contract for the supply of goods, will constitute unconditional acceptance by the Buyer of these terms and conditions.

3. Prices

3.1 The Seller's prices will be in Euros, pound sterling or US dollars exclusive of VAT and other taxes. The costs of packaging, transportation, import and export duties, excise duties and other levies or taxes will be paid by the Buyer unless otherwise agreed in writing.

3.2 Unless the Seller has stated that the prices are fixed, the Seller may pass on to the Buyer changes in factors that affect the cost price and the additional costs referred to in Article 3.1.

3.3 Complaints about invoices must be filed with the Seller in writing, which shall mean either by registered letter or by email only, within eight (8) days of invoice. After that period the Buyer will be deemed to have consented to the invoice.

4. Delivery

4.1 Unless the Seller has expressly stated otherwise in writing, all deliveries of goods are ex works the Seller's production or storage facility. The term ex works has the meaning defined in the latest version of INCOTERMS, as published by the International Chamber of Commerce in Paris, France, at the time of conclusion of the contract in question, as referred to in Article 2.

4.2 The delivery times are estimates and are not binding on the Seller. The Seller will respect these times as much as possible.

4.3 Non-compliance with delivery times does not entitle the Buyer to compensation, dissolution or termination of (part of) the contract.

4.4 The Seller may deliver the goods in installments.

4.5 If the Buyer does not take delivery of the goods (in time) the Buyer will be in default without any further notice being required. In that event the Seller has the right to store the goods at the risk and expense of the Buyer or to sell the same to a third party. The Buyer will then owe the purchase price increased by interest and costs by way of compensation.

4.6 Any defects in the goods supplied or part thereof do not entitle the Buyer to refuse the entire delivery of goods or other deliveries of goods.

4.7 The Seller will arrange Insurance for the goods during transportation and/or storage only if expressly agreed in writing in advance.

5. Complaints

5.5 If the complaint has been filed correctly and the defect or discrepancy in respect of the goods has been properly demonstrated the Seller must replace the goods free of charge against return of the defective or discrepant goods or agree a discount; any further compensation is precluded.

6. Title

6.1 Title to the goods sold will not pass to the Buyer until the Buyer has paid to the Seller all sums owed under this or any other contract(s).

6.2 Goods delivered subject to retention of title may not be sold, pledged or encumbered by the Buyer.

6.3 In the event of attachment, (provisional) suspension of payments, bankruptcy or winding-up the Buyer must inform the process server executing the attachment, the administrator or liquidator immediately of the Seller's (ownership) rights and notify the Seller immediately in writing.

7. Liability

7.1 The Seller will never be liable for loss sustained by third parties (not being the Buyer or its employees) in connection with the goods delivered by the Seller, their use or otherwise. The Buyer will indemnify and hold the Seller harmless against such claims.

7.2 The Seller's liability per incident or series of related incidents will be limited to the net invoice amount of the delivery in question up to EUR 25,000 maximum, or its equivalent in another currency as per the date of payment.

7.3 Under no circumstances will the Seller be liable towards the Buyer or any other person for special, additional or consequential damage or punitive damages, costs or expenses including but not limited to loss or damage in the form of loss of goodwill, loss of sales, loss of profits, work interruption, disruption to production, unspecified lumpsum claims, penalties, fines, damage to other goods or otherwise, regardless whether the loss or damage in question arises from or is related to a violation of a warranty, breach of contract, misrepresentation, negligence or otherwise.

7.4 Any right of action towards the Seller will expire one year after expiry of the (intended) date of delivery.

7.5 The Buyer must provide complete and correct information in particular with regard to the collection of VAT in connection with intra-Community transactions. In the event of non-compliance by the Buyer the Buyer must indemnify the Seller against any related claims and will forfeit the right to file a claim against the Seller in that respect.

8. Termination

8.1 The Buyer may not terminate the contract extrajudicially.

8.2 In the event of (provisional) suspension of payments or (petition for) bankruptcy or winding-up of the Buyer or its business the Seller will not be required to execute the contract, unless the corresponding payment has been made in advance or appropriate security has been provided.

8.3 If the Buyer is in default, has been granted suspension of payments, is bankrupt, has been wound up (or a petition has been filed to that effect) all the Seller's claims against the Buyer will become fully payable immediately and the Seller will have the right to take back the products in question. The Buyer must enable the Seller to exercise its rights.

9. Compensation

9.1 The Buyer must compensate the Seller for any loss sustained by the Seller due to any shortcoming on the part of the Buyer in the fulfilment of his contractual obligations.

9.2 The loss to be compensated will be inclusive of (i) any interest accrued, equaling interest at the statutory rate plus a 5% surcharge per annum and (ii) all (extra) judicial costs of collection, inclusive of the costs of legal assistance, with a minimum of EUR 250 plus VAT, or its equivalent in another currency as per the date of payment.

11.2 The Seller must notify the Buyer as soon as possible of (potential) force majeure situations.

11.3 In the event of force majeure as defined in Article 11.1 the Seller will have the right to terminate the contract(s) affected by the force majeure situation with immediate effect by written notice without any compensation being due.

12. Intellectual Property and non-sollication

12.1 All intellectual property rights, including in any case the copyrights, trademark rights, patent rights, trade name rights, (unregistered) design rights and knowhow which are established on or which arise from the products sold shall at all times remain vested in the Seller and shall not pass to the Buyer due to the contract with the Seller, not even when the goods or services are specifically designed, developed or assembled for the Buyer, unless expressly agreed otherwise in writing by the Buyer and the Seller.

12.2 The delivery of a product by the Seller cannot be construed as an explicit or implicit license for use, disclosure, multiplication or release to third parties of the intellectual property rights mentioned in the previous paragraph, unless the Seller has granted its express written permission for this.

12.3 the Buyer will immediately warn the Seller if third parties infringe or threaten to infringe the Seller's intellectual property rights mentioned in paragraph 1 of this article, or if third parties are of the opinion that the goods of the Seller infringe their own intellectual property rights. In the latter case, the Seller will only be obliged, at its own discretion, to replace or modify the infringing goods, or to terminate or cancel the contract with the Buyer without being obliged to pay any further compensation.

12.4 the Buyer will indemnify the Seller from any claim due to infringement of any intellectual property right of third parties and in such a case the Buyer will completely compensate the Seller and indemnify it for the consequences of such an alleged infringement

12.5 To protect the Seller's goodwill, the Buyer shall not for a period of two years after the most recent delivery of the Seller to the Buyer, directly or indirectly, buy from the Seller's suppliers of which the Buyer has become aware with any product identical or similar to the goods supplied by the Seller to the Buyer in the past, or that competes with such goods.

12.6 If the Seller establishes, subject to all of the foregoing, that the Buyer violated any provisions of this article 12, the Seller is entitled to cancel all current contracts with the Buyer without owing the Buyer any compensation in this context. the Buyer and the Seller agree on a penalty that may not be moderated of EUR 20,000, or its equivalent in another currency as per the date of payment, per violation of this article 12, without prejudice to the Seller's right to claim complete compensation from the Buyer for all direct and indirect damage insofar as exceeding the penalty.

13. Payment

13.1 The Buyer must pay the Seller, which payment must have been received by the Seller within eight days of invoice, unless agreed otherwise in writing.

13.2 In the event of excess of payment or credit terms the Buyer will be in default without any further notice being required.

13.3 In the event of excess of payment or credit terms the Seller will have the right to charge interest at the statutory rate in accordance with Article 6:119a Dutch Civil Code.

13.4 Payments must be made to the Seller directly; payments to representatives or agents will never discharge the Buyer from its payment obligations.

13.5 All taxes, levies and other costs related to payments will be paid by the Buyer.

13.6 The filing of a claim on account of defective quality or other complaints will not suspend the Buyer's payment obligation and other obligations on the part of the Buyer and does not alter or annul such obligations,

5.1 Upon delivery the Buyer must inspect the goods immediately and retain an additional sealed copy of each sample for the Seller and notify the Seller in writing of any defect or discrepancy (in terms of quantity, quality or otherwise) immediately but at any rate within two (2) business days of delivery.

5.2 Any goods in respect of which the Buyer gave notice of a defect or discrepancy must be kept for the Seller in an appropriate location without being used, mixed or processed. Upon request the Seller, its insurer, or a designated representative of the Seller or its insurer, must be granted immediate access to the goods as well as any assistance required to inspect the reported defect.

5.3 In the event of non-compliance with the provisions contained in Articles 5.1 and 5.2 the Buyer will irrevocably forfeit the right to complain about the goods delivered.

5.4 The Buyer may not file any complaints about the goods delivered as long as he has failed to comply with any obligation towards the Seller in connection with the delivery.

10. Transfer of Rights

10.1 Without the prior written consent of the Seller the Buyer may not transfer its rights and/or obligations arising from a contract with the Seller – from warranties given by the Seller or otherwise – not even if the third party acquires the goods delivered by the Seller from the Buyer by particular title.

11. Force Majeure

11.1 Force majeure on the part of the Seller means that the Seller cannot comply with its obligations adequately and in time due to a foreseeable or unforeseeable circumstance beyond the Seller's control, including but not limited to: (a) acts of God, war, war risk, terror attacks, riots, disturbances; (b) delays in the supply of raw materials or dispatch of a finished product; (c) sickness of a number of employees such that compliance is reasonably not possible; (d) strikes, industrial conflicts, lockout or similar actions within or against the Seller, its suppliers or non-employees; (e) other problems with production or supply on the part of the Seller or its suppliers and/or problems with transport by the Seller or by third parties; (f) damage to the production due to fire, storm or any other extreme unforeseen cause; (g) any action taken by a national or international person in authority.

regardless whether the claim or complaint will be honored.

13.7 The Buyer does not have the right to (i) apply any discounts without prior written agreement of the Seller, (ii) deduct and/or (iii) set off payment obligations, against any other amounts due between the parties.

13.8 In the event of judicial or extrajudicial collection because of late payment the amount of the claim will be increased by 10% handling fee while the judicial and extrajudicial costs will be charged to the Buyer up to the amount paid or owed by the Seller, with a minimum of EUR 250 plus VAT, or its equivalent in another currency as per the date of payment.

14. Governing Law and Disputes

14.1 This agreement will be governed exclusively by Dutch law with the exclusion of the 1980 UN Convention on the International Sale of Goods (CISG).
14.2 All disputes arising between the Seller and the Buyer shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Rotterdam or any other place to be agreed upon between the Seller and the Buyer. The proceedings shall be conducted in the English language unless the Seller and the Buyer agree for the proceedings to be conducted in the Dutch language.