

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF DAIREFRESH B.V.

1. DEFINITIONS

- 1.1. **“Acceptance”**: acceptance by Buyer of the Offer of Dairefresh, which can be qualified as the unilateral legal act of accepting within the meaning of Section 6:217 of the Dutch Civil Code, as a result of which a Sales Contract is concluded within the meaning of Section 6:217 of the Dutch Civil Code. This acceptance does not have to be in Writing.
- 1.2. **“Confidential Information”**: all and any non-public information in electronically stored documents or in any other tangible or intangible form, including but not limited to any information relating to the Products, know-how, expertise, business process, marketing process, (potential) clients, customer information, commercial goodwill, Content and all other aspects in the broadest sense of the word.
- 1.3. **“Content”**: all direct and indirect content and connections from, including but not limited to Products, marketing of the Products, commercial information, (social) media and all other aspects in the broadest sense of the word.
- 1.4. **“Dairefresh”**: the supplier, Dairefresh B.V., a company with limited liability incorporated under the laws of the Netherlands.
- 1.5. **“Day”**: calendar day.
- 1.6. **“General Terms and Conditions”**: the most recent version of the present General Terms and Conditions of Sale and Delivery of Dairefresh B.V.
- 1.7. **“Offer”**: Products offered by Dairefresh, which can be qualified as the unilateral legal act of offering within the meaning of Section 6:217 of the Dutch Civil Code.
- 1.8. **“Parties”**: Dairefresh and Buyer.
- 1.9. **“Products”**: all products, goods and items offered by Dairefresh in the field of development of innovative production methods for dairy products, including standard and custom-made solutions often accompanied with application.

- 1.10. **“Sales Contract”**: an individual sale agreement that is concluded between Parties with regard to the Products.
- 1.11. **“Territory”**: country, region, area where the Buyer is active or could be active.
- 1.12. **“Written/In Writing”**: by post or by email.

2. APPLICABILITY

- 2.1. These General Terms and Conditions apply to all Offers made by Dairefresh, all negotiations between Dairefresh and Buyer, and to all Sales Contracts and other agreements concluded or to be concluded with Buyer, as well as to the performance thereof. These General Terms and Conditions also apply to any third parties engaged by Dairefresh and its distributors.
- 2.2. Buyer declares to have received a copy of these General Terms and Conditions - in hard copy or digitally - from Dairefresh not later than the time that the Sales Contract was concluded.
- 2.3. Any provisions deviating from these General Terms and Conditions shall only be binding on Dairefresh following Written approval from Dairefresh and solely for the Sales Contract to which the said approval is applicable. The other provisions of these General Terms and Conditions shall remain in full force and effect.
- 2.4. Reference of Buyer to the applicability of its own general terms and conditions is hereby explicitly rejected by Dairefresh, unless such - on a case by case basis - has been expressly agreed in Writing.
- 2.5. Dairefresh reserves the right to review the text of these General Terms and Conditions at any time and shall notify Buyer of any amendments.
- 2.6. In the event of a conflict between the text of the General Terms and Conditions and the Sales Contract or any framework/distribution Agreement, the provisions of the Sales Contract and the framework/distribution Agreement shall prevail.

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- 2.7. If, at any time, Dairefresh does not (immediately) exercise its rights under the Sales Contract and/or the General Terms and Conditions, it shall not affect its rights and possibility to do so in the future for reasons of its own and is not to be regarded as a waiver.
- 2.8. If any of the provisions in the Sales Contract or in these General Terms and Conditions appear to be illegal, void or unenforceable, the other provisions of the Sales Contract and the General Terms and Conditions shall continue to apply in full. Parties shall then enter into consultation in order to agree a new provision as replacement, which provision should be in conformity with the purpose and purport of the illegal, void unenforceable provision inasmuch as possible.
- 2.9. If Dairefresh concludes Sales Contracts with Buyer more than once, the present General Terms and Conditions shall apply to all subsequent Sales Contracts, irrespective of whether they have (again) been explicitly declared applicable and/or Dairefresh has (again) complied with its duty of disclosure.
- 3.4. In respect of each order for the Products to be supplied by Dairefresh, the Buyer shall be responsible for ensuring the accuracy of the Sales Contract and must:
- a. provide Dairefresh with any information necessary to enable Dairefresh to fulfil the order and to comply with all labelling, marketing and other applicable legal requirements in the Territory; and
 - b. obtain any necessary import licences, certificates of origin or other requisite documents, and pay all applicable customs, duties and taxes in respect of the importation of the Products into the Territory and their resale in the Territory.
- 3.5. A Sales Contract between Dairefresh and Buyer shall be concluded after the Offer of Dairefresh and the Acceptance of that Offer by Buyer.
- 3.6. Any agreements, oral or otherwise, made between Parties after the Sales Contract has been concluded with a view to modifying the contents of the Sales Contract shall only become effective after they have been confirmed in Writing by Dairefresh.

3. OFFERS AND SALES CONTRACTS

- 3.1. All Offers of Dairefresh, including the standard price list, brochures and other information supplied by Dairefresh, in any form, are subject to confirmation by Dairefresh and are no firm Offers. Dairefresh cannot be bound by its offers if Buyer should in all reasonableness understand that they contain an obvious mistake.
- 3.2. If an Offer subject to confirmation is accepted by Buyer, Dairefresh shall have the right to revoke the Offer within 2 (two) Days of receipt of the Acceptance.
- 3.3. Images, catalogues, drawings, standard price lists, brochures and further information provided to or by Dairefresh as well as the contents of Dairefresh' website are subject to changes without prior notice being required and do not bind Dairefresh.
- 3.7. In the context of the performance of the Sales Contract, Dairefresh is entitled to engage intermediaries or third parties.
- 3.8. Sales Contracts made with or undertakings made by subordinates of Dairefresh, or intermediaries/or third parties engaged by Dairefresh, shall only bind Dairefresh if it has confirmed these Sales Contracts or undertakings in Writing to Buyer.
- 3.9. Dairefresh' Offer is strictly limited to the conditions in the Offer and can only be rejected or accepted, but not modified or varied by the Acceptance.
- 3.10. Dairefresh is entitled to refuse any order, entirely or partially, without any statement of reasons, without incurring any liability for any damages. Without an order confirmation from Dairefresh, an order cannot be deemed to

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have been accepted by Dairefresh, the order confirmation being deemed to be a correct and complete representation of the agreement, unless Buyer expressly notifies Dairefresh otherwise in Writing within two working days of receipt. If Dairefresh does not provide Buyer with an order confirmation, the order will be deemed to be refused.

- 3.11. If the order confirmation differs from the order, Buyer shall be bound by the order confirmation, unless Buyer indicates the deviation within 2 (two) working Days after dispatch by Dairefresh in Writing.
- 3.12. Dairefresh is entitled to put in place minimum order levels for certain Products, of which it will notify Buyer, especially for but not limited to customized products.
- 3.13. The colour, taste and form of Dairefresh' products can be different from each unit. This cannot be seen as a manufactory error.

4. PRICES AND PAYMENT

- 4.1. The prices stated in the Offer, the standard price list or the prices agreed with Dairefresh are in Euro (€) and exclusive of any charges (whether for packaging, freight and insurance, etc.), VAT and any other taxes and duties as may be applicable.
- 4.2. Dairefresh is entitled to amend the prices. Dairefresh shall inform Buyer in Writing of any price change at least 2 (two) calendar months prior to such price change, unless specific commodity market conditions dictate otherwise (in which case Dairefresh will inform Buyer of a price change as soon as reasonable possible under the circumstances). Any purchase orders placed on or after the effective date will be subject to the new price.
- 4.3. Unless the parties have expressly agreed upon a different method of payment, payments are always subject to fully prepayment conditions.
- 4.4. Dairefresh shall send Buyer a specified invoice for delivery of the Products. Buyer shall pay

invoices within 14 (fourteen) calendar Days of the invoice date. Buyer shall make payments under the Sales Contract by transfer to Dairefresh' bank account, as specified in the invoice, or to another bank account provided by Dairefresh in time before payment. Buyer shall always specify the relevant invoice number at each payment.

- 4.5. Payment must be made without any discount, suspension and/or set-off. Buyer cannot derive rights from bonuses or discounts given by Dairefresh in the past.
- 4.6. Unless explicitly agreed otherwise, all payments from Buyer, shall first be used to set off against the costs, then to set off against interest due and finally to set off against the principal sum of the unpaid invoices.
- 4.7. Payments made by Buyer shall always be used first of all to settle the costs owed, in the second place to settle the interest due and finally to settle due and payable invoices that have been outstanding for the longest time, even if Buyer states that the payment relates to a later invoice.
- 4.8. Invoices not (fully) paid on the due date shall automatically put Buyer in default without warning and accrue interest at the contractual interest rate of 1 (one) percent per month, unless the statutory interest (ex article 6:119a of the Dutch Civil Code) is higher, in which case the statutory interest shall apply. The interest shall accrue from the date of breach of contract until the Day on which the breach ends. The interest will be calculated by increasing the outstanding amount each month by the interest due over that period.
- 4.9. In case of Buyer's default, all (extra)judicial costs to obtain payment shall be at Buyer's expense. The extrajudicial costs shall be at least 15% of the principal amount plus interest, with a minimum of € 75,-.
- 4.10. Dairefresh is at all times entitled to require Buyer to provide (sufficient) security, at its discretion, for the fulfilment of any payment obligations. In that case, Dairefresh will send a pro forma invoice.

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- 4.11. If Buyer fails to pay an invoice in due time, Dairefresh will be entitled to refuse any (further) delivery of the Products until full payment has been made.
- 4.12. No indulgence granted by Dairefresh to Buyer with regard to its payment obligations shall be (deemed to be) a credit facility, but if such a facility is granted by Dairefresh it shall be allowed to withdraw the facility at any time.
- 4.13. Complaints regarding the amount of an invoice sent by Dairefresh must be lodged in writing within 14 (fourteen) calendar Days of the invoice date, which period shall be regarded as an expiry period.
- 4.14. All Dairefresh' outstanding receivables from Buyer shall be immediately due and payable if Buyer is in default, or in the event of liquidation, bankruptcy or an application for bankruptcy, Buyer's admission to lawful debt restructuring pursuant to the Debt Management Natural Persons Act (Wet Schuldsanering Natuurlijke Personen), Buyer's placement under guardianship, attachment or (temporary) moratorium of payments for Buyer.

5. PACKAGING MATERIALS

- 5.1. If Buyer specifies the use of packaging material and/or product markings on packing materials, Buyer is solely responsible for the compliance of these packaging materials with the applicable food industry law and for the accuracy and completeness of the product marking content.
- 5.2. The packaging materials, if not intended for once-only use, explicitly including but not limited to pallets, crates, containers and other transport resources, remain the sole property of Dairefresh, even if Buyer paid a deposit for them.
- 5.3. Buyer is obliged to return the packaging, sorted and cleaned, as soon as possible but by the next delivery of Dairefresh to Buyer at the latest.

6. CANCELLATION

- 6.1. If Buyer cancels an order in accordance with the Sales Contract, in full or in part, he shall be obliged to compensate Dairefresh for all costs and any consequential damages (preparation costs, orders from third parties, storage, commissions) reasonably incurred with a view to performing this Sales Contract, without prejudice to Dairefresh' right to full compensation due to loss of profit, as well as any other damage or loss arising from cancellation.
- 6.2. Cancellation by Buyer must be made in Writing.

7. INFORMATION

- 7.1. Buyer is responsible for the correctness, completeness and reliability of the information and data provided by or on behalf of Buyer to Dairefresh.
- 7.2. In the event that the necessary information with regard to the performance of the Sales Contract is not made available to Dairefresh, or not provided in time, or not provided in accordance with the agreements made, Dairefresh shall be entitled to charge the additional costs that are incurred as a result thereof according to its general rates.

8. DELIVERIES AND DELIVERY TIME

- 8.1. The specified delivery times by Dairefresh are approximate only, unless explicitly agreed otherwise. Dairefresh shall exert itself to honour the delivery time as much as possible, although the delivery time shall never be regarded as a final deadline ex article 6:83 sub a of the Dutch Civil Code.
- 8.2. Failure to meet the delivery time shall not result in default or any liability of Dairefresh. In the event of non-timely delivery, Dairefresh must be given notice of default, and shall be

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- given an additional reasonable term to procure delivery at a later date.
- 8.3. The delivery time begins at the last on the following times:
- a. the Day that the Sales Contract is concluded;
 - b. the Day of receipt by Dairefresh of the necessary information, data, etc. required for the performance of the Sales Contract;
 - c. the Day of receipt by Dairefresh of the amount that must possibly be paid in advance in accordance with the Sales Contract.
- 8.4. Dairefresh is permitted to send Products in instalments, and each instalment can be paid separately.
- 8.5. Unless otherwise agreed in Writing, delivery of the Products shall take place ex works, warehouse or other storage location (Ex Works in accordance with the Incoterms) of Dairefresh. The Products are considered to have been delivered by Dairefresh and to have been accepted by Buyer as soon as the Products are offered to Buyer and/or as soon as the Products are loaded onto the means of transport.
- 8.6. The time at which the items are made available to Buyer ex works, warehouse or other storage location (Ex Works in accordance with the Incoterms) is considered the time of delivery and the time when the risk with respect to the Products passes from Dairefresh to Buyer.
- 8.7. If Buyer refuses to take delivery of the Products, the risk of the Products shall immediately pass to Buyer and Dairefresh can claim payment immediately. Dairefresh shall store the Products at the expense and risk of Buyer until further notice.
- 8.8. Unless otherwise agreed in Writing, transport shall take place at the risk and expense of Buyer, even if the carrier has explicitly provided that all shipping documents must state that any and all damage or loss resulting from the transport shall be at the expense and risk of Dairefresh.
- 8.9. Unless otherwise agreed in Writing, Dairefresh shall choose the manner of transport and the means of transport to its best knowledge, yet without being liable for that choice. The transport costs are payable by Buyer.
- 8.10. Delivery to an address indicated by Buyer shall only take place if Parties have reached Written agreement in advance on the additional costs and the terms and conditions involved.
- 8.11. The manner of packing, transport, shipment, etc. shall be determined by Dairefresh, unless Parties have agreed otherwise in Writing, nonetheless without Dairefresh accepting any liability in this respect - notwithstanding a mandatory obligation to pay damages.
- 8.12. A waybill, delivery note or suchlike, provided by the delivery of the Products, serves as evidence of the delivery and the mentioned Products.
- 8.13. If Dairefresh displays or provides a model, sample or example, this shall be for indication purposes only: the characteristics of the Products to be delivered may differ from the sample, model or example.
- 8.14. If the Products are not collected by Buyer after the delivery time has expired, they are stored at its disposal, and for its expense and risk. Dairefresh shall not make the Products available to Buyer until the additional costs of transport and storage have been paid in full by Buyer. If the Products are not collected by Buyer within 30 (thirty) Days of the original delivery, Dairefresh shall have the right, after sending a demand, to dispose of the Products or to find another destination for them. Buyer shall not have the option of bringing an action against Dairefresh in that respect. Any proceeds thereof shall be credited to Buyer after deduction of related costs, without prejudice to Dairefresh' right to claim full payment of the agreed price.

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9. DEFECTS AND RECALL

- 9.1. By opening of the container, the Buyer is obligated to make photographs of the products in the container and send the photographs within 7 days to info@dairefresh.com.
- 9.2. Buyer shall inspect the Products, or have them inspected, upon loading if delivery takes place Ex Works (within the meaning of the most recent version of the Incoterms) and Buyer has arranged for transportation itself, or upon unloading if Dairefresh has arranged for transportation at Buyer's request. Buyer must check whether the delivered Products are in conformity with the Sales Contract, namely: whether the right Products have been delivered; whether the quantity of the delivered Products corresponds with what was agreed; and whether the Products meet their specifications.
- 9.3. Visible defects or shortages must be reported to Dairefresh in Writing within 14 (fourteen) Days after delivery. Non-visible defects must be reported to Dairefresh in writing within 30 (thirty) Days of their discovery or after they should have reasonably been discovered, but in no case later than within 3 (three) calendar months of delivery.
- 9.4. Any complaint should be accompanied by an extensive description of the actual defect or shortage. Dairefresh shall in case of a complaint be entitled to let one of its employees and/or a third party verify the merits of a complaint.
- 9.5. Dairefresh does not accept complaints regarding any defect arising from fair wear and tear, wilful damage, negligence, abnormal conditions arising after delivery or failure to follow its instructions or manuals (e.g. on storage).
- 9.6. If Parties cannot agree on the validity of a complaint, the findings of an independent third party or sworn controller, to be appointed by Dairefresh, shall be binding on them.
- 9.7. If a complaint should prove to be well-founded, Dairefresh shall be allowed to either - at its own discretion - repair or replace (the packaging of) the Products involved or (partially) credit their purchase price, within reasonable time. There shall not be any further liability for compensation by Dairefresh and performance of any of the options above shall constitute an entire discharge thereof.
- 9.8. Even if Buyer complains (in good time), it shall not be allowed to suspend its obligations and/or rely on set-off.
- 9.9. The Products may only be returned after Written approval of Dairefresh and at the risk and expense of Buyer, without any recognition of liability by Dairefresh.
- 9.10. Dairefresh will not accept claims not made in accordance with the requirements and within the periods as referred to in this article.
- 9.11. Buyer will immediately notify Dairefresh of any information, complaints or claims that it receives or picks up with regard to the Products, in indicating whether the party in question is a consumer or a professional party, and keep Dairefresh updated regarding matters which relate to the above.
- 9.12. Dairefresh may at its own discretion recall any Products, whether for a refund or credit or replacement, and issue any written or other notification to customers about the manner of use or operation of any Product.
- 9.13. Buyer shall cooperate fully and promptly with any steps taken by Dairefresh, if Dairefresh notifies it of a defect in or relating to the Products previously delivered to it, or any error or omission which exposes or may expose consumers to any risk of death, injury or damage to property.
- 9.14. If there is a product recall, Buyer will cooperate with Dairefresh to ensure that the product recall is promptly and effectively dealt with, including: a. advising promptly and providing details to Dairefresh of all retailers and trade customers to whom recalled Products have been supplied; b. ceasing to sell

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or distribute the recalled Products, isolate and clearly mark them; and c. display product recall notices provided by Dairefresh. Buyer shall ensure that its customers who are not end consumers, are obliged to comply with these provisions as well.

- 9.15. Buyer is not entitled to recall or withdraw any of the products or packaging. Dairefresh is entitled to initiate and coordinate any recall and Buyer shall cooperate and act in strict compliance with instructions of Dairefresh. If the recall is caused by Buyer's negligent acts or omissions or any wilful misconduct, Buyer will pay all costs and expenses associated with that recall and Buyer shall indemnify and hold harmless Dairefresh for all losses, damages and costs.

10. RETENTION OF TITLE

- 10.1. Dairefresh stipulates a retention of title for Products in relation to the payment of debt-claims on a counter performance due by Buyer for Products that have been delivered or will be delivered to it by Dairefresh, pursuant to the Sales Contracts or another agreement and/or for services performed or to be performed for its benefit pursuant to such an agreement, as well as with respect to compensatory debt-claims indebted by Buyer to Dairefresh for failing to perform such agreements, in accordance with article 3:92 sub 2 of the Dutch Civil Code.
- 10.2. Buyer shall not be entitled to pledge or otherwise encumber the Products subject to retention of title.
- 10.3. Buyer shall only be allowed to resell the Products delivered under retention of title, provided that this forms part of its ordinary business operations, in which case Buyer assigns its claims against its customers to Dairefresh and shall provide the deed of assignment to Dairefresh on demand.
- 10.4. Buyer undertakes to insure and keep insured the Products delivered subject to retention of title - insofar as reasonably possible - against risks of theft, damage, destruction, spoiling, or loss and to allow this insurance policy to be inspected upon first request. Buyer is obliged to assign claims against the insurer(s) to Dairefresh on its first request.
- 10.5. If third parties should (attempt to) attach Products subject to retention of title, or wish to establish or assert rights regarding them, Buyer shall inform Dairefresh of this as soon as can reasonably be expected.
- 10.6. Dairefresh shall be entitled to enforce the rights ensuing from the retention of title as soon as Buyer fails its (payment) obligations towards Dairefresh. All costs as a result of Dairefresh' exercise of its retention of title shall be borne by Buyer.
- 10.7. Buyer gives Dairefresh or a third party to be indicated by Dairefresh irrevocable permission, now for then, in all cases in which Dairefresh wishes to exercise its ownership rights, to enter all places where the property of Dairefresh will then be located and to take along the Products located there.
- 10.8. As (additional) security for all that Dairefresh can claim from Buyer, Dairefresh reserves the right to establish a reserved non-possessory pledge with respect to all Products to be sold by Dairefresh to Buyer and Buyer hereby pledges to Dairefresh through the establishment of an undisclosed pledge all current and future rights of Buyer under the insurance policy with respect to the Products delivered under retention of title. Buyer hereby provides Dairefresh with an irrevocable power of attorney to take all measures required for a valid pledge.
- 10.9. Buyer is obliged to store the products delivered under retention of title with due care and as recognizable property of Dairefresh.
- 10.10. In case Buyer engaged third parties, such as a sub-distributor (with the explicit Written consent from Dairefresh), Buyer is obliged to ensure that Dairefresh is enabled to invoke its right of retention against these third parties.

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- 10.11. Buyer shall not be entitled to a right of retention against Dairefresh with regard to the products delivered by Dairefresh.
- 10.12. If for securing Dairefresh' interest in its retention of title a security agreement and/or any financing statement needs to be undersigned and recorded or filed in any appropriate public venue, Buyer shall lend its full cooperation to Dairefresh and fulfil any such formalities and undersign any necessary document.

11. DEFAULT AND LIABILITY

- 11.1. Except in the case of gross negligence or deliberate intent of the management or managerial subordinates of Dairefresh, Dairefresh shall only be liable for costs, damages or interest, arising as a result of actions or negligence by the aforesaid persons or any other subordinates of Dairefresh, or of persons employed by Dairefresh for the performance of the Sales Contract, not exceeding the amount of the invoice value for the Products delivered by Dairefresh in connection with which the damage has arisen. The liability of Dairefresh is in all cases limited to the coverage of the business liability insurance.
- 11.2. Dairefresh is not liable for indirect or consequential, incidental, special, exemplary, punitive or enhanced, damages, foreseeable or not, including but not confined to: trading loss, loss of profits, resulting loss, loss caused by business interruption, immaterial damage, financial loss and personal injury, including all possible claims of third parties, in the broadest sense of the word.
- 11.3. Damage to the Products caused by damages or destruction of packaging is at the risk and expense of Buyer.
- 11.4. If Buyer resells, delivers, pledges Products, in respect of which Dairefresh has notified him that it doubts the quality, or if Buyer transfers them or makes them available in another way, under whatever title, whether or not for free and whether or not for use, Buyer shall be obliged to indemnify Dairefresh against any claims from third parties for damage, incurred by, or in connection with the Products delivered by Dairefresh to the other party.
- 11.5. Buyer shall be obliged to indemnify and hold harmless Dairefresh for any cost and damage, which Dairefresh could incur because third parties make a claim against it in matters where liability vis-à-vis Buyer is excluded in these General Terms and Conditions.
- 11.6. In case Dairefresh decides to exercise its right of suspension or right to terminate, based on facts known at that time and/or circumstances, while afterwards it has been established beyond dispute that the exercise of this right was wrongly, Dairefresh shall not be liable and not be bound to any compensation, except in case of gross negligence or deliberate intent of Dairefresh.
- 11.7. Buyer needs to ensure whether the Products that shall be ordered or are already ordered and the accompanying packaging, manuals and other information meet all requirements set by the authorities of the country of destination. The same applies for any modification, alteration, improvement or change to the Products, introduced by Dairefresh. The use of the Products in conformity with the requirements set by the authorities is for Buyer's risk.
- 11.8. All clauses in these General Terms and Conditions and in particular concerning the exclusion or restriction of the liability of Dairefresh and concerning the indemnification of Dairefresh against claims from third parties, have also been agreed for the benefit of those who are employed by Dairefresh and its directors, shareholders and affiliates or third parties for whose actions or negligence Dairefresh can be liable.
- 11.9. Buyer is obliged to insure and bear itself any loss or damage for which Dairefresh has excluded or limited its liability.
- 11.10. Insofar as not explicitly agreed otherwise in Writing, all legal claims pursuant to the Sales Contract and these General Terms and

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Conditions shall lapse after 12 months of the delivery date.

- i. non-or non-timely delivery to Dairefresh by sub-suppliers;
- j. discontinuation of the supply of goods, raw materials and/or energy.

12. FORCE MAJEURE

- 12.1. In the event of default by Dairefresh in the performance of the Sales Contract caused by force majeure, Dairefresh shall be allowed to suspend the performance of the Sales Contract and it can therefore not be bound to any delivery time. Buyer is in no case entitled to compensation of damage, costs or interest.
- 12.2. In case of a situation of force majeure, Parties undertake to immediately inform each other in that regard.
- 12.3. Non-attributable defaults on the side of Dairefresh shall in any case include, but not be limited to:
 - a. damage as a result of natural disasters and/or storm damage;
 - b. war, danger of war and/or any other form of armed conflict, including terrorism or a threat thereof in the Netherlands and/or other countries, which impedes the delivery of goods or raw materials;
 - c. work strikes, forced business closure, revolt and any other form of disruption and/or obstruction caused by third parties, which impede the delivery of goods or raw materials;
 - d. loss of or damage to goods on transport;
 - e. illness of one or more employees;
 - f. legislative or administrative government measures, which impede delivery, including import and export prohibitions;
 - g. failure and/or disruptions in means of transport, production equipment or power supplies;
 - h. fire or accidents at the company of Dairefresh;

- 12.4. If any condition arises which impedes or restricts
 - a. the free exchange of money between Supplier's place of business and the Territory, or
 - b. the free exchange of goods between the country of origin of the Products or Supplier's place of business and the Territory, deliveries under the Sales Contract may be suspended during the continuance of any such condition.
- 12.5. During the situation of force majeure, Dairefresh is entitled to suspend its obligations.
- 12.6. In case Dairefresh is not able to perform the Sales Contract due to a temporary (longer than 3 (three) months) situation of force majeure or a definitive situation of force majeure, it is allowed to terminate the Sales Contract without court intervention and without any obligations to compensation.
- 12.7. If Dairefresh, in the event of force majeure, has already partially met its obligations, Buyer shall have to pay the price due for this part to Dairefresh.

13. TERMINATION

- 13.1. A Sales Contract ends when completed, or at a time explicitly determined by Parties.
- 13.2. Dairefresh is entitled to terminate or to suspend the Sales Contract in Writing, in whole or in part, with immediate effect and without judicial intervention and any compensation due, and notwithstanding the right of Dairefresh to, instead of termination or suspension, claim performance of the Sales Contract and notwithstanding its right to compensation, in case:

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- a. Buyer fails to meet its obligations under the Sales Contract and such default is not dissolved within 10 Days after the date of the default notice;
- b. after concluding the Sales Contract, circumstances come to the attention of Dairefresh that prove good ground for fearing that Buyer shall not be able to meet its obligations under the Sales Contract;
- c. Buyer applies for moratorium or in case a definitive moratorium is granted;
- d. a winding-up petition is filed against Buyer or Buyer is in a state of liquidation;
- e. Buyer request for granting of statutory debt adjustment under the Debt Management (Natural Persons) Act, or this request is granted;
- f. a significant part of the property of Buyer is seized.
- g. in the opinion of Dairefresh, major changes are made to (in)direct ownership or control at the business or company of Buyer.

13.3. In case Dairefresh terminates or suspends the Sales Contract based on this article, every claim of Dairefresh against Buyer is immediately due and payable.

13.4. At the termination of the Sales Contract, Buyer is obliged to cease to use the Confidential Information and any granted right regarding Dairefresh' intellectual property rights.

13.5. Dairefresh is entitled to terminate the Sales Contract if any advantage is offered by Buyer in connection with the formation or execution of the contract to a person working on behalf of Dairefresh.

14. CONFIDENTIALITY

14.1. All Confidential Information is strictly personal and confidential.

14.2. Buyer shall not disclose any aspect of the Confidential Information, without the prior Written approval of Dairefresh. In case Dairefresh provides its Written approval, Buyer is obliged to use the Confidential Information only with a view to promoting, distributing, selling, marketing, servicing the Products.

14.3. Buyer is obliged to take all reasonable precautions to ensure that any employee or representative of Buyer complies with this obligation.

14.4. The obligation to maintain the Confidential Information secret shall survive in any case the expiry or termination of the Sales Contract.

14.5. Buyer is not responsible for the disclosure of Confidential Information which was available to the general public prior to the disclosure by Dairefresh to Buyer, or Confidential Information being required to be disclosed by reason of a judicial order or direction emanating from any competent authority, provided that Buyer gives Dairefresh prior notice in Writing of the judicial order or direction before any such disclosure is made.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. All intellectual property rights and Content regarding the Products and the documents provided by Dairefresh, i.e. drawings, sketches, schemes, samples, formats, tools, photos, designs, working methods, presentations, advice, images, prototypes, models, mood boards, printed matters, files, websites, brochures, catalogues, etc. used by Dairefresh shall remain the physical and intellectual property of Dairefresh, also if they have been made available to Buyer and irrespective of the contribution made to their realisation by Buyer or third parties engaged by Buyer.

15.2. The exercise of the aforesaid intellectual property rights and Content- including publication, transfer, reproduction, distribution of data, everything in the broadest sense of the word - both during and after the

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF DAIREFRESH B.V.

performance of the Sales Contract - is explicitly and exclusively reserved for Dairefresh.

- 15.3. In no event will the buyer acquire rights over intellectual property right(s) and Content.
- 15.4. Buyer is not permitted, without the explicit Written consent of Dairefresh, to remove, modify or change any labelling or tags applied by Dairefresh and referring to its intellectual property rights, or the conditions, clauses, regulations, manuals, instructions or material safety data sheets or any specification or to repack, modify, change or process the Products.
- 15.5. Dairefresh guarantees that the delivered Products do not infringe any intellectual property right of third parties. If however, Dairefresh must recognize that the delivered Products do infringe any such rights or a court gives such a decision, which decision has become final, Dairefresh shall replace the concerning Products by Products that do not infringe such rights, or take back the concerning Products contra repayment of the price paid, minus the normal depreciations, all this at the sole discretion of Dairefresh. Dairefresh shall not be liable for any damages or additional compensation towards Buyer and is not obliged to indemnify Buyer in or out of court.

16. LIQUIDATED DAMAGES

- 16.1. In the event of an attributable breach (in Dutch: "toerekenbare tekortkoming") in the performance of a framework agreement, distribution agreement, Sales Contract and/or these General Terms and Conditions, especially the obligations regarding non-competition, confidentiality, intellectual property rights, minimum purchase numbers and exclusivity, Buyer shall pay to Dairefresh liquidated damages in the sum of EUR 50.000,- within ten days after due notice given by Dairefresh, Dairefresh still being entitled to full compensation and damages.

- 16.2. Buyer confirms that he acknowledges Dairefresh' interest in respect of the obligations regarding to above mentioned subjects (non-competition, confidentiality, intellectual property rights, minimum purchase numbers and exclusivity), and confirms that the amounts recorded in article 16.1 are reasonable.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. These General Terms and Conditions, any Sales Contract, any other agreements and the preceding negotiations are governed by and will be interpreted on the basis of Dutch law, with the exemption of its conflict of laws.
- 17.2. All disputes arising out of or in connection with the General Terms and Conditions and/or the Sales Contract and any other agreement shall be exclusively and finally settled in accordance with International Rules of Arbitration of the International Chamber Of Commerce in Paris. The arbitral tribunal shall be composed of three arbitrators, or less, if the Parties decide so, being acceptable to both Parties. The arbitration proceedings will take place in the Netherlands and will be conducted in the English language.
- 17.3. Baby food Buyers are obliged to act in conformity with the International Code of Marketing of Breast Milk Substitutes issued by the World Health Organization, 1981.