



General terms and conditions applicable to the sale and delivery of products by ALDIA N.V.:

1. General

- 1.1 These conditions apply to all quotations and offers from and all orders to Aldia N.V., with registered head office in B-9700 Oudenaarde (Belgium), Aalststraat 3, VAT BE0400.191.910 (hereafter: "Aldia") for the sale and delivery of fruit products and all related products, and to all agreements with Aldia with respect thereto.
- 1.2 The applicability of conditions of the other party or customer (hereafter: "Customer") of Aldia is hereby explicitly rejected.
- 1.3 Provisions which deviate from these conditions can be invoked by the Customer only if and to the extent that these provisions are accepted by Aldia in writing.
- 1.4 By accepting the applicability of these conditions once the Customer agrees and accepts that these conditions shall also apply to all future agreements with Aldia.

2. Offers, orders and agreements

- 2.1 All offers and quotations from Aldia are non-binding (free of obligations), unless explicitly provided otherwise.
- 2.2 Orders and acceptances of offers by the Customer are irrevocable regardless the form wherein these orders and acceptances of offers were received.
- 2.3 All offers and quotations are valid for a period of 8 working days unless a different term of validity has been explicitly stipulated.
- 2.4 Aldia has the right to reject an order including any order accepted by one of Aldia's agents.
- 2.5 Aldia shall only be bound to written quotations, received orders and any additional arrangements, amendments or annulments if Aldia has accepted these in writing or has begun implementation of the order. Aldia is moreover only bound as was accepted in writing. Verbal commitments or agreements by or with its personnel, representatives, sales agents or any other intermediaries do not bind Aldia except and insofar as Aldia has confirmed these in writing.

3. Prices

- 3.1 Prices set by or agreed to with Aldia are exclusive of VAT, import or export duties, exercise, taxes, packaging taxes, any other charges, levies and rights unless explicitly provided otherwise. These prices are furthermore exclusive all costs of packaging, loading, transport, unloading, insurance and any other services unless explicitly indicated otherwise. These costs, or any other increase of costs will be fully charged to the Customer.
- 3.2 If a (fixed) price is agreed upon and the Customer requests for any amendments and/or additions to the order, Aldia shall have the right to amend the price in accordance with the consequences of the changes and additions to the price.





- 3.3 All prices recorded in quotations, price lists, brochures, catalogues, figures, drawings are nonbinding. Any discounts granted by Aldia are once-only and do not bind Aldia with regard to any further order or subsequent agreement unless explicitly agreed upon otherwise.
- 3.4 Prices set by or agreed to with Aldia are based on (cost) determining factors (such as cost of raw materials, materials, transport and wages) prevailing at the time of conclusion of the agreement. If the cost price increases thereafter, Aldia is entitled to increase the price accordingly and to charge the Customer a corresponding price increase.

4. Delivery period and delivery

- 4.1 The delivery dates and delivery periods as agreed upon with Aldia do not qualify as firm deadlines. Aldia is only in default after giving notice of default by the Customer. An extension of delivery periods does not provide the Customer with the right to claim any additional or substitute compensation or with a right not to fulfil its own obligations under the agreement.
- 4.2 The delivery period starts after conclusion of the agreement, and after Aldia has received all documents and data to be provided by the Customer, and after any agreed upon advance payment as described under article 10.1 has been received by Aldia, or any agreed security for payment has been put at its disposal. If at the time of conclusion of the agreement any payments pursuant to any other agreement have become due and payable, the period for delivery shall only start to run as of the day that Aldia has received in full all what has become due pursuant to the other agreement.
- 4.3 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed due to force majeure. They will also be extended by the time that the Customer is delayed in the fulfilment of any obligation than is agreed to or could reasonably be expected by Aldia. Aldia reserves all rights to extend the period for delivery in the event that a final delivery date has been agreed upon and the Customer requests any changes and/or additions with respect to the order.
- 4.4 Unless parties have explicitly agreed upon otherwise, delivery of the goods shall take place at the delivery address of the Customer ("DDP").
- 4.5 If the Customer and Aldia have agreed upon a penalty for late delivery, then Aldia is only obliged to pay this penalty if this late delivery was due to its own negligence and the Customer supplies evidence of an actual loss suffered as a result of such late delivery. The penalty due is never higher than the amount of the loss actually suffered.
- 4.6 Aldia has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.

5. Risk and transfer of title

- 5.1 Goods to be delivered by Aldia are at the risk of the Customer (including loading, dispatch or transport, unloading and insurance) from the moment the goods are considered as having been delivered as per article 4.4.
- 5.2 All goods delivered by Aldia remain the property of Aldia until such time as the Customer has paid in full all that which is owed to Aldia in connection with the underlying agreement and/or prior or subsequent agreements of the same nature, including, but not limited to, payment of the price of the goods, damages, costs and interest. The Customer is not entitled to pledge, to





process or to sell the delivered goods, until the price of the goods delivered has been paid in full to Aldia.

- 5.3 The Customer has no right of retention in respect to the goods delivered. The Customer is obliged to arrange for an adequate insurance of the goods belonging to Aldia.
- 5.4 Aldia has the right to regain possession of the goods delivered by Aldia, in case the Customer is in default in the fulfilment of its obligation in connection with the underlying agreement or in case there is good reason for Aldia to believe that the Customer shall not fulfil its obligation. Repossession shall be made possible by the Customer, without any warning or notification of default being required. The costs incurred with respect to regaining the possession of the goods delivered will be charged to the Customer. In case of repossession of the goods credit entry will be made on the basis of the value of the goods at the time of repossession all to the discretion of Aldia.
- 5.5 All industrial, intellectual property rights and brand rights in relation to the goods delivered will remain with Aldia or any entitled third party and shall not pass to the Customer. Documentation and data (including any publicity material disposed for free from Aldia) will remain the exclusive property of Aldia and shall not be handed over or disclosed by the Customer to third parties unless the explicit prior approval of Aldia. Unless explicitly agreed upon otherwise, the Customer will not be entitled to use any brand names or logos of Aldia in the promotion of products offered by the Customer for sale.
- 5.6 The Customer is not entitled to change or amend the goods delivered by Aldia, to repack the goods or to offer these goods for sale on behalf of Aldia.

6. Force majeure

- 6.1 Aldia is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including war, the threat of war, civil war, revolt, mobilisation, molestation, fire, water damage, flood, frost, excessive health-related absenteeism of personnel, site or building blockages, strikes, specific work interruptions or work-to-rule slow downs and lock out, storage- and transport difficulties, shortage of raw materials, energy or personnel, disturbances of import and export, measures by the government and the delay in the provision to Aldia of parts, goods, or services ordered from third parties, other than by circumstances, accidents and interruptions of business operation to be imputed to Aldia.
- 6.2 In the event of force majeure on the part of Aldia its obligations are suspended. If the force majeure lasts longer than 90 calendar days, Aldia as well as the Customer are authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provisions of article 11.

7. Acceptance of delivery and inspection

- 7.1 The Customer shall cooperate without delay in the acceptance of the goods delivered as soon as Aldia offers these goods for acceptance. All costs incurred by Aldia in relation to the nonacceptance of the goods delivered are for the account of the Customer including any costs of storage and transport.





7.2 The Customer is obliged to inspect the quality of the goods delivered by Aldia within 7 working days after delivery. With respect to cooled goods a different inspecting period applies of 24 hours after receipt of the goods delivered. If the Customer fails to inspect the goods, the goods delivered by Aldia shall be deemed to be approved.

8. Shortage, guarantee and complaints

8.1 Aldia guarantees the good quality of the goods it delivers to the extent that these goods are fit for normal purpose. In the event of any defects to which timely notice was given, Aldia will, whilst the goods delivered shall be returned on its request, either redeliver at no cost, or repair the goods in question at no cost or credit the Customer as far as reasonable in whole or in part for the invoice value of the goods in question, all of this at the option of Aldia.

8.2 With respect to noticeable defects the Customer must submit a claim no later than within 7 working days after delivery by means of written notice, failing which any claim on Aldia will lapse. Claims with respect to other defects (such as best before dates and non noticeable defects) must be made within 2 working days after their appearance, failing which any claim on Aldia will lapse. Without prejudice to the aforementioned period of 2 working days, all complaints must be made within the best before date indicated on the packing of the goods.

8.3 Any right to a guarantee lapses if:

- a) The directions given by Aldia for storage and/or use are not followed exactly;
- b) The delivered goods are used improperly or not in accordance with the agreed to or usual purpose;
- c) The Customer has not fulfilled any of its obligations towards Aldia arising from the underlying agreement, or has not fulfilled them adequately or on time;
- d) The Customer submits a claim with respect to defects which have been discovered more than 2 months after the date of delivery, whereby applies that any complaints which have been submitted within 2 months but as to which the best before date has lapsed, the guarantee has lapsed as well;
- e) The goods delivered have been damaged by external causes such as (rain)water, heating, fire etc.;
- f) The goods delivered have already been processed, or applied in the production process.

8.4 For goods or parts of goods which Aldia obtains from third parties, the guarantee obligations of Aldia towards the Customer shall never exceed in nature not in duration the guarantee obligations granted by those third parties to Aldia. Aldia will have fulfilled its guarantee obligations when it transfers its claim on the third party to the Customer.

8.5 Any defects discovered as to a part of the goods do not provide the Customer with the right to claim a full rejection of these goods.

8.6 The Customer shall provide Aldia upon its request with samples for inspection of goods to which a complaint has been submitted by the Customer. These samples must be packed in such a manner which is accepted by Aldia.

9. Liability and indemnification

9.1 Aldia's liability in connection with any defects in goods it has delivered is limited to the fulfilment of the guarantee described in the previous article 8.





- 9.2 Aldia is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of Aldia or its own employees. Aldia's liability for loss of profits, consequential or indirect damages is however at all times excluded except in the case of intention on the part of Aldia itself.
- 9.3 The Customer shall cooperate at Aldia's first request with regard to a 'product recall' initiated by Aldia (the recall of defect goods from the market), also in the event that the Customer has already delivered these goods to third parties. This obligation for the Customer will also apply in case of any supposition or fear that a defect occurs or will occur.
- 9.4 In all cases in which Aldia is obliged to pay damages, these shall never exceed, at its option, either the invoice value of the goods delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of Aldia, the amount that is actually paid out by the insurer with respect thereto.
- 9.5 In all cases in which Aldia owes a penalty, its obligation to pay damages is limited to payment of the amount of the penalty, without prejudice to the provision of article 4.5.
- 9.6 Conditions which limit, exclude or determine liability and which can be invoked against Aldia by Aldia's suppliers or sub-contractors in connection with the goods delivered, can also be invoked by Aldia against the Customer.
- 9.7 Aldia's employees, or independent contractors brought in by Aldia for the implementation of the agreement, can, against the Customer, invoke all means of defence afforded by the agreement as if they themselves were a party to that agreement.
- 9.8 The Customer will hold harmless and indemnify Aldia, its employees and independent contractors brought in for the implementation of the agreement for each claim by third parties in connection with the implementation by Aldia of the agreement, insofar as those claims are greater than or different from those to which the Customer is entitled against Aldia.

10. Payment and security

- 10.1 Unless explicitly agreed upon otherwise, payment must take place by means of an advance payment. Aldia shall provide the Customer with a pro forma invoice.
- 10.2 Without prejudice to article 10.1, Aldia shall have at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.
- 10.3 Aldia has the right to perform the agreements in parts and to send invoices for partial deliveries.
- 10.4 The Customer relinquishes any right to settle amounts charged by and between parties. The submission of guarantee claims does not suspend the payment obligations of the Customer.
- 10.5 If the Customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the Customer is in default on any payment, all Aldia's remaining claims on the Customer are due, and the Customer is immediately in default without notice with respect to those claims.





- 10.6 When making any payment the Customer shall always submit the invoice numbers as indicated by Aldia as reference for its payment. Payments made by the Customer which are not submitted together with a complete specification shall be used as payment which reduces first any oldest outstanding invoices including any interest which are due over these invoices.
- 10.7 All amounts, of whatever nature, which the Customer owes Aldia shall, upon non-payment on the due date, be claimable as of right and without prior notice of default. Upon non-performance of its obligations, the Customer shall as of right and without prior notice of default owe Aldia interest in the amount of 1 % per month on the total owed amount, over and above all judicial and extrajudicial costs which Aldia has to incur for the purposes of recovering his claim.
- 10.8 All costs (judicial and/or extra judicial) incurred by Aldia as a result of the Customer being in default shall be fully charged to the Customer. The extra judicial costs are considered to amount to at least 10% of the claimed amount.

11. Suspension and rescission

- 11.1 If the Customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, Aldia has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part by means of written statement, without prior notice of default, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest. In such case any claim from Aldia is immediately due and payable.
- 11.2 The Customer shall be entitled to rescind only in the case referred to in article 6.2 of these conditions and then only after payment to Aldia of all amounts owed to Aldia at that time, whether or not due and payable.
- 11.3 If the agreement terminates pursuant to article 11.1 before the agreed goods are finished or delivered, Aldia is entitled to the full agreed price for those goods, decreased by the savings arising directly from the termination.

12. Disputes and applicable law

- 12.1 All agreements between Aldia and the Customer are subject to Belgian law. The applicability of the Convention of International Sale of Goods (CISG) is explicitly excluded.
- 12.2 All disputes existing between parties shall be settled exclusively by the competent court in Antwerp or Oudenaarde, at the choice of Aldia.

