

## **GENERAL SALES AND DELIVERY CONDITIONS.**

### **BIO Trading Company B.V. (BTC) Harderwijk, Netherlands.**

BIO Trading Company B.V., hereinafter called: “the Supplier”, produces, offers, sells and delivers its products to its Buyers in accordance with the following general sales and delivery conditions logged with the office of the clerk of the District Court of Arnhem, the Netherlands on 18 May 2009.

#### **Clause 1: Offers**

- 1.1 Because of the risk of changing circumstances, prices, currencies, etc. our offers shall at all times be without engagement and made subject to reservation of ownership.
- 1.2 An offer shall not be binding for the Supplier until the offer has been confirmed in writing and/or has been accepted by bodies or persons that are authorised to bind BIO Trading Company B.V.
- 1.3 These general sales and delivery conditions shall apply to all of our transactions, unless expressly agreed otherwise in writing.
- 1.4 Quotations, specifications, etc. shall not be binding until they have expressly been confirmed to be binding.
- 1.5 The Supplier may increase the agreed price if unforeseen changes have occurred in respect of the components that determine the price. In that case, the Buyer shall have the right within five days after notification thereof to consider the contract otherwise cancelled, without any right to further damages.

#### **Clause 2: Delivery times**

- 2.1 The Supplier shall endeavour to comply with stated delivery times, but these shall not be binding. Unless provided otherwise, a delivery period of in principle 5 working days shall apply.
- 2.2 Any excess of the agreed delivery period due to any cause whatsoever, shall not give the Buyer any right to claim damages or to cancel the agreement.

#### **Clause 3: Payment and Prices**

- 3.1 All prices stated by the Supplier shall be exclusive of Dutch VAT
- 3.2 Payment shall be made within 10 days after the invoice date, unless agreed otherwise in writing.
- 3.3 If the Supplier, as a result of any failure of the Buyer to pay in time, is forced to take collection measures and for that purpose calls in the assistance of third parties, the costs thereof, set at 15% of the invoice amount, shall be for the charge of the Buyer.
- 3.4 The Buyer shall not have the right to invoke set-off or any right of suspension.

#### **Clause 4: Warranty, Complaints and Liability**

- 4.1 Quality and properties of goods that are to be delivered, as well as the packing thereof, shall be in accordance with national or international regulations, directives or quality standards established by the government.
- 4.2 Complaints have to be lodged with the Supplier in writing within 8 days after delivery.
- 4.3 If the Supplier is of the opinion that the complaint is unfounded, the Buyer shall have the right to have an impartial expert carry out a test. The appointment of the expert shall take place after consultation with the Supplier.
- 4.4 If the Supplier is of the opinion that the complaint is justified, the Buyer shall at his own discretion be entitled to delivery of replacement goods or to a refund of the already paid purchase price.
- 4.5 The Supplier shall be held to compensate any direct damage suffered by the Buyer as a result of any defect in the delivered goods or as a result of the fact that the delivered goods do not meet the stated quality or specifications.
- 4.6 The Supplier shall not be liable for any trading loss or consequential loss.
- 4.7 The liability of the Supplier shall at all times be limited to the invoice amount.
- 4.8 The Supplier shall not be liable for any damage resulting from any untimely delivery.
- 4.9 The Supplier shall under no circumstances be liable if the packing proves to have been broken.
- 4.10 The Buyer shall indemnify the Supplier and hold him harmless from and against any claims of third parties with regard to the delivered goods, unless there is an imputable fault on the part of the Supplier.
- 4.11 All claims of the Supplier with regard to damage or dissolution shall lapse if they have not been effectuated or enforced at law within one year after the occurrence of the event causing the damage.

#### **Clause 5: Force Majeure**

- 5.1 In case of force majeure the Supplier shall have the right to consider the contract dissolved in whole or in part. For the purposes hereof force majeure for the Supplier is defined as all that which hinders the performance of the order through no fault of his own, such as failures in the performance on the part of his own Suppliers, insufficient availability of products, crop failures, fires, strikes, machine failures, government measures, calamities, business interruptions, etc.
- 5.2 In case of force majeure the Supplier shall also have the right to suspend the performance for the duration of the force majeure situation, without any further liability for damages towards the Buyer.
- 5.3 If there is force majeure, the Supplier shall notify the Buyer thereof in a timely manner.

## **Clause 6: Special Conditions**

- 6.1 All goods delivered by the Supplier shall remain the property of the Supplier as long as the Buyer is still due any amount to the Supplier. In case of an imputable failure in the performance, bankruptcy, suspension of payments, etc., the Supplier shall have the right to take the goods back. The costs of this taking back shall be for the charge of the Buyer.
- 6.2 The Buyer shall refrain from transferring the ownership of the goods delivered to him by the Supplier for security purposes or to pledge those goods as long as the goods have not been paid in full.
- 6.3 If either party fails to perform any obligation under the present agreement properly, in time or at all, and in case of bankruptcy, suspension of payments, etc., the other party shall have the right to consider the agreement dissolved without interference of the court, and shall have the right to demand immediate payment of any outstanding amounts, without prejudice to the right to claim damages.
- 6.4 If the Buyer in case of a forward contract fails to accept delivery of the purchased goods within the agreed period, the Supplier shall have the choice:
- either to prolong the contract period with at the most 3 months;
  - or to cease any further deliveries;
  - or to agree a new contract period, whether or not with modified conditions.

In each of these cases the Buyer shall be held to proceed with immediate payment of all goods that have not been accepted by him yet. If the Buyer remains in default with doing so for more than 14 days, the Supplier, after having placed the Buyer in default, shall have the right to sell the relevant goods without towards the Buyer being held to set-off or repayment.

- 6.5 The risk for loss or destruction of the goods shall devolve upon the Buyer on the moment of the delivery, or on the moment that has been agreed in the written offer.

## **Clause 7: Closing Provision**

- 7.1 All agreements of the Supplier and the consequences thereof shall exclusively be governed by the laws of the Netherlands. Any disputes between the Buyer and the Supplier shall come under the exclusive jurisdiction of the District Court of Arnhem, the Netherlands, on 18 May 2009.
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