

Sworn translation from Dutch

GENERAL TERMS OF SALE AND DELIVERY

Inasmuch as it is desirable to use General Terms for all agreements regarding purchasing, sales, commission and related agreements which are concluded in the course of business,

Freeland B.V.
Nijbracht 126
7821 CE EMMEN

and/or its legal successors and/or companies affiliated with it, hereafter referred to as the Seller, hereby establishes the following General Terms:

ARTICLE 1: APPLICABILITY

1. The following conditions exclusively apply to all agreements concluded by the Seller with third parties (hereafter referred to as the Buyer), unless expressly agreed otherwise.
2. Agreements as referred to in Section 1 consist of sales, purchases, commission and related agreements.
3. Stipulations which deviate from these conditions are only binding if agreed upon in writing.

ARTICLE 2: PRICES

1. All sales agreements are considered to originate at the business address of the Seller, both in regard to performance and payment. The given currency is binding for all prices given. Prices do not include transport costs, unless stated otherwise.
2. The Seller is not bound to fulfil an agreement regarding a given price if that price is clearly based on a printing or writing error.

ARTICLE 3: LOCATION AND METHOD OF DELIVERY

1. Delivery takes place at loading location, unless otherwise agreed.
2. If it is agreed that transport be provided by or by arrangement of the Seller, purchase takes place at the moment of delivery at the agreed location.
3. If the goods are stored for the Buyer by or by arrangement of the Seller at the location of the Seller or a third party, delivery takes place at the moment the goods are transferred.
4. Delays in delivery (within reasonable limits) do not give the Buyer the right to cancel the agreement.

ARTICLE 4: RISK

The Buyer accepts the risk for the goods from the moment of delivery of the goods, and, if the Buyer does not cooperate in delivery of the goods, from the moment the delivery is refused.

ARTICLE 5: QUANTITY DELIVERED

In regard to number and weight, as well as to the requirements set forth in public and/or private law, the quantity delivered must be in accordance with what was agreed upon or prescribed, subject to proof to the contrary to be supplied by the Buyer.

ARTICLE 6: RETENTION OF TITLE

1. Goods supplied by the Seller remain the property of the Seller until full payment of all claims of the Seller on the Buyer originating in agreements concluded between parties, including interest and expenses, has been made.
2. Goods supplied by the Seller which fall under the retention of title in accordance with Section 1, may only be sold on by the Buyer within the framework of normal business operations of the Buyer.
3. If the other party does not meet its obligations or there are grounds to believe that it will not do so, the Seller is entitled to remove or have removed the delivered goods to which the retention of title referred to in Section 1 applies, from the Buyer or a third party holding the goods for the Buyer. The Buyer is required to cooperate fully with this removal.
4. If third parties wish to establish or exercise any rights over the goods delivered under retention of title, the Buyer is required to inform the Seller of the matter as quickly as may reasonably be expected.
5. The Buyer is obliged, within reasonable limits, to cooperate with all measures which the Seller desires to take for protection of the Seller's ownership rights regarding the delivered goods.
6. If the Buyer should enter bankruptcy proceedings or be placed under tutelage before the full invoice amount has been paid, the Seller's claim shall be considered the preferential debt, so that the Seller has all rights to goods still in possession of the Buyer.

ARTICLE 7: FORCE MAJEURE

1. In case of force majeure, delivery and other obligations of the Seller are suspended. The obligations resume at the point when the obligations may once again reasonably be fulfilled. Considered as force majeure are unforeseen circumstances regarding persons and/or material of whatever nature, of which the Seller avails itself or is in the habit of using to carry out the agreement, such that it becomes impossible or so inconvenient and/or disproportionately expensive to fulfil the Seller's obligations, that fulfillment of the agreement can no longer be reasonably expected.
2. If, when the force majeure arises, the Seller has already partly fulfilled its obligations or can only partly fulfil its obligations, the Seller has the right to invoice the part already delivered and/or the deliverable part separately, and the Buyer is required to pay this invoice as if it applied to a separate obligation.

ARTICLE 8: BUYER'S OBLIGATIONS

1. Upon delivery by the Seller (as described in Art. 3 Sect. 2), the Buyer must check the delivered goods in the presence of the driver. The Buyer must check whether the goods delivered correspond to the agreement in the following areas:
 - a) if the correct goods have been delivered;
 - b) if the goods delivered meet quality standards that may be set for normal use and/or trade purposes.
 - c) if the goods delivered correspond with what was agreed in regard to quantity (number, volume, weight). If the delivery falls short by less than 10% of the total, the Buyer shall be obliged to accept the delivery with a corresponding reduction in price.
2. If the delivery takes place from the loading location (as mentioned in Art. 3), the Buyer must check the goods immediately in accordance with Section 1 above.
3. If the goods are delivered to a third party which is to hold them for the Buyer, the Buyer is required to carry out or have carried out the inspection referred to in Section 1 on the day of delivery.
4. If the Buyer intends to lodge a complaint, he is obliged to inform the Seller of this as soon as possible after the discovery of the shortfall, or after he reasonably should have discovered the shortfall, but in any case within six hours after delivery. If the complaint is lodged with the Seller verbally, it must be confirmed immediately in written form (telex, fax, letter, E-mail, bailiff's notification, etc.).
5. The lot in question must remain present in its entirety and the Buyer must allow the Seller to inspect the goods.
6. The Buyer, as debtor, is obliged at all times to see that the goods are properly maintained.

ARTICLE 9: SELLER'S LIABILITY

1. The Seller is never liable for any damage or loss which might arise in the settlement of any obligation between Seller and Buyer.

ARTICLE 10: PACKAGING

1. Packaging delivered by and returned to the Seller, including pallets, crates and boxes for which a deposit is paid, are only accepted if returned in clean and impeccable state.
2. If packaging is to be returned via the Seller's vehicle, the packaging should be ready sorted for loading.
3. No return transport or reimbursement for rental or deposit will be provided for packaging which is not supplied by the Seller, unless specifically agreed otherwise.

ARTICLE 11: PAYMENT

1. Payment for goods delivered must take place within two weeks following the date on the invoice corresponding to the delivery, unless otherwise mutually agreed in writing.
2. Each payment on outstanding invoices shall be considered to apply to the oldest outstanding items.
3. Compensation, regardless of the claim the Buyer has or thinks to have on the Seller, is not permitted unless the Seller has given the Buyer a credit note or has been required by the court to pay a sum of money to the Buyer, so that exclusively in the case in question the amounts in question may be discounted as such.
4. If the Buyer fails to pay within the term referred to in Section 1 above, the Buyer is liable to pay interest of 1% per month, without prejudice to the rights of the Seller to legal compensation.

ARTICLE 12: DISSOLUTION AND BUYER'S LIABILITY

1. If the buyer fails to fulfil his obligations as described above, or fails to do so in time, the Seller has the right to suspend all further deliveries. The Buyer will be considered to be in breach. In such a situation, the Seller is entitled to dissolve the agreement without judicial intervention via a written statement, and the Buyer is liable for all loss suffered by the Seller, including but not limited to loss of turnover, loss, product damage, interest and expenses, transport costs, commission, legal and extrajudicial expenses, as well as all other costs directly or indirectly associated with the transaction.
2. All extrajudicial expenses incurred by the Seller in the event of failure by the Buyer to fulfil its obligations, or to fulfil them properly or on time, shall be passed on to the Buyer. The extrajudicial expenses incurred by the Seller shall come to 15% of the total sum owed by the Buyer to the Seller, up to a maximum value of € 4,000 for debt collection within The Netherlands and € 8,000 for debt collection outside The Netherlands, with a minimum of € 200 (proportional value to be paid in the currency agreed upon).

ARTICLE 13: INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Seller expressly retains all rights to intellectual and/or industrial property (brands) in connection with the products it supplies.

ARTICLE 14: APPLICABLE LAW

1. The laws of The Netherlands apply exclusively to all agreements, both purchase and other obligations, which may be concluded with the Seller.
2. The Dutch text of these General Terms is decisive. For transactions in other countries, the Uniform Sales Acts and the Vienna Sales Convention are expressly excluded from applicability.

ARTICLE 15: DISPUTES

1. All disputes arising from sales and/or commission agreements concluded with the Seller, including claims for payment of outstanding amounts, shall be decided by the competent judge in the city of the Seller's registered office to the exclusion of any other authority.
2. Parties may, in deviation from that which is stipulated in Section 1, agree exclusively in writing to allow the dispute to be decided by another authority.

ARTICLE 16: OTHER CONDITIONS

1. Purchase, delivery, and payment conditions of the Buyer are not binding on the Seller unless explicitly agreed otherwise in writing.
2. Any legally invalid portion of the above terms shall not influence the validity of the other conditions.

Done at Emmen on:

Signature of Director of Freeland B.V.
C.H.M. van den Bosch: