

GENERAL SALES CONDITIONS

SILAS EXPORT BV

ARTICLE 1. | DEFINITIONS

- 1.1 **SILAS EXPORT B.V.:** the user of these general purchase conditions, Silas Export B.V. seated in Amsterdam, the Netherlands and registered at the Dutch Chamber of Commerce with number: 60947500.
- 1.2 **Buyer:** the counterparty of Silas Export B.V. which acts in the context of this Agreement as buyer of the goods.
- 1.3 **Agreement:** any agreement between Silas Export B.V and Buyer in which Buyer commits himself to the purchase of goods.
- 1.4 **Written:** both traditional written communication as well as communication by e-mail.

ARTICLE 2. | GENERAL PROVISIONS

- 2.1 Unless expressly waived, these General Sales Conditions always apply to and form an integral and inseparable part of all Agreements concluded by Silas Export B.V.
- 2.2 It is undisputed between Silas Export B.V. and Buyer that once an Agreement has been subject to these General Sales Conditions, these General Sales Conditions will also apply to any other subsequent Agreement and any other subsequent offer between Silas Export B.V. and Buyer. These General Sales Conditions also apply towards any third party involved in the fulfillment of the Agreement.
- 2.3 The applicability of any general terms and conditions of the Buyer, by whatever name and in whatever way made known to Silas Export B.V., is hereby expressly rejected.
- 2.4 In the event of any discrepancy between the Dutch text of these General Sales Conditions and translations thereof, the Dutch text shall prevail.
- 2.5 If the Agreement derogates from the provisions of these General Sales Conditions, its other provisions and not deviated portion of the deviated provision remain fully applicable.
- 2.6 If any provision of these General Sales Conditions shall be wholly or partially void, the remaining provisions and the remaining portion of the partially void provision remain fully applicable.

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ARTICLE 3. | CONCLUSION OF THE AGREEMENT

3.1 All offers, price lists, quotations and information of Silas Export B.V. are without obligation. Silas Export B.V. still has the right to withdraw or amend its offer at the very day of the receipt of the acceptance.

3.2 An agreement with Silas Export B.V. shall not be finally established before it complies with the following conditions:

(1) a written offer by Silas Export B.V. is confirmed verbally or in writing by Buyer;

(2) and the required deposit has been received by Silas Export B.V. from Buyer in accordance with article 6.2.

3.3 Silas Export B.V. cannot be bound by a price which has been based on a typing or writing error.

ARTICLE 4. | DELIVERY

4.1 Delivery times are to be considered as indicative only, unless otherwise agreed in express terms. If, in the opinion of the Purchaser there is a late delivery, Silas Export B.V. - before being in default - shall first receive a notice of default from Buyer, in which Silas Export B.V. will be granted an in mutual consultation agreed reasonable extra period of time to deliver the sold goods.

4.2 Silas Export B.V. has the right to deliver the sold goods in parts.

4.3 If it is agreed that the sold amount will be delivered during a given period, Buyer shall demand the delivery of these goods as far as possible in regular, equal, or nearly equal amounts. Buyer shall for any such demand to deliver observe a period of at least 3 days. If Buyer fails to fulfill these obligations, Silas Export B.V. is entitled to terminate the Agreement without prior notice as far as it has not yet been carried out.

4.4 The Buyer shall take immediate receipt of the purchased goods at the time they are offered for delivery to him at the agreed place and time.

4.5 Products to be supplied by Silas Export B.V. are perishable. The shelf life is largely dependent on the method of preservation, which can not be affected by Silas Export B.V. after deliver. Therefore Buyer shall inspect the products immediately at the moment of delivery to determine whether they meet in his opinion the agreed requirements and quality.

4.6 All Agreements relating to the supply of goods are subject to normal availability at the usual suppliers of Silas Export B.V. If fewer products are available for delivery than objectively could have been expected at the time the Agreement was concluded, due to circumstances which cannot be attributed to

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Silas Export B.V., including the rejection of goods by authorized bodies, then Silas Export B.V. has the right to reduce the sold quantities proportionally.

4.7 If thereby quantities have been reduced, Silas Export B.V. will nevertheless fully comply to its delivery obligations. Silas Export B.V. will in that case therefore neither be obliged to supply substitute products nor be liable for any damage whatsoever.

4.8 Buyer can only complain about the quality and quantity of the goods during delivery of the goods, that is, prior to or during the loading of the goods onto the transportation made available by Buyer or, in case of carriage paid deliveries, prior to unloading the goods. In case of sale with delivery by ship or barge, Buyer can only complain about the quality and quantity of the goods prior to the time of loading of the goods in the first carrying vessel.

4.9 Buyer loses his right to reclamation as soon as the goods have been received by him, which is when his transportation has been loaded or in case of carriage paid deliveries when the goods are unloaded at the place designated by him. In case of sale with delivery by ship or barge Buyer will lose his right to reclamation after three working days from the date of delivery according to the agreed delivery conditions.

4.10 Whenever Buyer refuses to receive the goods supplied by Silas Export B.V. on the basis of alleged bad quality, he is then obliged to notify Silas Export B.V. accordingly without delay and in any case within 6 hours after his refusal by fax or by e-mail. If Silas Export B.V. rejects the complaint of the Buyer, the Buyer shall immediately, i.e. within 12 hours under penalty of forfeiture of rights, order independent survey by Veritas, SGS, or Cotecna and invite Silas Export B.V. for contra expertise. In such a case Silas Export B.V. will require the expert report prepared by VERITAS, SGS, or Cotecna to be received within 5 days after refusal along with a printout of the temperature recorders of the respective containers. An expert report prepared by a surveyor other than VERITAS, SGS, or Cotecna is not recognized and therefore rejected by Silas Export B.V.

4.11 A health and/or quality certificate (for example, a phytosanitary certificate) issued by the competent authorities in the country of shipment provided by Silas Export B.V. with the sale of food products is, subject to proof to the contrary by Buyer, decisive for whether or not the delivered products meet the agreed quality standards.

4.12 Silas Export B.V. is entitled to substitute rejected goods by other goods, but is not obliged to do so. In case Silas Export B.V. decides not to replace these rejected goods, the refused quantity may be deducted from the sold quantity by Silas Export B.V.

4.13 If Buyer refuses wrongly to receive the goods presented for delivery Silas Export B.V. is authorized, even in the case of a partial delivery, to terminate the Agreement as far as it has not yet been fulfilled without prior notice of default.

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4.14 If Silas Export B.V. terminates the Agreement or refuses further delivery due to one of the above reasons, Silas Export B.V. will notify Buyer by fax, by e-mail or by writing without the necessity of any further formalities.

4.15 The damage suffered and to be suffered from the non or partially delivered goods sold by Silas Export B.V. shall be fully reimbursed to Silas Export B.V. This compensation consists in any case out of the difference between the price agreed with the Buyer and the market price at the time of non-compliance by the Buyer.

4.16 Buyer who fails in his obligations, shall be liable for all damages suffered by Silas Export B.V. due to the mere fact of non or late receipt of goods.

ARTICLE 5. | RETENTION OF TITLE

5.1 The property of all goods delivered under this Agreement, remains with Silas Export B.V. until the purchase price with all additional charges and levies falling thereon is paid in full and Silas Export B.V. also on other grounds has no other remaining claims against Buyer.

5.2 If the goods supplied by Silas Export B.V. and / or their packaging no longer exist in their original form, or if they have been processed into other products, a pledge on these goods will be established upon first request by Silas Export B.V., which remains in force until all that Silas Export B.V. for whatever reason has to recover from Buyer, will have been paid in full.

5.3 In the event of late payment by Buyer, application or grant of suspension of payments to the Buyer or application to or pronouncing of bankruptcy of the Buyer, Silas Export B.V. is entitled to retake its goods and to enter the premises and buildings of the Buyer for that purpose.

ARTICLE 6. | PRICES AND PAYMENTS

6.1 All prices of Silas Export B.V. are in Euros excluding VAT, unless expressly agreed otherwise in writing.

6.2 Only the actual receipt of the full amount owed onto the bank account of Silas Export B.V., namely: NL 81 ABNA 0544 0013 89 at ABN Amro Bank in the Netherlands, or NL43INGB0006502514 at ING Bank is regarded as a valid payment which discharges Buyer from his payment obligation. Sending a SWIFT payment code provides no evidence of payment to Silas Export B.V.

6.3 Unless expressly otherwise agreed, the full amount owed by Buyer to Silas Export B.V. shall be received at least 1 week for delivery in accordance with Article 6.2.

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6.4 If another payment arrangement has been agreed than the scheme referred to in Article 6.3, invoices submitted by Silas Export B.V. shall always be paid within 14 days after date of invoice.

6.5 All payments by Buyer shall be received without deduction of costs by Silas Export B.V. in its bank account at maturity. Failure to pay within this period obliges Buyer to pay an interest rate to Silas Export B.V. without any notice of 1% per month starting from the due date. Each part of a month shall be considered a whole month.

6.6 If Buyer is in default against Silas Export B.V. in respect of its obligation to pay an existing debt-claim, the Buyer will be obliged to pay all extrajudicial costs with a minimum of EUR 50.00 to Silas Export B.V. These extrajudicial costs will be fixed, based on the following table:

- 15% over the first EUR 5,000.00;
- 10% on the excess up to EUR 10.000,00;
- 8% on the excess up to EUR 20,000.00;
- 5% on the excess up to EUR 60.000,00;
- 3% on the excess from EUR 60,000.00.

If the actual extrajudicial costs exceed those based on the above scheme, the actual costs are due.

6.7 Any payable to Silas Export B.V. must be paid by Buyer without any right on suspension or settlement.

6.8 Payments are always allocated first to the debt which cannot be secured by retention of title in favor of Silas Export B.V. as mentioned in Article 5. Subject to this rule all payments will first be allocated to offset all costs incurred, then to offset all interest and finally to clear invoices in order of their maturity (oldest first).

6.9 Regardless of what has been agreed between Silas Export B.V. and Buyer with respect to the payment terms, Silas Export B.V. is entitled to ask for sufficient security for payment of Buyer before delivery takes place. If such security for payment is not made within the reasonable deadline set by Silas Export B.V. or is not sufficient – such to the sole discretion of Silas Export B.V. - Silas Export B.V. is authorized by a written notification to to suspend the (further) fulfillment of its obligations under the Agreement. Silas Export B.V. is in no way liable for any damage that may result from this suspension towards Buyer.

6:10 Silas Export B.V. is entitled to terminate the Agreement, insofar as it has not yet been carried out, if Buyer fails to make the payment of the outstanding purchase price within 48 hours after this payment has been summoned by letter, fax or e-mail. In that case Silas Export B.V. has the right to claim compensation for the damage arising from such breach of contract.

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ARTICLE 7. | COMPLIANCE AND LIABILITY

7.1 Silas Export B.V. is not liable for any damage unless Buyer proves that the damage was caused by fault or negligence of Silas Export B.V. or her subordinates.

7.2 The liability of Silas Export B.V. shall in all cases be limited to the net invoice amount, i.e. the product price excluding transportation costs and taxes, solely belonging to the transaction in which the damage occurred. Silas Export B.V. is not liable for lost profits, consequential damages, non-material damages and / or indirect damages

7.3 Buyer indemnifies Silas Export B.V. against claims by third parties which relate to the Agreement between Silas Export B.V. and Buyer, unless Buyer can prove that these claims are the direct result of actions or omissions by Silas Export B.V. and have been committed with the intent to cause damage, or recklessly and with knowledge that such damage would probably result.

7.4 Government measures which affect import, transit or export of bought or sold goods or which are financially disadvantageous, shall entitle Silas Export B.V. to dissolve the Agreement insofar as it has not been carried out without the obligation for Silas Export B.V. to pay damages, or alternatively, shall entitle Silas Export B.V. to require Buyer to offset the financial disadvantage of these measures before Silas Export B.V. will proceed with the delivery.

ARTICLE 8. | FORCE MAJEURE

8.1 In case of force majeure, Silas Export B.V. is entitled to suspend the fulfillment of its agreements for the duration of the force majeure. If the duration or severity of the circumstances require so, at Silas Export B.V.'s sole discretion - Silas Export B.V. is entitled to terminate the Agreement, insofar as it has not been carried out, such without judicial intervention and without being obliged to pay damages. In any case, either party may terminate the Agreement without compensation if the force majeure lasts longer than one month or the prospect exists that the force majeure will last longer than one month. The invocation of force majeure and of the termination, shall be done by registered mail to the other party.

8.2 Regarded as force majeure shall be any particular circumstance, which makes the fulfillment of the obligation by Silas Export B.V. impossible or so difficult that its fulfillment can not reasonably be required from Silas Export B.V., such as war, mobilization, strikes, labor unrest, revolution, insurrection, riots, storms, ice, flooding, stagnation in the electricity or water supply, industrial fire, industrial stagnation caused by machinery failure or difficulties in energy supply, obstructions in traffic, partial or total crop failure, abnormal drought or continuous rain, diseases in crops, pests, failure of suppliers, etc.

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ARTICLE 9 | INTELLECTUAL PROPERTY

9.1 Silas Export B.V. explicitly reserves any intellectual and / or industrial property right and/or trademarks in connection with the goods sold, or delivered by Silas Export B.V.

ARTICLE 10 | CONFIDENTIALITY

10.1 Buyer is obliged to maintain strict confidentiality regarding any information he may obtain in connection with the Agreement or the execution thereof, including the nature, reason and result of the Agreement.

ARTICLE 11. | Final Provisions

11.1 Every Agreement shall be subject to Dutch law.

11.2 The applicability of the CISG is excluded.

11.3 The parties will not appeal to arbitration or the courts before they have done their best effort to resolve the dispute by mutual agreement.

11.4 If the parties in the light of the foregoing provision fail to settle their dispute between themselves amicably, then all disputes which may arise out of or in connection with the Agreement between Silas Export B.V. and Buyer, or the breach of it, the termination, or validity thereof, shall be settled in accordance with the UNCITRAL arbitration Rules as applicable on the date of the initiation of the arbitration proceedings. The arbitrator will be appointed by the Secretary General of the Permanent Court of Arbitration in The Hague. The international office of the Permanent Court of Arbitration in The Hague will act as secretary.

(a) The number of arbitrators shall be one.

(b) the place of arbitration shall be The Hague, Netherlands.

(c) the arbitration shall be conducted in the English language.

(d) the arbitration procedure is governed by Dutch law.

11.5 Notwithstanding the preceding article Silas Export B.V. is entitled to submit claims of amounts due and payable, of which the indebtedness has not been disputed in writing by Buyer within four weeks after the invoice date, to the competent public court in Buyer's place of establishment.

11.6 In the event Buyer is established in a country that is not party to the Convention on the recognition and enforcement of foreign arbitral awards, concluded in New York on 10 June 1958, Silas Export B.V. has the right to demand a trial in front of a competent public court in Silas Export B.V.'s place of establishment, notwithstanding the foregoing arbitration provision.

11.7 If arbitration or judicial proceedings are decided in favor of Silas Export B.V., all costs Silas Export B.V. has made in connection with those proceedings shall be borne by Buyer.

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