

GENERAL CONDITIONS OF SFI ROTTERDAM B.V.

Article 1 GENERAL

- 1.1 in these conditions SFI Rotterdam B.V. will hereinafter be referred to as SFI and SFI's other party as the other party;
- 1.2 all agreements with SFI and these general conditions shall be governed by Dutch law, incorporating the CISG (United Nations Convention on Contracts for the International Sale of Goods);
- 1.3 these conditions shall apply to all offers by and agreements between SFI and the other party, also including the representative of the other party, if his or her identity has not or not adequately been made known by the representative at the time when the agreement was concluded;
- 1.4 the conditions shall not only apply to contracts of sale but also to deliveries made for other reasons by SFI to the other party or to the party which has been designated by SFI or its representative;
- 1.5 if any stipulation or part thereof from these conditions is contrary to or incompatible with any provision in an agreement – not being general conditions – that exists between the parties, this stipulation or part thereof shall be left out of consideration but the other stipulations or the remaining part of the relevant stipulation from these conditions shall remain in force;
- 1.6 SFI shall be entitled to modify these general conditions from time to time. The amended conditions shall come into force as soon as the other party has had a reasonable opportunity to acquaint itself with them;
- 1.7 subject to the provisions below under 1.8, these conditions shall be the only ones applicable between the parties, to the exclusion of all other conditions, such as the (general) conditions of SFI's other party, also including stipulations that relate to the right of transfer of title or the provision of a pledge on goods delivered by or on behalf of SFI and those conditions are hereby explicitly excluded. The modifications made by the other party in SFI's offer, whether or not at the time of acceptance of SFI's offer and/or its conditions, shall not apply either. The matters provided or intended in section 6:225(3) of the Civil Code and article 19 of the CISG cannot be invoked to the detriment of SFI's offer and/or SFI's conditions. In so far as necessary SFI already objects now to any alteration or difference in its conditions or alteration of its offer when the offer made by SFI is accepted by the other party;
- 1.8 Apart from these General Conditions the COFREUROP conditions, as in force since 5 December 2008, shall apply. The COFREUROP conditions shall be subordinate to these conditions of SFI and in the event that SFI's General Conditions are contrary to, incompatible with or inapplicable to the COFREUROP conditions, the provisions of these General Conditions shall prevail over the provisions of the COFREUROP conditions that are

contrary to or incompatible with or inapplicable to them. The COFREUROP conditions are available on <http://www.interfel.com/fr/le-cofreurop>;

Article 2 OFFERS

- 2.1 all offers made by SFI shall be without engagement and may always be revoked by it before acceptance;
- 2.2 the agreement shall be concluded by means of SFI's explicit confirmation. SFI may use any means for the purpose, including the sending of e-mail. The time of dispatch by SFI shall be decisive and binding;
- 2.3 the statements made by SFI, including the types of packaging, images shown and the like shall not be binding;
- 2.4 any amendment of the agreement may only be agreed explicitly and in writing between the parties;

ARTICLE 3 PRICES, COSTS, LEVIES, RATES and the like

- 3.1 all prices mentioned shall be exclusive of VAT, ex warehouse/cold store and shall be based on the rates applicable at the time of conclusion of the agreement, including import duties, storage charges, removal charges etc. Changes in these costs and rates may be passed on by SFI in the price;
- 3.2 in addition sales in transit shall be possible. This shall then be agreed explicitly between the parties and stated in SFI's confirmation of sale;

ARTICLE 4 DELIVERY

- 4.1 unless something else has been agreed, delivery shall be made in the location stated in the acknowledgement of order;
- 4.2 the other party shall be obliged to (have others) collect the goods bought by it within 48 hours after the date of sale. This is a performance guarantee;
- 4.3 if the other party does not take receipt of the goods within this period, SFI shall be entitled to store, sell or destroy them at the expense and risk of the other party. The corresponding costs, payable duties etc. shall be for account of the other party and it shall continue to owe the purchase price in full;
- 4.4 SFI shall not be liable for a delay in delivery if in that connection a reasonable period, depending on the nature of the goods, is not exceeded. The other party shall then not be entitled either to suspension of its obligations, dissolution of the agreement, reduction of the purchase price or any compensation, both direct and indirect;

- 4.5 if the absence of delivery or a delay in delivery is caused by force majeure, which must be understood to be natural obstacles, such as strikes, delayed ship arrivals, weather conditions, floods etc., but also scarcity, lack of sufficient goods as a result of failed harvests or reduced yields, the situation that SFI has not been provided with the goods to be delivered or not in time by its supplier, carrier or other third party for which it is or is not responsible, or that delivery is prevented or hampered by any of them either directly or indirectly, SFI shall be released from its obligation of delivery without incurring any liability or being held to payment of compensation. The other party shall indemnify SFI for claims of third parties as a result of force majeure;
- 4.6 if delivery is possible, but only on other conditions, SFI shall not be obliged to make that delivery until the parties have reached agreement on the subject;

Article 5 THE GOODS AND COMPLAINTS

- 5.1 the goods delivered shall be deemed to comply with the agreed or intended quality, temperatures, in which connection the customary margins shall apply, and condition, even in the case of minor deviations in size, weight, quality, colour, temperature and condition;
- 5.2 irrespective of the category stamp on the packaging, the only guarantee shall be that the goods meet the requirements of category II;
- 5.3 the other party must immediately check and test the goods at the time of receipt for contents, quantities, dimensions, weights, temperature and quality. In that connection it must assess whether the goods delivered meet the quality requirements or, if they are absent, the requirements that may be imposed for normal use and/or commercial purposes;
- 5.4 it cannot rely on the goods being in closed packaging or on the existence of a defect that was not discernible externally. The other party must ascertain the contents of the packing and check and test the goods for their whole condition, so also internally, in which connection account must be taken of the nature of the good. Any defect that cannot be detected shall be at the risk of other party. The other party must immediately communicate any defects to SFI, in the absence of which it will not be able to rely on any shortcoming anymore and it shall have no right of complain anymore. Any evidence that is advanced by it later shall be without effect and of no value;
- 5.5 even if other party should be entitled, for any reason whatsoever, to rely on a shortcoming later, the other party must still communicate the defects to SFI in writing and properly documented – surveyor's report – at any rate within 24 hours after delivery, in which connection the other provisions of the preceding paragraph shall also apply;
- 5.6 if the other party does not wish to accept the goods because of any defect, it shall have to invite SFI immediately in order to enable the parties to reach a reasonable solution. If the other party fails to send SFI this invitation, this shall have the result that the goods will be deemed to have been accepted as yet by the other party as healthy and adequate;

- 5.7 if the shortcoming is less than 10% of the total, the other party shall be obliged to accept the goods delivered in full at a proportional reduction of the price;

ARTICLE 6 RETENTION OF TITLE

- 6.1 the goods delivered shall remain SFI's property until the other party has fulfilled all obligations in respect of it for any reason whatsoever;
- 6.2 an extended and extensive retention of title shall apply to all the goods delivered. The ownership shall be retained by SFI as security for all claims that are due to SFI on the strength of the present and future trade relationship with the other party until the full payment of all debts. The proprietary consequences of the extended and extensive retention of title shall be governed by the law of the country where the goods are at the time;
- 6.3 the goods falling under the retention of title may only be resold within the framework of the normal conduct of business of the other party and the other party shall not be entitled to pledge the goods;
- 6.4 if the other party does not fulfil one or more obligations under the above paragraphs, SFI shall be entitled to take possession of the goods delivered, irrespective of where the goods are. The other party shall be obliged to render all co-operation for the purpose and to give instructions for the purpose to any third parties in whose possession the goods are;

Article 7 PAYMENT, TERMS OF PAYMENT AND SUSPENSION/DISSOLUTION

- 7.1 the invoices shall be deemed to be correct if no protest has been lodged against their contents within 5 days after the invoice date and must be paid without any discount within the period stated in the invoice. If this period is absent from the invoice, payment must have been made within 14 days after the agreed period of delivery. The bank charges or other costs of payment transactions shall be for account of the other party. The other party shall not be entitled for any reason whatsoever to suspend payment or to set it off with any claim. Protest shall only be possible if the statements of the nature of the goods, the quantities and the amounts deviate from what has been agreed between the parties. The burden of proof shall lie with SFI's other party;
- 7.2 after expiry of the period of payment the other party shall be in default by operation of the law without notice of default being required. The other party shall then owe an interest of 1% a month on the outstanding principal amount. In addition extrajudicial collection charges shall be payable. They shall amount to 15% of the outstanding amount and shall also be calculated on the default interest. Any payment by the other party shall

be made in the first place to pay the interest, subsequently the collection charges and subsequently the oldest invoice, even if the other party should state something else with the payment;

- 7.3 if the other party does not fulfil one of its obligations, however small, or not in time, it shall be in default by operation of the law and SFI shall be entitled to suspend or cancel any further delivery. In this case SFI shall be entitled to dissolve the agreement without judicial interposition and the other party shall be liable for all loss suffered by SFI, including the loss of profit;
- 7.4 SFI shall always be entitled to desire from the other party an advance payment or sufficient security to pay everything that the other party owes or will owe SFI. This security must be provided by the other party immediately, failing which SFI's obligation of delivery shall be suspended or the agreement must be considered dissolved, this at SFI's discretion. The obligations resting on the other party, including the payment of the purchase price, shall remain fully in force. SFI shall not be liable for any harmful consequences of this suspension or dissolution;
- 7.5 In the event of liquidation, bankruptcy or suspension of payments of the other party all obligations of the other party shall be claimable immediately;

Article 8 LIABILITY

- 8.1 SFI, its management board, personnel, shareholders and third parties engaged by it shall not be liable in respect of the other party and its employees or third parties engaged by it for direct or indirect damage of any nature caused to the other party, its employees or third parties engaged by it, including damage as a result of recall and through any cause whatsoever;
- 8.2 if nevertheless liability should rest on SFI and the other parties mentioned in the preceding paragraph, it shall be limited to the amount of the invoice and maximized to the amount that the liability insurer of SFI pays out under a policy to that effect;
- 8.3 the other party shall indemnify SFI and the other parties mentioned in paragraph 1 for all claims of third parties that follow from or are related in any way to the sale or delivery of the goods that have been delivered by SFI to the other party or a party designated by it, whether or not under a contract of sale or contract of delivery, including claims on the strength of (an infringement of) intellectual property rights, such as breeders' rights, and liability that follows from any defect in any good delivered;
- 8.4 SFI shall not be liable for damage, including trading loss and/or consequential loss on the part of the other party and/or third parties as a result of the goods not being available or not being available in time and the other party shall indemnify SFI against the claims of third parties on the subject;

ARTICLE 9 DISPUTES

- 9.1 with regard to disputes between the parties that follow from or are related to an agreement concluded between them, the competent court of Rotterdam shall have jurisdiction, this subject to SFI's right to apply to the court of the place of domicile of the other party.
- 9.2 These general conditions have been drawn up in Dutch and translated into English. In the event of differences between the Dutch text and its English translation the Dutch text shall be decisive.

ARTICLE 10 FILING

10. these general conditions have been filed with the Chamber of Commerce of Rotterdam under number: 24132245.