

## GENERAL TERMS AND CONDITION OF PURCHASE

### Article 1 - General

1.

In these General Terms and Conditions of Purchase, 'AgriPartners' means AgriPartners v.o.f.

2.

'Seller' means the natural person or legal entity that concludes a contract with AgriPartners.

3.

'Incoterms 2000' mean the Incoterms 2000 drawn up by the International Chamber of Commerce in Paris.

4.

These General Terms and Conditions of Purchase shall apply to and be part of all contracts for the sale of goods, proprietary rights and services by the Seller to AgriPartners.

5.

The interpretation of what the parties agree shall take place with due observance of the customs between companies that trade in dried vegetables, herbs, spices, (food) ingredients and related articles.

6.

These General Terms and Conditions of Purchase are drafted in the English language. In the event of a dispute over the contents or purport of translations of these General Terms and Conditions of Purchase, the English text shall be binding, and the interpretation of the text and terms shall be based as far as possible on what is customary in international trade.

### Article 2 ñ Prices

All prices are in euro or another internationally negotiable currency and are based on the agreed Incoterms 2000 delivery term.

### Article 3 ñ Contract

1.

A contract shall be concluded by the oral or written confirmation thereof by AgriPartners.

2.

AgriPartners shall be entitled to dissolve a contract by way of an extrajudicial statement, without being liable to the Seller for any damages, if the Seller is declared to be in a state of insolvency or is granted a suspension of payment, is placed in receivership or a garnishment order is issued against AgriPartners at the Seller's expense.

3.

AgriPartners shall also be entitled to dissolve the contract by way of an extrajudicial statement, without being liable to the Seller for any damages, if a circumstance of unforeseeability or force majeure should occur.

4.

In the context of this article, force majeure means: any circumstance which AgriPartners could not reasonably have foreseen, on which AgriPartners has no influence, or at least which is reasonably beyond AgriPartners's control. In any case, force majeure shall include war,

threat of war, civil war, riots, flooding, water damage, fire, transport difficulties, unforeseen technical complications, interruptions of business operations, strikes at AgriPartners or the suppliers and third parties it has engaged, blockades, import and export bans, whether or not imposed by health authorities, total or partial seizure or revendication of stocks from AgriPartners by civil or military authorities, lack of transport capacity, machinery breakdowns, destruction and other forms of stagnation in the companies of AgriPartners.

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#### Article 4 ñ Delivery

1.

The delivery periods quoted by the Seller shall be binding. Without written permission from AgriPartners, the Seller shall not be allowed to deliver before the agreed time. In the event of late delivery, AgriPartners shall be entitled to claim delay damages. The damages shall in any case be deemed to amount to one per cent per calendar week of the value of the goods delivered late, whereby each part of a calendar week shall count as a whole week, all this without prejudice to AgriPartners's right to claim full damages.

2.

Delivery shall be made in conformity with the agreed Incoterms 2000 delivery term. Until delivery has been made, the goods shall remain at the expense and risk of the Seller, whether or not AgriPartners has provided for transport. The Seller shall provide for the insuring of the goods during transport and storage until the time of delivery to AgriPartners.

3.

On delivery, the Seller shall submit the necessary documents and certificates of the authorities, which include customs and health and inspection authorities, showing that the goods can be traded or processed for human consumption within the European Union without any obstacle and without AgriPartners having to fulfil further government formalities.

4.

The Seller shall also ensure that, also in conformity with the statutory requirements, delivered goods are carefully and soundly packed, provided with a 'best before' date, provided with all marks required by law, are free of foreign objects, contamination and substances which are hazardous to health, and meet the legally prescribed temperature requirements.

5.

The Seller shall ensure that the purchased goods are stored and transported under at least the temperatures and conditions prescribed by law, and that the refrigeration chains are not unnecessarily interrupted. The Seller shall regularly check and register the temperature of the cold store or freezing store and the course of the temperature during transport to AgriPartners. The Seller shall provide AgriPartners with a copy of all registrations made immediately upon request.

6.

The Seller shall use a HACCP and/or GMP system or an applicable hygiene code for all delivered goods which is geared to the work activities, the volume and the nature of the Seller's goods. The Seller shall comply with

the laws and regulations prevailing at the office of AgriPartners with regard to all aspects of preparation, handling, storage or distribution of goods, materials or equipment that comes in contact with the delivered goods and, if necessary, demonstrate this immediately upon request by AgriPartners.

7.

If the Seller should fail to perform the obligations following from this article, it shall compensate the loss suffered by AgriPartners.

#### Article 5 ñ Payment

1.

AgriPartners shall see to it that payment is made after expiry of the period agreed by the parties. The bank charges connected with (international) payment shall be payable by the Seller.

2.

AgriPartners shall be entitled to set off its claims against the Seller against payments owed to the Seller. AgriPartners shall be entitled to suspend payment until the Seller has fulfilled all its obligations vis-à-vis AgriPartners.

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3.

Under no circumstances shall AgriPartners be in default until it has first been put in default in writing by the Seller, whereby it is given a period of at least thirty days in which it can still comply. At AgriPartners's request, this thirty-day period shall be extended once by the same number of days if it has notified the Seller that it needs that time to still be able to comply.

4.

If AgriPartners is in default, it will only be required to pay statutory interest on the invoice amount, exclusive of transport costs, VAT and other government levies of whatever nature, and exclusive of any extrajudicial collection costs.

5.

Should the Seller have several claims against AgriPartners, the latter shall be entitled to determine the claim from which a payment is to be deducted.

6.

AgriPartners's office in Bunschoten shall apply as the place of all payments on the basis of or arising from contracts, of whatever nature.

#### Article 6 ñ Complaints

1.

AgriPartners shall have the opportunity to inspect the goods for thirty days after the goods have been unloaded. If AgriPartners is of the opinion that the Seller has failed to comply with its delivery obligation, the latter shall provide for inspection together with AgriPartners.

2.

If it should also come to light after the period referred to in the first paragraph of this article has expired, and for the first time after processing or treatment of the goods or delivery to customers of AgriPartners, that the Seller has failed to perform its obligations, AgriPartners shall be entitled to claim damages from the Seller on this basis.

3.

AgriPartners shall always be entitled to return goods delivered by the Seller in the event of a failure to comply with the delivery obligation by which the Seller is bound, after which the Seller shall refund amounts already paid by AgriPartners or to provide a credit note for the relevant unpaid goods.

4.

After complaining, AgriPartners shall be entitled to have the goods in question replaced at the Seller's expense, or the Seller shall be required to compensate AgriPartners for the relevant part of the delivery.

5.

The measurements and weighings, as stated on the invoices or tonnage or weighing certificates submitted by the Seller, must be correct, and for each deviation therefrom to AgriPartners's disadvantage, the payment due shall be reduced accordingly.

#### Article 7 ñ Circumstances beyond the Seller's control / force majeure

1.

The Seller may rely on force majeure only if it proves that the event causing the force majeure took place beyond its control, that it could not foresee the event at the time the contract between the parties was concluded and that it has made every effort to comply with its obligation in an alternative manner.

2.

Under no circumstances shall force majeure mean anything other than war, popular uprising and natural disasters. Strikes at the Seller's business or at its suppliers, as well as late delivery by its suppliers, shall not constitute force majeure.

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#### Article 8 ñ Liability

1.

The Seller shall be liable for all losses, of whatever nature and without any limitation, suffered by AgriPartners as a result of the contract concluded between the parties. The Seller shall insure its liability for such amounts as is customary in the European food industry.

2.

The Seller shall indemnify AgriPartners for all claims of third parties due to defects in the goods delivered by it or through its intervention. The Seller also guarantees that the goods delivered do not infringe on the (intellectual) property rights of third parties. Immediately upon request by

AgriPartners, the Seller shall institute possible court or arbitration proceedings for such purpose as a plaintiff. The Seller shall also indemnify AgriPartners for all costs involved in such court or arbitration proceedings, including the total costs of legal assistance and extrajudicial costs.

Article 9 ñ Applicable law

The formation and performance of the contract shall be governed by the laws of the Netherlands.

Article 10 ñ Dispute resolution

1.

All rights of action of AgriPartners, its employees, executive directors and supervisory directors, third parties engaged by it, including heirs and legal successors, shall prescribe only when five calendar years have passed since the occurrence of the event giving cause for the claim.

2.

All disputes which might arise on the basis of the contract in question, or further contracts which might result therefrom, shall be resolved in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute.

3.

The Arbitration Tribunal shall be composed of three arbitrators. The place of arbitration shall be in Amsterdam. The proceedings shall be conducted in English. The Arbitration Tribunal shall decide as good arbitrators in all fairness. Joinder of the arbitration proceeding with another arbitration proceeding as provided in Section 1046 of the Code of Civil Procedure (Wetboek of Burgerlijke Rechtsvordering), is excluded. Arbitral appeal from the arbitral award shall not be possible.

4.

In departure from paragraph 1, AgriPartners shall have the right to put disputes before the competent court in Amsterdam. AgriPartners shall also have the right to put disputes before another court in or outside the Netherlands, which has jurisdiction on the basis of the applicable rules of jurisdiction.

5.

If it should be established that any provision of these General Terms and Conditions of Purchase is void or voidable, and the provision is voided, such provision shall be replaced as far as possible by a provision of the same nature and purport. The voidness or avoidance of one of the provisions shall

leave the other agreements between the parties intact.