

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - General

1.

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

2.

'Purchaser' means the natural person who or legal entity which 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 Sale shall apply to and be part of all contracts for the sale of goods, proprietary rights and services by AgriPartners to the Purchaser.

5.

The interpretation of what the parties agree shall take place with due observance of the customs between companies which trade in dried sub-tropical fruits, spices, (food) ingredients and related articles.

6.

These General Terms and Conditions of Sale are drafted in the Dutch language. In the event of a dispute over the contents or purport of translations of these General Terms and Conditions of Sale, the Dutch 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 Offers

1.

Offers by AgriPartners shall be free of obligation and shall lapse in any case after two working days have passed.

2.

The illustration, catalogues, drawings and statements provided by or on behalf of AgriPartners in relation to quality, composition, weight, dimensions, handling in the broadest sense, application possibilities and properties of the goods serve only to give a general impression and shall not be binding on AgriPartners.

Article 3 ñ Prices

1.

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

2.

In case of an increase in one or more elements which are part of the offered selling price, AgriPartners shall have the right to pass them on to the Purchaser.

Article 4 ñ Contract

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

Article 5 ñ Delivery

1.

The delivery periods quoted by AgriPartners are indicative. AgriPartners shall not be liable for loss due to the exceeding of delivery periods, nor shall this under any circumstances give the Purchaser the right to dissolve the contract.

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2.

AgriPartners shall make delivery in accordance with the agreed Incoterms 2000 delivery term. The Purchaser shall see to it that the delivered goods are inspected immediately, whether or not by engaging the carrier or another person to whom the Purchaser must give the relevant necessary instructions.

Article 6 ñ Suspension and dissolution of the contract

As soon as the Purchaser is in default, in a state of insolvency or suspension of payment, or a decision is taken that it will be liquidated, AgriPartners shall be entitled to suspend the performance of all obligations vis-à-vis the Purchaser and, if desired, to dissolve the contract by an extrajudicial statement, without being liable for any damages in that regard.

Article 7 ñ Payment

1.

The Purchaser shall assure prompt payment in accordance with the agreed payment terms, without deduction or setoff. The Purchaser shall not be entitled to suspend payment for any reason whatsoever.

2.

If the Purchaser fails to assure prompt payment, it shall be in default by operation of law, without further notice of default being required.

3.

For each request for payment or oral or written warning, the invoice amount due shall be increased by twenty-five euro, exclusive of the VAT to be charged on that amount.

4.

As soon as the purchaser is in default, AgriPartners shall have the right, without further notice, to take measures for extrajudicial collection. The Purchaser shall reimburse all costs involved in this. The extrajudicial collection costs shall in any case be deemed to amount to 15% of the sum to be collected, with a minimum of _ 250, exclusive of the VAT to be charged on that amount. The Purchaser shall owe the reimbursement for extrajudicial collection charges from the day that his is in default.

5.

As soon as the Purchaser is in default, it shall pay AgriPartners contractual interest of one per cent per calendar month. The contractual interest due shall be charged on the total invoice amount, including VAT, including the increase(s) pursuant to paragraph 3 of this article, plus the extrajudicial collection costs due as referred to in paragraph 4 of this article. The contractual interest shall be charged from the date that the Purchaser is in default until the date of payment in full, whereby part of a calendar month shall count as a full month. Each time after the end of a calendar year, the amount on which the contractual interest is charged shall be increased by the contractual interest

due for that calendar year.

6.

All payments by the Purchaser, regardless of any statements by the latter, shall first be deducted from the extrajudicial collection costs due at such time, then from the contractual interest due at such time, and finally from the oldest invoice amount due at such time.

7.

As soon as the Purchaser is in a state of insolvency or suspension of payment, or a resolution is passed for its liquidation, all claims of AgriPartners shall be immediately due and payable.

8.

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

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Article 8 ñ Complaints

1.

The Purchaser shall inspect delivered goods and packing materials upon receipt, if necessary by carrying out relevant (laboratory) tests. If the Purchaser is of the opinion that AgriPartners or its supplier(s) have failed to comply with their delivery obligation, it must notify AgriPartners of this in writing, stating the reasons, within 72 hours of taking delivery. The Purchaser must send AgriPartners evidence of such failure.

2.

After expiry of the period referred to in the preceding paragraph, it shall be established between the parties that AgriPartners has complied with its delivery obligation. From that time, the provision by the Purchaser of evidence to the contrary shall be excluded.

3.

Irrespective of the preceding paragraphs of this article, it shall be established between the parties that AgriPartners has complied with its delivery obligation if the Purchaser has used the goods, treated or processed them, or delivered them on to a third party.

4.

Under no circumstances shall the Purchaser be entitled to return the goods delivered by AgriPartners, otherwise than after written permission from AgriPartners, and subject to compliance with the further conditions set by AgriPartners.

5.

If AgriPartners considers any complaint as well-founded, it shall be entitled, at its discretion, to replace the goods or credit the Purchaser for the relevant part of the delivery.

6.

The measurements and weighings, as stated on invoices or tonnage or weighing certificates submitted by AgriPartners, shall be deemed as correct, unless the Purchaser demonstrates a deviation by more than 2%, in which case the payment due shall be adjusted accordingly.

Article 9 ñ Circumstances beyond AgriPartners's control / force majeure

1.

In case of force majeure, AgriPartners shall have the right, without judicial intervention, to suspend performance of the contract wholly or in part until the circumstance constituting the force majeure no longer

exists, or to dissolve the contract wholly or in part by means of an extrajudicial statement.

Under no circumstances shall AgriPartners be liable to the purchaser for any damages.

2.

Force majeure shall mean: any circumstance which AgriPartners could not reasonably have foreseen, on which AgriPartners has no influence or at least which is reasonably beyond AgriPartners' control. Force majeure shall in any case include war, threat of war, civil war, riots, flooding, water damage, fire, transport difficulties, unforeseen technical complications, operational failures, strikes at AgriPartners or at suppliers and third parties engaged by AgriPartners, blockades, import and export bans, whether or not imposed by health authorities, total or partial seizure or revindication of stocks at AgriPartners or at its suppliers by civil or military authorities, lack of transport capacity, failure to deliver or late delivery by suppliers of AgriPartners, machinery breakdowns, destruction and other stagnation at the companies or suppliers of AgriPartners, as well as a scarcity, whether or not resulting from increases in the prices of goods or government measures, through which delivery is wholly or temporarily impossible or hindered.

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Article 10 ñ Liability

1.

Any liability of AgriPartners for losses of any nature, direct or indirect, including trading loss and consequential loss, shall be excluded. This exclusion of liability for losses may also be relied upon by (former) personnel, executive directors and supervisory directors of AgriPartners, by third parties engaged by it, including heirs and legal successors.

2.

If it should be established at law that, notwithstanding the preceding paragraph, AgriPartners is nevertheless liable for losses, the liability shall be limited to the payment made in the actual case by the insurer of the liability on the basis of a (business) liability insurance policy taken out with the latter.

3.

If it should be established at law that, notwithstanding the first paragraph of this article, AgriPartners is nevertheless liable for loss, and in the actual case no payment follows on the basis of a (business) liability insurance policy, the liability shall be limited to the invoice amount, with due observance of any discounts and reductions given, and exclusive of the transport costs and VAT involved in (the relevant part of) the delivery.

Article 11 ñ Retention of title

1.

The title to the goods delivered by AgriPartners shall not pass to the Purchaser until the latter has complied with all its obligations vis-à-

vis AgriPartners, including the payment of invoices, contractual interest and extrajudicial collection costs.

2.

The goods delivered by AgriPartners may be resold or processed by the Purchaser in the context of its normal business operations, but may not be pledged to a third party, nor otherwise used as security for a claim of a third party without written permission for this from AgriPartners.

3.

If the law of the country of destination of the goods delivered by AgriPartners has farther-reaching possibilities to retain title than those laid down in paragraph 2 of this article, these farther-reaching possibilities shall be deemed by the parties to have been stipulated for AgriPartners, on the understanding that if it cannot be determined objectively to which farther-reaching rules this provision relates, the provisions of paragraph 2 above shall continue to apply.

4.

Immediately upon request by AgriPartners, the Purchaser shall create a (non-possessory) right of pledge in all goods in which the goods delivered by AgriPartners have been processed, or of which they are part.

Article 12 ñ Applicable law

The conclusion and performance of the Contract shall be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is explicitly excluded.

Article 13 ñ Dispute resolution

1.

All rights of action against AgriPartners, its employees, executive directors and supervisory directors, third parties engaged by it, including heirs and legal successors, shall prescribe through the passage of one calendar year from the occurrence of the event giving cause for the action.

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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 Dutch, unless the parties agree to conduct the proceedings in a different language. The Arbitration Tribunal shall decide as good men 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 is not possible.

4.

In departure from paragraph 1, AgriPartners shall have the right to bring disputes before the competent court in Amsterdam. AgriPartners shall also have the right to bring 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 voidance of one of the provisions shall leave the other agreements between the parties intact.