

GENERAL TERMS AND CONDITIONS OF DELIVERY OF SIMONS VLEESWAREN B.V.

Article 1: Definitions

Simons:	The private limited company Simons Vleeswaren B.V., listed in the Trade Register of the Chamber of Commerce under number 12064927;
Customer:	the legal entity that comes into contact with Simons in connection with an Agreement that may be concluded or that has concluded an Agreement with Simons;
Offer:	offer by Simons for the sale and delivery of Goods;
Goods:	goods sold and/or delivered by Simons to the Customer;
Order:	order placed by the Customer for the sale and delivery of Goods by Simons to the Customer;
Agreement:	agreement concluded between Simons and the Customer with respect to the sale and delivery of Goods by Simons to the Customer;
Parties:	Simons and the Customer jointly;
Conditions:	these general terms and conditions of delivery.

Article 2: General

- 2.1 The Conditions apply to all legal relationships in which Simons acts as (potential) seller of Goods, including all Offers, Orders and Agreements, unless the Parties have explicitly deviated from the applicability of the Conditions in writing.
- 2.2 If the Agreement contains provisions that deviate from the Conditions, the provisions of the Agreement shall prevail.
- 2.3 In the event of any conflict between or lack of clarity regarding translations of the text of these Conditions, the text of the Conditions drawn up in the Dutch language shall always prevail.
- 2.4 If any provision of these Conditions is null and void or is annulled or cannot be invoked by the Parties on other grounds, Simons shall be entitled to replace that provision with a valid and enforceable provision, the contents of which shall correspond wherever possible with the purpose and the purport of the original provision. In that case, the remaining provisions shall remain unaffected.

Article 3: Offers and conclusion of Agreements

- 3.1 Unless otherwise stated in writing, all offers made by Simons, in whatever form, shall be without obligation. They are not binding on Simons and are merely considered an invitation to the Customer to place an Order. All catalogues, brochures, price lists and suchlike published or used by Simons, if any, shall also be without obligation.
- 3.2 If an Offer states a period of validity, the Offer can only be accepted by the Customer by placing an Order within the specified period.
- 3.3 The Agreement shall only be concluded once Simons has confirmed the placed Order(s) in writing or electronically or has started to execute the Order(s). In the event of any conflict between the text of the Order and that of the order confirmation, the provisions of the order confirmation shall prevail.
- 3.4 Simons shall be entitled to refuse Orders or to attach certain conditions to the delivery. The fact that Simons has regularly sold and delivered Goods to the Customer shall not result in Simons being obliged to accept new Orders. If and insofar as a continuing performance agreement arises between Simons and the Customer, Simons shall be entitled to terminate this agreement at all times, without any reason or ground being required, with due observance of a notice period of 1 (one) month.
- 3.5 Any additional agreements or changes made at a later date, as well as (verbal) agreements and/or promises made by staff of Simons or on behalf of Simons by sellers, agents, representatives or

other intermediaries, shall only bind Simons if these have been confirmed in writing by the authorised persons working at Simons.

Article 4: Prices

- 4.1 Unless otherwise agreed in writing, all prices quoted by or agreed with Simons shall be expressed in euros, exclusive of VAT, other government levies, costs of transport, packaging, insurance, and suchlike.
- 4.2 Price lists used by Simons are only indicative. The Customer may not derive any rights therefrom.
- 4.3 The prices of the Goods are the prices as stated in the Offer or the order confirmation, unless special circumstances occurring after the conclusion of the Agreement result in a change in the prices.
- 4.4 Simons shall be entitled to increase the agreed prices if, after the conclusion of the Agreement, circumstances arise that result in an increase in the prices. Such circumstances shall include, but are not limited to: increase of freight rates, import and export duties or other levies and/or other taxes at home and abroad, costs resulting from the introduction of new rates, duties, levies or taxes, changes in wages, salaries and social insurance contributions, changes in exchange rates, increase in the prices of raw materials and consumables (including ingredients) and/or the other prices charged to Simons by third parties. Simons shall inform the Customer in good time of any change in the agreed prices.
- 4.5 A change in the prices shall never entitle the Customer to dissolve the Agreement.

Article 5: Invoicing and Payment

- 5.1 Unless otherwise agreed in writing, Simons shall invoice no later than 1 (one) day after the Goods will be ready for delivery.
- 5.2 Unless otherwise agreed in writing, the Customer must pay in euros into the bank account designated by Simons:
 - within 30 (thirty) days of the invoice date, if the Customer is established within the European Economic Area; or
 - according to the instructions from Simons, partly in advance (in which case Simons shall also invoice the Customer earlier) and immediately upon receipt of Simons' order confirmation, and the remainder before the Goods are ready for delivery.
- 5.3 Irrespective of the agreed payment conditions and the provisions of article 5.1, Simons shall always be entitled - even after it has already performed the Agreement in full or in part - to demand full or partial advance payment or - due to the use of a credit limit - first payment of older, outstanding invoices related to earlier orders or deliveries, from the Customer. In addition, the Customer is obliged to furnish Simons, at Simons' first request, with, in its opinion, sufficient security for payment for the fulfilment of its (further) payment obligations. If the Customer fails to comply with this within the period set by Simons, it shall immediately be in default. As long as the advance payment claimed has not been made, the credit limit is exceeded by the Customer and/or the Customer does not (fully) meet Simons' requirement to pay older, payable invoices or the security required has not been furnished, Simons shall not be obliged to (further) perform the Agreement.
- 5.4 If the Customer fails to pay one or more invoices on time, the Customer shall be in default by operation of law pursuant to Book 6, article 83 sub a of the Dutch Civil Code. Therefore, Simons shall not be required to give the Customer notice of default. In that case Simons shall have the right to suspend its obligations under the Agreement or to dissolve the Agreement in whole or in part. In addition, Simons shall be entitled to refuse future Orders of the Customer and to cancel or dissolve Orders already placed and Agreements already concluded. Simons shall also be entitled, without further notice or notice of default being required, to charge interest of 1% per month on the amount due and payable over the period in which the Customer is in default. If the

applicable statutory interest is higher than this percentage, the statutory interest shall apply. Furthermore, part of a month shall be considered a whole month when calculating the interest.

- 5.5 Simons' claim for payment by the Customer is immediately due and payable as soon as:
 - a. a payment term has been exceeded;
 - b. the Customer has gone bankrupt or a request to that effect has been submitted or a moratorium has been applied for;
 - c. property or assets of the Customer are or have been seized;
 - d. control in the Customer changes;
 - e. the Customer is dissolved, ceases to exist as a result of a merger, or otherwise ceases to exist.
- 5.6 All extrajudicial and judicial costs incurred by Simons due to the Customer's failure to fulfil its payment obligations or other obligations of the Customer under the Agreement and/or these Conditions shall be borne by the Customer.
- 5.7 Payments made by the Customer shall always first serve to pay the extrajudicial and judicial costs incurred by Simons, then any interest due, and finally any damage suffered by Simons. Only after that shall the payments be deducted from the oldest outstanding invoice sent to the Customer or another company in the Customer's group, irrespective of whether that invoice relates to another Agreement between the parties or between Simons and that company.
- 5.8 The Customer is not permitted to suspend its payment obligations or to set off its claims against claims it may have against Simons.
- 5.9 Complaints with respect to invoices must be reported to Simons in writing within 8 (eight) days of the invoice date.

Article 6: Production and delivery

- 6.1 Simons may attach further conditions prior to commencing production or delivery of the Goods. In the event that the Goods have been produced for the Customer but cannot be delivered due to the Customer's failure to meet its payment obligations and the use-by date of the Goods has expired because time has elapsed, the Customer shall remain obliged to pay the amount owed.
- 6.2 Delivery of the Goods shall be carriage paid, at the agreed delivery address of the Customer (DDP, Incoterms 2010), unless the Parties have agreed otherwise in writing.
- 6.3 Delivery periods stated by Simons shall be observed wherever possible, but are only indicative and thus do not constitute strict deadlines within the meaning of Book 6, article 83 sub a of the Dutch Civil Code, unless otherwise agreed in writing. Simons shall not be in default until it has been given notice of default in writing by the Customer after the agreed delivery period has expired, whereby Simons has been granted a reasonable period for compliance by the Customer and this period has expired unused.
- 6.4 If Simons is unable to perform the Agreement (in whole or in part) within the agreed period, Simons shall inform the Customer thereof in writing or by email as soon as possible.
- 6.5 Simons reserves the right to attach conditions to the delivery, including but not limited to the furnishing of security by the Customer.
- 6.6 Simons shall be entitled to carry out its deliveries in parts and to invoice partial deliveries separately.
- 6.7 The Customer shall not be entitled to dissolve the Agreement or refuse to take delivery of the Goods if Simons has not delivered the Goods within the term specified above.
- 6.8 In the event that the Parties have agreed that Simons will take care of the transport of the Goods, the Customer must ensure that the delivery address stated is complete and correct and that the

Goods can actually be delivered at that address. If delivery (unloading) of the Goods proves impossible, Simons shall be free, at the expense and risk of the Customer, to:

- deliver the Goods to the most suitable location, in the opinion of Simons and/or its carrier, either at or in the immediate vicinity of the agreed delivery address;
- take back and deliver the Goods at a later date; or
- store the Goods elsewhere and deliver them at a later date;

Article 7: Returns

7.1 The Customer is not permitted to return Goods other than in a case as described in article 10.2 of these Conditions. If the Customer nevertheless returns Goods to Simons, Simons shall not be obliged to credit these Goods to the Customer. In that case, these Goods shall be at the free disposal of Simons.

Article 8: Retention of title

8.1 Goods delivered shall remain the property of Simons until the Customer has fully complied with all obligations under the Agreement and/or other similar agreements and/or all claims arising from non-compliance with this Agreement, including the resulting damage, interest, and costs.

8.2 Simons shall be entitled to immediately repossess Goods (or have them repossessed) from the place where they are located if the Customer fails to fulfil its obligations as referred to in paragraph 1 of this article. The Customer shall cooperate fully in this and irrevocably authorises Simons to enter all locations where Simons' property is located. All costs associated with repossessing the Goods shall be borne by the Customer. Simons shall also be entitled to recover any damage to the Goods from the Customer or to charge the Customer for any reduction in value of the Goods.

8.3 The consequences of reliance on the retention of title in respect of the delivered Goods shall be governed by Dutch law, or by the law of the country where the Goods are to be delivered, at Simons' option and discretion, if (i) the law of the country where the Goods are to be delivered offers Simons more extensive protection than Dutch law and (ii) the Goods have actually been delivered in the relevant country.

8.4 During the period referred to in paragraph 1, the Customer shall be prohibited from alienating, pledging or otherwise encumbering, renting, lending or otherwise surrender the control over the Goods, except in the course of its normal business operations. The Customer shall be obliged to store the Goods with due care and as the recognisable property of Simons. Furthermore, the Customer shall be obliged to insure the Goods adequately during this period.

8.5 If third parties assert rights to the Goods delivered by Simons subject to retention of title or if the Customer knows that third parties intend to assert their rights to these Goods, the Customer shall immediately inform Simons thereof in writing. The Customer shall also be obliged to inform the attaching party or third parties in writing that the relevant Goods are the property of Simons and to provide Simons with a copy thereof.

Article 9: Inspection and complaints

9.1 The Customer shall be obliged to check upon (every) delivery of Goods whether what the Customer ordered has actually been delivered, whether the correct quantities have been delivered, and whether the delivered Goods (including the packaging) are undamaged.

9.2 Any deficiencies, visible defects and/or damage to the delivered Goods and/or their packaging that are (or can be) established upon delivery must be stated by the Customer on the delivery note, the invoice and/or the transport documents and, in the last case, have the carrier cosign it, or - in the absence of such - report it to Simons within 24 hours, followed by a detailed written confirmation of the complaint. If such complaints are not reported on time, the Goods shall be deemed to have been received in good condition. The administration of Simons is conclusive in this respect.

9.3 Minor deviations with respect to the quantities stated shall not constitute a shortcoming.

- 9.4 Defects that were not noticeable upon delivery and could not have been observed during the inspection as referred to in paragraph 1 of this article and that manifest themselves within the warranty period as referred to in article 10, paragraph 1 of these Conditions must be communicated by the Customer to Simons within 24 (twenty-four) hours after discovery of these defects, or the time at which they could reasonably have been discovered. The complaint must be submitted in writing, including an accurate description of the complaint and the defect.
- 9.5 Simons shall have the exclusive discretion to decide whether the reported defect is justified, whereby it shall act as a reasonable supplier. If so requested, the Customer shall provide Simons with all information that is relevant in its opinion. A defect only exists if the relevant Good does not fully comply with the guarantees referred to in article 10, paragraph 1 of these Conditions.
- 9.6 After expiry of the aforementioned periods, the Goods shall be deemed to have been received by the Customer in good condition. Moreover, the Customer's right to complain shall lapse and Simons shall no longer be obliged to consider a complaint.
- 9.7 Any claim of the Customer against Simons relating to defects in delivered Goods shall lapse if:
- a. the Customer does not cooperate or insufficiently cooperates with Simons with respect to an investigation into the merits of the complaints;
 - b. the Customer has not treated or stored the Goods in the correct manner, or has treated or stored the Goods under circumstances other than stipulated in the storage instructions of Simons or provided by Simons.
- 9.8 Defects in the quality or performance of an individual Good in a delivery consisting of more Goods than one shall not constitute grounds for a complaint, nor the right to terminate the Agreement in whole or in part.
- 9.9 Simons may, but it shall not be obliged to, provide the Customer with written instructions regarding storage and display of the Goods due to the perishable nature of the Goods. In that case, the Customer shall be obliged to provide its customers with the same instructions and to oblige those customers to provide their customers with the same instructions, unless the (final) customers are consumers. If the Customer fails to do so, all its rights and claims against Simons due to (alleged) defects of or in the Goods shall lapse.

Article 10: Warranty

- 10.1 Simons warrants that 1) the Goods will comply with the agreed specifications and quality requirements during the shelf life stated on the packaging, 2) the Goods are suitable for the intended purpose, 3) in the event of (actual) delivery within the European Economic Area, that they will comply with all laws and regulations applicable at the time of delivery in the country of delivery concerned.
- 10.2 If 1) the Customer has complained within the period referred to in article 9 of these Conditions, 2) Simons considers the complaint to be justified, and 3) the warranty period referred to in paragraph 1 of this article has not expired, Simons shall, at its option, arrange for replacement of the Goods concerned free of charge after receipt of the returned defective Goods, or a refund of or discount on the agreed price. In the event of additional damage, the provisions of article 12 of these Conditions shall apply.
- 10.3 The Customer shall not be entitled to any warranty in the event of:
- injudicious or improper use or storage and transport of the Goods;
 - processing, mixing or treatment of the Goods by the Customer or a third party;
 - exposure of the Goods to harmful substances, moisture, too high or too low temperatures, or other damaging circumstances;
 - repackaging of the Goods;
 - sale or resale of the Goods of which the use-by date, as stated by Simons, has expired.
- 10.4 As long as the Customer has not fulfilled all its obligations arising from the Agreement, it may not invoke this warranty provision.

Article 11 - Product safety and recalls

- 11.1 Both the Customer and Simons shall keep such records as to be able to comply with their legal obligations of tracking and tracing with respect to the Goods. In addition, the Customer guarantees that it will comply with all other applicable regulations relating to the trade and sale of foodstuffs in general and the Goods in particular in the countries concerned.
- 11.2 As soon as a Party becomes aware of a defect or suspicion of a defect in the Goods delivered, as a result of which the relevant Goods do not (or no longer) comply with applicable statutory regulations regarding suitability and/or health, this Party shall immediately and of its own accord inform the other Party thereof in writing. Such Party shall in any event (where applicable) state:
- the type of defect and - to the extent reasonably known - the possible consequences thereof for humans, animals and/or the environment;
 - the production data of the Goods concerned;
 - all other information that may be relevant for compliance with the aforementioned statutory regulations.
- 11.3 If, in the opinion of Simons, additional information is required for the investigation into potentially unsafe Goods/or the measures to be implemented, the Customer shall provide Simons, at Simons' first request, with all relevant information which it has in its possession or which it could reasonably have at its disposal.
- 11.4 At the moment that one of the Parties deems it necessary to recall one or more Goods from its customers and/or consumers or to send a notification to the market and/or regulators with respect to food safety, it shall immediately inform the other Party thereof in writing. The Parties shall provide each other with all necessary cooperation to this end. The Customer shall not proceed to such a recall or warning without prior consultation with Simons. The Customer shall not make any announcements about such a recall or such communication to third parties, unless Simons has given its prior written consent.

Article 12: Liability

- 12.1 Without prejudice to the provisions of articles 9 and 10 of these Conditions, Simons shall only be liable for direct damage of the Customer in the event of intent or gross negligence on the part of Simons or its managers.
- 12.2 Simons shall not be liable for damage caused by its subordinates and third parties engaged in the performance of the Agreement.
- 12.3 Simons shall not be liable for damage of the Customer towards third parties that has arisen due to or in connection with the nature of or defects in delivered Goods.
- 12.4 Under no circumstances shall Simons be liable for indirect damage of the Customer. Indirect damage shall include consequential damage, loss of profit, losses suffered and costs incurred, as well as missed orders and lost savings, damage due to production interruptions or business interruptions or stagnation.
- 12.5 The limitations of liability set out in this article shall not apply if and insofar as Simons' liability for the relevant damage is insured and payment is made under the insurance concerned. However, Simons shall not be obliged to exercise its rights under this insurance if it is held liable by the Customer.
- 12.6 Simons may engage third parties in the performance of the Agreement and shall at all times be entitled to invoke any limitations of liability of those third parties towards Simons against the Customer.

- 12.7 Simons stipulates all legal and contractual means of defence, which it may invoke to counter its own liability towards the Customer, this also on behalf of its subordinates and non-subordinates for whose conduct it is liable by law.
- 12.8 The foregoing shall not affect Simons' liability pursuant to mandatory provisions of law.
- 12.9 Without prejudice to the other provisions of this article, Simons' liability towards the Customer shall in all cases be limited to a maximum amount, equal to the total amount invoiced by Simons to the Customer in the year preceding the event giving rise to the damage (excluding any taxes and other government surcharges).
- 12.10 The Customer indemnifies Simons against all claims of third parties, including government agencies, on whatever grounds.

Article 13: Force Majeure

- 13.1 Force majeure on the part of Simons shall arise if Simons is prevented from fulfilling its obligations under the Agreement as a result of circumstances that have arisen through no fault of and beyond the control of Simons. This shall include, but is not limited to, war/threat of war, terrorism, threat of terrorism, civil war, riots, revolution, acts of war, fire, water damage, flooding, government measures, import and export obstructions, defects in machinery, industrial action, sit-down strike, limited transport possibilities as a result of weather conditions and traffic disruption, suppliers and/or subcontractors of Simons who fail to fulfil their obligations or fail to fulfil them on time, and disruptions in the supply of energy and/or water within the company of Simons. Force majeure shall also include failures in a (telecommunications) network or connection or communication systems used.
- 13.2 Without prejudice to the Parties' other rights, the Parties shall be entitled, without any notice of default and without any obligation to pay compensation, to dissolve the Agreement in whole or in part if proper performance by Simons is (wholly or in part) temporarily or permanently impossible, as a result of a situation of force majeure, or to suspend (further) performance of the Agreement for the duration of the situation of force majeure.

Article 14: Intellectual property rights

- 14.1 The Customer expressly acknowledges that all intellectual property rights to texts, images and drawings accompanying or on the Goods and/or in catalogues, brochures, price lists, promotional material or other types of documents provided by Simons are and shall remain vested in Simons. The same applies to the Goods delivered or manufactured within the framework of the Agreement and to the Offers and order confirmations made by Simons.
- 14.2 Without the express prior written consent of Simons, the Customer is prohibited from making use, including making changes and copies, of the intellectual property rights as set out in paragraph 1 of this article.
- 14.3 The Customer is not permitted to remove or change any indication of copyrights, trademarks, trade names or other intellectual property rights from or of the goods referred to in paragraph 1 of this article, including packaging.
- 14.4 If and to the extent that the Customer prescribes the design and/or content of the packaging of the Goods, the Customer warrants that these 1) comply with the applicable regulations of the country where the Goods are sold or resold by the Customer, and 2) do not infringe on any intellectual or industrial property rights of third parties. The Customer indemnifies Simons against all claims of third parties, including government agencies, in this respect.
- 14.5 The method of preparation of the Goods shall in all cases belong to Simons, even if the Customer provides Simons with instructions regarding the composition and/or flavour of the Goods. These recipes are part of Simons' company confidential information.

Article 15: Confidentiality

15.1 The Customer undertakes to maintain strict confidentiality with respect to the existence and content of the Agreement, Order(s) and the recipes of the Goods. In addition, the Customer shall observe complete confidentiality with respect to all other knowledge, facts and information relating to the Goods and/or the business of Simons that Simons has provided to the Customer, unless it concerns facts and information that the Customer must provide to (potential) customers for the purpose of the normal sale or resale of the Goods.

Article 16: Suspension and dissolution

- 16.1 Without prejudice to Simons' other rights, Simons shall be entitled, without any notice of default and without any obligation to pay compensation, to dissolve the Agreement and/or Order in whole or in part, or to suspend (further) performance of the Agreement, if:
- a. the Customer does not, does not timely and/or does not fully meet its obligations under the Agreement and/or these Conditions, even if this cannot be attributed to the Customer;
 - b. Simons has become aware of circumstances that give Simons good reason to fear that the Customer will not, not timely and/or not fully fulfil its obligations;
 - c. in the event of bankruptcy, suspension of payment, placing under guardianship of the Customer or a request to that effect;
 - d. the Customer is dissolved, ceases to exist as a result of a merger, or otherwise ceases to exist.
- 16.2 In the cases referred to in paragraph 1, Simons shall also be entitled to demand immediate payment of the amount it is owed.

Article 17: Other provisions

- 17.1 Deviations from and additions to the Agreement, the Order and the Conditions shall only be valid if they have been agreed in writing.
- 17.2 Simons shall be entitled to unilaterally amend the Conditions at any time. The amended version of the Conditions shall only apply after the Customer has received a copy thereof.
- 17.3 The Customer may not transfer the Agreement or rights and obligations arising therefrom to third parties without the express prior written consent of Simons. Simons shall be entitled to transfer its rights and obligations under the Agreement to a third party. The Customer gives permission to do so in advance.

Article 18: Applicable law and competent court

- 18.1 These Conditions, all Agreements and other legal relationships between the Parties, of whatever nature, are governed by Dutch law.
- 18.2 The applicability of the Vienna Sales Convention (C.I.S.G.) is excluded.
- 18.3 The competent court of the Court of Limburg in Roermond has exclusive jurisdiction to hear all disputes between Simons and the Customer, unless this is in conflict with mandatory law. Simons may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction. If the Customer is established in a country that does not recognise a judgement given in the Netherlands, Simons shall have the authority to submit a dispute to an arbitration board, which, at Simons' discretion, shall consist of either one or three arbitrators and who shall be appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The dispute shall be settled in accordance with the aforementioned Rules of Arbitration. The place of arbitration shall be Roermond, the Netherlands. The language of the arbitration proceedings shall be English or Dutch, to be determined by Simons prior to the arbitration proceedings. The Customer expressly agrees to this alternative form of dispute resolution.