

GENERAL TERMS OF SALE

OF

**Molnopex B.V.
Fabrieksweg 11
8304 AT Emmeloord**

registration number chamber of commerce 39078617

JUNE 2013

ARTICLE 1: APPLICABILITY

- a.** The terms hereinafter stated shall be applicable to all offers made by, orders accepted by and deliveries to third parties by Molnopex B.V. and to all operations executed by Molnopex B.V. by order of third parties, and also to all contracts in the broadest sense of the word concluded between Molnopex B.V. and third parties.
- b.** The present terms shall apply inside as well as outside the Netherlands, without regard to place of residence or business of the parties concerned in any agreement, and also without regard to the place where the agreement has been affected, or should have been implemented. The Dutch version of these terms and conditions is leading. The other party cannot derive any rights from omissions and/or errors in the translation of these terms and conditions.
- c.** If other party uses purchase terms these shall have no binding force upon Molnopex B.V. as far as they deviate from the present terms of delivery.
- d.** Possible deviations from the present terms, applied/accorded by Molnopex B.V. for the benefit of other party at any time shall never entitle the last-mentioned to appeal thereto afterwards or to claim the application of such a deviation as being incontestable for him/her.

ARTICLE 2: OFFERS

- a.** All offers and price quotations shall be made without any engagement, unless expressly stipulated otherwise. They have been made by Molnopex B.V. in best of conscience and are based on data eventually submitted when inquiring.
- b.** Statements with regard to measure, capacity, performance colour, texture of material, finishing or resultants, provided by Molnopex B.V. in illustrations, website(s), catalogues, brochures, drawings, in all kinds of media, or in any other way, are deemed to have been provided by approximation and without engagement. Molnopex B.V. shall not be bound to this statement and consequently shall not be liable for any inaccuracies in these data.

ARTICLE 3.1: ORDERS/CONTRACTS

- a.** By order is meant: every contract concluded with Molnopex B.V., irrespective of whether she undertakes to start activities, or to lend personnel, material or room, or to carry out any other performance, all this in the broadest sense.
- b.** All contracts concluded with Molnopex B.V. shall not become binding until after having been confirmed in writing by Molnopex B.V. or through Molnopex B.V. having begun the execution of the order. Possible supplements or deviations in the contracts referred to above shall be binding upon Molnopex B.V. only after and in so far as they have been accepted and confirmed in writing by Molnopex B.V.. Other party is deemed to have acknowledged supplements or deviations in the contracts concluded with Molnopex B.V., unless other party has objected to this supplement and/or deviation in writing within 8 days after he/she took or could have taken note of the supplement/deviation. Other party is deemed to have taken note of the said supplement/deviation the moment Molnopex B.V. shall have started the activities the supplement/deviation refers to. Only the board and possible he/she who has been explicitly authorised thereto by the board, can and is allowed to conclude contracts by order of Molnopex B.V..
- c.** Unless otherwise is explicitly agreed in writing, Molnopex B.V. shall at all times be entitled to have the order wholly or partially executed by third parties, in which case the present terms shall also apply in favour of these parties, on the condition though, that Molnopex B.V. shall authorise them in writing and if necessary afterwards, to appeal to the present terms, without this authorisation making it possible to create any obligations to Molnopex B.V..

ARTICLE 3.2: PURCHASE AGREEMENTS

The following provisions additionally apply when Molnopex B.V. acts as the buyer and/or the customer, as well as to all requests and orders made by Molnopex B.V., where an order of Molnopex B.V. is also regarded as an offer. This applies in addition to the other provisions, mentioned in these terms and conditions.

a. The applicability of these terms and conditions to a purchase transaction prevails over the general terms and conditions brought in by the other party. By inspecting of these terms and conditions, the other party explicitly accepts the applicability of these terms and conditions. The other party can only rely on the varying provisions in a transaction with regard to these terms and conditions if Molnopex B.V. has explicitly given its written permission to do so. In the transactions other than the transaction at issue, the other party is not entitled to invoke any rights regarding the varying provisions allowed by Molnopex B.V..

b. In case of purchase of unprocessed agricultural products, such as field crop, the requirements and conditions shall be specified in the purchase agreement with the other party. All the requirements made by the other party in connection with the goods to be delivered, that deviate from the standard requirements, must be expressly made by the other party in writing and communicated to Molnopex B.V. beforehand.

c. Unless expressly agreed otherwise, the delivery by the other party of the goods purchased by Molnopex B.V., must take place to the company to be designated by Molnopex B.V., hereinafter also referred to as “receiving company” where the inspection and, if applicable, the tare procedure will take place.

d. At the time of delivery, the conditioned products bought by Molnopex B.V., must meet the Dutch hygiene requirements of Food Hygiene (Commodities Act) Regulations with the corresponding “HACCP- standards”, as well as the agreed quality requirements. In addition, the other party must ensure that these agricultural products bought by Molnopex B.V., have at all times good quality, are free from disease, damage and internal and external visible and invisible defects.

e. The other party is obliged to make sure that the (agricultural) goods delivered or on the part of Molnopex B.V., meet the agreed quality standards during a reasonable period after the delivery. As regards the purchase of potatoes, vegetables of fruit, the period of at least 48 hours upon the delivery will be deemed as a reasonable period. Molnopex B.V. has the right to complain about the quality of the delivered goods, both within this period and thereafter.

f. In case of disapproval by Molnopex B.V. of on the part of Molnopex B.V. of the goods offered by the other party for delivery, Molnopex B.V. has the right, to be used at its discretion, to demand fully or partially substitute delivery or to terminate the transaction at issue fully or partially, both judicially and extra judicially. In addition, Molnopex B.V. has the right to write off the rejected quantity of goods on the remaining part of the contract, if that is the case.

In case when the goods referred to above, stay in control of Molnopex B.V., the other party is obliged to make sure that these goods are immediately collected from the stock address on behalf of the other party. If the other party has not taken an effort to do so upon the first request, Molnopex B.V. has the right to sell or destroy the batch of goods in question or to cause them to be destroyed while any proceeds derived can be used by Molnopex B.V. to reduce the directly and indirectly damaged suffered, or to be suffered by it.

g. Molnopex B.V. has the right to suspend payments of the goods already delivered, until the other party has fully complied with its obligations to deliver under the contract at issue.

ARTICLE 4: LIABILITY

a. Molnopex B.V. is with the exception of the provisions stated in article 9 of these general terms of sale, not liable in any way for damages, directly or indirectly, whether indirect the result of the delivered goods, services rendered or any other work done not meeting the contract requirements, unless it is due to malice or comparable guilt by herself.

Therefore Molnopex B.V. also doesn't accept this with serious calamities like fire, water damage and external calamities like attacks, wars and earthquakes.

b. When Molnopex B.V. is held liable for any other reason relating to the agreement, the compensation payable by her will always be limited to no more than the invoice amount (excluding V.A.T.) regarding the relating good and services with a maximum value of Euro 10.000,00 (in words ten thousand euro)

c. Any appeal to the present terms being made, other party's obligation towards Molnopex B.V. to pay shall not be suspended.

ARTICLE 5: TIME AND PLACE OF DELIVERY

a. All delivery times stated in quotations, confirmations and contracts shall be considered as having been stated to the best knowledge and shall be complied with as far as possible, yet shall have no binding force upon Molnopex B.V..

b. Exceeding the times of delivery stated, irrespective of cause, shall never entitle other party to any damages, to rescission of the contract or to non-fulfilment of any obligations which derives from the contract in question or of any other contract whether or not related to the present contract.

c. In case of the delivery time being excessively overdue, such however to be judged by Molnopex B.V., Molnopex B.V. shall enter into further consultation with other party.

d. Delivery shall be effected ex company of Molnopex B.V. or ex any other place to be stipulated by Molnopex B.V..

e. In case goods, sold by or services, offered by Molnopex B.V., after having been presented to other party, shall be rejected by the same, they shall be at the disposal of other party during a maximum period of 5 days. During that period goods shall be stored for account of other party. That period having expired, the total amount due on delivery or fulfilment and increased by any consequential costs and interests, can be claimed from other party, even if delivery of the goods or services in question should not have taken place. Payment shall in that case be considered as having been made as a compensation to Molnopex B.V..

Molnopex B.V. is therefore free to sell and/or destroy the goods in question, however, at its discretion. With respect to these additional transaction, Molnopex B.V. has the right to debit the costs and the normally applicable margin of profit from the proceeds (the value of the goods sold). The balance after the deduction will be used to reduce the damage caused.

f. If other party should not fulfil one or more obligations resulting from this or any other agreement related to the contract, or if he/she should not fulfil same by the time stipulated, Molnopex B.V. shall be entitled to delay the execution, after having declared other party to be in default in writing - without judicial intervention - without Molnopex B.V. being liable for any damages.

ARTICLE 6: TRANSPORT AND TRANSPORT RISK

a. The choice of means of transport shall be up to Molnopex B.V..

b. The transportation of the ordered goods at Molnopex B.V. shall be borne by other party.

c. The goods shall be exclusively delivered parterre. Should goods have to be delivered other than parterre, the supplementary costs and risks involved shall be fully for other party's account. Also, in case free delivery should have been agreed other party shall be liable for any damage occurred during the transport.

d. Molnopex B.V. has the right to arrange that the goods, sold by the other party, are accompanied by a temperature and/or humidity meter during the transport. Unless expressly agreed otherwise, it must be returned free of charge at all times immediately upon the arrival.

e. All goods ordered from Molnopex B.V. shall travel at other party's risk from the moment of forwarding. Also, in case free delivery should have been agreed other party shall be liable for any damage occurred during the transport.

When other party isn't present at the time of delivery, or is unable to receive the goods, or fail otherwise to receive the goods, then Molnopex B.V. has the right to turn the delivery into a pick up duty by other party at an address stated by the shipping agent after he has notified other party by leaving a written notice of it.

f. On arrival of the goods other party shall be obliged to convince himself of the condition of the goods. Should then appear that damage has been caused to goods or material, he/she shall be obliged to take all steps to obtain an indemnification from the transporter. By signing the receipt, supplied by or by order of Molnopex B.V., other party declares to have received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

a. For each contract Molnopex B.V. states a separate price or rate. This price or rate only is referred to as being the amount due for activities to be effected by Molnopex B.V., including the costs generally involved. The prices stated in the quotation are based on the then current cost price factors, rates, wages taxes, duties, charges, freight, and so on. In case of an increase in any of these factors Molnopex B.V. is entitled to change the quoted (selling)price accordingly.

b. Consequently the price or rate does not cover taxes imposes by the government or other authorities, incorporated penalties, insurance premiums, etc.

c. Molnopex B.V. is entitled to require payments casu quo deposit or security (by means of a bank guarantee).

ARTICLE 8: TERMS OF PAYMENT

a. Unless expressly agreed otherwise in writing, payment of the invoices sent by Molnopex B.V. shall be made within 8 (eight) days after date of invoice, not incorporated deduction of discounts or any form of set-off.

b. All payments, not incorporated deduction or set-off, shall be made at the offices of Molnopex B.V. or by means of transfer to a banking or giro account specified by Molnopex B.V..

c. Discounts can only be given after mutual agreement between Molnopex B.V. and other party. Unless agreed in writing otherwise, discounts are deemed to be given only once. New transactions to be concluded, no appeal can be done to former discounts.

ARTICLE 9: COMPLAINTS

a. Any complaints, both regarding the supply of goods and the services rendered and invoice amounts, must be submitted in writing to Molnopex B.V. within 24 hours upon the receipt of the products or services or the corresponding invoice/invoices, specifying in detail the facts and including an expert report related to the complaints drawn up by a certified expert. The other party's right to complain will cease to have effect with regard to the goods processed by it or on its behalf.

Complaints regarding the quantity and/or quality of the goods delivered ex warehouse, must take place immediately at the time of loading the goods. In case of delivery carriage paid, this must take place prior or during the unloading of the goods.

Normal variations in natural products shall never give the other party the right to cancel/dissolve or suspend the agreement (agreements) with Molnopex B.V..

b. Complaints with regard to the conditions in the present terms, as among other things stated in the Burgerlijk Wetboek (Civil Code), article 6:233 sub a. (nullity with regard to one or more conditions on the ground of being onerous beyond reason), should as well be lodged with Molnopex B.V. within 24 hours after reading the present terms or the moment by which these terms could reasonably have been read, in writing and registered with a detailed specification of the facts the complaints refer to. The right to lodge a complaint shall be due the moment the agreement has been made. The other party shall renounce to appeal afterwards to one or more of the conditions in the present terms as being onerous beyond reason, insofar as the conditions considered as being onerous beyond reason, if any, have not been made imperative by the law.

c. If complaints lodged do not comply with the foregoing, they can not be acknowledged anymore and other party shall be deemed to have agreed to the delivered and/or rendered. In case Molnopex B.V. is of the opinion that a complaint is well-grounded, she shall be entitled to either pay an amount -assessed by mutual agreement- as damages to other party, or to start another delivery, maintaining the present contract, such under the obligation of other party to return the by Molnopex B.V. faulty or defective delivered free domicile; all this at the option of Molnopex B.V..

d. No complaints can be submitted by or on behalf of the other party regarding the (natural) products delivered by Molnopex B.V., such as onions, potatoes, vegetables and fruit if the delivered products slightly deviate in quantity, appearance and quality from sale samples, if there were any. Nor does this single and/or multiple circumstance (s) give the other party the right to terminate the agreement partly or in full.

e. If, at the time of sale and/or delivery, a phytosanitary and/or an inspection certificate is provided, issued by the competent authorities of the country exporting the products/goods, they shall be deemed as decisive for the assessment of the quality of the delivered without the possibility to provide the rebuttal evidence. The provision by the phytosanitary service of the exporting country of the certificate required for the export means the unconditional acceptance of the delivered products/goods by the other party.

f. Molnopex B.V. shall not be bound to take note of lodged complaint until other party concerned integrally fulfilled all his subsistent obligations resulting from any contract whatsoever and wherever they may consist of towards Molnopex B.V., at the moment of lodging his complaints.

g. Returns which, at all times, are transported at the risk and expense of the other party and which are not or insufficiently stamped or packed, will be rejected by Molnopex B.V.. All returns from the buyers and customers will take place at their own expense and risk.

ARTICLE 10: CANCELLATION/TERMINATION AND SUSPENSION

a. If other party, even after being held in default by Molnopex B.V., is or remains in any respect in default of its obligations with respect to previous deliveries, work done or any other reasons Molnopex B.V. is entitled to suspend, her obligations to other party and or, without judicial intervention, cancel the underlying agreements wholly or partially. This without the ability of other party to held Molnopex B.V. liable any way and without prejudice the rights of Molnopex B.V.. Molnopex B.V. is also entitled to this if other party is bankrupt, moratorium of payment, debt restructuring, entry to the WSNP (legal form of debt restructuring), or any other form debt counselling, liquidation of the corporate form or business or the threat of those circumstances according to the standards of Molnopex B.V.. All claims of Molnopex B.V. against other party are then immediately due and payable.

b. If other party wants to dissolve or cancel the agreements with Molnopex B.V., then Molnopex B.V. is entitled to claim compliance of the agreements or at the discretion of Molnopex B.V. a cancelation fee of at least 30% of the retail price shall be payable by the other party.

ARTICLE 11: INDEMNIFICATION IN CASE OF LATE OR NON-PAYMENT

If payment of the invoices sent by Molnopex B.V. should not have been effected within 8 (eight) days after date of invoice, other party shall be deemed to be in default by right and Molnopex B.V. shall be entitled, without any further notice of default being required, to charge other party a statutory interest arrears with a minimum of 1% due per month or part of it, as per due date, without prejudice to, other rights Molnopex B.V. is entitled to, incorporated therein their right to claiming any judicial and extra-judicial charges related to the recovery, the last one being beforehand fixed at 15 % of the amount to be claimed, with a minimum of Euro 250,00 (in words; two hundred and fifty euro).

NB: From the moment that the extra judicial charges that can be charged to the other party are determined by law, the extra judicial charges under its provision are owed by the other party.

ARTICLE 12: RESERVE OF OWNERSHIP

a. Until such time as other party shall have paid to Molnopex B.V. the total amount due for the delivery of goods, parts, installations and/or activities performed in his favour by Molnopex B.V., the goods delivered to him and/or materials shall remain the incontestable property of Molnopex B.V., such for account and risk of other party concerned.

b. If other party should not fulfil one or more of his obligations referred to and in the agreement and with regard to the goods purchased and/or activities performed, Molnopex B.V. is liable to recover the goods or materials without any notice of default being required, in which case the agreement shall be cancelled without judicial intervention, without prejudice to the right of Molnopex B.V., if need be, to indemnification of damages whether or not by legal process, for damage, if sustain, or potential damage, incorporated therein: sustained loss, loss of profit, interests, transport costs, etc..

c. Molnopex B.V. shall reserve the right to actually retain goods, tools, materials, cars, supplies, securities (financial) documents, etc., she retains on behalf of other party under any title whatsoever, until other party has duly fulfilled his financial and other obligations towards Molnopex B.V..

d. For transactions with a other party located in a country in which an extended reserve of ownership applies Molnopex B.V. is at any moment entitled to declare the there applied extended reserve of ownership applicable.

ARTICLE 13: FORCE MAJEURE

a. Force majeure shall relieve Molnopex B.V. of all obligations towards other party. Force majeure shall exist in case of such occurrences and situations which have a very apparent an immediate influence on the company of Molnopex B.V., such as: serious disturbances in our production process, war, also outside the Netherlands, riot, epidemics, fire traffic jam, labour strike, exclusion, loss or damage during transport, casualties or illness of employees, import restrictions or other restrictions imposed by the government, etc.. Molnopex B.V. shall be relieved of her obligations regardless if the force majeure occurred in her own company, or wheresoever, such as in companies of ancillary suppliers, transporters, wholesalers, etc..

b. In case the execution of the contract should be prevented through force majeure, Molnopex B.V. shall be liable, without judicial intervention, either to suspend the execution of the contract for a period of six months at the most, or to cancel the contract wholly or partly, such to be judged by the decision of Molnopex B.V. taken in this respect, in writing.

ARTICLE 14: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AND DESIGN

a. The intellectual property rights of all products made, services rendered, etc. by Molnopex B.V. for other party belong to Molnopex B.V.. Use or alternative use of these rights, designs and or ideas of Molnopex B.V. is strictly prohibited, unless explicit and written permission is granted by Molnopex B.V. and all the relevant conditions of Molnopex B.V. are met in full.

b. If other party should not comply with the statements pursuant to 14a Molnopex B.V. shall be entitled to a fine of Euro 11.500,00 (in words: eleven thousand five hundred euro) per offence per day or that part of it, the offence shall last. This without prejudice her rights for compensation for any damage suffered direct or indirect.

ARTICLE 15: CONSIGNMENTS ON APPROVAL

Solely if Molnopex B.V. shall have intimated so to other party beforehand in writing, the goods delivered by or on behalf of Molnopex B.V. can be considered as consignments on approval for the purpose of shows, exhibitions, fairs and/or other purposes to be indicated by Molnopex B.V.. The present general terms are also applicable unabridged to consignments on approval.

ARTICLE 16: APPLICABLE LAW AN COMPETENT JUDGE

a. All offers made by, all orders accepted by and all contracts concluded with Molnopex B.V. shall be governed only by Dutch Law. However Molnopex B.V. may and can at any moment chose for the applicable law of the country the other party has domicile, or for the applicability of the Vienna Sales Convention (CISG). Then contrary to what is stated below at sub b the reported dispute will be submitted to the judgement of the absolute competent judge in the district of the other party. Molnopex B.V. has no obligation to inform other party hereof in advance.

b. Any disputes shall be submitted to the judgement of the absolute competent judge in the district of Midden-Nederland to the judgement of another authority with judicial power such however at the option of Molnopex B.V..

c. Any article or sub-article of the present general conditions becoming void, this shall not affect the validity of other articles.

FINAL PROVISION:

These general terms of sale are composed for Molnopex B.V. and filed by [De Incassokamer B.V.](#) and realized under the applicability of her current and future general terms of sale, subject to the provisions stated in the Burgerlijk Wetboek (civil code) book 6 section 3.

These general terms of sale are subject to the © copyright of De Incassokamer B.V..