

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. The present general terms and conditions of purchase apply to every order placed by Pacbelimex, and every purchase agreement concluded between Pacbelimex and the supplier, except for the purchase of potatoes.

The purchase of potatoes by Pacbelimex is governed by the RUCIP 2006 Regulations which, if necessary, prevail over the present general terms and conditions of purchase.

These general terms and conditions of purchase are to be completed with and, if necessary, interpreted according to the COFREUROP rule book (version 2007).

2. Each order placed by Pacbelimex as well as every purchase agreement concluded between Pacbelimex and the supplier implies that the supplier understands the present general terms and conditions of purchase, accepts them and is bound by them. The general terms and conditions of sale of the supplier shall not be opposable unless explicitly agreed upon in writing by Pacbelimex.

In the case of discrepancy between the thus accepted general terms of sale and conditions and the present general terms and conditions of purchase, the latter will prevail.

3. If Pacbelimex places an order with the supplier, the supplier has to confirm the order to Pacbelimex in writing no later than three days after receiving the order.

As long as the supplier has not confirmed the order in writing, Pacbelimex is entitled to cancel the order without being held to any compensation whatsoever.

In the case of default of a confirmation in writing, Pacbelimex cannot be held to accept any delivery.

4. The valid prices will be communicated to Pacbelimex on its first request.

Unless explicitly otherwise agreed upon, the supplier cannot revoke the communicated prices.

Any changes by the supplier to an order placed by Pacbelimex – such as, but not limited to, the delivery time, the ordered quantity of goods, ... – are subject to the prior written consent of Pacbelimex.

5. All packaging, marking and wrapping of the merchandise meet the European standards, i.e. Regulations (EC) 1580/2007 and (EC) 1221/2008, and meet the standards applicable in the land of distribution. The same goes for the transportpackaging, the collecting packaging and the packaging for retail sale.

Depending on the terms agreed upon contractually, all deliveries take place in disposable package, reusable package or bulk.

6. Unless otherwise expressly stipulated in writing, all goods ordered by Pacbelimex are delivered "*DDP Depot Roeselare (Belgium)*".

Unless otherwise explicitly agreed upon, the supplier exclusively bears all costs and risks related to the transport of the goods.

In case the delivered quantity of goods deviates more than 5% from the ordered quantity, Pacbelimex cannot be held to accept the goods.

The fact that Pacbelimex accepts the goods does not imply in any way the acceptance without reserve of the goods by Pacbelimex.

Pacbelimex shall control the delivered goods. Within a period of 48 working hours as from the delivery Pacbelimex shall make its detailed and well-founded remarks on the delivery document with respect to visible defects on the delivered products, missing quantities or apparent damage and shall confirm its reservations to the transporter or the supplier by fax.

Any complaint with respect to defects remaining invisible after an appropriate control neither before nor during the delivery of the goods, taking into account the perishable nature of the goods, shall be communicated by Pacbelimex to the supplier in a detailed and well-founded way within 72 working hours after discovery of these defects and no later than 7 calendar days after delivery of the goods.

In the case of an admissible and founded complaint, the supplier shall, depending on the choice of Pacbelimex, be obliged to replace the incorrect delivery by a delivery which is in compliance with the delivery contract and/or pay Pacbelimex a compensation for all direct and consequential damages caused by the incorrect delivery.

7. Unless otherwise agreed upon, the delivery terms communicated to Pacbelimex are binding and mandatory for the supplier.

8. Unless otherwise agreed upon, all invoices are payable 30 days after the invoice date. All costs related to the collection shall be borne by the supplier.

9. In the case of non-delivery or an incorrect delivery, as well as in the case of exceeding the delivery date and any situation in which the supplier refuses to respect his contractual obligations or if the supplier fails to respect his obligations towards Pacbelimex, Pacbelimex may opt either to claim its forced execution or to get compensated by the supplier for all damages suffered, including the losses suffered and the loss of profit.

10. All agreements concluded between Pacbelimex and the supplier are part of one global contractual relationship. If the supplier fails to respect his obligations with regard to a particular agreement, Pacbelimex shall be entitled to suspend the further execution of both the agreement concerned and the other existing agreements.

11. Pacbelimex cannot be held liable for the non execution of its obligations in cases of force majeure, such as war, riots, partial or general strike, partial or general lock-out, contagious diseases, etc. Force majeure shall in no way whatsoever entitle the supplier to rescind the agreement or to claim damages.

12. All disputes between the supplier and Pacbelimex shall exclusively be settled by the competent courts of the judicial district of Kortrijk (Belgium).

The contractual relationship between the supplier and Pacbelimex is exclusively governed by Belgian law.

13. The nullity, if any, of one or more provisions of the present terms and conditions shall in no way harm the applicability of all other clauses.

14. In the case of a dispute with respect to the interpretation of the present terms and conditions, the French text shall always prevail.