

## **GENERAL TERMS AND CONDITIONS OF SALE**

1. These general terms and conditions of sale apply to every order, placed by the buyer with Pacbelimex, and every sales agreement made with Pacbelimex, with the exception of the agreements related to the sale of potatoes.

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

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

2. Each order of goods placed by the buyer as well as each sales agreement concluded with Pacbelimex means that the buyer understands the present general terms and conditions of sale, accepts them and is bound by them. The general terms and conditions of purchase of the buyer shall not be valid unless explicitly agreed upon in writing by Pacbelimex.

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

3. If the buyer places an order with Pacbelimex, the agreement between Pacbelimex and the buyer will only be considered as being concluded after a confirmation in writing by Pacbelimex accepting the order. Unless otherwise agreed upon, the orders placed with Pacbelimex by the buyer are irrevocable.

The buyer may only cancel an order accepted by Pacbelimex upon prior written consent of Pacbelimex and on the condition that this cancellation reaches Pacbelimex no later than 11 a.m. of the day preceding the indicated date of delivery.

In the case of cancellation of an order, even if agreed upon by Pacbelimex, the buyer has to pay a lump sum of 25% of the sales price, as a fixed compensation for the damages and costs caused by the cancellation, without prejudice to the right of Pacbelimex to claim higher damages if it can provide evidence for the higher damages suffered.

The terms and conditions of an order accepted by Pacbelimex – such as, but not limited to, the delivery time, the ordered quantities, ... – can only be cancelled by the buyer upon prior written consent of Pacbelimex.

4. Taking into account the nature of the goods, Pacbelimex reserves itself the right to review its prices at any time depending on the evolution on the market.

The valid prices will be communicated to the buyer on his first request.

All agreements of Pacbelimex shall be concluded under an express harvest proviso.

5. All packaging, marking and wrapping of the merchandise meets the European standards, i.e. Regulations (EC) 1580/2007 and (EC) 1221/2008, and meets the standards applicable in the land of distribution insofar as the buyer communicated these standards prior to delivery.

Depending on the agreed delivery terms, all deliveries take place in disposable packaging, reusable packaging or bulk.

Unless otherwise agreed upon, the buyer shall return the reusable packaging to Pacbelimex either on the place of delivery or on the place of shipment, depending on Pacbelimex's choice.

If this is not the case, unless otherwise agreed upon, the reusable packaging will be charged to the buyer in accordance with the valid prices.

6. Unless expressly stipulated otherwise, all the goods to be delivered by Pacbelimex have to be delivered "*Ex Works Roeselare (Belgium)*".

Pacbelimex has the right to deviate 5% from the agreed quantity of goods to be delivered.

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

Upon delivery, the buyer shall appropriately check the condition of the goods.

In order to be admissible, any complaint with respect to apparent damages, defects or missing quantities regarding the goods delivered has to be marked on the delivery document in a detailed and well-founded way by the buyer and has to be communicated both to the transporter and to Pacbelimex by fax no later than 6 hours after delivery of the goods.

In order to be admissible, any complaint with respect to defects remaining invisible after an appropriate check neither before nor during the delivery of the goods delivered shall be communicated by the buyer to Pacbelimex in a detailed and well-founded way due to their perishable nature and this in the conditions cofreurop.

In the case of an admissible and founded complaint with respect to defects to the goods within the aforementioned periods, Pacbelimex can at the very most be obliged to pay to the buyer a compensation equal to the price agreed upon for the delivered goods. Pacbelimex cannot be held liable for any other compensation nor can any other penalty be imposed on Pacbelimex. Pacbelimex cannot be held liable for any indirect or consequential damage.

7. Unless otherwise agreed upon, the delivery terms set by Pacbelimex are merely informative and not binding. If Pacbelimex cannot deliver on the stipulated delivery date, it immediately has to inform the buyer thereof. A late delivery does not give rise to the liability of Pacbelimex and cannot constitute grounds to dissolve the agreement.

The buyer has to provide Pacbelimex with all useful information and all necessary measures, in order to make it possible for Pacbelimex to execute the agreement within the stipulated delivery terms. If the buyer fails to perform these duties, the stipulated delivery term shall automatically be extended.

8. In the absence of objection by registered letter within eight days as from the invoice date, each invoice will be considered to be irrevocable and accepted, unless otherwise agreed upon. All invoices are payable no later than thirty days as from the invoice date, without discount in the case of full payment before the invoice date. All collection costs related to the payment (including the protest costs related to the bills of exchange) shall be borne by the buyer.

If the confidence of Pacbelimex in the creditworthiness of the buyer is shocked by acts of legal execution against the buyer and/or other events which may raise questions with respect to the confidence in the proper performance of the buyer's duties, Pacbelimex reserves itself the right, even after full or partial shipment of the goods, to suspend the entire order or part of it and to demand suitable guarantees from the buyer.

If the buyer refuses to comply, Pacbelimex reserves itself the right to fully or partially cancel the order, without prejudice to the rights of Pacbelimex to claim damages and interests and the other remedies provided in the present general conditions and the law.

In default of full or partial payment on the due date, all outstanding invoices shall be increased by right and without prior notice with a moratory interest of 12 per cent per year.

In default of payment of one single invoice on its due date, the balance due on all other outstanding, even not expired invoices, shall become immediately claimable by right.

All goods supplied by Pacbelimex to the buyer remain the exclusive property of Pacbelimex until all amounts due have been fully paid by the buyer.

9. Unless otherwise explicitly agreed upon in writing, the buyer shall exclusively bear all taxes resulting from the sales transactions between Pacbelimex and the buyer. The buyer shall never be entitled to invoke a possible change in the amount of the taxes to terminate the agreement.

10. If the buyer refuses to respect his contractual obligations or if the buyer fails to respect his obligations towards Pacbelimex, Pacbelimex may, next to other legal remedies, opt either to dissolve the agreement entirely or partially, subject to compensation, or to

claim its forced execution. A mere communication of the explicit will of Pacbelimex shall be sufficient thereto. The agreement may be dissolved by right and without any prior proof of default or judicial intervention, after notification by registered letter by Pacbelimex. The buyer shall compensate Pacbelimex for the damages suffered, including the lost profits, the administration costs, the transportation costs, the storage costs, etc.

In the case of dissolution of the agreement, the buyer has to pay a lump sum compensation of 25% of the sales price, as a fixed compensation for the damages and costs caused by the dissolution, without prejudice to the right of Pacbelimex to claim higher damages if it can provide evidence for the higher damages suffered.

If the quantities agreed upon are not respected, and Pacbelimex sees itself obliged to look for other solutions to sell these goods, the losses suffered will have to be borne by the buyer.

Moreover, Pacbelimex shall be entitled to suspend, fully or partially, the further execution of both the agreement concerned and the other agreements.

11. All agreements concluded between Pacbelimex and the buyer are part of one global contractual relationship. If the buyer 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.

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

13. Disputes, if any, between the buyer and Pacbelimex, shall exclusively be settled by the competent courts of the judicial district of Kortrijk.

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

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

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