



1. GENERAL

1.1 These conditions apply to all offers by and all orders from one of the member companies of the Culimer Group and related companies, hereinafter described as 'Culimer' for the sale and delivery by Culimer of products (hereinafter: goods), and to all agreements with Culimer with respect thereto.

1.2 The applicability of conditions of the other party or customer (hereinafter: customer) of Culimer is hereby expressly excluded.

1.3 Provisions that deviate from these conditions may be invoked by the customer only if and to the extent that these provisions are accepted by Culimer in writing.

2. OFFERS, ORDERS AND AGREEMENTS

2.1 All offers by Culimer are non-binding.

2.2 Orders and acceptance of offers by the customer are irrevocable.

2.3 Culimer is only bound when it has accepted an offer in writing or has begun implementation. Moreover, Culimer is only bound as accepted in writing. Verbal commitments or agreements by or with its personnel do not bind Culimer, except and insofar as these have been confirmed by Culimer in writing.

2.4 These conditions apply to both changes to the agreement as well as separate agreements.

3. PRICE

3.1 Prices set by or agreed to with Culimer are net, thus exclusive of VAT, among other things, and only apply to delivery ex cold storage or warehouse of unpacked goods.

3.2 Should Culimer provide packing, packaging, loading, transport, unloading, insurance, without having expressly and in writing agreed to a price for this service, it is entitled to charge the customer the actual costs and/or its usual rates therefore.

3.3 Prices set by or agreed with Culimer are based on the cost price at the time of signing the agreement. In the event of a later increase to the cost price due to government regulations or changes in the exchange rate, for example, Culimer is entitled to charge the customer a corresponding price increase.

4. DELIVERY PERIOD AND DELIVERY

4.1 The delivery period starts after the signing of the agreement, and after Culimer has received all items, documents and data to be provided by the customer, and after any agreed advance payment has been received by Culimer, or any agreed security for payment has been put at its disposal.

4.2 Unless otherwise agreed, goods to be delivered by Culimer are deemed to be delivered as soon as they have left the cold storage or warehouse indicated by Culimer for the benefit of the customer.

4.3 Failure to deliver within the delivery period does not entitle the customer to additional or substitute damages, or to non-fulfillment of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by a written declaration, if and insofar as after the above-mentioned failure to deliver, Culimer still fails to deliver the agreed goods within a reasonable period as agreed with the customer in writing.

4.4 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure. They will also be extended by the time that the customer is delayed in the fulfillment of any obligation than is agreed to or could reasonably be expected by Culimer

4.5 Culimer has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.

5. RISK AND TRANSFER OF TITLE

5.1 Loading, dispatch or transport, unloading and insurance of the goods to be delivered takes place at the risk of the customer, even if these are handled by Culimer

5.2 All goods delivered by Culimer remain the property of Culimer until such time as the customer has paid in full all that is owed to Culimer in connection with the underlying agreement and/or earlier or later agreements of the same nature, including damages, costs and interest.

The customer has no right of retention with respect to these goods.

6. FORCE MAJEURE

6.1 Culimer is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances, due or not due to third parties and reasonably out of its control.

6.2 In the case of force majeure on the part of Culimer, its obligations are suspended. If the force majeure lasts longer than two months, Culimer and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provision of article 10.

7. WARRANTY, CLAIMS, AND LIABILITY

7.1 If the quality of the goods does not comply with the agreement, the customer must submit a claim in writing no later than 24 hours after physical acceptance of unfrozen goods and within 72 hours after delivery of frozen goods, failing which any claim on Culimer will lapse.

7.2 If the customer submits a claim as mentioned in the previous paragraph, he must give Culimer the opportunity to have the goods inspected in order to determine the (allegedly) inferior quality.

7.3 Any right to a guarantee lapses if:

- a. The goods have been improperly stored by or on behalf of the customer. Operations have been performed by or on behalf of the customer.
- b. The customer has failed to fulfill any of its obligations towards Culimer arising from the underlying agreement, or has not fulfilled them adequately or on time.

7.4 In the case of a legitimate claim submitted in a timely fashion, Culimer will either redeliver at no cost, or credit the customer as far as is reasonable in whole or in part for the invoice value of the goods in question, all of this at Culimer's option. These conditions are applicable in case of redelivery.

8. LIABILITY AND INDEMNIFICATION

8.1 Culimer's liability with regard to any defects in goods it delivers is limited to the fulfillment of the guarantee described in the previous article.

8.2 Culimer is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of Culimer or its own employees. Culimer's liability for loss of profits, consequential or in direct damages is, however, excluded at all times, except in the case of intention on the part of Culimer itself.

8.3 In all cases in which Culimer is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the goods delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of Culimer, the amount that is actually paid out by the insurer with respect thereto.

8.4 Any claim towards Culimer, except those recognized by Culimer, lapses after a period of 12 months from the time the claim arose.

8.5 Culimer Europe's employees or independent contractors brought in by Culimer for the implementation of the agreement can, towards the customer, invoke all means of defense afforded by the agreement as if they themselves were party to that agreement.

8.6 The customer will indemnify Culimer, its employees and independent contractors brought in by Culimer for the implementation of the agreement for each claim by third parties in connection with the implementation by Culimer of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from Culimer

9. PAYMENT AND SECURITY

9.1 Payment must take place within 30 days after the oldest invoice or shipment date. However Culimer is entitled at all times to claim full or partial payment in advance, and/or otherwise to obtain security for payment.

9.2 The customer relinquishes any right to set amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the customer.

9.3 If the customer does not pay any amount he owes pursuant to the foregoing, he is in default without notice. As soon as the customer is in default on any payment, all Culimer's remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes to Culimer late interest equal to the legal interest rate for trade transactions on that day increased by four points.

9.4 All legal and extra-judicial costs related to the recovery of any claim against the customer will be for the account of the customer. The extra-judicial costs will amount to at least 15 (fifteen) percent of the amount claimed.

10. RESCISSION

10.1 If the customer does not fulfill one or more of its obligations, does not fulfill them on time or adequately, is declared bankrupt, requests (temporary) moratorium, proceeds with the liquidation of its business, or if its assets are attached in whole or in part, Culimer has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.

10.2 The customer is authorized to rescind only in cases referred to in articles 4.3 and 6.2 of these conditions, and then only after payment to Culimer of all amounts owed to Culimer at the time, whether or not due.

11 DISPUTES AND APPLICABLE LAW

11.1 All disputes existing between parties shall be heard exclusively by the competent Rotterdam court, unless Culimer prefers another competent forum.

11.2 The agreement is subject to Dutch law.

11.3 Culimer and the customer explicitly agree not to refer to arbitrarily determined legal costs, but will adhere to actually paid costs for legal advice and/or expenses.