

## Tromp B.V. General Terms and Conditions of Sale

### 1. Definitions

Under these conditions is understood:

- **deliberation time:** the period within which the the buyer can use his/her right of withdrawal.
- **day:** calendar day.
- **services:** the services specified in the purchase agreement.
- **extended transaction:** a transaction over distance with regards to a series of products and/or services, from which the delivery and/or purchase obligation is spread out over a certain period.
- **sustainable data-storage medium:** every means possible which enables the buyer or seller to store the personally directed information so that it is retrievable for future consultation, and can also be copied unadulterated.
- **right of withdrawal:** the possibility for the buyer to withdraw a purchase within the set deliberation time.
- **purchase agreement:** agreement about the purchase of certain products and/or services of Tromp B.V.
- **buyer:** the party who enters into a purchase agreement with the seller (verbally, by telephone or e-mail or via the website) for the purchase of products and/or services from the seller.
- **order:** the offer made by the seller to make a purchase agreement with the buyer corresponding to these general terms and conditions of sale and to possible relevant offers of the seller. Such an offer can accepted by the seller:
  - with a written or verbal acceptance of the order; or
  - by the seller beginning to fulfill his obligations as if a purchase agreement existed.
- **offer:** selling proposition which is not binding.
- **products:** the products specified in the purchase agreement.
- **seller:** Tromp B.V. or the legal representative named by Tromp B.V. in the offer and/or order.

### 2. Identity of Seller

Tromp B.V., also under the name of Tromp:

Address of Tromp premises:	Pascalstraat 19, 8912 AT Leeuwarden, The Netherlands
Chamber of Commerce (KvK) number:	Leeuwarden 01073099
Branch number:	000017858100
VAT (BTW) number:	nl804750488B01
Quality systems:	GMP/HACCP NL10975
Telephone:	+31 (0)58 213 91 02
Fax:	+31 (0)58 213 34 22
E-mail:	<a href="mailto:info@trompbv.nl">info@trompbv.nl</a>
Website:	<a href="http://www.trompbv.nl">www.trompbv.nl</a>

### 3. Applicability

These general terms and conditions of sale apply to, and are incorporated into:

- all purchase agreements agreed upon with the seller;
- all the seller's offers and quotations;
- the deliveries and services provided by the seller.

No variations to these terms and conditions may be agreed upon other than in writing and signed by authorized representatives of the parties. Any variations to particular purchase agreements shall not apply to other purchase agreements unless expressly confirmed in writing.

### 4. Delivery

1. Stated delivery dates should be regarded as approximate only. Delivery after the stated delivery date does not entitle the buyer to any legal action.
2. The products delivered may differ from the description in the purchase agreement with respect to packaging, volumes/dimensions and composition and, provided that it does not negatively affect the normal use of the products, such differences do not entitle the buyer to any legal action.
3. Products shall be delivered as set out in the purchase agreement or, as 'Free Carrier' (FCA) to the seller's premises, in accordance with the provisions of the version of the Incoterms in effect at the time the purchase agreement was entered into. The seller may deliver the products by installments.
4. When the buyer requests that Tromp B.V. organizes the transport of the products on the buyer's behalf, the buyer is responsible for all costs and risks associated with such transport.
5. The buyer is required to accept delivery of the products by Tromp B.V. If the buyer fails to accept such delivery, Tromp B.V. may store the products, and the buyer reimburses Tromp B.V. for all related costs and expenses incurred and remains liable to pay the purchase price for the products. In such an event, Tromp B.V. may resell the relevant products at any time to a third party, in which case the buyer reimburses Tromp B.V. for any shortfall below the purchase price agreed upon in the purchase agreement with the buyer, and for all costs and expenses incurred by Tromp B.V. with regard to storage.
6. If both parties agree on any variation to the description of the products contained in the purchase agreement, Tromp B.V. may at its discretion amend the delivery date, but must provide notice about this to the buyer.

### 5. Complaints, inspection obligation and compliance

1. Prior to delivery of the products, Tromp B.V. may provide for samples to be taken, at his own expense, and may keep such samples for a period of its choosing.
2. The buyer is required to inspect products delivered by Tromp B.V. immediately on receipt; the buyer must submit complaints concerning visible defects in writing as soon as possible and not later than within 30 (thirty) days of delivery. Any failure to do so shall mean that Tromp B.V. is deemed to have met its obligations in full.
3. The buyer must submit complaints concerning invisible defects concerning the products in writing within as soon as possible and not later than within 8 (eight) days of the date on which the buyer becomes aware of or should have become aware of the defects, and no later than within 8 (eight) days of the recommended 'best before' date or, in the absence thereof, within 3 (three) months of the delivery of the products. Any failure to do so means that Tromp B.V. is deemed to have met its obligations in full.
4. If the buyer makes a complaint about the products purchased in accordance with these conditions of sale, Tromp B.V. may take one or more samples of the products. An

independent institute can be instructed by Tromp B.V. to test these samples at the buyer's expense, in order to establish whether the defects in the products claimed by the Buyer exist. Tromp B.V. instructs the independent institute on the testing methods to be followed, which are in accordance with the sampling and testing procedures customary to the industry. The independent institute's factual conclusions with respect to the defects alleged by the buyer are accepted by and binding to both parties as conclusive evidence.

5. The buyer can only return products to Tromp B.V. after receiving Tromp B.V.'s written consent. The costs of return dispatches are the responsibility of the buyer, unless otherwise agreed to in writing.
6. The buyer must submit any complaint concerning an invoice to Tromp B.V. in writing within 14 (fourteen) days of the receipt of the invoice. Thereafter, the invoice is deemed to be accurate.

## 6. Price

1. Unless explicitly stated otherwise in the purchase agreement, all prices agreed are denominated in Euros and are exclusive of VAT and any other government levies imposed which the buyer pays.
2. Prices are fixed in accordance with:
  - Tromp B.V.'s price lists, which are in effect on the date of the order from the buyer; or
  - the arrangements of the purchase agreement.
3. Prices are based on the market conditions at the time Tromp B.V. accepts the buyer's order. Tromp B.V. has the right at any time, by giving notice to the buyer, to adjust the agreed price if cost factors that (co-)determine the price are increased between the date of the purchase agreement and the delivery date. Consider such factors as the market prices of products, ingredients, raw materials, transportation, personnel costs, insurance, exchange rates, taxes and other financial charges). If the original price increases more than 10 (ten) percent, the buyer may terminate the purchase agreement with a written notice to Tromp B.V., provided that such notice is received within 3 (three) days of Tromp B.V.'s notice to increase the price.

## 7. Payment

1. The buyer pays all invoices completely within the legal period of payment of 30 (thirty) days in accordance with the payment conditions shown in the invoice. The buyer may not assert any credit, misreckoning or counterclaim.
2. Tromp B.V. is entitled to suspend performance of all its obligations to the buyer until the buyer has paid all overdue amounts.
3. In the event of failure by the buyer to pay any amount due to Tromp B.V. by installment, Tromp B.V. may charge interest and other costs accordant with the applicable legal European regulation.
4. Compliance with the buyer's obligations can be claimed on demand if the buyer is liquidated, declared bankrupt or is granted a moratorium on payments.
5. Tromp B.V. may, at its discretion at any time, demand of the buyer:
  - partial or full advance payment;
  - a (third party) guarantee;
  - that payment is made by an irrevocable letter of credit confirmed by a bank acceptable to Tromp B.V.

The buyer's failure to fulfill any of these demands entitles Tromp B.V. to suspend delivery of the products.

## 8. Reservation of ownership

1. Tromp B.V. retains the title to the products that it delivers under the purchase agreement until the buyer has paid in full (in cleared funds):

- the price of the products and/or any work performed or to be performed pursuant to the purchase agreement;
- the price of any products and/or any work performed or to be performed under any other purchase agreement;
- the price of any claims with regard to the buyer's breach of any purchase agreement.

2. Until ownership of the products transfers to the buyer, the buyer is not permitted to pledge the products or to otherwise encumber and/or to dispose of them without Tromp B.V.'s prior written consent.

Resale as part of the buyer's normal business operations is permitted, unless Tromp B.V. has notified the buyer in writing that it wishes to exercise its rights arising from the reservation of ownership.

3. The buyer is required to keep separate and identifiable the products delivered under each purchase agreement and to treat such products with reasonable care.


4. The buyer hereby irrevocably authorizes Tromp B.V. to access areas in use by the buyer in order to recover the delivered products in the event that Tromp B.V.'s rights of title are exercised. The buyer provides all assistance requested in this regard.

## 9. Liability and indemnity

1. Nothing in the purchase agreement limits or excludes Tromp B.V.'s liability for fraud or any liability.
2. Tromp B.V.'s aggregate liability with regard to all claims arising out of or in connection to the purchase agreement is limited to an amount equal to the price paid or payable by the buyer under the purchase agreement.
3. Tromp B.V.'s aggregate liability with regard to all claims arising out of or in connection to each delivery of products is limited to an amount equal to the price paid or payable by the buyer for that delivery of products under the purchase agreement.
4. Tromp B.V.'s aggregate liability in respect of all claims arising out of or in connection with the provision of a service agreed upon under the purchase agreement, is limited to an amount equal to the price paid or payable by the buyer as stated under the purchase agreement.
5. Tromp B.V. is not liable for any: - loss of (anticipated) profit ; -loss of revenue or income; - diminution of goodwill; or any indirect or consequential loss whatsoever by the buyer.
6. The buyer secures Tromp B.V. and its affiliates, employees and agents against all liabilities, costs and expenses incurred in relation to any claims from third parties arising out of or in connection with any onward supply or processing of the products by the buyer. With regard to this, the buyer must insure himself adequately.
7. The buyer is not entitled to bring a claim against Tromp B.V. arising out of or in connection with the purchase agreement, more than 12 (twelve) months after the date on which the relevant cause giving rise to a claim or on which the buyer ought reasonably to have become aware of the circumstances giving rise to a claim.

## 10. Advice, reports, etc.

Tromp B.V. provides to the best of its ability advice or other support, if requested by the buyer, but does not warrant the accuracy and completeness hereof.



## 11. Content and warranties

1. Tromp B.V. warrants that the labeling, including the 'best before' date is correctly stated at the time of production. The buyer knows that the composition of the products may change as a result of the passage of time, temperature, humidity and other environmental factors.
2. Only those warranties stated in the purchase agreement are applicable.
3. The specifications agreed upon are average values, unless otherwise stated. Test data are acquired under specific circumstances, which can result in differences per product and per circumstance.
4. The images, drawings and test results and/or samples, sizes, weight, chemical stability and other technical specifications apply as an indication and give a general impression of the product.
5. Tromp B.V. warrants that any services and products agreed upon are provided with reasonable care and skill.

## 12. Force majeure

1. Tromp B.V. is not liable for any default or delay in the performance of its obligations under the purchase agreement to the extent such performance is prevented, hindered or delayed as a consequence of any force majeure (weather, contamination, government measures, transportation restrictions, etc.).
2. In the event that a force majeure continues for a period of more than 4 (four) consecutive weeks, either party may terminate the purchase agreement by providing written notice to the other party, such notice to take effect immediately on receipt.
3. If Tromp B.V. has partially complied with its obligation when the purchase agreement is terminated because of force majeure, the buyer pays a proportional share of the agreed price on the basis of the delivered products, i.e. work already performed.

## 13. Technical and statutory requirements

1. Tromp B.V. ensures that delivered products comply with the specific technical and statutory requirements or standards as stated by Dutch law. The buyer has to ensure that the products comply with any local technical and statutory requirements in effect in the country of import. If the buyer fails to do so, he indemnifies Tromp B.V. for liabilities, costs and expenses incurred as a result hereof.

## 14. Confidentiality

1. Neither party shall disclose the other's confidential information to any third party without the prior written consent of that other party and will use such information solely for the purposes of the purchase agreement.

## 15. Governing law/jurisdiction

1. Tromp B.V. is solely bound to Dutch, or otherwise European, jurisdiction and legislation.
2. In relation to any matter arising under or in connection with the purchase agreement, the parties irrevocably agree to submit to the exclusive jurisdiction of the Dutch courts.

## 16. Final provisions

1. If any provision of the purchase agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision is severed from the other provisions of the purchase agreement and the remainder continues to be in full force and effect.

2. *The Dutch language version of these General Terms and Conditions of Sale takes precedence over any translation.*