

## **GENERAL DELIVERY CONDITIONS**

### *1. Definitions*

"the Supplier" means Robin Food B.V. Houten.

"the Client" means the person firm or company to be supplied with the Goods by the Supplier

"Goods" means the goods, materials and/or other items to be supplied pursuant to the Contract

"Contract" means the contract for sale and purchase of the Goods made between the Supplier and the Client to which these conditions apply.

### *2. Scope*

These Conditions apply to all sales of Goods by the Supplier and shall prevail over any inconsistent terms or conditions contained or referred to in the Client's order or in correspondence or elsewhere, unless specifically agreed to in writing by the Supplier and any conditions or stipulations to the contrary are hereby excluded or extinguished.

### *3. Quotations*

A quotation by the Supplier does not constitute an offer and the Supplier reserves the right to withdraw or amend the same at any time prior to the Supplier's acceptance of the Client's order.

### *4. Prices*

The prices payable for the Goods shall (unless otherwise agreed upon in writing) be the Supplier's list prices therefore at the time of dispatch.

### *5. Terms of payment*

- a. Payment of invoices shall be made without any deduction or set-off in cash so as to be received by the Supplier not later than 14 days unless otherwise agreed in writing. Supplier shall have the right to claim and be paid interest at the rate of 12,5 percent per annum calculated on a day-to-day basis on all sums due to Supplier and unpaid for the period upon which payment is due until the date upon which payment is made both before and after any judgment.
- b. Nothing herein shall entitle the Client to withhold or delay any payment due to the Supplier after the date upon which it falls due or in any way prejudice or affect Supplier's rights in relation to the said non-payment.
- c. If in the case of the Contract or any order involving more than one delivery default is made in payment on the due date the Supplier shall have the right - without prejudice to any other remedy which Supplier may have - to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Client.

## *6. Delivery*

- a. Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect and the Supplier shall not be under any liability to the Client in respect of any failure to deliver on any particular date or dates. If delivery shall not have taken place within a reasonable time the Supplier's liability shall be limited to the value of the Goods specified in the Supplier's quotation or (where there is no quotation) the Supplier's acceptance of order. The Supplier shall not be required to deliver the Goods unless the Client shall have paid all sums then due and payable by the Client to the Supplier.
- b. If the Client refuses or fails to take delivery of Goods tendered in accordance with the Contract the Supplier shall be entitled to immediate payment in full for the Goods so tendered. The Supplier shall be entitled to store at the risk of the Client any Goods of which the Client refuses or fails to take delivery and the Client shall in addition to the purchase price pay all costs of such storage and any additional cost or carriage incurred as a result of such refusal or failure.
- c. The Goods shall unless delivered by the Supplier's own transport or by a carrier on behalf of the Supplier be deemed to have been delivered and the risks therein to have passed to the Client upon their transfer to the carrier named by the Client or (in the case of delivery "ex works") upon the Supplier notifying the Client that the Goods are available for collection.
- d. Where the Goods are to be delivered by the Supplier's own transport or by a carrier on behalf of the Supplier the risk therein shall pass to the Client upon delivery. The choice of route and mode of carriage shall be at the discretion of the Supplier. The Supplier shall advise the Client of the scheduled date of dispatch from the Supplier's works and unless the Client notifies the Supplier in writing within 28 days the Supplier shall not be liable for any loss of or damage to the Goods in transit nor for failure of the Goods to be delivered and such Goods shall be deemed to have been delivered in good order and condition.

## *7. Title*

- a. Supplier has the extensive title of the Goods. If there is any invoice from Supplier to Client unpaid and will remain unpaid, Supplier has the title of all former delivered Goods in possession of Client even if these Goods are fully paid.
- b. Title to the Goods shall not pass to the Client until payment in full of the price therefore. Until such payment the Client shall have possession of the Goods as bailee for the Supplier and shall store the Goods in such a way as to enable them to be identified as the property of the Supplier provided that if the Client is purchasing the Goods for resale the Client may as agent for the Supplier sell and deliver the Goods to a third party in the ordinary course of the Client's business on condition that until such payment as aforesaid the Client shall hold all proceeds of such sales in trust for the Supplier and in a separate account. The Client hereby assigns to the Supplier all rights and claims which the Client may have against its customers arising from such sales until payment is made in full as aforesaid.

- c. The Supplier reserves the right to re-possess any Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Client hereby grants an irrevocable right and license to the Supplier's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Supplier there under or otherwise.

#### *8. Variations*

- a. Other than stock items the Supplier cannot guarantee to deliver the exact quantity of Goods, which the Client orders and deliveries are subject to a variation of plus or minus not more than 10 percent of the quantity ordered by the Client.
- b. Slight deviations in quality, symmetry, format, colour, hardness, satin-finish and opacity shall not constitute grounds for rejection of the Goods by the Client.

#### *9. Packing*

Packaging shall not be charged unless the Client requires the Supplier to use special packaging. Packaging materials as such are not returnable to Supplier.

Any fiscal packaging fees, issued by law, shall be invoiced by Supplier to Client.

#### *10. Third Party Rights*

- a. The Client shall indemnify the Supplier against any and all claims costs demands and expenses incurred by or made against the Supplier as a direct or indirect result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Client involving any infringement or claim of infringement of any intellectual or industrial property right vested in any third party.
- b. In any case where the Goods are or are capable of becoming the subject of any industrial or intellectual property right of any third party the Supplier warrants that it shall transfer to the Client only such title as it may have to the Goods.

#### *11. Warranty*

- a. All Goods are sold on the understanding that Client will independently determine that the total quality and make-up of the Goods (including all adhesives, face materials, slitting tolerances, and resistance to environmental conditions) are suitable for his particular purpose.
- b. For his particular purpose all information, recommendations and descriptive material about Supplier's Goods are based upon research and tests believed to be reliable. They are intended only as a source of information and are given without guarantee and do not constitute a warranty.
- c. No salesman, representative or agent is authorized to give any guarantee, warranty, or make any representation contrary to the foregoing.
- d. Supplier's goods are manufactured under careful quality control. Without prejudice to the above provisions, the Supplier warrants that the delivered goods are free from defects in material and workmanship. The fact that delivered goods do not meet this warranty shall be communicated in writing to the Supplier within six months after

delivery, or, if a period in deviation of this six months period has been agreed between the parties or is stated in the relevant product literature, within that period. The warranty obliges the Supplier exclusively to repair or replace the Goods, at the Supplier's option or, in the event that repair or replacement in the opinion of the Supplier is not practicable, commercially or otherwise, to issue a credit note to the client not in excess of the original purchase price of the Goods.

- e. Although supplier is certified by International Food Standards this does not automatically imply that all sub-suppliers are certified against this Standard. Supplier guarantees the manufacturing and transport under careful quality control conform requirements of the GFSI Standards.

## *12. Liability*

- a. The Supplier shall not be liable to the Client:
  - i. for shortages of quantity delivered unless the Client notifies the Supplier of any claim for short delivery within 28 days of receipt of the Goods.
  - ii. for damage to or loss of the Goods or any part thereof in transit (where the Goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier) unless the Client shall notify the Supplier of any such claim within 28 days of receipt of the Goods or the scheduled date of delivery whichever shall be the earlier.
  - iii. for defects in the Goods caused by any act, neglect or default of the Client or of any third party.
  - iv. for other defects in the Goods resulting from faulty material or workmanship unless notified to the Supplier within 28 days of receipt of the Goods by the Buyer and before the Goods are processed or used or where the defect would not be apparent on reasonable inspection within the warranty period as described in Condition 11 d.
- b. The Supplier may at its option make good any shortage or non-delivery and/or as appropriate replace or repair any Goods found to be damaged or defective by reason of faulty material or workmanship provided that as a condition thereof the Supplier may require that the Goods concerned are returned to the Supplier within 28 days of discovery of the damage or defect.
- c. The Supplier's aggregate liability to the Client whether for negligence breach of contract misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered Goods determined by net price invoiced to the Client in respect of any occurrence or series of occurrences.
- d. Subject to the foregoing all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the Goods are hereby excluded and the Supplier shall be under no liability to the Client for any loss damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Supplier its employees or agents SAVE THAT the Supplier shall accept liability for death or personal injury caused by the negligence of the Supplier.

## *13. Force Majeure*

- a. The Supplier shall not be liable to the Client for any loss or damage which may be suffered by the Client as a direct or indirect result of the Supplier being prevented, hindered or delayed in the performance of its obligations under the Contract by reason of any force majeure circumstances.
- b. In this Condition "force majeure circumstances" shall mean any Act of God, war riot, strike, lock-out, trade dispute or labor disturbance, epidemic, accident, breakdown of plant or machinery, fire, explosion, flood, drought, government action, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Supplier affecting the provision of the Goods and services hereunder or of materials therefore by the Supplier's usual source of supply or the manufacture of the Goods by the Supplier's normal means or the delivery of the Goods by the Supplier's normal route or means of delivery.

#### *14. Termination*

If the Client enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) he shall pass a resolution or the Court shall make an order that the Client shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Client or if the circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up order or if the Client takes or suffers any similar action in consequence of debt or commits any breach of any part of the Contract the Supplier may stop any Goods in transit and suspend further deliveries and by notice in writing to the Client may forthwith determine the Contract without prejudice to the provisions of Conditions 5 c and 7 b thereof and to any existing claim.

#### *15. Waiver*

The failure on the part of the Supplier to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

#### *16. Notices*

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by prepaid first class post (airmail where the addressee is abroad) telex or telegraph addressed to the party concerned at its principal place of business or last known address.

#### *17. Headings*

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

#### *18. Governing Law*

The Contract shall be governed by and construed and interpreted in accordance with Dutch law and for the purpose of settlement of any dispute arising out of or in connection with the Contract the parties hereby submit themselves to the jurisdiction of the Netherlands Courts.

