

GENERAL SALES CONDITIONS

Article 1 – General

1. In these general sales conditions “Van Eeghen” means Van Eeghen Functional Ingredients B.V. and/or Van Eeghen International B.V. and its subsidiaries and the business(es) run by it and its legal successors.
2. ‘Buyer’ means the natural or legal person who enters or wishes to enter into a contract with Van Eeghen.
3. ‘Incoterms 2010’ means the Incoterms 2010 drawn up by the International Chamber of Commerce in Paris.
4. These general sales conditions apply to and form part of all offers and quotes of and all contracts made by Van Eeghen.
5. The interpretation of what the parties agree will take place in accordance with the customs between businesses which trade in ingredients for food, health supplements and related industries as well as related items.
6. These general sales conditions have been drawn up in English. In the event of a dispute regarding the content or purport of translations of these general sales conditions, the English text will be binding and the interpretation of the text and terms will take place as much as possible in accordance with what is common in international commercial transactions.
7. Van Eeghen explicitly dismisses any applicability of general conditions applied by the buyer.

Article 2 – Offers

1. Quotes and offers made by Van Eeghen are without commitment, can be revoked by Van Eeghen at any time and will in any event lapse after two working days.
2. Illustrations, catalogues, drawings and notices relating to quality, composition, weight, dimensions, handling in the broadest sense, possible uses and characteristics of the goods made available by or on behalf of Van Eeghen are only intended to give a general impression and do not bind Van Eeghen.

Article 3 – Prices

1. All prices are in euros or another internationally traded currency and are on the basis of the agreed Incoterms 2010 delivery condition.
2. Van Eeghen has the right in the event of an increase of one or more elements which form part of the offered sales prices to pass the increase on to the buyer.

Article 4 – Contract

1. A contract is made by the verbal or written confirmation thereof by Van Eeghen but in any event at the time that Van Eeghen performs the contract.
2. Nullity or voiding of a provision of these general sales conditions will not affect the other provisions agreed by the parties.
3. Nullity or voiding of a provision of these general sales conditions will not affect the other provisions agreed by the parties.

Article 5 – Delivery and risk

1. The delivery terms mentioned by Van Eeghen are indicative and are not binding for Van Eeghen. Van Eeghen is not liable for loss arising due to failure to meet the deadline for delivery this does in no event give the buyer the right to cancel the contract.
2. Delivery by Van Eeghen and transfer of the risk with regard to the delivered goods takes place in accordance with the agreed Incoterms 2010 delivery condition.
3. Van Eeghen is permitted to deliver the goods in part deliveries. In that case Van Eeghen has the right to invoice separately and the buyer is obliged to pay these invoices as if they were invoices for separate contracts.

Article 6 – Suspension and dissolution of the contract

1. As soon as the buyer (regardless of whether this can be attributed to the buyer) is in default, does not perform his obligations under the contract, is declared bankrupt or is subject to a moratorium on payment, merges with or is taken over by another party or a decision is taken that it will be liquidated, Van Eeghen has the right to suspend the performance of all obligations with regard to the buyer and to terminate the contract if so desired or to cancel the contract or dissolve the contract by means of an extrajudicial statement without any compensation being owed therefore.
2. Every suspension right and retention right of the buyer and every right of the buyer to cancel the contract is excluded.

Article 7 – Payment

1. The buyer must see to timely payment in accordance with the agreed payment conditions, without deduction or set-off. The buyer is not entitled to suspend payment for whatever any reason..
2. If the buyer fails to see to timely payment, he will be legally in default, without any further notice of default being necessary.
3. For every payment request or demand, verbal or written, the invoice amount owing will be increased by twenty-five euros, exclusive of the VAT to be charged thereover.
4. As soon as the buyer is in default Van Eeghen has the right, without further notice, to take extrajudicial collection measures. The buyer is bound to compensate all costs related thereto. The extrajudicial collection costs will in any event be deemed to amount to 15% of the amount to be collected with a minimum of € 250, exclusive of the VAT to be charged thereover. The buyer owes the compensation for extrajudicial collection costs as of the day that he is in default.
5. As soon as the buyer is in default he is bound to pay Van Eeghen contractual interest of one percent per calendar month. The contractual interest owing will be charged over the total invoice amount including VAT, including the increase(s) pursuant to Paragraph 3 of this article, and increased by the extrajudicial collection costs owing as referred to in Paragraph 4 of this article. The contractual interest will be calculated as of the date that the buyer is in default up to the day of full payment, whereby a part of a calendar month which has started will be counted as a full month. Every time after the end of a calendar year the amount over which the contractual interest is calculated will be increased by the contractual interest owing over that calendar year.
6. Regardless of any statements of the buyer, all payments of the buyer will first be deducted from the extrajudicial collection costs owing at that time, then from the contractual interest owing at that time, and finally from the oldest invoice amount owing at that time.
7. As soon as the buyer is declared bankrupt or is made subject to a moratorium on payment, or a decision is made to liquidate the buyer, all claims of Van Eeghen will be immediately due.
8. The place of payment of all amounts on the basis of or ensuing from the contract made between the parties, of whatever nature, is the office of Van Eeghen in Amsterdam, the Netherlands.

Article 8 – Complaints

1. The buyer is obliged to inspect goods and packaging delivered upon receipt, if necessary for the execution of relevant (laboratory) tests. If the buyer is of the opinion that Van Eeghen or its supplier(s) have failed in the performance of its obligations under the contract, he must immediately inform Van Eeghen thereof in writing, substantiated with reasons, within 72 hours after receipt of the delivered goods. The buyer must send proof to Van Eeghen which demonstrates the alleged shortcomings.
2. After expiry of the term set out in the preceding paragraph, it will be deemed established between the parties that Van Eeghen has performed its obligations under the contract. The provision of counter-proof by the buyer is excluded as of that time.
3. Regardless of the preceding paragraphs of this article, it will be deemed established between the parties that Van Eeghen has performed its obligations under the contract if the buyer has used the goods, processed the goods or passed them on to a third party.
4. In no case does the buyer have the right to return the goods delivered by Van Eeghen, other than after Van Eeghen's written consent and subject to the satisfying of further conditions laid down by Van Eeghen.
5. If Van Eeghen deems any complaint well-founded, it has the right, at its election, to replace the goods in question or to credit the buyer for the relevant part of the delivery. For the rest Van Eeghen is not bound to compensate any damage, loss or costs.
6. The measurements and weights as these are set out on the invoices presented by Van Eeghen or measurement or weight notes, are deemed to be correct, unless the buyer demonstrates a deviation of more than 2% within the term set out in Article 8.1 of these general sales conditions, in which case the payment owing will be adjusted accordingly.

Article 9 – Force majeure

1. In the case of force majeure Van Eeghen has the right, without judicial intervention, to suspend the performance of the contract in whole or in part until the circumstance causing the force majeure no longer exists, or to cancel the contract in whole or in part or to dissolve it by means of an extrajudicial statement. In no case will Van Eeghen be bound to pay any compensation to the buyer.
2. Force majeure means: every circumstance which Van Eeghen could not reasonably have foreseen, which cannot be attributed to Van Eeghen or which is reasonably beyond Van Eeghen's control. In any event, force majeure includes war, risk of war, civil war, riot, flooding, water damage, fire, transport difficulties, unforeseen technical complications, disruptions in operations, strikes at Van Eeghen or at suppliers and third parties engaged by it, blockades, import and export bans, whether or not of health authorities, whole or partial seizure or expropriation of stock at Van Eeghen or at its suppliers by a civil or military authority, lack of transport capacity, non-delivery or late delivery by suppliers of Van Eeghen, machine malfunctions, destruction and other stagnation in the businesses of Van Eeghen or suppliers, as well as a scarcity, whether or not the result of price

General Sales Conditions of Van Eeghen Companies – version dated 23 October 2013

increases of the goods or government measures, whereby delivery is made permanently or temporarily impossible or is made more difficult.

Article 10 – Liability

1. Any liability of Van Eeghen for damage of any nature whatsoever is excluded, except in the event this damage was caused by intentional or wilfully reckless action of managers of Van Eeghen. This exclusion of liability for loss can also be invoked by the (former) personnel, directors and supervisory directors of Van Eeghen, third parties engaged by it, including heirs and legal successors, regardless of whether managers of Van Eeghen caused the loss due to intentional or wilfully reckless actions, except in the case of intentional or wilfully reckless action of these third parties.
2. Van Eeghen is in no case liable for:
 - a. loss arising on the part of the buyer or third parties which is the result of the provision of incorrect or incomplete documentation or information by the buyer to Van Eeghen, also when this information and documentation comes from third parties, or loss which is otherwise the result of instructions, actions or omissions of the buyer;
 - b. loss arising on the part of the buyer or third parties which is the result of an action or omission of agents or suppliers engaged by Van Eeghen, including employees of an organisation connected with Van Eeghen;
 - c. operating, indirect or consequential loss arising on the part of the buyer or third parties, including but not limited to loss due to shutdown of operations, loss of turnover or profit.
3. Any liability of Van Eeghen is in any event limited with regard to a shortcoming in the performance of the contract and/or the delivery of goods and with regard to wrongful act to the amount that the buyer paid and/or still owes with regard to the contract to which the loss-causing event relates or with which it is connected, with a maximum of the amount which is paid out in the case in question by Van Eeghen's liability insurer; if for whatever reason no payout is made under said insurance, this maximum has been fixed at € 100,000.
4. The buyer is bound to indemnify Van Eeghen against all claims of third parties (including but not limited to agents and employees of Van Eeghen and the buyer) ensuing from or connected with the contract and/or the delivery of goods, except insofar as these claims are the result of intent or wilful misconduct of managerial staff of Van Eeghen.

Article 11 – Retention of title

1. The title to the goods delivered by Van Eeghen first passes to the buyer after he has performed all his obligations to Van Eeghen, including payment of invoices, contractual interest and extrajudicial collection costs.
2. During the period that the ownership in the goods remains with Van Eeghen, the buyer is obliged to store the goods delivered subject to retention of title carefully and clearly marked as the property of Van Eeghen and he cannot transfer the goods (as security) to third parties and/or encumber it with a right of security.
3. If the buyer fails in the performance of his obligations to Van Eeghen, or if Van Eeghen has reasonable grounds to fear that the buyer will fail in the performance of said obligations, Van Eeghen has the right to retrieve the delivered goods from the buyer without prior notice, without prejudice to Van Eeghen's right to compensation.
4. If the law of the country of destination of the goods delivered by Van Eeghen has farther-reaching options for the retention of title than has been stipulated in this article, it is deemed agreed between the parties that such farther-reaching options are deemed to have been stipulated on behalf of Van Eeghen on the understanding that when it cannot be objectively determined to what farther-reaching rules this provision relates, the provisions of this article will remain in effect.
5. On Van Eeghen's first request the buyer will grant a (non-possessory) pledge on all goods in which the goods delivered by Van Eeghen have been incorporated, or of which they form part.

Article 12 – Information to be provided by the buyer

1. The buyer is bound to provide Van Eeghen in time and in the manner requested by Van Eeghen with all information and documentation which is necessary in Van Eeghen's opinion or which is legally necessary for the correct performance of the contract. If the buyer fails to provide the relevant information and documentation (in time), Van Eeghen is entitled to suspend the (further) performance of the contract until all necessary information and documentation has been provided to Van Eeghen. The buyer is furthermore bound to provide Van Eeghen with all information and documentation in respect of which the buyer knows or should reasonably know that it is necessary or useful for the proper performance of the contract. The buyer guarantees that the information and documentation which has been provided to Van Eeghen is correct, complete and reliable, even if this information and documentation comes from third parties. The buyer is bound to compensate loss arising as a result of inaccuracy and/or incompleteness of the information and documentation provided.
2. If non-performance by the buyer of the above results in delay in the performance of the contract, all (additional) costs ensuing therefrom are at the buyer's expense and the buyer will be bound to compensate Van Eeghen for all (additional) costs for (additional) work activities which are required in

Article 13 – Specifications and guarantees

1. Van Eeghen does not guarantee that the goods are suitable for the intended use or are otherwise suitable, unless it has been explicitly agreed in writing that the goods must be suitable for the intended use. The buyer is in such case obliged to explicitly indicate in writing what use the goods are intended for. Prior to delivery of the goods the buyer will inform Van Eeghen in writing of all (statutory) regulations and all, in view of the use, location and conditions, (other) requirements to be set for the goods.
2. Van Eeghen must only ensure that the goods meet those dimensions, materials, suitability, specifications, inspections, certifications, safety regulations and other requirements which have been agreed between the parties in writing. In the event the goods do not meet the agreements laid down in this article, Van Eeghen is obliged, at Van Eeghen's election, to either rectify the defect, or repay the money already paid by the client with regard to the goods in question. For the rest Van Eeghen is not bound to pay any other guarantees than those which have explicitly been agreed as such in writing between the parties.

Article 14 – Time limits

All rights of action against Van Eeghen, its employees, directors and supervisory directors, third parties engaged by it, including heirs and legal successors, will lapse upon the passing of one calendar year after the event which gave rise to the claim occurred.

Article 15 – Applicable law

All offers, quotes, assignments and all legal relationships ensuing from or connected with these general sales conditions and/or the contract are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980) is explicitly excluded.

Article 16 – Dispute resolution

1. All disputes which might arise in connection with or in relation to these general sales conditions and/or the contract or further contracts which might be the result thereof, and/or the delivery of goods, will be adjudicated by means of arbitration in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute.
2. The arbitration tribunal will consist of three arbitrators. The place of arbitration will be in Amsterdam. The proceedings will be conducted in English, unless the parties agree to conduct the proceedings in a different language. The arbitration tribunal will make its decisions on the basis of fairness. Joining of the arbitration proceedings with other arbitration proceedings as provided for in Art. 1046 of the Code of Civil Procedure is excluded. Arbitration appeal against the arbitration judgment is not possible.