

**General Conditions Pascal Processing BV**

1. Applicability
2. Quotations & agreements
3. Price & payment
4. Time of delivery
5. Delivery & storage
6. Execution of the agreement
7. Conformity
8. Passing of risk
9. Pascalisation logo
10. Liability
11. Warranty
12. Industrial property rights
13. Confidentiality
14. Force majeure
15. Termination agreement
16. Applicable law & competent court

## 1. Applicability

1.1 These general conditions ("Conditions") apply to all quotations from Pascal Processing BV ("PP") and to all agreements between PP and principal ("Principal") in respect of high pressure treatments ("Pascalisation") of products of Principal.

1.2 These Conditions also apply to services of PP.

1.3 The application of any general and/or special conditions of Principal is excluded unless PP and Principal agree otherwise.

1.4 Amendments and/or additions to any stipulations in an agreement and/or these Conditions only apply if they have been agreed upon in writing and relate exclusively to the agreement in question.

1.5 In the event that one or more stipulations from these Conditions prove to be invalid or avoid this does not affect the validity of the other stipulations.

## 2. Quotations & agreement

2.1 All quotations are valid for one (1) month, unless otherwise indicated. If the quotation contains an acceptance period, the quotation expires by law after this period.

2.2 The agreement between Principal and PP arises if PP receives a signed quotation or if PP starts with the execution of the activities which are specified in the agreement, with the express consent of the Principal.

2.3 Amendments and/or additions to an agreement bind PP after PP accepted the amendment and/or addition expressly and in writing (including e-mail).

## 3. Price & payment

3.1 Unless there is a specific price agreement between PP and Principal, prices are calculated *Ex Works* (in accordance with the latest version of the *Incoterms*). Prices are therefore without VAT, import and export costs, excise and other taxes, insurance, packaging costs and transport costs.

3.2 If PP takes care of the transport, insurance, etcetera instead of Principal without a specific price agreement, PP is entitled to charge the actual costs to the Principal.

3.3 PP will send an invoice after the Pascalisation of products or the delivering of services. The payment term for the invoice is fourteen (14) days.

3.4 Principal must pay PP statutory interest on the outstanding amount from the due date of the invoice.

## 4. Time of delivery

4.1 The delivery time will commence after formation of the agreement.

4.2 PP will always try to comply with the agreed delivery time as much as possible. The delivery time will never be considered as a strict deadline but as an indication.

4.3 In case Pascalised products can not be delivered in time because of a broken Pascalisation system, PP and Principal discuss the possibility to include the products in the product planning.

## 5. Delivery & storage

5.1 Unless agreed otherwise, delivery will take place in accordance with the commercial term *Ex Works* (in accordance to the latest version of the *Incoterms*).

5.2 Principal has got an obligation to purchase the Pascalised products at the agreed time. Principal is in default without further notice in case Principal fails to receive the Pascalised products. PP is in this situation entitled to store the Pascalised products at the expense en risk of Principal. Principals' obligation to pay remains.

## 6. Execution of the agreement

6.1 Principal determines the process conditions (pressure and hold time) for the Pascalisation of the products. These process conditions are explicitly mentioned in the agreement between Principal and PP. Adjustments in the process conditions are only valid after a written confirmation of PP and Principal.

6.2 At the request of PP, Principal supplies all necessary product information to PP for a safe Pascalisation treatment.

6.3 The products must be delivered on clean, plastic pallets without projecting parts and manageable (<20 kg, with handles) and clean plastic crates (eg CBL).

6.4 PP will return the Pascalised products in the original packaging from article 6.3, unless otherwise specified and agreed.

## 7. Conformity

7.1 Immediately after the delivery of the Pascalised products Principal will inspect the

products in a professional and thorough manner. Principal must report shortcomings in writing (including e-mail) within forty eight (48) hours.

**7.2** PP will replace the Pascalised products with shortcomings or sends a credit invoice for the amount to which the shortcoming relates, which are reported in accordance with article 7.1 of these Conditions.

## **8 Passing of risk**

**8.1** The risk will pass from PP to Principal at the time of delivery of the Pascalised products (*Ex Works*).

**8.2** In the event Principal blocks the delivery of the Pascalised products which is not attributable to PP, then the risk passes at the moment that the delivery would take place.

## **9. Pascalisation logo**

**9.1** Principal, including affiliates companies of Principal, will place a Pascalisation logo on the label of the Pascalised products.

**9.2** The Pascalisation logo will be placed on the label of the Pascalised product under the following conditions:

- The Pascalisation logo must be printed on the label in a clear visible colour.
- The Pascalisation logo must be placed nearby the ingredient declaration.
- The minimum dimension of the Pascalisation logo is 18 mm to 12 mm.

**9.3** PP will deliver the Pascalisation logo to the Principal in the format desired by Principal.

**9.4** The costs for placing the Pascalisation logo are for the account of Principal.

## **10. Liability**

**10.1** PP is never obliged to pay compensation, be liable for any indirect, incidental or consequential damages (including without limitation lost business or profits and damage of reputation) unless the damage is caused by intent or gross negligence of PP.

**10.2** The liability shall never exceed the total price of the delivered Pascalised products or services delivered by PP to which the damage relates to or when the damage is covered by the insurance of PP never exceed the amount the insurance will cover in the specific case.

**10.3** Principal shall indemnify and hold PP harmless from any third-party claims, including claims regarding product liability.

**10.4** PP is never liable for the quality of the Pascalised products, such as but not limited to taste, colour and shelf life.

**10.5** Principal is liable for damage to the Pascalisation system caused by packaging material or products provided by Principal.

**10.6** Damage caused by withholding relevant information based on article 6.1 of these Conditions, will be borne by Principal.

**10.7** PP is explicitly not liable for any consequential damage to products of the Principal arising from a defect in the Pascalisation system.

## **11. Warranty**

**11.1** PP guarantees Principal a Pascalisation treatment in accordance with the process conditions as determined by Principal (article 6.1 Conditions). At the written request of Principal, PP is able to supply a printed or digital datalog.

## **12. Industrial property rights**

**12.1** All intellectual and industrial property rights relating to the services delivered by PP belong to PP and the rights don't pass from PP to Principal.

## **13. Confidentiality**

**13.1** Principal and PP agree that any and all information regarding their business shall be deemed confidential if the nature of the information is confidential and of which the other party reasonably knows or should know that that information is confidential (such as, but not limited to, technical, financial and legal information). Principal and PP agree that they will treat the confidential information in confidence and they shall not, without the prior written consent of the other party, use or disclose the confidential information to any third party.

## **14. Force majeure**

**14.1** In the event of force majeure PP is entitled to suspend the obligations for the duration and extent of the force majeure. PP will notify Principal of the force majeure.

**14.2** Force majeure situations will concern those situations which prevent the execution of agreement between PP and Principal and which are not imputable to the concerning party pursuant to law, the agreement or

according to generally accepted standards and as a result will not be attributable to that party.

**15. Termination agreement**

**15.1** One Party can terminate the agreement in writing or suspend its obligation without further notice and/or judicial intervention and without liability for damages to the other Party in the event that Party is in state of bankruptcy or suspension of payment or in the event the business of that Party will be closed down.

**16. Applicable law & competent court**

**16.1** Dutch law applies to these Conditions and the legal relationship between PP and Principal.

**16.2** Any disputes that arise as a result of these Conditions or the legal relationship between PP and Principal will, unless the imperative rules of law dictates otherwise, be submitted to the competent court in the district of PP.