

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (version January 2018)

1. Definitions

In these conditions, the following terms have the following meanings:

- 1.1 Seller: Foodiletto
- 1.2 Purchaser: the (contractual) other party of the Seller that purchases the products, not being a natural person who is not acting in the course of a business or profession
- 1.3 Conditions: these General Conditions of Sale and Delivery.

2. Applicability of the Conditions

These Conditions apply to all offers, sales and deliveries by the Seller to the Purchaser, to the exclusion of other general conditions. The parties may depart from these Conditions only if the parties have expressly agreed to do so in writing. The Seller will not accept any reference by the Purchaser to other general conditions.

3. Offer and acceptance

- 3.1 All offers by the Seller, under whatever name and however made, are without obligation, unless it is expressly stated otherwise.
- 3.2 Orders and acceptances of orders by the Purchaser are irrevocable.
- 3.3 An agreement only comes into effect after it has been confirmed in writing by the Seller.
- 3.4 The Seller has the right to attach conditions to the execution of an order, such as requesting a down payment or advance payment.
- 3.5 As long as the Seller has not granted a credit limit to the Purchaser, goods will only be delivered against prepayment of the invoice.

4. Communication

- 4.1 All communications between the parties may be effected by electronic means, unless the law provides otherwise. If the Conditions or the agreement provide that a statement must be made in writing, this requirement is also met if the statement is effected by electronic means, unless the parties expressly agreed otherwise.
- 4.2 The Purchaser is itself responsible for saving and/or printing electronic communications, if it so requires. The version of the communication saved by the Seller serves as evidence thereof, subject to proof to the contrary by the Purchaser.
- 4.3 The electronic communication will be deemed received on the day of dispatch, subject to proof to the contrary. If the communication is not received due to problems with the Purchaser's e-mail box, the Purchaser bears the risk.

5. Prices

- 5.1 Unless the Seller has expressly stated otherwise, all prices stated by the Seller are in Euros and exclusive of sales tax and other levies imposed by the government, and transportation costs.
- 5.2 In case of an increase of the price of sold products, including an increase of one or more cost factors, in the period between the offer on the part of the Seller or the Purchaser and the effective

date of the agreement and the delivery by the Seller, the Seller will be entitled to pass the price increase on to the Purchaser. If an increase is passed on within three months after conclusion of the agreement, the Purchaser will be entitled to terminate the agreement.

5.3 The costs of or associated with delivered samples and/or models may be passed on to the (potential) Purchaser. If products are returned undamaged, carriage paid, within two months after the date of delivery of the samples and/or models, the amount passed on to the (potential) Purchaser will be credited. The (potential) Purchaser will never be entitled to retain possession of the samples and models permanently.

6. Delivery time

6.1 An agreed delivery time is only an indication. The Purchaser will never be entitled to terminate the agreement wholly or in part and/or claim damages because the Seller has exceeded the delivery time.

6.2 If an order accepted by the Seller cannot be delivered because the supplier of the Seller is not or no longer able to deliver (for whatever reason), the Seller will be entitled, but not obliged, to make the Purchaser an alternative offer. If the Purchaser does not accept the alternative offered, the Seller will be entitled to terminate the part of agreement that can not or no longer be performed, without judicial intervention being required. The Seller cannot be held liable for not delivering the order (fully).

7. Delivery and transport

7.1 The agreed method of delivery is always laid down in writing. If there is no written agreement regarding the method of delivery, it will be determined by the Seller.

7.2 If delivery carriage paid has been agreed, the products travel at the expense and risk of the Seller. In all other cases, the products travel at the expense and risk of the Purchaser.

7.3 If the means of transport is not stipulated in the agreement, it will be determined by the Seller.

7.4 The Purchaser must ensure that the consents, waivers and/or permits required for transport within the transport area are obtained. The associated costs are at the expense and risk of the Purchaser. The Purchaser is liable for any damage arising from a failure to obtain the consents, waivers and/or permits that are required for proper transport.

7.5 In case of delivery carriage paid, the Seller is obliged to transport the products as far as the vehicle can get by a decent road. The Purchaser is obliged to receive the products at the point where the decent road ends. If the Purchaser fails to take receipt of the products at that location, then the resulting costs will be at its expense, regardless of whether its failure is due to force majeure. The Seller cannot be held liable for damage occurring during unloading, unless in case of intent or deliberate recklessness on the part of the Seller.

8. Checking delivery and complaints

8.1 On receipt of the products, the Purchaser is obliged to check if quality and quantity of the products comply with the contents of the agreement.

8.2 If the check on receipt reveals a discrepancy between the quantity or number of packages actually delivered and what the parties had agreed, the Purchaser must immediately record this on the receipt.

9. Payment

9.1 If opted for payment against invoice and the Seller offers that possibility, the Purchaser shall pay the invoiced amount within fourteen (14) days after the invoice date in the manner indicated by the Seller, without deduction or setoff.

9.2 The Purchaser will be in default by operation of law, without further notice of default being required, as soon as the payment term referred to in Article 9.1 has expired. If the Purchaser exceeds

the payment term, it will owe statutory interest on the outstanding amount, within the meaning of Article 6:119a of the Dutch Civil Code.

9.3 If the claim for collection is passed on, the Purchaser must compensate the Seller for the extrajudicial and judicial costs incurred by the latter.

9.4 The Seller will be entitled to suspend its current delivery obligations and/or other obligations towards the Purchaser, or terminate the agreement wholly or in part, without prior notice of default or judicial intervention being required, as soon as the Purchaser is in any way in default with regard to its (payment) obligations. This will never result in the Seller becoming liable for damages towards the Purchaser.

9.5 Regardless of any statement to the contrary of the Purchaser, its payments to the Seller will always be applied to the longest outstanding invoice of the Seller. If more invoices have been outstanding for equal periods of time, the Seller may apply the payment at its discretion.

10. Force majeure

In all cases of force majeure, including transport difficulties, epidemics, fire, strike and lockout, operational failures, government decisions and actions, seizures of whatever nature, war (risk), state of siege etcetera, on the part of the Seller or its suppliers, the Seller will be entitled to suspend its (supply) obligations towards the Purchaser, wholly or in part, or terminate the agreement wholly or in part, without judicial intervention being required and without the Seller becoming liable for damages towards the Purchaser.

11. Retention of title

11.1 The title to the goods delivered by the Seller only passes to the Purchaser after the Purchaser has paid the Seller all (including the invoiced amount, interest and costs) it owes the Seller.

11.2 The Purchaser has no right of retention in respect of the goods delivered by the Seller.

11.3 The Purchaser may only perform such acts in respect of goods that are subject to retention of title of the Seller as are part of its normal and regular business operations, without prejudice to the provisions of Article 11.4.

11.4 So long as the title to the goods delivered by the Seller has not passed to the Purchaser, the Purchaser will not be entitled to pledge those goods or grant third parties any other right in respect of those goods.

11.5 Where appropriate, the Seller will be entitled to unhindered access to the goods delivered. The Purchaser will fully co-operate with the Seller in order to enable the Seller to exercise its retention of title by repossessing the goods.

12. Warranty and complaints

12.1 The Seller warrants to the Purchaser that the products delivered comply with the agreement.

12.2 Complaints on the part of the Purchaser on account of non-compliance or (other) defects in the products delivered must be reported to the Seller in writing within eight (8) days after receipt.

Defects that could not reasonably be found within the above-mentioned period must be reported immediately after having been found, but not later than six months after delivery of the products.

12.3 It will be assumed that the obligations of the Seller under an agreement have been properly performed when the periods specified in Article 12.2 have expired. After the expiry of those periods, the Purchaser may not submit further complaints regarding possible defects to the Seller and the Seller will be entitled to disregard such complaints.

12.4 Without prejudice to the provisions of Article 13, if and insofar as the Seller accepts a complaint under this article, it may, at its own discretion, repair the defect, replace the defective product or take back the product and credit the Purchaser for the price of the product, without the Purchaser being entitled to any further damages.

12.5 The submission of a complaint does not release the Purchaser of its payment obligations towards the Seller.

12.6 A complaint regarding a possible defect or problem will not be honoured if the Seller is not given the opportunity to investigate the complaint. At the request of the Seller, the Purchaser shall return the products to which the complaint (or a part thereof) pertains.

12.7 If there is no written agreement about the quality of the products, the products must be in line with what is customary in the market for such products.

12.8 If it has been agreed that the quality of the products must be in conformity with a sample, this sample serves to determine the average quality of the goods.

13. Liability

13.1 Unless the Purchaser can prove that damage was caused directly by intent or deliberate recklessness on the part of the Seller's management, the Seller will not be liable towards the Purchaser, its employees or third parties for direct or indirect damage or loss of any kind whatsoever in connection with the agreement or its performance.

13.2 In all cases, the Seller's liability is limited to the amount that is paid to the Seller under the relevant liability insurance, plus the amount of the excess according to the insurance policy. If the insurer of the Seller makes no insurance payment for any reason whatsoever or if the relevant liability insurance fails to provide cover, then the Seller's liability will in any event be limited to the amount of the net price agreed by the parties in the relevant agreement or – if the agreement stipulates partial deliveries – in the part of the agreement most relevant to the damage-causing events. In no event will the liability of the Seller exceed € 10.000,-- per event or series of events with the same cause.

13.3 Liability of the Seller for indirect damage, including consequential damage, lost profit, lost savings, loss of data and damage due to business interruption and idleness, is always excluded.

13.4 Any claim for damages against the Seller becomes prescribed (verjaard) by the mere lapse of one year after the event that gave rise to the claim. The Purchaser shall report such an event immediately after discovery to the Seller in writing, failing which the Purchaser's right of action becomes extinguished.

13.5 The Purchaser shall indemnify the Seller, the Seller's employees and persons involved in the performance of the agreement (including third parties engaged by the Seller) against all claims of third parties (including employees of the Seller), for whatever reason, that are in any way related to the agreement and its performance. The Purchaser will fully compensate the Seller or third parties engaged by it for damage suffered and costs associated with the aforementioned liability, if and insofar as such damage is not at the expense of the Seller pursuant to this agreement.

13.6 If the goods have not been produced by the Seller, the possible liability of the Seller towards the Purchaser is in all cases limited to the amount for which the supplier of the Seller is liable towards the Seller.

14. Packaging

14.1 The Seller may charge re-usable packaging to the Purchaser.

14.2 After return of the packaging by the Purchaser, the amount invoiced pursuant to Article 14.1 will be credited to the Purchaser.

14.3 The Seller will not be obliged to credit as provided in Article 14.2 if the Purchaser fails to return the packaging on time or in good condition, such to be assessed by the Seller.

15. Disputes

15.1 The relationship between the Seller and the Purchaser, including any disputes arising from that relationship, is governed exclusively by Dutch law, both in the pre-contractual phase and during the

term of the contract.

15.2 The District Court in Utrecht has exclusive jurisdiction to hear the disputes referred to in Article 15.1.

16. Conversion

If a provision of these Conditions is invalid or voided, the remaining provisions of these Conditions will remain in full force and the Seller and the Purchaser will enter into consultations to agree a new provision to replace the invalid or voided provision, as much as possible with due observance of object and purport of the invalid or voided provision.