GENERAL PURCHASE CONDITIONS OF HOOGWEGT CHEESE B.V.
AS FILED ON [nog invullen] AT THE REGISTRY OF THE DISTRICT COURT OF THE HAGUE UNDER NO. [nog invullen]

Clause 1 – Definitions
In these General Purchase Conditions the following definitions apply:
Hoogwegt Cheese means Hoogwegt Cheese B.V. and/or its affiliated companies;
Supplier means any party that supplies goods to Hoogwegt Cheese or performs or has agreed with Hoogwegt Cheese to perform services for it, and any party to which Hoogwegt Cheese has given an instruction of another nature;
Agreement means all agreements between Hoogwegt Cheese and the Supplier relating to the purchase of goods and/or services by Hoogwegt Cheese from the Supplier, and to any other instruction given by Hoogwegt Cheese to the Supplier, as well as all acts or juridical acts relating to the foregoing.

Clause 2 – Applicability
2.1 These General Purchase Conditions are applicable to all requests, quotations, offers, instructions, purchase orders, order confirmations, agreements and other juridical acts with respect to the supply of goods, the performance of services, the execution of instructions and the performance of other activities by the Supplier for Hoogwegt Cheese.
2.2 Any modification of or addition to these General Purchase Conditions shall be valid only if expressly agreed in writing.
2.3 General conditions of the Supplier, however described, are expressly excluded from applicability.
2.4 If the substance of the Agreement differs from the substance of these General Purchase Conditions, the substance of the Agreement shall prevail.

Clause 3 – Conclusion of the Agreement
3.1 Quotations / offers / etc. originating from the Supplier shall be irrevocable, unless the quotation / offer / etc. unambiguously shows that it is without obligation.
3.2 No Agreement between Hoogwegt Cheese and the Supplier will have come into being until Hoogwegt Cheese has expressly accepted a quotation / offer from the Supplier in writing and has issued a purchase order confirmation.
3.3 Oral orders / instructions shall only be binding on Hoogwegt Cheese if they have been confirmed by Hoogwegt Cheese in writing.
3.4 All costs involved in preparing a quotation / offer shall be borne by the Supplier.

Clause 4 – Prices
4.1 Unless expressly otherwise agreed in writing, agreed prices are inclusive of all costs and inclusive of all taxes and levies.
4.2 If the Supplier exercises a power to increase prices agreed between the parties or conferred on the Supplier by any statutory provision, Hoogwegt Cheese may dissolve the Agreement (including these General Purchase Conditions) without any notice of default and without being liable in damages.

Clause 5 – Delivery of Goods
5.1 Goods shall be delivered in the manner and at the time stated in the order / instruction / Agreement.
5.2 The Supplier shall be in default by the mere failure to meet an agreed time limit for the delivery or partial delivery of goods.
5.3 Unless otherwise agreed in writing, the Supplier shall not make partial deliveries. If the parties have agreed that partial deliveries will be made, then for the purposes of these General Purchase Conditions the term delivery includes a partial delivery.
5.4 Overruns or underruns shall only be accepted if this has been expressly agreed in writing.
5.5 The term delivery includes the delivery of all accompanying auxiliary materials and all accompanying documentation.
5.6 A delivery shall be completed at the moment when delivery has been taken of the goods by or on behalf of Hoogwegt Cheese and Hoogwegt Cheese has signed in acknowledgement of receipt. Such signing leaves intact the possibility of the delivered goods being rejected pursuant to Clause 7 of these General Purchase Conditions. Furthermore, the Supplier cannot derive any right whatsoever from the signing referred to in the first sentence of this paragraph (5.6) and such signing will therefore not prevent Hoogwegt Cheese (for example) from exercising its rights on account of inter alia a failure on the part of the Supplier.
5.7 The Supplier shall not be entitled to suspend its obligation to deliver if Hoogwegt Cheese fails to fulfil any of its obligations.

Clause 6 – Performance of Services
6.1 Services shall be performed in the manner and at the time stated in the order / instruction / Agreement.
6.2 The Supplier shall be in default by the mere failure to meet an agreed time limit for performing services.
6.3 The provision of services shall have been completed at the moment when Hoogwegt Cheese has confirmed in writing that the services have been performed or that it has approved the services performed. The Supplier cannot derive any right whatsoever from this confirmation or approval and the confirmation or approval will therefore not prevent Hoogwegt Cheese (for example) from exercising its rights on account of inter alia a failure on the part of the Supplier.
6.4 The Supplier shall not contract out the performance of services to third parties except with the prior written permission of Hoogwegt Cheese.
6.5 The Supplier is responsible for, and shall ensure the availability of the auxiliary materials, personnel and/or third parties to be used or engaged for the purposes of the services to be performed.
6.6 The Supplier shall not be entitled to suspend the performance of services in the event that Hoogwegt Cheese should fail in the performance of any of its obligations.

Clause 7 – Inspection
7.1 Hoogwegt Cheese may at all times inspect or cause the inspection of the goods delivered or to be delivered, or examine whether the supplied services have been carried out in conformity with the Agreement and these General Purchase Conditions. The Supplier shall give its full cooperation to such inspection or examination.
7.2 If any goods are rejected, Hoogwegt Cheese shall notify the Supplier. Hoogwegt Cheese shall store the rejected goods or cause them to be stored at the Supplier's expense and risk. If the Supplier has not taken back the rejected goods within 14 days after Hoogwegt Cheese notifies the Supplier that the delivered goods have been rejected, Hoogwegt Cheese may without the Supplier's permission return these goods to Supplier at the latter's expense and risk. If the Supplier refuses to take delivery of the goods, Hoogwegt Cheese may either store these goods at the Supplier's expense and risk, or sell or destroy them.
7.3 The Supplier cannot derive any right from an inspection or examination referred to in Clause 7.1. or from the fact that no such inspection or examination has taken place.
7.4 Hoogwegt Cheese is never bound by any time-limit set by the Supplier, before which Hoogwegt Cheese should let it be known that it will disapprove the delivered goods, or before which Hoogwegt Cheese should object to the delivered goods.

Clause 8 – Ownership and Risk
8.1 The ownership and risk of the goods shall pass from the Supplier to Hoogwegt Cheese at the time of delivery, unless (i) it is otherwise agreed or (ii) the goods are rejected by Hoogwegt Cheese at the time of or after their delivery (pursuant to Clause 7 of these General Purchase Conditions).
8.2 The Supplier warrants that Hoogwegt Cheese acquires the unencumbered ownership of the goods.
8.3 The Supplier hereby waives all rights and powers it has on the strength of the right of retention or the right of recovery.

Clause 9 – Packaging and Shipment
9.1 The Supplier shall pack the goods at its expense with due observance of the requirements imposed by or pursuant to statute and in a manner that is appropriate for the goods. The Supplier shall be liable for any damage caused by insufficient or inadequate packaging.
9.2 Each shipment shall be accompanied by a packing list.
9.3 The Supplier shall take back packing material on Hoogwegt Cheese's demand.
9.4 Packaging or loaned packaging will be returned at the Supplier's expense and risk to a destination to be stated by it.

Clause 10 – Payment
10.1 Payment shall be made within the agreed term of payment, provided that the goods delivered or the services performed have been approved and after receipt of all accompanying documentation including the comprehensive invoice, correctly addressed. The invoice shall always state a purchase order number and shall be sent to the mailing address of Hoogwegt Cheese.
10.2 If the Supplier fails to discharge or fully discharge any obligation under the Agreement or under these General Purchase Conditions, Hoogwegt Cheese may suspend its obligation to pay the Supplier.
10.3 Payment by Hoogwegt Cheese shall in no way whatsoever imply a waiver of any right.
10.4 Hoogwegt Cheese may at all times set off any claim of the Supplier on Hoogwegt Cheese against claims which Hoogwegt Cheese has on the Supplier on any account whatsoever.

Clause 11 – Guarantee
11.1 The Supplier guarantees that the goods to be delivered or the services to be performed will conform to the Agreement and these General Purchase Conditions. This Supplier shall in event guarantee that:
- the goods have the promised properties;
- the goods are new and free of defects and unencumbered by rights of third parties;
- the goods or services are suitable for the purpose for which the instruction/order was placed or for which the Agreement was concluded;
- the services will be carried out competently and without interruption;
- the goods or services meet the requirements laid down by or pursuant to law and/or applicable self-regulatory rules, and/or demands made by Hoogwegt Cheese, inter alia in regard to quality, health, safety, the environment and advertising;
- the goods bear a designation of the manufacturer or the person marketing the goods; and that
- the goods bear and are accompanied by all information and instructions which are necessary for their correct and safe use; and
- the goods are provided with and accompanied by all documentation requested by Hoogwegt Cheese, regardless whether that documentation was requested by Hoogwegt Cheese before, during or after entering into the Agreement.

11.2 Supplier also guarantees that inter alia (i) there will not be acted in breach of the for him prevailing legislation in the field of child labour, (ii) discrimination based on race, sex, religion etc., will not occur and that any form of discrimination will be prohibited, (iii) forced, hidden, dangerous work or community service will be out of the question, with the exception of the work of convicts whom are free to choose to work somewhere and receive a salary in conformity with the market, (iv) the employees are offered reliable and secure labour- and living conditions and (v) the right to freedom of association will be respected.
11.3 If it is found - regardless of the results of earlier inspections - that goods which have been delivered do not satisfy the stipulations of the first paragraph, the Supplier shall at its expense and on Hoogwegt Cheese's demand repair or replace the goods or make good what is missing, at the option of Hoogwegt Cheese, unless Hoogwegt Cheese prefers dissolving (ontbinden) the Agreement in accordance with the provisions of Clause 17 of these General Purchase Conditions, all the above without prejudice to Hoogwegt Cheese's other rights on account of default (including the right to damages). All costs to be incurred in this connection (including the cost of repair and disassembly) shall be borne by the Supplier.
11.4 In urgent cases and in cases where it will reasonably have to be assumed following consultation with the Supplier that the Supplier will fail to perform its guarantee obligations, Hoogwegt Cheese shall have the right to carry out the repair or replacement itself or to have the same carried out by third parties at the Supplier's expense. This shall not release the Supplier from its obligations under the Agreement and these General Purchase Conditions.
11.5 The guarantee period shall be five years after the delivery of the goods or the performance of the services, unless otherwise agreed in writing.
11.6 An agreed guarantee period shall begin to run anew after the acceptance of a carried out repair, replacement or supplemental delivery to which the Guarantee Clause applies.

Clause 12 – Improper Advantage
12.1 The Supplier declares, shall see to it and guarantees that:
- he when performing the Agreement will not in any improper or unlawful manner (have others) promote or (have others) bring about any improper advantage for Hoogwegt Cheese by inter alia – whether directly or indirectly – offering (or having others offer), promising (or having others promise), paying (or having others pay), donating (or having others donate), or accepting (or having others accept) any offer, promise or donation of any amount of money or any other advantage of which the value can be expressed in money.
- he has not made (or had others make) any of the abovementioned offers, promises, payments, donations or promises before entering into the Agreement.

12.2 The Supplier shall be held to impose the obligations referred to in Clause 12.1 to its (executive or subordinate) employees or third parties called in by him in the performance of the Agreement. The Supplier guarantees that the aforesaid employees/third parties will not act in breach of the relevant obligations.

Clause 13 – Confidentiality
13.1 The Supplier shall keep absolutely secret all information originating from Hoogwegt Cheese (including ideas, knowledge, trade secrets, data, procedures, substances, samples and the like) which comes to its knowledge in connection with the Agreement and its performance and which Hoogwegt Cheese has designated to be confidential or which the Supplier can reasonably assume to be confidential ("Confidential Information"). The Supplier shall restrict access to Confidential Information to the persons who need to know this information for the purposes of the Agreement and/or its performance. Except with the prior written permission of Hoogwegt Cheese the Supplier shall not disclose or make public the Confidential Information or any part thereof to any person, firm, company or other entity and the Supplier shall not use the Confidential Information or any part thereof for any other purpose than for the Agreement and/or its performance.
13.2 The obligation to observe secrecy of Clause 13.1 does not apply to information of which the Supplier can prove supported by documentary evidence that it:
- was fully in its possession prior to disclosure by Hoogwegt Cheese without the Supplier having an obligation to observe secrecy toward Hoogwegt Cheese or a third party; or
- already was or subsequently came to be common knowledge or available at the time of disclosure by Hoogwegt Cheese, otherwise than by an act or omission of the Supplier; or
- was acquired by the Supplier from a third party who was not bound to keep this information secret; or
- was developed independently by the Supplier without any use of information disclosed by Hoogwegt Cheese; or
- must be disclosed by the Supplier pursuant to the law, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case the Supplier shall give Hoogwegt Cheese timely written notice in order to make it possible, in consultation with Hoogwegt Cheese, to limit the extent of the disclosure by the Supplier to what is strictly required .

13.3 The Supplier shall impose the same obligation as that imposed on it by Clause 13.1 on its employees or third parties it has engaged in the performance of the Agreement. The Supplier warrants that these employees / third parties will not act in violation of the obligation of secrecy.

Clause 14 – Intellectual Property
14.1 If any goods delivered and/or services performed by the Supplier, including the accompanying documents, are subject to intellectual property rights which the Supplier can prove already existed before the Agreement became effective and were held by the Supplier, or were developed independently of the Agreement and its performance, these intellectual property rights shall vest in the Supplier. The Supplier grants Hoogwegt Cheese a nonexclusive, irrevocable, perpetual, worldwide and transferable right of use with respect to such intellectual property rights for any purpose connected with Hoogwegt Cheese's business or activities. This right of use of Hoogwegt Cheese shall include the right to grant the same right of use to its customers or potential customers or to other third parties with which it maintains a relationship in connection with the operation of its business.
14.2 The Supplier guarantees that the use (including the resale) of the goods delivered or services performed by it do not infringe any intellectual property rights or other rights or property rights of third parties.
14.3 The Supplier shall indemnify Hoogwegt Cheese against all claims from third parties arising from any infringement of the rights mentioned in Clause 14.2 of these General Purchase Conditions and the Supplier shall compensate Hoogwegt Cheese for all damage resulting therefrom.
14.4 All drawings, materials and other auxiliary materials provided by Hoogwegt Cheese or made or purchased by the Supplier at the expense of Hoogwegt Cheese, are the property of Hoogwegt Cheese and may at all times be claimed by Hoogwegt Cheese without notice. The Supplier shall administer all these auxiliary materials and keep them in good condition at its own expense and risk. It shall not use them for, or allow them to be used by third parties except with the written authorization of Hoogwegt Cheese. Clause 13 applies mutatis mutandis to all auxiliary materials referred to in this Clause 14.4.
14.5 All intellectual property rights relating to all materials, processes, data, drawings, information, reports, know-how, inventions, trade secrets, improvements, techniques and other results, together with all accompanying documentation, which come into existence in connection with or as a result of any relationship (including the Agreement) between Hoogwegt Cheese and the Supplier shall vest exclusively in Hoogwegt Cheese from the moment of their coming into existence. To the extent necessary the Supplier irrevocably transfers in advance all such intellectual property rights to Hoogwegt Cheese and for no consideration, which transfer Hoogwegt Cheese accepts. If the situation arises that an instrument or other formal act is required for any such transfer or entry in relevant registers, the Supplier hereby commits itself to cooperate unconditionally in such act or, respectively, hereby grants irrevocable power of attorney to Hoogwegt Cheese to cause such transfer or entry (or other formal act) to be effected.

Clause 15 – Liability
15.1 Any failure of the Supplier to perform its obligations shall give Hoogwegt Cheese the right to demand that the Supplier fully or partly remedy the failure in the performance and/or the consequences thereof at the Supplier's risk and expense.
15.2 The Supplier shall be liable for any and all damage suffered by Hoogwegt Cheese as a result of any failure of the Supplier to fulfil its obligations and/or as a result of any act or omission of the Supplier or its employees or third parties engaged by it. The Supplier shall be liable for both direct and consequential damage.
15.3 Without prejudice to the provisions set forth in Clause 14.3, the Supplier shall indemnify Hoogwegt Cheese against all claims of third parties in connection with the Agreement concluded between Hoogwegt Cheese and the Supplier.
15.4 The Supplier shall take out and maintain adequate insurance for the liability referred to in this Clause 15, and shall allow Hoogwegt Cheese to inspect the policy if it so desires. This obligation to insure also extends to auxiliary materials involved in the performance of the Agreement in any way whatsoever.
15.5 Hoogwegt Cheese shall not be liable for any damage suffered on the part of the Supplier, unless the damage results from intent or wilful recklessness exclusively on the part of Hoogwegt Cheese's executive staff.

Clause 16 – Force Majeure
16.1 In case of force majeure on the part of either party the performance of the Agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either party being liable to pay any compensation to the other party. If the situation of force majeure continues for more than thirty (30) days, the other party will be entitled to dissolve (ontbinden) the Agreement with immediate effect by registered letter and without recourse to the courts, without this giving rise to any right to compensation. Force majeure on the part of the Supplier shall in any case not include: lack of personnel, strikes, breach of contract by third parties engaged by the Supplier, failure of auxiliary materials, liquidity or solvency problems of the Supplier and government measures on the account of the Supplier.

Clause 17 – Dissolution (ontbinding)
17.1 Hoogwegt Cheese may, at its option, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or in part by written notice without recourse to the courts (with immediate effect and without Hoogwegt Cheese being liable to pay any compensation) in the event that:
- the Supplier fails to fulfil any of its obligations under the Agreement and/or these General Purchase Conditions;
- the Supplier applies for or is granted suspension of payments, or an application for the Supplier's liquidation is filed or a liquidation order is issued against the Supplier;
- a guardian or administrator is appointed over the Supplier;
- the Supplier's enterprise is sold or discontinued;
- permits which are required for the performance of the Agreement are revoked; or
- attachment is made on a significant part of the Supplier's operating assets.

17.2 All claims which Hoogwegt Cheese may have or come to have against the Supplier in the situations mentioned in Clause 17.1 shall be immediately due and payable in full.

Clause 18 – Assignment
18.1 The Supplier may not assign any of its rights and obligations under the Agreement and these General Purchase Conditions to third parties without the prior written permission of Hoogwegt Cheese.
18.2 The Supplier may not contract out the performance of any of its obligations under the Agreement and these General Purchase Conditions to third parties without the prior written permission of Hoogwegt Cheese.

Clause 19 – Invalidity of one or more Provisions
19.1 The invalidity of any provision of the Agreement and/or these General Purchase Conditions shall not affect the validity of the other provisions of the Agreement and/or these General Purchase Conditions.
19.2 If and to the extent that any provision of the Agreement and/or these General Purchase Conditions is invalid, or is unacceptable in the given circumstances according to criteria of reasonableness and fairness, a provision shall apply between the parties which is acceptable considering all the circumstances.

Clause 20 – Applicable Law and Jurisdiction
20.1 The legal relationship between Hoogwegt Cheese and the Supplier is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention, in this respect that the Vienna Sales Convention is applicable in case the position of Hoogwegt Cheese is favourable under the Convention rather than under the Civil Code, the Agreement and these General Conditions.
20.2 All disputes between Hoogwegt Cheese and the Supplier shall be settled by the competent court of Rotterdam, the Netherlands.

Clause 21 – Final Provision
21.1 The Dutch text of these General Purchase Conditions constitutes the sole authentic text. In the event of any differences between the Dutch text and any translation thereof into any foreign language, the Dutch text shall prevail.

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GENERAL CONDITIONS OF SALE OF HOOGWEGT CHEESE B.V.
AS FILED ON [YET TO BE COMPLETED] AT THE CHAMBER OF COMMERCE IN DORDRECHT UNDER NUMBER] [YET TO BE COMPLETED]

Clause 1 – Definitions
In these general conditions of sale the following definitions apply:
Customer means any party to which Hoogwegt Cheese supplies goods and/or for which it performs or has agreed to perform services, and any party that has given Hoogwegt Cheese an instruction of another nature;
Hoogwegt Cheese means Hoogwegt Cheese B.V. and/or its affiliated companies;
Agreement means all agreements between Hoogwegt Cheese and the Customer relating to the purchase of goods and/or services by the Customer from Hoogwegt Cheese, and any other instruction given by the Customer to Hoogwegt Cheese, as well as all acts or juridical acts relating to the foregoing.

Clause 2 – Applicability
1. These general conditions of sale shall apply to all offers and quotations of Hoogwegt Cheese, to the Agreement and to all other juridical acts between Hoogwegt Cheese and the Customer.
2. Any modification of or addition to these general conditions of sale shall be valid only if expressly agreed in writing.
3. General conditions of the Customer, however described, are expressly excluded from applicability.
4. If the substance of the Agreement deviates from the substance of these general conditions of sale, the substance of the Agreement shall prevail.

Clause 3 – Offer; Formation of the Agreement
1. Quotations and prices offered shall always be without obligation and may be subject to cancellation or modification at any time.
2. No Agreement between Hoogwegt Cheese and the Customer is considered to be concluded until Hoogwegt Cheese has expressly accepted an order or instruction from the Customer in writing or has begun fulfilling that order or instruction.

Clause 4 – Prices
1. Unless expressly otherwise agreed in writing, agreed prices are exclusive of VAT and other governmental levies.
2. Unless expressly otherwise agreed in writing, the Customer will be charged the prices set out in the most recent offer at the time of formation of the Agreement.
3. All prices of Hoogwegt Cheese shall be based on the price-determining factors known at the time of release of this offer.
4. Hoogwegt Cheese may adjust the prices or parts thereof for goods or services not yet delivered and/or not yet paid to reflect any changes in price-determining factors, such as raw material prices, wages, export subsidies, foreign exchange rates upon the expiration of three months since the conclusion of the Agreement. An increase in VAT or any governmental levy may always be charged.
5. Unless expressly otherwise agreed in writing, prices shall be ex-works within the meaning of the Incoterms 2000.

Clause 5 – Payment; security
1. Unless expressly otherwise agreed in writing, all invoices of Hoogwegt Cheese shall be paid in accordance with the terms as embodied in the offer of Hoogwegt Cheese, without any reduction or set-off.
2. In the event of late payment, the Customer will be in default by operation of law and will be required to pay statutory interest (within the meaning of Article 6:119(a) of the Dutch Civil Code) with effect from the invoice date.
3. The Customer shall pay all judicial and extrajudicial costs that Hoogwegt Cheese incurs due to the fact that the Customer fails to fulfil its obligations properly and on time.
4. In the event of late payment, the compensation payable by the Customer on account of extrajudicial costs will at least be equivalent to the collection rate recommended by the Dutch Bar Association.
5. At Hoogwegt Cheese's first request, the Customer will provide security, whether or not additional, for example in the form of a bank guarantee, for its payment of the compensation due to Hoogwegt Cheese. If Hoogwegt Cheese has sound reasons to believe that the Customer will be unable to fulfil its financial obligations, and the Customer refuses to provide additional or other security, Hoogwegt Cheese will be entitled to suspend fulfilment of the order, without prejudice to its statutory rights of suspension.
6. The Customer shall not set off any debt to Hoogwegt Cheese against a claim on Hoogwegt Cheese.
7. With respect to goods supplied or services rendered, the Customer will have no right of suspension of any of its payment obligations.

Clause 6 – Delivery; Passing of risk
1. Hoogwegt Cheese may make partial deliveries and issue partial invoices in connection with them.
2. Delivery terms and times quoted or agreed shall not be considered to be a final deadline, unless expressly otherwise agreed. The exceeding of the delivery term therefore shall not lead to a default on the part of Hoogwegt Cheese and shall not lead to any liability for compensation on the part of Hoogwegt Cheese. The Agreement cannot be dissolved due to the delivery term being exceeded, unless Hoogwegt Cheese fails to deliver within a reasonable term of which Hoogwegt Cheese is notified by the Customer in writing after expiry of the delivery term. A 'reasonable term' within the meaning of the previous sentence will be at least one month.
3. The Customer will have a purchase commitment. Hoogwegt Cheese, however, will have no obligation to supply and is thus entitled to modify or cancel any agreed deliveries, without being liable for any (possible) loss on the side of the Customer, in case external circumstances (such as, but not limited to, a change in policy of the credit insurer of Hoogwegt Cheese) make this necessary.
4. Unless expressly otherwise agreed in writing, Hoogwegt Cheese will deliver the goods ex-works within the meaning of the Incoterms 2000.
5. Unless expressly otherwise agreed in writing, the time of delivery will in all events be the time at which the goods are put on transport to the Customer, unless otherwise provided in writing. The goods will be put on transport and carried at the risk of the Customer.
6. If, for any reason whatsoever, the Customer fails to accept delivery or timely delivery of goods offered for delivery in accordance with the Agreement, all costs incurred in vain by Hoogwegt Cheese in connection with the offer and any additional costs of transport, custody and storage will be for the Customer's account. The risk will also pass at the time at which Hoogwegt Cheese offers the goods for delivery in accordance with the Agreement and the Customer fails to accept delivery for any reason whatsoever.

Clause 7 – Retention of title
1. Hoogwegt Cheese shall retain title to all goods that it delivers until the Customer has fully paid all amounts that the Customer is required to pay to Hoogwegt Cheese by virtue of the Agreement and/or other agreements, including any interest and expenses.
2. As an exception to the provisions of Clause 7(1) above, the Customer may dispose of and deliver goods that were delivered subject to retention of title as part of its normal business conduct.
3. In such cases, the Customer shall inform third parties of Hoogwegt Cheese's retention of title.
4. In the event of any failure in timely payment by the Customer, Hoogwegt Cheese will be entitled to repossess the goods subject to retention of title on its own authority for the account of the Customer regardless of where they are located. The Customer will be obliged to render its full co-operation for that purpose.

Article 8 – Complaints
1. Any complaint of the Customer regarding incorrect or incomplete fulfilment of an order shall be submitted to Hoogwegt Cheese in writing within eight (8) days of the date on which the goods were or should have been delivered or the services were or should have been rendered, subject to forfeiture of any right in relation to a failure.
2. The complaint shall include a clear and accurate description of the failure alleged by the Customer. Lodging a complaint shall not relieve the Customer from its payment obligation.
3. If Hoogwegt Cheese considers a complaint to be well founded, it will, at its option, either repair or replace the delivered goods (or rendered services) or compensate the Customer with a maximum of the invoice price paid by the Customer in connection with the delivered goods (or supplied services) (and take back the delivered goods).

Article 9 – Liability for damage
1. Hoogwegt Cheese shall not be liable for any damage suffered on the part of the Customer, irrespective of whether this damage is a result of acts on the side of Hoogwegt Cheese itself and/or entities that are engaged by Hoogwegt Cheese, unless the damage results from intent or wilful recklessness exclusively on the part of Hoogwegt Cheese's executive staff.
2. The Customer shall report the damage it has incurred to Hoogwegt Cheese in writing as quickly as possible within eight (8) days after it was occasioned or became known. Any damage not reported within this term shall not be eligible for compensation. All legal claims of the Customer against Hoogwegt Cheese will in any event expire after one (1) year, to be counted from the date on which the relevant obligation fell due under the order or the event occurred that caused the damage.
3. The Customer will indemnify Hoogwegt Cheese against all claims of third parties on any basis whatsoever in connection with goods delivered by Hoogwegt Cheese to the Customer or in connection with services rendered by Hoogwegt Cheese to the customer, unless and insofar as the Customer demonstrates that the claim of a third party is in no way related to any circumstance that falls within the Customer's scope of risk.

Clause 10 – Intellectual property
1. All intellectual property rights in respect of the goods and services shall vest in Hoogwegt Cheese. Without Hoogwegt Cheese's prior permission in writing, the Customer shall not reproduce, publish or imitate the goods in whole or in part.
2. The Customer may trade in goods originating from Hoogwegt Cheese only under the brand, logo, trade name and specifications under which the goods were delivered to the Customer. The Customer may not change the quality of the goods it purchased from Hoogwegt Cheese , including their labelling, imprints and instructions.
3. The Agreement does not contain any assignment of any intellectual property rights as part of the delivery of the goods to the Customer or the services rendered to the Customer and the related documents.

Clause 11 – Confidentiality
1. The Customer shall keep absolutely secret all information (including ideas, knowledge, trade secrets, data, procedures, substances, samples and the like) originating from Hoogwegt Cheese which comes to its knowledge in connection with the Agreement and its performance and which Hoogwegt Cheese has designated to be confidential or which the Customer can reasonably assume to be confidential ("Confidential Information"). The Customer shall restrict access to Confidential Information to the persons who need to know this information for the purposes of the Agreement and/or its performance. Except with the prior written permission of Hoogwegt Cheese the Customer shall not disclose or make public the Confidential Information or any part thereof to any person, firm, company or other entity and the Customer shall not use the Confidential Information or any part thereof for any other purpose than for the Agreement and/or its performance.
2. The obligation to observe secrecy referred to in Clause 11.1 does not apply to information of which the Customer can prove - supported by documentary evidence - that it:
- was fully in its possession prior to disclosure by Hoogwegt Cheese without the Customer having an obligation to observe secrecy toward Hoogwegt Cheese or a third party; or
- already was or subsequently came to be common knowledge or available at the time of disclosure by Hoogwegt Cheese, other than by an act or omission of the Customer; or
- was acquired by the Customer from a third party who was not bound to keep this information secret; or
- was developed independently by the Customer without any use of information disclosed by Hoogwegt Cheese; or
- must be disclosed by the Customer pursuant to the law, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case the Customer shall give Hoogwegt Cheese timely written notice in order to make it possible, in consultation with Hoogwegt Cheese, to limit the extent of the disclosure by the Supplier to what is strictly required.

3. The Customer shall impose the same obligation as that imposed on it by Clause 11.1 on its employees or third parties it has engaged in the performance of the Agreement. The Customer warrants that these employees / third parties will not act in violation of the obligation of secrecy.

Clause 12 – Force majeure
1. In the case of force majeure on the part of either party the performance of the Agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either party being liable to pay any compensation to the other party. If the force majeure situation is reasonably expected to continue for more than three (3) months or has already lasted for three (3) months, the other party may dissolve the Agreement by registered letter effective immediately and without recourse to the courts, without thereby creating any rights to compensation. Force majeure on the part of the Hoogwegt Cheese shall in any case include:
a) circumstances relating to persons and/or material of which Hoogwegt Cheese avails itself or customarily avails itself to perform the Agreement, of such nature as prevents performance of the Agreement or makes it so objectionable and/or unreasonably costly for Hoogwegt Cheese that Hoogwegt Cheese can no longer be required to perform the Agreement or to perform it immediately;
b) illness amongst the staff of Hoogwegt Cheese, production breakdowns or production cut;
c) strikes;
d) export and/or import restrictions, governmental measures of any kind;
e) the circumstance that any performance that is relevant for Hoogwegt Cheese's own performance is not rendered or is not rendered properly or on time;
f) war, riots and similar.

Article 13 – Suspension; dissolution
1. Only Hoogwegt Cheese may, at its option, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or in part by written notice without recourse to the courts (with immediate effect and without Hoogwegt Cheese being liable to pay any compensation) in the event that:
- the Customer fails to fulfil any of its obligations under the Agreement and/or these general conditions of sale;
- the Customer applies for or is granted a suspension of payments, or applies for or is declared bankrupt;
- the Customer is placed under legal guardianship or administration;
- the Customer's enterprise is sold or discontinued;
- permits which are required for the performance of the Agreement are revoked; or
- an attachment is levied on a significant part of the Customer's operating assets.

2. All claims which Hoogwegt Cheese may have or come to have against the Customer in the situations mentioned in Clause 13.1 shall be immediately due and payable in full.

Clause 14 – Assignment; outsourcing
1. The Customer may not assign any of its rights and obligations under the Agreement and these general conditions of sale to third parties without the prior written permission of Hoogwegt Cheese.
2. The Customer may not contract out the performance of any of its obligations under the Agreement and these general conditions of sale to third parties without the prior written permission of Hoogwegt Cheese.

Clause 15 – Invalidity of one or more provisions
1. The invalidity of any provision of the Agreement and/or these general conditions of sale shall not affect the validity of the other provisions of the Agreement and/or these general conditions of sale.
2. To the extent that any provision of the Agreement and/or these general conditions of sale is invalid, or is unacceptable in the given circumstances according to the principles of reasonableness and fairness, a provision shall apply between the parties which is acceptable considering all the circumstances.

Clause 16 – Applicable law and jurisdiction
1. The legal relationship between Hoogwegt Cheese and the Customer is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention, unless the position of Hoogwegt Cheese under the Vienna Sales Convention is better than its position under the Dutch Civil Code, the Agreement and these general conditions of sale.
2. All disputes between Hoogwegt Cheese and the Customer shall be settled by the competent court of Rotterdam.

Clause 17 – Final provision
1. The English text of these general conditions of sale constitutes the sole authentic text. In the event of differences between the English text and a translation into a foreign language, the English text shall prevail.