

GENERAL CONDITIONS

Article 1 – Scope of Application – Conditions

- 1.1 BEE&CEE Foods (referred to hereinafter as BEE&CEE), with principal office at 2970 Schilde at Torfheidedreef 8 and with enterprise number 0816.984.082 is a trader in foodstuffs and ingredients that supplies its contacts in the Retail sector with high quality products and outstanding service, keen pricing, flexible production and reliable logistics.
- 1.2 All commercial relations with BEE&CEE are governed by 1) the written order confirmation emanating from BEE&CEE, 2) the order placed by the customer via the website or by email, 3) by these General Conditions and 4) Belgian law.
- 1.3 By placing an order the customer confirms that it is fully aware of the General Conditions of BEE&CEE and that it accepts same.
- 1.4 The General Conditions of BEE&CEE always take priority over the general conditions of the customer even should the customer state that its own general conditions shall be regarded as the sole validly applicable conditions.
- 1.5 Any invalidity of one or more clauses of these General Conditions shall in no way diminish the validity or applicability of any of the other clauses and/or the remainder of the provision concerned.
- 1.6 These General Conditions do not in any way diminish the legal rights which are granted by mandatory law to the customer/consumer pursuant to Belgian law on the protection of consumers.

Article 2 – Formation of the Contract

- 2.1 The contract is formed only after the written or electronic confirmation of the order by a person authorized to bind BEE&CEE in law or by the performance of the contract by BEE&CEE.
- 2.2 BEE&CEE reserves the right at all times to request additional information concerning the customer, its company, activities or creditworthiness, before proceeding to the acceptance of the order. In the absence of the customer's cooperation with such, the order may be refused.
- 2.3 BEE&CEE has at all times the right to request a deposit. In that case the obligations of BEE&CEE in respect of the customer shall be suspended in their entirety without any right to recourse against BEE&CEE as long the deposit concerned has not been paid in full.
- 2.4 All deliveries of products and/or every performance of services that are not explicitly provided for in the written contract between BEE&CEE and the customer or in the absence of such contract in the order confirmation emanating from BEE&CEE are held to be additional orders and/or services requested by the customer and are charged as such to the customer.

Article 3 - Prices, non-availability and amendments

- 3.1 All prices are expressed in euros, exclusive of VAT, administrative and delivery/shipping costs unless expressly stated otherwise.
- 3.2 Exchange rate fluctuations, increases in product prices, prices of supplies and raw materials, wages, salaries, social charges, costs imposed by the authorities, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums arising between the time of the order confirmation and the definitive delivery

of the products and/or services give BEE&CEE the authority to impose a proportionate increase in price.

- 3.3 The goods and services are charged on the basis of the price applicable at the time of delivery.
- 3.4 BEE&CEE has the right to make changes or additions to the product and/or components of any particular product should it not be in stock or in the event of a technical change to the product or to the economic conditions. In such cases BEE&CEE makes every effort to deliver a product that is as closely equivalent as possible.
- 3.5 The online product offer applies within the express limits of the stock available in our warehouses or in those of BEE&CEE's suppliers. Should the product not be available BEE&CEE shall return any payment that may have been made by the customer.
- 3.6 BEE&CEE is IFS Broker certified. Should certain BEE&CEE suppliers not be IFS certified, BEE&CEE aims that other GFSI certifications are in place. BEE&CEE reserves the right to include niche products from non-certified sources whilst taking all necessary precautions to manage any risks that this may present.

Article 4 – Delivery

- 4.1 Except in the event of agreement otherwise and without prejudice to Article 4.2 of these General Conditions deliveries are made in accordance with Incoterm CPT (Carriage Paid To), which implies that the risk of the goods is transferred as soon as the goods are delivered to the first carrier at a point unilaterally decided by BEE&CEE. In the event of urgent deliveries the additional costs are for the customer.
- 4.2 Should BEE&CEE and the customer agree that the customer is to come and collect (a part of) the purchased products, the customer is required to collect the products itself at its own expense and risk at the time and place indicated by BEE&CEE.
- 4.3 BEE&CEE shall take all reasonable measures in order to deliver the ordered products in good time. The quoted delivery and performance times are merely indicative. They do not constitute an essential element of the obligations of BEE&CEE in respect of its customers and do not constitute an obligation of result on the part of BEE&CEE. No delay in delivery whatsoever can give rise to the payment of any compensation for loss or to the cancellation of the contract between BEE&CEE and the customer. Changes in the request for prices and/or order of the customer, amendments to the written contract between BEE&CEE and the customer, as well as changes to the order confirmation emanating from BEE&CEE shall have as automatic effect that the initially proposed probable delivery times lapse.
- 4.4 BEE&CEE reserves the right to make partial deliveries. These cannot give rise to the payment of any compensation for loss or to the cancellation of the contract between BEE&CEE and the customer.

Article 5 – Visible defects and complaints

- 5.1 BEE&CEE guarantees in respect of its products no more than what is mentioned in the relevant product specification of BEE&CEE. BEE&CEE does not guarantee that its products are suitable for any purpose or application intended by the customer, except when such is expressly agreed otherwise in writing.
- 5.2 BEE&CEE guarantees the quality and freshness of its products on condition that the customer keeps the products in suitable conditions and in their original (unopened) packing.
- 5.3 Immediately after delivery the customer must carry out a first inspection relating to the quantity, weight, conformity of the delivery, and visible defects. The customer must

inform BEE&CEE on pain of the lapse of its rights of any observable divergences in writing immediately after the delivery.

- 5.4 Should no complaints relating to non-conformity and/or visible defects be reported immediately after delivery, the customer shall be held to have approved and accepted the delivery.
- 5.5 Should the customer determine any defect, the customer is then required to suspend with immediate effect the use of the products concerned, as well as to conserve the products in an appropriate fashion on pain of the unacceptability of the complaint. Should BEE&CEE so request, the customer must return the defective products to BEE&CEE at an agreed location so that BEE&CEE is able to determine the defects for itself and determine the cause of same.
- 5.6 Every claim for indemnification by reason of non-conformity and/or visible defect shall fail upon the processing, use or consumption [of the goods] by the customer or in the event of an inappropriate conservation of the products or loss caused by force majeure/hardship.
- 5.7 The guarantees that BEE&CEE offers the customer remain limited to the replacement or recovery (either wholly or in part) of the defective or non-compliant products and the reimbursement of the customer.

Article 6 – Brochures, newsletters, advertising announcements

Brochures, newsletters, folders and other advertising announcements, as well as all statements on the website www.beeceefoods.com and www.beeceefoods-retail.com are entirely free of obligation and are to be regarded only as an invitation to the placement of an order by the customer.

Article 7 – Reserve of ownership and property rights to rented products and products made available

- 7.1 All delivered products remain the property of BEE&CEE until the moment of the payment in full of the principal, the interest, costs, taxes and all other appurtenances.
- 7.2 The ancillary equipment used by BEE&CEE for the transport of the products, such as containers, trays, pallets, etc. remain the sole property of BEE&CEE, even should they for practical reasons remain with the customer.
- 7.3 The customer should do all that may be reasonably expected of him in order to secure the property rights of BEE&CEE to property that is unpaid, rented and/or made available. Consequently the customer must immediately inform BEE&CEE should third parties wish to impose a seizure on these goods or wish to establish or assert rights in their respect.

Article 8 – Invoice and Payment

- 8.1 All customers must pay their orders immediately upon delivery by Bancontact (debit card).
- 8.2 Professional customers have the ability to submit an express request to BEE&CEE to send them an invoice that they must pay within eight (8) calendar days of the invoice date by means of a bank transfer in favour of BEE&CEE.
- 8.3 Invoices may only be protested by registered letter sent within seven (7) calendar days of the invoice date, mentioning the invoice date, the invoice number and stating the reasons in detail. The fact of the submission of such a protest does not in any way diminish the obligation to pay on the part of the customer.

- 8.4 The unconditional payment of a part of the amount of the invoice is held to be an express acceptance of the invoice.
- 8.5 Part payments may be accepted subject to the express agreement of the person authorized to bind BEE&CEE in law. Such part payments shall then be accepted subject to all reserve and without any disadvantageous acknowledgement. They shall first be set against the collection costs, and then against any contractual penalties, the outstanding interest and finally against the principal, whereby priority shall be given to the principal of the bill that has been the longest outstanding.

Article 9 – Consequences of late payment or non-payment

- 9.1 When a private customer (consumer) does not pay for the order immediately upon delivery (see Article 8.1) BEE&CEE shall be entitled not to hand over the order to the customer.
- 9.2 With respect to professional customers it is so that each invoice that remains unpaid either wholly or in part on the due date is automatically subject without prior notice of default to interest for late payment of 1% for each month that is in arrears, where every month commenced shall be regarded as a full month. Moreover the outstanding amount shall be increased by all the costs of BEE&CEE associated with collecting the debt, as well as by a sum equal to 15% of the amount of the invoice, with a minimum of € 50 (exclusive of VAT) by way of contractual compensation, without prejudice to the right of BEE&CEE to claim greater compensation in the event of proven loss.
- 9.3 In the event of late payment or non-payment BEE&CEE reserves the right to suspend all deliveries immediately and to regard all other orders as having been cancelled without any formal notice being necessary and in which case the contractual compensation as provided by Article 10.2 of these General Conditions shall apply.

Article 10 – Cancellation

- 10.1 BEE&CEE reserves the right to cancel the contract between BEE&CEE and the customer and/or the order of the customer either wholly or in part without any form of compensation or any right of recourse against BEE&CEE in the event of difficulties encountered by the suppliers and/or producers and/or if certain products or the components of particular products are not in stock.
- 10.2 Every cancellation of an order placed by a customer must be made in writing in good time and must be accepted by BEE&CEE. In the event of a late cancellation of the order even with the express and written consent of BEE&CEE, the customer shall be liable for contractually agreed compensation of 20% of the value of the order notwithstanding the express right of BEE&CEE to claim greater compensation in the event the loss is shown to be greater.

Article 11 – Undertakings and Liability

- 11.1 The undertakings of BEE&CEE are limited to the exact performance of its obligations such as described in the written contract between BEE&CEE and the customer or in the order confirmation emanating from BEE&CEE. Should there be neither a written contract drawn up between BEE&CEE and the customer, nor mention of an order confirmation emanating from BEE&CEE, the liability of BEE&CEE remains limited to the performance of the written order of the customer.
- 11.2 The general liability of BEE&CEE is limited to the liability that is imposed as mandatory by the law and is in any case limited to the lowest of the following two

amounts: 1) the respective amount of the invoice of the delivery concerned or 2) any amount that, should the case arise, be paid out further to the Civil Liability exploitation policy entered into by BEE&CEE.

- The liability of BEE&CEE with respect to products that are resold is limited to its liabilities as reseller, without it being possible to claim on BEE&CEE in connection with any loss other than that relating to the conformity of the delivery.

All complaints and/or loss other than those relating to the conformity of the delivery fall exclusively under the responsibility of the producer(s) and/or suppliers from whom BEE&CEE has purchased the products concerned. At most the customer shall have the ability to invoke such complaints and/or losses during a period equal to the period of guarantee offered by the respective producer or supplier to BEE&CEE. Should the customer inform BEE&CEE correctly, in due time, and in accordance with the General Conditions, of a complaint and/or loss other than in connection with the conformity of the delivery, BEE&CEE shall pass on this complaint directly to the respective producer or supplier. During the further handling of the complaint or loss procedure BEE&CEE shall act merely as an intermediary between the customer and the respective producer or supplier. The responsibility of BEE&CEE in this respect remains limited to the transmission of information between on the one hand the respective producer or supplier and the customer on the other hand, without BEE&CEE being able to be held liable in any way whatsoever in respect of the effective complaint and/or loss.

- 11.3 BEE&CEE shall in no case be liable for indirect loss, such as loss of sales, diminished profits or increased general costs.
- 11.4 BEE&CEE is equally not liable for any loss that is directly or indirectly caused by the customer and/or third parties, loss arising from the incorrect and/or inappropriate use of the purchased products and/or loss arising from the non-compliance of the customer and/or his personnel and/or employees with the legal and/or other obligations including the safety instructions and any instructions for use of the respective products and/or supplier and this regardless of whether the loss was caused by an error or by negligence.
- 11.5 Should the liability of BEE&CEE with respect to a particular product be established, BEE&CEE shall only be required to replace the product concerned or should such not be possible to reimburse the price of such.

Article 12 – Indemnification

- 12.1 The customer shall hold BEE&CEE entirely free and defend same against all claims and proceedings, including the claims and proceedings of third parties that may arise from, or be the consequence of any action or negligence of the customer contrary to the written contract between BEE&CEE and the customer, the order confirmation emanating from BEE&CEE, these General Conditions and/or other legal obligations of the customer.
- 12.2 The customer shall indemnify BEE&CEE for all loss, including legal and other costs arising further to its defence in respect of the content of Article 12.1 of these General Conditions.

Article 13 – Force Majeure and Hardship

- 13.1 BEE&CEE is not liable for any shortcoming in the performance of its obligations that is caused by force majeure or hardship.
- 13.2 Force majeure and hardship are among other things understood as follows: non-availability and/or scarcity of certain materials, shortage of raw materials, exchange rate

fluctuations, increase in material prices, prices of supplies and raw materials, wages, salaries, social charges, costs imposed by authority, levies and tax, transport costs, import and export duties or insurance premiums, ice formation, exceptional weather conditions, strike, mobilization, war, sickness or accident, disruption of communications and information technology, government measures, export prohibition, delays in supply, transport and/or obstacles to movement, including a lack of or the withdrawal of transport facilities, barriers to export, barriers to import, breakdown, traffic jams, terror, etc. This summary is given merely by way of example and is by no means exhaustive.

- 13.3 In the event of force majeure or hardship BEE&CEE acting as it chooses and sees fit may without any prior formal notice of default or judicial intervention being required for such and without any right of recourse against BEE&CEE: 1) propose to the customer that it shall replace the missing products and/or components with functional equivalents; 2) temporarily suspend the performance of its obligations; 3) terminate the contract between BEE&CEE and its customer extrajudicially; and/or 4) invite the customer to renegotiate the contract between BEE&CEE and itself.

Article 14 – Netting

- 14.1 In accordance with the provisions of the Law on Financial Sureties of 15 December 2004, BEE&CEE and the (professional) customer automatically and by action of law compensate and set against one another all current existing and future debts in respect of each other.
- 14.2 This debt equalization shall in all cases be valid in respect of the receiver and the other general creditors, who shall not be able to oppose the debt equalization applied between BEE&CEE and the customer.

Article 15 – Courts with Jurisdiction and Applicable Law

All disputes between BEE&CEE and the customer fall under the exclusive jurisdiction of and shall be settled by the authorized courts of the place of the principal office of BEE&CEE, unless BEE&CEE should elect to submit a dispute to the jurisdiction of the authorized court of the place of the principal office or domicile of the customer.

It is therefore expressly provided in principle between parties that all disputes fall under the exclusive jurisdiction of the Courts at Antwerp as well as that in doing so Belgian law is exclusively applicable.

Article 16 – Personal Details

Your personal details are processed in accordance with our privacy statement.

Article 17 – Language

The original language of the General Conditions is Dutch. Translations of same and documents drawn up in another language are provided merely as a concession to the convenience of the customer.