

General Sales and Delivery conditions for Crispy Foods A/S (hereinafter referred to as "the seller").

§ 1. The following General Sales and Delivery Conditions shall apply to the extent that they are not waived by written agreement between the parties hereto.

§ 2. ENTERING INTO AGREEMENT Offers submitted by the seller are subject to prior sale. Offers submitted are valid for 8 days, unless otherwise stated in the offer.

§ 3. PRICES

Unless otherwise agreed, all prices are exclusive of VAT and taxes. All prices include standard packaging such as, for example, pallets, but excluding freight, VAT, customs or other government charges. All stated prices, including prices agreed on deliveries of current contractual relationship, are subject to change of any kind in the seller's costs associated with the delivery, including changes in material prices, prices from suppliers, changes in taxes, price fluctuations, wage changes, etc.

§ 4. DELIVERY AND TRANSFER OF RISK Delivery is Ex Works (Incoterms 2010). Buyer shall be liable for delivery on delivery. Shipping occurs at the buyer's risk and expense. Seller may agree to provide concrete help to send the goods, if this is done in writing in each case and always at the buyer's risk and expense. Seller is not responsible for damage in transit.

§ 5. DELIVERY TIME

The specified delivery time is approximate and subject to delay due to any factor beyond the seller's control, including strikes, lockouts, war, mobilization, seizure, currency restrictions, transportation barriers, restrictions on fuel, fire, failure or defective deliveries from subcontractors. Delivery time will, in such a case, be postponed by the duration of the hindrance, corresponding to the number of days.

Delivery to the postponed delivery date is considered in all respects as timely. If there is a delay for reasons other than mentioned above, the buyer will not be justified to cancel the contract in whole or in part, or resort to other remedies for breach against the seller, unless the delay may be considered as significant and the seller thereafter did not make delivery within 7 days of receipt of a written notice from the buyer's side. The delay also applies to seller's limitation of liability pursuant to § 9.

§ 6. PAYMENT

Payment must be made not later than the payment date specified in the invoice. If the buyer does not pay on time, the seller is entitled to claim an interest on the amount due at 2% per month of the remaining balance, from the time of delivery until payment is made. If the buyer thinks to have a claim that can be used to set off the purchase price, the buyer is only be entitled to perform offsetting after the seller's prior written consent. **A/S Crispy Food International** Blommeskoven 2 - DK-4281 Goerlev Tel. +45 58 87 05 00 - Fax: +45 58 86 00 22
Email:crispy@crispyfood.com - www.crispyfood.com CVR no. 73793319

§ 7. RETENTION OF TITLE

The seller retains title to the goods sold until full and final payment has been made.

§ 8. DEFECT

The buyer is requested, immediately when what is sold comes into his possession, to make such investigation as the good business practice requires. Complaints must be made within 72 hours after a defect or breakage is discovered by the buyer. If the buyer fails to claim as stated, he may not challenge defects. The seller is not in any event be liable for defects claimed later than 6 months after delivery has been made.

If the seller, upon receipt of the complaint, offers to remedy the defect within a reasonable time, but in less than 14 days, the buyer cannot claim a breach of contract. Moreover, with the defects, the seller's limitation of liability becomes applicable, pursuant to § 9.

§ 9. LIMITATION OF LIABILITY

The seller may, in no case, for whatever reason, be held responsible for the buyer's loss of profits, penalties and other claims by third parties, or other indirect loss and / or consequential damages of any kind. The seller's total liability for damages cannot exceed an amount equal to the invoice amount excluding VAT, for the supply, as concerning liability for damages, but up to a maximum of DKK 100,000.00.

§ 10. PRODUCT LIABILITY

At any time, applicable mandatory rules of the Danish law hold good for product liability. In addition, the seller is not liable for damages of any kind caused by the product sold, for any reason.

§ 11. APPLICABLE LAW AND JURISDICTION

Danish law shall apply to the parties' agreement. In the event of a disagreement between the parties to the agreement, the dispute must be settled by the Maritime and Commercial Court or - if the Maritime and Commercial Court cannot deal with the dispute in the first instance - by the Court of Holbæk.

§ 12. AGREEMENTS RELATING TO PRIVATE LABEL AND OTHER CUSTOM PRODUCTS

Should the seller deliver to the buyer in accordance with a specific agreement, following provisions shall apply, together with the other provisions contained in this sales and delivery terms. **A/S Crispy Food International** Blommeskoven 2 - DK-4281 Goerlev Tel. +45 58 87 05 00 - Fax: +45 58 86 00 22 Email:crispy@crispyfood.com - www.crispyfood.com CVR no. 73793319

§ 12 a. Warehousing of raw materials and packaging

If the seller is obligated under the agreement between the parties, to hold the stocks of the private label and other customized products, it implies that the seller must hold the stocks of raw materials and packaging for the manufacture of those products. In these cases, the buyer shall forward, on a monthly basis, forecasts of expected future sales to the seller for a rolling three-month period. So that, the seller can, based on these forecasts, customize the stock. In case, the buyer had to change the packaging, content or withdraw in product, the buyer is obliged to purchase the seller's stock of redundant packaging, format parts, raw materials, etc., at cost price.

§12b. Delivery

Delivery is expected to take place in 4-5 weeks from the time of buyer's order, unless agreed otherwise.

§12c. Price

The price of goods is in accordance with the procedures agreed between the parties. Any additional cost associated with the production of private label and other customized products, which are not taken into account in the agreed price, including in connection with the buyer's change of packaging, raw material composition, prescriptions, etc., be borne by buyer in an amount which will cover the seller's costs involved.

§12d. Quality assurance

The seller is FSSC 22000 certified. Audits of the seller shall be conducted by appointment.

§12e. Intellectual property rights and ownership

Unless otherwise expressly agreed, the agreement between the parties implies no transfer of intellectual property rights. Ownership of tools, moulds, etc., delivered by the buyer to the seller for the production of private label and other customized products, continues to be with the buyer, unless otherwise agreed between the parties, in writing.

§ 12f. Termination of agreement

Unless otherwise agreed, either party may terminate before the end of a calendar year the private label agreement and agreements on production of other customized products, with 3 months' notice. Upon termination, regardless of the reason, the buyer is obliged to purchase any stocks of finished products and raw materials, packaging, format parts, and all other materials, purchased separately by the seller, as part of the agreement. In this regard, the buyer pays normal price according to the price agreement for finished goods and cost price for raw materials, format parts, etc.