

GENERAL TERMS OF SALE

Article 1 The following standard conditions of sale always apply with the company Barts Potato Company.

Article 2 All disputes shall be referred to the Courts of the arrondissement of Ieper or, at our discretion, to the Courts having jurisdiction at the buyer's domicile.

Article 3 All sales of the company Barts Potato Company fall under the implementation of the RUCIP conditions, with the exception of article 31 (compromise clause) of the First Part, and of the Third Part (Rules for arbitration) of the same RUCIP rules (version 1 March 2006), and of everything stipulated to the contrary below.

Article 4 Overdue deliveries do not give the customer any rights to rescission or damages. If any explicit delivery time fails, it will be determined at 4 months.

Article 5 The goods are delivered and accepted upon leaving the warehouses or the place indicated by the seller. The buyer has always the possibility being represented there for means of control of the merchandise.

All goods travel completely and always at risk of the co-contractor, although the property reservation in the advantage of Barts Potato Company. The risk passes on to the buyer as from shipment out of the warehouses or out of the place indicated by the seller. This term even applies in case of INCO terms.

Article 6 All complaints must be formulated in accordance with the RUCIP conditions. In case of well-founded complaints, Barts Potato Company reserves the right to replace the goods, both in case of externally apparent or hidden defects, in which case the customer renounces all claims with regard to us. This applies also to contracts consisting of several partial deliveries. The defects of one or several partial deliveries do not relieve the customer of the obligation to accept further deliveries which are determined contractually. Returning of the goods can only be done if permitted by us in writing and does not imply any acknowledgement on our behalf. This must take place in the original packing and free of all charges.

Our liability can never surpass the invoiced value, excluding VAT.

Article 7 All payments must be made at the registered office of the company Barts Potato Company.

Invoices which have not been paid on the maturity date become legally and without formal notice subject to a moratory interest of 1% for every new month. In addition, in case of non-payment of the invoice within 2 weeks after the sending of the formal notice, the amount of the sum total will be raised by a flat rate of 10 % of the sum total, with a minimum of 50,- Euro, to compensate for the extrajudicial collection charges of the claim (as there are: personnel costs, administration costs, management and maintenance expenses of the file, influence on the financial management etc.)

Article 8 Should an invoice remain unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original date of maturity. The implementation of current contracts can be rescinded on our own discretion.

If the contract is rescinded or broken by the buyer, the compensation for loss of profit and related costs is fixed at 30% of the agreed value, unless the evaluations of the RUCIP regulations provides a higher estimate. In that case this estimate applies.

Article 9 Retention of title clause.

Until payment in full to the seller for the goods the goods shall remain our property.

Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.

The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case the seller reserves to him the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with the seller until full payment will have been made to the seller for the goods.

The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to the seller, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of the seller. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by the seller, allow the seller to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by the seller as result of such proceedings (including sums accepted by the seller in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to the seller from the buyer and then to the reasonable costs incurred by the seller in the course of such proceedings. Any balance remaining shall be paid to the buyer.

Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark or other means the seller may have of identifying the goods.

Article 10 In case of re-sale of the goods, even processed, and still property of the seller, the buyer transfers all claims of the re-sale to the seller from that moment on.

Article 11 All the contracts of Barts Potato Company fall under the implementation of the Belgian law, except for the application of the retention of title clause where the jurisdiction of the client's domicile country is applicable when that country is part of the European Union.

Article 12 All tenders, quotes and/or contracts with Bart's Potato company bvba in respect of the supply of goods and/or services, shall be governed exclusively by these general conditions of sale and supply of Bart's Potato company bvba.