

General Terms and Conditions of Sale

I. Definitions

1. *Terms & Conditions* shall mean these General Terms and Conditions of Sale.
2. *Seller* shall mean Raffinerie Tirlémontoise, member of the Südzucker Group, as defined in the Sales Contract.
3. *Buyer* shall mean the other party to a Sales Contract apart from Seller.
4. *Goods* shall mean all types of product sold by the Seller, including sugar, sweeteners, ethanol etc.
5. *Parties* shall mean Buyer and Seller.
6. *Sales Contract* shall mean an individual Sales Contract for a specified variety, quantity and packaging of Sugar and/ or other goods made by and between Buyer and Seller.
7. *In writing* shall mean communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the Parties.

II. General

1. The following Terms & Conditions
 - a) apply to all sales of Goods insofar as not agreed otherwise in a Sales Contract agreed upon by both parties.
 - b) are applicable to each Sales Contract, provided that in the event of discrepancy, the Sales Contract shall prevail.
 - c) are, unless specified otherwise in the Sales Contract, automatically valid for all transactions upon written confirmation of the order acceptance.
 - d) take precedence over any of the Buyer's conflicting or deviating terms & conditions, unless acknowledged and accepted by the Seller prior the sale in writing.
 - e) apply in particular to all subsequent transactions and repeat orders, even where no express reference is made hereto with a Buyer, who has already acknowledged them in an ongoing business relationship after gaining knowledge of them.
2. Proposals addressed to a wider customer circle and made via information sources available to them are solely a non-committal invitation to order. In such cases, a Sales Contract is deemed concluded by virtue of order confirmation or delivery after receipt of the order.
3. Both Parties are not to disclose any information that may have come to their attention during the business; they shall take all necessary and useful measures to impose similar obligation of confidentiality on persons active on their behalf during the execution of Sales Contracts. With respect to the Seller, the confidentiality requirement does not apply to information shared with any companies in the Südzucker Group at home or abroad. Seller is entitled to store and process all data required to fulfill the contractual relationship provided by law..
4. The Terms & Conditions are definitive as amended at the time of entry into the Sales Contract.
5. No amendments to these Terms & Conditions shall be valid unless executed in a written annex and signed by both Parties.

III. Delivery Terms, Delayed delivery

1. Goods shall be sold in such varieties, quantities, packaging and under delivery terms agreed in the relevant Sales Contract.
2. Goods are delivered according to the Incoterms 2010® set forth in the Sales Contract by the Seller. Deviating delivery terms from standard procedure described by the Incoterms chosen, need to be included in the Sales Contract.
3. Unless specified otherwise in the Sales Contract, bulk goods will be arranged to be delivered at call-offs.
4. The Seller is not obliged to deliver the calls below the specified and agreed minimum.
5. Unless otherwise agreed in writing, insurance for the transport shall be taken by one of the Parties depending on the Incoterms® 2010 specified on the Sales Contract.
6. Notwithstanding the reserve of the right of ownership by the Seller, the goods will be at the Buyer's risk as from delivery according to the Incoterms® 2010 set forth in the Sales Contract. In the event that the Buyer would be responsible for delay in the delivery when goods are provided and offered to take over, the risk of coincidental destruction or coincidental deterioration passes to the Buyer in the event of acceptance default.
7. The Seller may supply an equivalent product or supply from a different origin if origin is not stipulated in the Sales Contract, as long as this is a product of an equivalent specification and quality.
8. The Buyer is entitled to assert damage compensation claims

according to section VI if Seller is in default with delivery and is answerable for the circumstances causing the delayed delivery. The right of Buyer to withdraw in that case is subject to the statutory provisions. Unless the case is an exception according to law, Buyer must first grant seller an appropriate subsequent period to perform.

9. On demand, Buyer will inform Seller within an appropriate period of time whether Buyer wishes the Sales Contract to be performed, to claim other rights or exercise the right of withdrawal.

IV. Force Majeure

1. Neither Buyer nor Seller shall be liable for failure to perform or inappropriate performance of the Sales Contract if such failure to perform or inappropriate performance is caused by an unavoidable and unforeseeable event which was beyond a Party's control and was impossible to avoid despite appropriate measures taken ("Force Majeure").
2. An economic slowdown, a Sugar market collapse, a change of overall business conditions or other similar business events shall not be considered as Force Majeure.
3. The affected Party shall immediately notify the other Party and make every effort to reduce the duration and negative impact of a Force Majeure event as much as possible.
4. The agreed delivery period or delivery time prolongs appropriately if it cannot be kept due to Force Majeure, labor disputes or other occurrences over which Seller has no influence. Should the interference last longer than 30 days, each party is entitled to withdraw from the Sales Contract.

V. Liability for defects, Statute of limitations

1. Unless in Sales Contract specified otherwise, acceptance occurs according to the Incoterms® 2010-term chosen.
2. Should the Buyer fail to accept the purchased goods in the agreed delivery period or delivery time, the Seller is entitled to store the goods at the cost and at the risk of the Buyer, or upon expiry of a reasonable additional period of time to withdraw from the contract and/or demand damages in lieu of performance. The Buyer is not liable for the damages provided that he can prove that he was not responsible for the delay in acceptance.
3. The number and state of the Goods must imperatively be verified immediately after delivery. Costs and risks related to verification of the goods shall be borne by the Buyer. Quantitative discrepancies and physical defects must be notified immediately in writing within 10 days of discovery and for any other complaint in written form.. This applies in particular to short deliveries and defects caused by handling of goods not compliant to its specifications. .
4. The Buyer has sole responsibility of the approval of Goods by the foodstuffs regulation in the country of destination. In case of complaint Buyer shall deliver annexes and the goods must be accessible for inspection if so requested by the Seller. Seller shall notify the Buyer in writing of its position.
5. The Seller is obliged to subsequent fulfillment in the event that a defect exists. Buyer must accord Seller sufficient time to do so, unless this is superfluous in the individual case because of exceptional reasons provided by law.
6. If subsequent fulfillment fails or if the Seller has unjustifiably refused subsequent fulfillment, Buyer is entitled to withdraw or to pronounce reduction if the statutory prerequisites for this are given. Insignificant defects do not entitle the Buyer to withdraw, they entitle the Buyer only to pronounce reduction.
7. Damages compensation claims of Buyer due to defects are subject to section VI.
8. The claims of the Buyer for defects become time-barred one year after the commencement of the statutory limitation period, unless the claim is founded in willful conduct on the part of the Seller, non-compliance of expressly guaranteed features as of § 443 BGB or if defects were maliciously concealed.
9. If the Goods are purchased by consumers as defined in the meaning of § 13 BGB (German Civil Code), in the case of defects the Buyer is entitled to the unabridged statutory rights of recourse provided by law in the purchase of consumer Goods and also limitation periods for expenditure compensation claims given from §§ 478, 479 BGB.

VI. Other liability

1. The Seller is liable for damages, regardless of protection laws, for defects that were fraudulent concealed or which absence Seller has guaranteed. In cases of slight otherwise provided by law, only in cases of willful conduct, gross negligence or culpable

injury to life, limb, health and breach of health. In cases of slight negligence Seller shall be liable only for foreseeable damage.

2. The limitation of liability shall not apply as well in cases of strict liability under the Product Liability Act (German "Produkthaftungsgesetz") and in cases of personal injury. The said limitation of liability shall not apply furthermore in cases of breach of essential contract duties, if it results in such detriment to Buyer that substantially deprive him of what he is entitled to expect under the Sales Contract. In case of slight negligent breach of essential contract duties the Seller shall be liable only for foreseeable damage.

VII. Packaging

1. Packaging belonging to the Buyer is deemed to be fit for purpose as well as compliant with the regulation in force related to food hygiene rules.
2. The Seller may refuse to deliver or allow any collection of Goods by the carrier nominated by the Buyer if the latter cannot produce a certificate or document proving that the means of carriage used are compliant with the technical and hygienic conditions applicable to the carriage of food products.
3. Unless otherwise agreed in writing, the pallet boards, barrels and more generally any delivery support except maritime containers, euro pallets, pool pallets and Düsseldorf pallets are included in the sale.

VIII. Retention of Title

1. Goods are sold with reserve of the Seller's right of ownership and they will remain property of the Seller until the complete payment of the invoice (including incidental expenses), notwithstanding the delivery to the Buyer.
2. In case of resale, the Seller shall keep the right to claim the value of the Goods that are in possession of the sub-buyer. In such case, the reserve of the right of ownership shall be transferred on the resale's price to the Seller. Resale can only occur when this condition stated in previous sentence is ensured. It is the Buyer's authority to collect claims from the sub-buyer. The Seller will not collect the claim itself provided the Buyer fulfills his payment obligations. Upon request, the Buyer must advise the Seller of the parties liable for the assigned claims.
3. Where Goods are processed by the Buyer together with other Goods which are not the property of the Seller, joint ownership of the new product accrues to the Seller, in the ratio of the value of Goods which are subject to reservation of the title to the other processed Goods at the time of processing. The new Product created by the process is subject to the same conditions as the Goods which are subject to reservation of title. The said new product is regarded as being subject to the reservation of title within the meaning of these Terms and Conditions of Sale.
4. In the event that Goods which are subject to reservation of title are sold by the Buyer together with other Goods which are not the property of the Seller, with or without being processed, the claim to the selling price is assigned only in the amount of the value of the Goods which are subject to reservation of title which form part of the subject of the contract entered into with the Buyer's customer.
5. Reservation of ownership pursuant to the aforementioned provisions likewise persists where individual receivables due to the Seller are added to a current account and the balance is struck and accepted.
6. The seller undertakes – at its discretion – to release the securities accruing to it under the above provisions insofar as their value exceeds the value of the claims to be secured by 20 %.
7. The Buyer undertakes to notify the Seller forthwith of any encumbrance upon Goods, which are subject to reservation of title as a result of the rights of third parties. The Buyer shall - at the request of the Seller – assist him in taking any measures necessary to protect the Seller's title to the Goods.

IX. Payment

1. Prices are quoted net of tax. These are subject to VAT at the statutory rate current at the time of the relevant sales invoice.

2. The weight registered at the Seller is taken into account for invoicing.
3. Unless separate payment terms agreed, an invoice must be paid within 10 days of the date of invoice (time of invoice dispatch) by a bank transfer to the Seller's account. If such payment is technically not possible, the invoice may be paid by a cheque without deduction. The definitive date is the date on which funds are credited to the Seller's bank account.
4. Both Parties are responsible for their own bank costs. Costs and prices expressed in a unit of currency other than EURO may differ according to fluctuations in the exchange rate between the date of order of the goods and the final invoice date unless currency or a currency conversion has been fixed in the Sales Contract.
5. If the day of payment falls on a Saturday, Sunday or statutory holiday, the next business day following that day is considered the due date.
6. The Seller is entitled to default interest on any overdue payment equal to the official variable rate (REFI) of the European Central Bank increased by 8 points over the respective basic lending rate applies., The right to claim further damages for default of payment under statutory provisions shall be reserved.
7. Rebates will only arise when the corresponding sums are fully paid to the Seller.
8. The Buyer has the right to withhold or offset only such claims as are undisputed, recognized by the Seller, ready for decision in court or recognized by a final, legally binding and non-appealable judgment.
9. If in cases of European Union tax-free-deliveries at the request of the Buyer, Seller's invoice is issued as VAT-free intra-community delivery (according to Art. 138 EU directive 2006/12), Buyer is obliged to confirm to Seller within 3 weeks after taking over the Goods, at what day, month and place the Goods have been transferred into another European Union state territory. Confirmation needs to be carried out on a provided form ("Gelagensbestätigung"), otherwise Seller subsequently will invoice the VAT to the Buyer.

X. Jurisdiction, Governing Law

1. In the event of any dispute, the place of jurisdiction shall be Brussels, Belgium. The Seller can also at his own discretion choose to bring legal action against the Buyer at his general place of jurisdiction instead.
2. Unless otherwise agreed to the contrary, this contractual relationship is governed by the law of Belgium.

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