

GENERAL TERMS AND CONDITIONS OF SALE (T & C)**1. SCOPE**

All sales carried out by Nouvelle Luxlait Produits Sàrl (NLP) are subject to these T & C. By placing an order, the purchaser agrees to them and expressly waives the application of its own terms and conditions. Any special condition diverging or supplementing these T & C requires the written consent of the parties. The specific agreements, even prior agreements, that have been accepted by NLP and the purchaser in writing shall take precedence over these T & C. Unless otherwise agreed, any contractual relation is only valid for one calendar year from the first order and is automatically renewed ; any special condition have to be renegotiated annually.

2. PRICING

Unless otherwise agreed, all prices are quoted net of any discount, VAT excluded, packaging included, carriage (Incoterms 2010 Delivery Paid) and environmental tax included. NLP reserves the right to adjust its prices in line with those of the raw materials, transport and production costs; except orders placed before the entry into force of the new pricing, deliveries may be suspended or halted in the event of the rejection of the new pricing by the purchaser; we remind you that all orders placed are deemed as acceptance of the T & C and pricing schedules of NLP. The purchaser undertakes in any event not to disclose to third parties any information about the prices, and to impose the same obligation on its staff for the whole duration of the business relationship or after its termination for any reason whatsoever.

3. ORDER

Unless otherwise agreed, the purchaser shall place its orders in writing (fax 32646444/email info@luxlait-produits.lu). They are placed as firm orders and cannot be cancelled as a matter of principle. Depending on its available capacities, NLP will either give the expected delivery periods and dates together with the order confirmation or will deliver on the dates requested which will be deemed to be implied confirmation of the order terms. The order acceptance or confirmation is given in the light of the legal, financial and material position of the purchaser. NLP will therefore be justified in requiring payment guarantees or in suspending the contract if the position of the purchaser were to change between the order and the delivery.

4. DELIVERY & TRANSFER OF RISKS

Unless otherwise agreed, the transfer of risks takes place at the time of the delivery or the handing over of the goods to the purchaser (Incoterms 2010 Delivery Paid). The latter undertakes consequently to subscribe an insurance and to justify it on request. Any delivery period or times declared are only given as an indication and do not constitute a binding commitment. Unless otherwise agreed, the purchaser undertakes to return in an equivalent state and at the risk of being charged any pallets/containers that NLP has provided with the goods. Managing their return will be carried out via recording and following up on the CMR documents; NLP will draw up, if necessary for adjustment, a monthly breakdown of the pallets/containers exchanged. NLP will take no responsibility for delivery delays or failures resulting (in)directly from events of force majeure or any cause beyond its control. Furthermore, NLP reserves the ability to delay, modify, suspend or even cancel the execution of orders without the purchaser being able to claim any damages from it, in the event of an incidence of force majeure, of unforeseeable circumstances or any comparable event i.e. in particular: slowdown in production, interruption of production; war, riot or acts of terrorism; civil disturbance, strike, lock-out or administrative restrictions; adverse weather conditions; delays or cancellations of the transport; lack of supply or power shortage; etc. It is expressly agreed that NLP may quote such events whether they be internal or they occur at the suppliers'/carriers' business. The same applies in the case of an order not leaving a sufficient reasonable time for execution: NLP will then do its best to satisfy the order placed but could not be penalised if it were not able to completely or partially succeed.

5. CLAIMS

NLP undertakes to ensure that its products comply in all points with the legal provisions in force, in particular in the matter of dairy ingredients, hygiene and traceability, packaging materials and labelling of the goods, etc. These technical elements, and in particular the use-by dates are specified for each product in the quality specifications or in the technical specification sheet provided by NLP on request. The compliance of the goods with these specifications as well as with the terms of the order must obligatorily be checked on delivery with the signature of the CMR documents; notice of any claim about this compliance must be given immediately. In the event of impediment to delivery, the CMR documents shall be considered as signed if no claim has been received by NLP within 24 hours of delivery. In any case all claims must be confirmed in writing within 48 hours, with the batch number, the use-by date, the volume as well as a picture of the product in question. No subsequent claim will be accepted. Replacing or reimbursing non-compliant or faulty goods can only be carried out after the return of the product in question. The purchaser undertakes to ensure that the goods are handled and stored in compliance with the requirements of international food safety during the transport and storage of the products. From the time of delivery, it is the responsibility of the purchaser to guarantee for example observance of the cold chain, to avoid contamination by pests or an act of malice. Any guarantee, in particular of the use-by date, will consequently be excluded in the event of non-observance by the purchaser of these elementary conditions, of negligence by it or by an event of force majeure.

6. PAYMENT

Unless otherwise agreed or noticed on the invoices, all invoices are payable net, without discount, and no later than their due date. All payments are deemed to have been made on the date of the actual definitive receipt of the payment. Bank charges are to be borne by the purchaser. Invoices issued in euros must be paid in the same currency. No reason whatever may authorise the purchaser to suspend its payment. No deduction and no offsetting, for whatever reason, may be carried out by the purchaser without the prior written consent of NLP. Any complaint relating to an invoice must be made in writing, on pain of forfeiture, within 8 days of its issue date, and it must be accompanied by supporting documents allowing its justification to be checked. Any unpaid invoice will be increased automatically and without formal notice by legal interest on arrears per month commenced. It is expressly agreed between the parties that any delay in payment will lead, 10 days after the dispatch of a registered letter in lieu of notice, to an increase of 10% of the invoiced amount as an irrevocable lump-sum payment. Charges relating to recovery through the courts shall be borne by the purchaser.

7. TRANSFER OF PROPERTY

Notwithstanding Article 4, NLP expressly reserves the right to the ownership of the goods supplied until payment in full of the principal price and ancillary costs: the transfer of title will not take place until complete payment of the price. Accordingly the purchaser is required to return on first request the goods remaining the property of NLP. The purchaser may resell or convert the goods supplied in the course of its normal business activity. It cannot pledge them nor transfer the title as a guarantee. The authorisation to resell automatically fails to apply in the event of arrears of payment. In this case, any claims arising from the resale will be automatically transferred to NLP. In the event of conversion of the purchased goods, the title resulting from this conversion will be automatically transferred to NLP and at the very least the fraction corresponding to its input. The purchaser is required to inform NLP about attachments or any other measures by third parties. Partial payments shall be used in the first instance to cover the damages arising from the non-execution of the contract, the loss, the resale or the deterioration of the goods as well as from the freight and storage costs caused by the non-execution, without prejudice to any action for damages aimed at the refund of the surplus of the damage. The purchaser remains ultimately the debtor of the price of the goods as soon as they are no longer marketable within normal deadlines and that they cannot be taken back by NLP.

8. INTELLECTUAL PROPERTY AND DATA PROTECTION

The sale of the goods to the purchaser does not confer on the latter any rights whatsoever, directly or indirectly, to the trade names, brands, logos and any other intellectual property right pertaining to the products. The products, brands or references of NLP cannot be used for advertising or any other use whatsoever without prior written consent to it. Any personal data collected when orders are placed, contracts drawn up or pre-contractual relations entered into shall be treated in strict compliance with the act of 2 August 2002 relating to the protection of persons with respect to the processing of personal data. For correctly processing and carrying out the purchaser's orders, these data will be stored for 10 years and are likely to be transmitted to other NLP partner entities. The rights to access, correct or even object to the processing of these data can be obtained by making a simple request to NLP.

9. TERMINATION

The contractual relationship between the parties can be terminated as of right with immediate effect after notification to the party in liquidation or bankruptcy, by registered letter with acknowledgement of receipt. Likewise, the contractual relationship can be terminated in the event of non-execution or partial execution by one of the parties of its contractual obligations. The party initiating the termination will in any case have to observe an advance notice of 3 months from the dispatch of the notice informing the defaulting party of the implementation of this clause having had no effect.

10. JURISDICTION AND APPLICABLE LAW

In the event of disagreement about the application of these general terms and conditions of sale or of the particular agreements to which they apply, the parties undertake to seek a solution mutually in all good faith. If the dispute persists and if there is no agreement to the contrary, it will be subject to Luxembourg law and it is in the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.