

General terms and conditions of Dutch Quinoa Group B.V., 2015 version.

Table of contents

Article 1 – Definitions

Article 2 – Applicability

Article 3 – Contract

Article 4 – Price

Article 5 – Shipping and delivery

Article 6 – Payment

Article 7 – Retention of title

Article 8 – Consumer right of withdrawal

Article 9 – Costs in the event of withdrawal

Article 10 – Exclusion of withdrawal

Article 11 – Duty and right of examination and complaints

Article 12 – Conformity and warranty

Article 13 – (Electronic) correspondence

Article 14 – (Intellectual) property rights

Article 15 – Liability

Article 16 – Indemnification

Article 17 – Applicable law and choice of jurisdiction

Model form

Article 1 – Definitions

In these terms and conditions, the following definitions shall apply:

Supplier: the private limited company Dutch Quinoa Group B.V., with head office at Beukenlaan 1A, 6029 PX Sterksel, Chamber of Commerce number 560195347, hereafter referred to as:

“Dutch Quinoa Group”

Counterparty: either the consumer or the entrepreneur who enters into a contract with Dutch Quinoa Group;

Consumer: the natural person not acting in the course of a profession or business and who enters into a (distance) contract with Dutch Quinoa Group;

Entrepreneur: the legal entity or natural person who in the course of a profession or business concludes a (distance) contract with Dutch Quinoa Group;

Contract: any contract relating to quinoa seed, flakes, flour, puffed quinoa and other quinoa products to be supplied by Dutch Quinoa Group;

Distance contract: a contract in which, in the context of a system organised by Dutch Quinoa Group for distance selling of products and/or services, up to and including the conclusion of the contract, use is made exclusively of one or more means of distance communication;

Means of distance communication: means that can be used to conclude a contract, without the consumer and Dutch Quinoa Group meeting together in the same room at the same time;

Cooling-off period: the period during which the consumer can make use of his right of withdrawal;

Right of withdrawal: the opportunity for the consumer to opt out of the distance contract within the cooling-off period;

Continuing performance contract: a (distance) contract in relation to a series of products and/or services, of which the delivery and/or purchase obligation is spread over time;

Article 2 – Applicability

1. These general terms and conditions apply to every written or digital offer from Dutch Quinoa Group and to every (distance) contract effected between the parties.
2. Before the (distance) contract is concluded, the text of these general terms and conditions shall be made available. On every request therefor, these terms and conditions shall be sent free of charge to the consumer.
3. If the distance contract is concluded electronically, then by way of derogation from the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer electronically in such a way that it can easily be stored on a durable data carrier by the consumer. If this is not reasonably possible, then before the distance contract is concluded, it shall be indicated where the general terms and conditions can be perused by electronic means and that they will be sent free of charge at the consumer's request, by electronic means or otherwise.
4. In addition to these terms and conditions, both the service certificate and the accompanying terms of service shall be offered to and accepted by the counterparty in the same way.
5. In the event that in addition to the aforementioned terms and conditions specific product or service conditions also apply, the second, third, and fourth paragraphs shall apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always rely on the applicable provision that is most favourable to him.

Article 3 – Contract

1. The contract shall take effect the moment Dutch Quinoa Group accepts the digital or written order from the counterparty.
2. If the consumer has accepted the offer electronically, Dutch Quinoa Group shall confirm without delay, by electronic means, receipt of the acceptance of the offer.
3. If the contract comes into effect electronically, Dutch Quinoa Group shall take appropriate technical and organisational measures to safeguard the electronic transfer of data and Dutch Quinoa Group shall provide a secure web environment. If the consumer can pay electronically, Dutch Quinoa Group will take appropriate security measures to that end.
4. Within statutory frameworks, Dutch Quinoa Group can inform itself of whether the counterparty is able to meet its payment obligations and also of all such facts and factors as are important for a responsible entry into the (distance) contract. If, on the basis of this investigation, Dutch Quinoa Group has good grounds not to enter into the contract, Dutch Quinoa Group is entitled to refuse an order or enquiry, stating its reasons for doing so, or to attach special conditions to its execution.
5. Dutch Quinoa Group shall send the following information along with the product or service to the consumer, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:
 - a. the street address of the head office of the Dutch Quinoa Group where the consumer can lodge complaints;
 - b. the terms and conditions under which and the manner in which the consumer can make use of the right of withdrawal, as well as the model form in the appendix, or a clear notification regarding the exclusion of the right of withdrawal;
 - c. the information about existing after-sales service and existing warranties.

Article 4 – Price

1. Unless otherwise agreed in writing, the price and any cost estimates are inclusive or exclusive VAT, depending on the nature of the customer, but exclude such additional costs as: transport

costs, insurance, cost of packaging, cost of quality control, import duties, government and other public levies and any other fees.

2. Dutch Quinoa Group is entitled to increase any price agreed with the entrepreneur if increases arise in one or more of the following conditions after the conclusion of the contract: the cost of materials, shipping costs, wages, distribution costs, employers' social insurance charges, the costs involved with other working conditions, government levies (or the introduction of new government levies) on raw materials and/or energy.

Article 5 – Shipping and delivery

1. Shipping costs that may be payable on delivery shall be mentioned separately before the counterparty gives consent for purchase.

2. The delivery times stated by Dutch Quinoa Group are only indicative. In this respect, Dutch Quinoa Group is only in default once the entrepreneur has served it with a notice of default.

3. Any delivery which shall take place later than agreed does not suspend the payment obligation of the counterparty.

4. If delivery is delayed, or if an order cannot or can only partially be carried out, the consumer shall be notified of this no later than two weeks after he has placed the order. In that event, the consumer is entitled to terminate the contract without penalty. In case of termination in accordance with the previous paragraph, Dutch Quinoa Group shall repay to the consumer the sum paid as soon as possible but no later than 14 days after the termination.

5. Delivery shall take place ex warehouse. The risk of any product passes to the entrepreneur at the time of delivery.

Article 6 – Payment

1. Payment by the consumer can be done through iDEAL, by prepayment or on delivery. The entrepreneur can be invoiced. Unless otherwise agreed, the sums due must be paid within fourteen days from the date of invoice.

2. When prepayment has been opted for, the counterparty cannot assert any rights regarding the execution of the relevant order or service(s) before the prepayment has been made.

3. The counterparty has the duty to report inaccuracies in payment data provided or stated without delay to Dutch Quinoa Group.

4. In case of default by the counterparty, subject to statutory limitations, Dutch Quinoa Group is entitled to charge the counterparty reasonable costs notified in advance. What has been stated in this regard in these terms and conditions is deemed as notification thereof.

5. If the counterparty remains in breach of timely and/or full payment of an invoice, then the entrepreneur is in default by operation of law. The consumer will then be held in breach as a result of which default arises. After default, the counterparty will then be charged the statutory (commercial) interest per month or proportionate part of a month.

6. If the counterparty is in breach or in default in the (timely) performance of its obligations, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the counterparty. The extrajudicial costs for the entrepreneur are calculated on the basis of the Voorwerk II Report and for the consumer the regulations applicable in the 2012 Extrajudicial Collection Costs (Fees) Decree.

7. Whenever it concerns a consumer, one further period of fourteen days for payment without incurring extrajudicial collection costs shall be granted by means of a reminder demand.

Article 7 – Retention of title

1. The ownership of delivered products shall only be transferred if the counterparty has paid everything that is owing on the basis of any contract with Dutch Quinoa Group to it or to any related third party. This also includes the statutory (commercial) interest as well as the extrajudicial collection costs that have become payable.
2. Products are deemed not to have been paid for until the counterparty has demonstrated that they have been.
3. On first request of Dutch Quinoa Group, the counterparty is required to show the products to it and in the event of default in payment and in the cases referred to in the following paragraph, if requested, to return them to it. The costs of return are borne by the counterparty.
4. The counterparty is not authorised to alienate or pledge goods falling under the retention of title. The counterparty is only allowed to sell and transfer the said products to third parties within the context of the normal course of business. This consent ceases to be valid by operation of law at the time that the counterparty in any way falls short with respect to the claims to which the retention of title applies, obtains provisional suspension of payments or is declared bankrupt. The counterparty may in no case offer the goods falling under the retention of title as security for claims of third parties.
5. The counterparty must always do everything that may be reasonably expected of it to safeguard the ownership rights of Dutch Quinoa Group.
6. If third parties seize goods delivered subject to retention of title or wish to establish or assert rights thereto, then the counterparty is required to notify Dutch Quinoa Group thereof immediately.
7. The counterparty undertakes to insure goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft. The counterparty must make the policy of this insurance available to Dutch Quinoa Group for inspection on first request. In case of payment by the insurance, Dutch Quinoa Group is entitled to these monies. To the extent needed, the counterparty undertakes in advance with respect to Dutch Quinoa Group to extend its cooperation in everything that may (appear to) be necessary or desirable in that context.
8. In the event that Dutch Quinoa Group wishes to exercise the ownership rights indicated in this Article, the counterparty gives unconditional and irrevocable permission in advance to Dutch Quinoa Group and to third parties to be appointed by it to enter all such places where the property of Dutch Quinoa Group is located and to take those goods back.

Article 8 – Consumer right of withdrawal

1. When purchasing products, the consumer has the opportunity to dissolve the contract within fourteen days without giving reasons, using the form in Appendix I. This cooling-off period commences on the day after receipt of the product including accompanying information by the consumer.
2. During the cooling-off period, the consumer will handle the product and the packaging with care. If the consumer exercises the right of withdrawal, the product together with all delivered accessories and in its original condition and packaging shall be returned to Dutch Quinoa Group, in accordance with the reasonable and clear instructions provided by the Dutch Quinoa Group.
3. For the entrepreneur, the right of withdrawal, the right of suspension and the right to set-off are excluded.

Article 9 – Costs in the event of withdrawal

1. If the consumer uses the right of withdrawal, he will not be charged more than the cost of returning the goods.
2. If the consumer has paid an amount, Dutch Quinoa Group will refund this amount as soon as possible, but no later than fourteen days after the return or withdrawal.

Article 10 – Exclusion of right of withdrawal

1. Dutch Quinoa Group excludes the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion from the right of withdrawal shall only apply if Dutch Quinoa Group has clearly stated this in the offer or at least in good time before the conclusion of the contract. What is described about this in these terms and conditions is deemed to be stated as such.
2. Exclusion of the right of withdrawal applies to products:
 - a. that have been developed by the Dutch Quinoa Group in accordance with consumer specifications;
 - b. that are clearly personal in nature;
 - c. that by their very nature cannot be returned;
 - d. that are no longer in their original packaging;
 - e. whose price is linked to fluctuations in the financial market over which Dutch Quinoa Group has no influence.

Article 11 – Duty and right of examination and complaints

1. The counterparty is obliged to examine the delivered products immediately at the time when the products are made available to it. When doing so, in the case of bulk deliveries, the counterparty must examine by sampling whether the quality and/or quantity of the delivered goods corresponds to what has been agreed upon and meets the requirements that the parties have agreed in this respect.
2. If the entire shipment has been signed for, Dutch Quinoa Group will assume that the delivery has been complete, save for proof to the contrary being provided.
3. Any visible defects must be reported to Dutch Quinoa Group in writing within three (3) days of delivery by the entrepreneur, or if the counterparty is a consumer, within a reasonable period of time. Any invisible defects must be reported immediately to Dutch Quinoa Group in writing, but in any event no later than three (3) days, or within a reasonable period after discovery thereof. The notice must contain as detailed a description as possible of the defect, so that Dutch Quinoa Group is able to react adequately.
4. The counterparty must give Dutch Quinoa Group the opportunity to investigate a complaint.
5. In the event of a dispute between the counterparty and Dutch Quinoa Group, the complaint may be investigated by an independent third party. The associated costs of postage or shipping and investigation will, in the case of an entrepreneur, be borne by the latter.
6. If it is established that a delivered consignment is of insufficient quality and in this respect a timely claim has been lodged, at the option of Dutch Quinoa Group, Dutch Quinoa Group will either replace the delivered products within a reasonable period of time after receiving them back or after receipt of written notice about the defect from the counterparty if it is not reasonably possible to return the delivered products, or alternatively will pay the counterparty a replacement fee for it.

Article 12 – Conformity and warranty

1. A warranty is given of the good quality of the products delivered.

2. Any form of warranty shall cease to be valid if a defect has been caused by or results from incorrect storage of the products by the counterparty and/or third parties.

In addition, the warranty shall cease to be valid if the counterparty or third parties have processed or treated the products.

3. The submission of a complaint never releases the counterparty from its payment obligations to Dutch Quinoa Group.

4. The provisions of this Article do not affect the rights and claims that a consumer can assert against Dutch Quinoa Group under the law.

5. As long as the entrepreneur does not fulfil his obligations arising from the contracts concluded by the parties, he cannot invoke these warranty provisions.

Article 13 – (Electronic) correspondence

1. The counterparty and Dutch Quinoa Group shall not be liable to each other for any damage resulting to either of them from the use of electronic means of communication, including - but not limited to - damage resulting from non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/devices used for the transmission, receipt or processing of electronic communications, transmission of viruses and the failure to function correctly or at all of the telecommunications network or other resources needed for electronic communication, except insofar as the damage is the result of intent or gross negligence.

Article 14 – (Intellectual) property rights and plant variety rights

The seed for sowing supplied by Dutch Quinoa Group is protected by plant variety rights. For this reason, the Dutch Quinoa Group has exclusive rights to trade in the quinoa seed for sowing that it has developed.

In the event of infringement of the plant variety rights of Dutch Quinoa Group, without any summons or notice of default being required, the counterparty shall forfeit a penalty immediately payable to Dutch Quinoa Group in the sum of €1,000.00 per day or part thereof that the infringement continues. This penalty is without prejudice to the other rights of the Dutch Quinoa Group – including the right to compensation.

Article 15 – Liability

1. Dutch Quinoa Group treats and processes its products with the utmost care.

Dutch Quinoa Group is not liable for damages arising as a consequence of, or resulting from, incorrect storage by the counterparty and/or third parties.

Nor shall Dutch Quinoa Group be liable for any damage arising after the products have been treated or processed by the counterparty or by third parties engaged by the counterparty.

To the extent that Dutch Quinoa Group is liable for damages suffered by the counterparty, this liability is limited to the direct damages. Dutch Quinoa Group is in any case not liable for indirect damages.

2. The counterparty has the duty to take all such measures within reasonable limits as may prevent or limit (or may have prevented or limited) the damage.

3. Without prejudice to the provisions of paragraphs 1 and 2 of this Article, the liability of Dutch Quinoa Group shall in any event arising be limited for each occurrence to no more than the price (excluding VAT) stipulated for that contract. If the contract is executed over more than one year, the price stipulated for the contract will be set at the total of the reimbursements (excl. VAT) stipulated for one year. In no event shall Dutch Quinoa Group's total liability for direct damages,

for whatever reason, exceed the amount paid by the insurer of Dutch Quinoa Group in respect of such damage.

4. The right to compensation for damage lapses if the counterparty does not invoke it in time, as described in these general terms and conditions. In any event, Dutch Quinoa Group must be notified of the damage within two months after the counterparty has become aware of the damage or could have become aware of the damage, on pain of forfeiture of the counterparty's rights.

5. Indirect damage as referred to in paragraph 1 of this Article is understood to mean: consequential damage, loss of profit, missed savings, reduced goodwill, damage due to interruption of business, damage as a result of claims from customers of the counterparty.

6. The counterparty shall indemnify the Dutch Quinoa Group against claims from third parties against the Dutch Quinoa Group insofar as the damage is caused by the fact that the counterparty or third parties that the counterparty has designated for this purpose have provided the Dutch Quinoa Group with inadequate, insufficient or incorrect information or materials relating to the contract. Dutch Quinoa Group is not liable if the damage is due to intent/fault/culpable actions, or injudicious or improper use of the delivered goods by the counterparty.

7. The exclusions and limitations stipulated in this Article shall not apply if and insofar as the damage is the immediate, direct and entire result of intent or gross negligence on the part of the Dutch Quinoa Group.

8. The provisions of this Article do not affect the rights and claims that a consumer can assert against Dutch Quinoa Group under the law.

Article 16 – Indemnification

The counterparty shall indemnify Dutch Quinoa Group against any claim by third parties in respect of damages, if and insofar as these damages are caused by:

- incompetent use and/or use contrary to instructions and/or advice from Dutch Quinoa Group;
- improper stocking and/or storage of the delivered products;
- treating and/or processing of the products by the counterparty or others.

The counterparty shall furthermore indemnify Dutch Quinoa Group against any claim by third parties in respect of damages insofar as such damages have occurred after the products have been sold on by the counterparty.

Article 17 – Applicable law and choice of jurisdiction

1. All contracts concluded by or with Dutch Quinoa Group shall be governed by Dutch law.

2. If the dispute cannot be resolved satisfactorily, the counterparty has the option of submitting the dispute to an independent arbitration committee.

3. All disputes arising from this contract shall also be subject to the jurisdiction of the court at the Dutch Quinoa Group's place of business, unless another court is mandated to have jurisdiction by law.

CONSUMER RIGHTS DIRECTIVE Appendix 1

Information concerning the exercise of the right of withdrawal

A. Model instructions for withdrawal

Right of withdrawal

You have the right to withdraw from the contract within a period of 14 days without giving any reasons.

The withdrawal period expires 14 days after the date of purchase and, in the case of the provision of services, 14 days after the conclusion of the contract.

In order to exercise the right of withdrawal, you must inform us by means of an unequivocal statement (e.g. written notice by post, fax or e-mail) of your decision to withdraw from the contract. You can use the attached model form for this purpose, but you are not required to do so.

In order to comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of the withdrawal

If you withdraw from the contract, you will be refunded all payments by us that you have made up to that moment, including delivery costs (with the exception of any additional costs arising from your opting for a delivery method other than the cheapest standard delivery offered by us) without delay and in any event no later than 14 days after we have been informed of your decision to withdraw from the contract. We will refund you using the same payment method as that with which you made the original transaction, unless you have expressly agreed otherwise; in any event, you will not be charged any fees for such reimbursement.

Appendix I: Model form for withdrawal

Model form for withdrawal

(only fill in and return this form if you wish to withdraw from the contract)

- To: Dutch Quinoa Group

Beukenlaan 1A, 6029 PX Sterksel [or other branch address]

[fax number of Dutch Quinoa Group or branch, if available]

[e-mail address or electronic address of Dutch Quinoa Group or branch]

- I/We* hereby inform you that I/we* am/are* withdrawing from our contract concerning
the supply of the following products: [designation of product]*
the supply of the following digital content: [designation of digital content]*
the performance of the following service: [designation of service]*.
- Ordered on*/received on*[date of order for services or receipt for products]
- [Name of consumer*]
- [Address of consumer*]
- [Signature of consumer*] (only if this form is being submitted on paper. Otherwise please append digital signature if available)

* Delete if not applicable or fill in what is applicable