

TERMS AND CONDITIONS OF PURCHASING – Page 1 of 2
INSTANTINA Nahrungsmittel Entwicklungs- und Produktions Ges.m.b.H.
1030 Wien, Am Heumarkt 13 – Edition: 2 July 2007

1. General

All deliveries to the company of Instantina GmbH shall be exclusively governed by the terms and conditions stipulated in the order confirmation and in these terms of delivery. These terms and conditions shall apply to all business relations between suppliers and us.

2. Order confirmation

All orders placed in writing are to be confirmed immediately by sending a copy of the order provided with a handwritten signature and the company's official mark, and/or by sending the requested order confirmation.

3. Dispatch and address

All deliveries shall be made carriage prepaid and exempt from charges, unless separate agreements to the contrary have been expressly acknowledged in writing. The risk of accidental perishing of the goods shall be borne exclusively by the supplier until proper acceptance of the consignments on the part of Instantina. The goods purchased by Instantina are considered as an obligation to be performed at the creditor's place of business. Therefore, the supplier shall bear the costs and risk of transport. The risk of loss or damage passes at the time of delivery to us. Deliveries shall be made to the factory at Dürnkurt, Hauptstrasse 81A, 2263 Dürnkurt, Austria, unless expressly agreed otherwise in writing. For technical reasons, goods can be accepted only on workdays Monday to Friday from 6.30 am – 1 pm. Deliveries made outside these hours have to be separately arranged in writing with the purchasing department or the accepting office, and they commit the supplier to bearing any additional costs accruing therefrom.

4. Packaging

Transport packaging shall be taken back by the supplier free of charge and immediately upon delivery, and/or to be collected immediately upon special request, otherwise Instantina shall be entitled to substitute performance, unless the supplier is exempt from his obligation to take back the packaging by other reasons (ARA regulation).

5. Invoicing

Invoices meeting all accounting and legal requirements (VAT-ID, etc.) shall be sent immediately after delivery, made out to Instantina Nahrungsmittel Entwicklungs- und Produktions Gesellschaft m.b.H., Hauptstrasse 81A, 2263 Dürnkurt, and/or shall be delivered together with the goods.

6. Payment

Our purchase prices include the costs for delivery, installation or erection by the supplier and/or the service provider. Payment will be made after quality inspection and quantity check, and/or after the proper functioning of technical facilities has been established, against presentation of the invoice, deducting 3% discount for payment within 30 days, or 60 days net. If payment has been agreed to be made in instalments, then we shall be entitled to deduct a discount for punctually paid instalments, even if other part payments are not paid within the period eligible for discount or at maturity. The goods may also be processed by Instantina before payment is made. The supplier waives any extended or other reservation of ownership.

7. Complaints

Complaints of any kind shall entitle us to entirely retain payments due, even those of other deliveries. We shall also be entitled to offset counterclaims. In the event of justified complaints we shall be entitled to retain the entire outstanding remuneration. Any exclusions of liability of our contractual partners, in particular exclusions under warranty or damages, will not be accepted, unless they were expressly arranged with us in detail. In the event of defects we shall be free to choose either exchange, repair or reduction of price, unless there is a right of rescission and we exercise this right. To the extent that we insist on repair or exchange we shall be entitled to retain the entire remuneration until full performance of the services/deliveries that are due. Apart from that, any deviations from the statutory provisions – regarding damages or warranty – such as changes of the onus of proof, reduction of time

limits and similar are valid only subject to our express approval in writing on a case-by-case basis.

8. Notice of defects

The obligation to inspect defective deliveries of goods pursuant to Section 377 of the UGB (Austrian Business Enterprise Code) shall be expressly waived. If defects are detected we shall always be entitled to a six weeks' period to give notice of defects.

9. Product liability

Any exclusion of claims of compensation raised on our part pursuant to Section 12 PHG (Austrian Product Liability Act) will not be accepted by us.

10. Delivery time and excess delivery

The agreed delivery time has to be strictly complied with; otherwise we shall be entitled to demand reimbursement of damage caused by delay and/or to withdraw from the contract after granting a period of grace of ten days at most. Short shipments are not permitted; excess deliveries are permitted only for packaging material up to 5%. In case of excess deliveries exceeding 5% we reserve the right to return the exceeding amount at the supplier's expense and/or to store it against reimbursement of costs or to use it free of charge.

11. EAN bar code

Suppliers of packaging material shall take note of the fact that the film master for the EAN code can be used only for the printing process specified by us. The supplier shall be liable towards Instantina for any damage incurred by a poor printing quality adversely affecting the legibility of the bar code.

As regards the delivery of raw materials and primary packaging materials the supplier shall ensure the full traceability of the materials used. Delivery notes have to specify the batches with the delivered quantities. Each pallet has to be provided with an EAN 128 pallet label that has to include the following data in the form of a bar code: EAN of the trading unit (identifier 01), the batch (10), the sell-by date (15) and the number of the shipping unit (00).

12. Liability

We will not accept any liability for physical and proprietary damage suffered by the supplier or any of his employees in the event of unauthorized entering or staying in our rooms and premises. The supplier has to inform himself about the existing protective facilities, and has to apply them, if required, for the protection of his employees, when doing work in our premises. Any damage and disruption incurred by us as a consequence of the behaviour of the supplier's employees shall be compensated by the supplier. Claims of damages against us shall be excluded in case of slight negligence. This does not apply to personal injuries or damage to things taken over for the purpose of processing, unless the latter was arranged in detail.

13. Hygiene

a) Any kind of waste disposal on the area of the company of Instantina is strictly prohibited. In the event, however, that Instantina agrees to any special arrangement to this effect, the imposed rules are to be complied with. Throughout the Instantina premises there is a ban on smoking and on alcohol.

b) Access to storage and production facilities: After registration at the warehouse office drivers are permitted to enter the loading ramps and to perform loading and unloading work. Assembly fitters and machine suppliers have to register before entering the storage and production facilities, and they must have read the Instantina hygiene directions, which has to be confirmed by their signature.

c) External transport service providers shall take care that the condition of their means of transport (quality of being recognized as safe for the purpose of food law with regard, for example, to foreign odours, contamination, leakage of tarpaulins or other separation, etc.) does not

adversely affect the cargo. Interchangeable pallets always have to be in perfect condition and have to be unconditionally suitable for the storage of food.

d) Prior to the first delivery all documents relevant for food law and requested by quality engineering and/or by the purchasing department (quality of being recognized as safe for the purpose of food law, GMO, allergens and nutrition panels) have to be submitted to Instantina and approved in writing.

14. Transport safety

The service provider, forwarder and/or driver shall be responsible for properly loading and securing the cargo on external means of transport.

15. Damage to Instantina property

If Instantina property gets damaged in the course of shunting, unloading or loading work or because of other behaviour of the supplier, then the relevant division head of Instantina shall be informed immediately, and all questions of liability and insurance shall be settled. Any auxiliary equipment made available by Instantina to be used by the external supplier is to be employed by the user at his own risk, and any damage to such equipment shall be reported immediately.

16. Place of venue

Any disputes arising out of this contract shall be settled by the competent court at our registered place of business. However, we shall also be entitled to take legal proceedings at the general court of jurisdiction of our contractual partner. Each contractual relationship with Instantina shall be governed by Austrian law.

17. Data protection

The supplier takes note of the fact that all accounting at Instantina is processed electronically. Considering the provisions of the Austrian Data Protection Act the supplier agrees to the processing of all data required for the business relation.

18. Miscellaneous

All agreements, later modifications, amendments, subsidiary arrangements, etc. shall be made in writing to be valid, which also includes an original signature or safe electronic signature. The supplier is obliged to specify our order number and material number in all advice notes, cargo and package labels and invoices as well as in the entire correspondence regarding an order. By accepting the order the prices and terms of delivery are deemed to be expressly accepted. Any change thereof on the part of the supplier, for example by sending the supplier's own terms of delivery, will be binding for us only subject to our express agreement in writing. Price increases have to be approved in writing to be valid. Arrangements made on the phone or personally are valid only subject to the written confirmation of Instantina.