

CT Canada Trade GmbH General Purchasing Conditions

GMO Warranty The Seller hereby confirms that the products delivered by him acc. to the regulation (EG) No. 1829/2003 on genetically modified food and animal feed and acc. to the regulation (EG) No. 1830/2003 concerning the retraceability of food and animal feed produced from genetically modified organisms in their current valid versions are not subject to labeling requirements and do not contain or consist of or are manufactured of any genetically modified organisms/raw materials, this also means that they are not, completely or partly, derived from genetically modified organisms (GMO). This applies to all used raw materials including admixtures and flavors.

Other Conditions: Costs arising from inadequate load securing shall be borne by the Seller. Costs charged for the „Grüner Punkt“ (Green Dot) and for the recycling of transport packaging and, if necessary, costs for German laboratory tests will be borne by the Buyer.

Delivery

Parity: ICC INCOTERMS 2010

Date of Delivery/ Loading: The Buyer shall be notified by loading notice about all deliveries which strictly have to be observed.

Set of Documents: To ensure a smooth operation we need prior arrival of the goods in the harbor of destination all relevant documents in our office for further processing.

Observance of Delivery date: In case the Seller does not meet the delivery-/loading date, the Buyer may withdraw from the contract without further fixing a final deadline and ask for compensation. For noncompliance with the specified delivery-/loading dates, a penalty of up to € 10,000 per container is agreed. The Buyer is entitled to deduct the penalty from any outstanding payments towards the Seller.

The delivery-/loading date is only considered to be met, if all deliveries under this contract are made in due time.
The Seller is obliged to inform the Buyer immediately and in writing if circumstances arise or become apparent indicating that the delivery-/loading date or the scheduled delivery in agreed quality and/or the quantity cannot be met.

In case the Seller does not meet the delivery-/loading date or the scheduled delivery in agreed quality and/or quantity under this contract, the Buyer is entitled to ensure, e.g. by making covering purchases from third parties or by means of other suitable measures, that the goods are immediately available to him.

Quality Assurance

Quality Assurance The Seller is obliged to carry out quality assurance measures. These measures and obligations are specified in annex 'Quality Assurance' which is attached and part of this agreement.

Should the Seller fail to meet his obligations specified in annex *Quality Assurance* the Buyer shall be entitled to charge the Seller with a penalty of up to € 15,000.00 for each particular case. The Buyer may deduct the penalty from his payment obligations towards the Seller.

Contract Penalty

Contract Penalty In case an independent expert certifies that the goods are not in accordance with the contractually agreed quality the Seller is obliged to pay a penalty for each article/batch depending on the kind of deviation. The amount of the penalty is set by the Buyer considering the circumstances of each case and not exceeding € 10,000.00 per case. The Buyer shall be entitled to deduct the contractual penalty from any payment obligation towards the Seller.

A lot analyzed by the Buyer with a not-marketable lot number is, essentially, rejected. The Seller shall be free, upon written agreement with the Buyer, to have the rejected lot numbers be sampled by an independent International Sampling Service (ISS) and to have an expertise carried out by an expert institute accredited according to DIN EN ISO/IEC 17025.

The Seller shall be obliged to take back all lot numbers that have been evaluated as not-marketable after an examination by the Buyer or Seller. All costs – including the costs for the subsequently checked lot numbers – shall be borne by the Seller.

Other Contractual Clauses

Liability for Quality, Marking and Packaging of the Goods: The Seller certifies that the product, its packaging and labeling conform to the legal provisions applicable in the respective country in which the goods are to be delivered and sold (e. g. European Community Law, domestic law, other regulations applicable under domestic law).

The Seller shall be entirely responsible for the correct food labeling required by law. The Seller guarantees that, during the entire term of the agreed warranty period but at least during the statutory warranty period, his goods (including packaging and labeling) are free of material defects and defects in title and show all specified characteristics. The Seller warrants that the goods originate in their entirety from his production. Production by third parties and passing the order or parts thereof on to subcontractors is only possible with express approval of the Buyer.

Inspection of the Goods and Notification of Defects: The Incoming Goods Control checks the goods for compliance with the type and quantity of the ordered goods and for visible defects at first sight. Further inspections of the goods can be carried out, if expedient, by a service provider authorized by the Buyer. Notification of defects determined by the foregoing inspection shall in any case be deemed to be in due time if given within 10 working days after the arrival of the goods at the respective import warehouse named by the Buyer. In case of hidden defects notification shall in any case be deemed to be in due time if given within 10 working days of discovery.

Liability of Defects: Generally, the Buyer has the right to choose the type of supplementary performance. The Seller may refuse the type of supplementary performance chosen by the Buyer if the costs therefore are out of proportion. The right to claim compensation, especially compensation instead of delivery, remains explicitly reserved. Should the Seller not start removing the defect straight away following the Buyer's request, the Buyer shall have the right to have it done by himself or by a third party (e. g. covering purchase) at the Seller's cost in order to avoid acute risks or damages. If it is foreseeable that the Seller is not able to remove the defect before the delivery date mentioned in the contract has expired, the Buyer shall have the right to take above measures without prior request. Any further legal claims of the Buyer concerning material defects or defects of title remain unaffected by this.

In case of defects of title the Seller shall indemnify the Buyer against any third party claims, unless the defect of title is not due to his fault. All claims of the Buyer arising from the defectiveness of the goods become time-barred in accordance with the legal regulations. The limitation period begins with the arrival of the goods at their destination. Should the Buyer have any expenses arising from the delivery of the defective goods and their incoming goods and quality control, especially for transport, delivery, labor, storage or material, the Seller shall have to bear the costs. Unless otherwise specified, the legal provisions concerning defects of material and title shall be applied.

Product Liability:	<p>To such extent as the Seller is liable for product damage, he is obliged to release the Buyer from third-party damage claims upon first demand.</p> <p>Within the framework of his liability, the Seller shall also be obliged to reimburse all expenses resulting from or in connection with a recall campaign carried out by the Buyer.</p> <p>The Buyer shall – as far as possible and reasonable – inform the Seller about the content and scope of the recall measures to be performed and give the Seller the opportunity to comment. Any further legal rights shall remain unaffected.</p>
Third Party Rights:	<p>The Seller shall ensure that no third party rights are infringed in connection with his delivery.</p> <p>If a third party claims damages against the Buyer because of infringement (incl. the infringement of competition rules), the Seller shall be obliged to release the Buyer from the claims upon first written request.</p> <p>The Seller's duty to indemnify shall apply to all expenses which the Buyer incurs from or in connection with the third party claim.</p> <p>The limitation period for claims by the Buyer against the Seller for infringement of third party rights is ten years counted as of conclusion of the contract.</p>
Delivery of Documents not in Conformity with the Contract:	<p>In case the Seller has provided incorrect or incomplete documents or documents that do not meet the legal or contractual requirements, the Buyer may withdraw from the contract and demand compensation without setting an extension of time.</p> <p>Instead of rescinding and claiming damages the Buyer may demand delivery of correct documents if he notifies the Seller of this within 5 working days.</p>
Assignment:	<p>The assignment or pledging of claims which the Seller has against the Buyer to third parties arising from the business relation between the parties shall be excluded, unless the Buyer has consented in writing to such assignment or pledging beforehand.</p>
Data Processing:	<p>The Seller acknowledges and agrees that all data relating to him, including personal data as defined by the German data protection act are stored and processed in the course of electronic data processing.</p>
Non-Disclosure Agreement:	<p>The Seller shall be obliged to keep all documents and information received from the Buyer strictly confidential. Third parties get access only with the express consent of the Buyer.</p> <p>The obligation of non-disclosure shall also apply after termination of this contract.</p>
Documents:	<p>The Buyer shall retain the right of property and copyright to all his documents. The documents must not be made available to third</p>

parties without the Buyer's express written consent and should be used exclusively for the performance of the contract. After the order has been completed they shall be returned to the Buyer, if requested.

General Terms: In addition to the regulations made under this contract the General Terms and Conditions as well as the Rules of Arbitration and Procedure for Experts of the Waren-Verein der Hamburger Börse e.V., dated 01.03.2011, shall apply. If required by the Buyer the Seller shall provide these regulations.

In case the regulations in this contract deviate from the above mentioned Terms and Conditions or Rules of Arbitration and Procedure, the regulations agreed to under this contract shall have priority.

Applicable Law: German law shall exclusively be applicable, excluding the law of conflicts and the UN Sales Convention (CISG). This shall apply irrespective of the country where the Seller and the Buyer are established and for which country the delivered goods are intended.

Place of Performance: Unless the place of performance is specified, the place of performance for the delivery of the goods is the warehouse stated by the Buyer.

Place of Jurisdiction: The parties hereby agree that the court of arbitration of the Waren-Verein der Hamburger Börse e. V., Hamburg, Germany, shall be exclusively competent to decide on any disputes arising from or in connection with this contract, including its execution and possible termination.

Contract Language: The contract language is German, unless otherwise decided by the parties.

Other terms: Between the parties the above conditions shall apply exclusively. The Buyer shall not accept any conditions that are conflicting with or differing from the contract. This shall also apply if the Buyer, in knowledge of contradictory or deviating terms of the Seller, accepts or pays a shipment of the Supplier without reservation. Any deviations from the above conditions are only effective if confirmed in writing by the Buyer.

Should individual conditions of this contract, in whole or in part, become invalid or impracticable or later lose their legal effectiveness or enforceability, this shall not affect the validity of the remaining provisions.

The ineffective or impracticable provision shall be replaced by an appropriate agreement which shall, as far as legally possible, come closest to the expectations of the contract parties.

The following attachment is directly related to the General Terms and Conditions for Purchasing of CT Canada Trade GmbH:

Annex Quality Assurance
General Quality Assurance Conditions

1. General requirements concerning certificates:

The below mentioned certificates have to be issued by a competent laboratory accredited acc. to DIN EN ISO/IEC17025. A certificate must include all parameter relevant for the marketability of the contract product. The marketability acc. to food law and with regard to food safety, -legality and -quality must be evaluated and confirmed. The following analyses are essential: Sensorics; chemicals; microbiology; declaration.

• **Nutrition information:**

The nutrition information in the report are based on analytical assessments determined from representative sample quantities (multiple determination). A calculation based on the formulation, only, is not accepted.

• **Genetically Modified Organism (GMO):**

The absence of GMO must be documented by a hazard analysis. If there is a risk of detecting GMO in the contract product, the Seller has to repeat the analysis risk-led or at least once a year. We also point out a risk-based performance of raw material analyses. These certificates have to be provided by the Seller and made available to Messrs. CT Canada Trade GmbH upon request.

• **Migrations:**

Migration of substances from the packaging into the foodstuff must be reduced to a minimum and, if possible, eliminated. The legal requirements have to be observed. The packaging material is proven to be appropriate for the particular use.

Specifications and conformity declarations in accordance with legal regulations are available for all applied packaging material that get in direct contact with the foodstuff (food contact materials). Conformity declarations are verified by migration tests either with the product itself or under „Worst case Conditions“. Mentioned specifications, certificates of conformity and migration tests have to be provided by the Seller and made available to Messrs. CT Canada Trade GmbH upon request.

• **Gluten:**

The existence of gluten in contract products using the term ‚gluten-free‘ has to be examined by means of an expert opinion. This is done by ELISA (detection limit gluten <10ppm). The Seller provides the Buyer with an expert opinion before the initial shipment. The Seller checks the absence of gluten at least by a quarterly report. These reports have to be provided by the Seller and made available to Messrs. CT Canada Trade GmbH upon request.

2. Listing certificate:

Before each initial shipment (listing products, promotional products, seasonal products) the Seller provides Messrs. CT Canada Trade GmbH with a recent report. The report must be no older than 6 weeks.

3. Quarterly reports:

Current quarterly reports have to be submitted to the Seller by end of February, May, August and November. These reports have to be provided by the Seller and made available to Messrs. CT Canada Trade GmbH upon request.

4. Product shelf-life:

The Seller is obliged to determine and regularly check the possible (necessary) shelf-life of the contract product with regard to worst case conditions (e. g. specific maximum storage temperature, production period, storage period ...) until the end of the agreed residual term (best before date). Periods for production, storage and logistics needed by the Seller must be reduced to the necessary minimum.

5. Reference samples

Reference samples from each production batch shall be retrained at least until the end of the shelf life. The number of the reference samples shall be sufficient for every kind of analysis that may be necessary (sensory analysis chemistry, microbiology and declaration). This means a minimum number of three reference samples. They shall be stored at the minimum temperatures indicated on the packaging.

6. Ingredients / Production method:

The quality parameter given by Messrs. CT Canada Trade GmbH must be observed.

The use of the following substances or production methods are generally not permitted:

- Genetically modified organism (GMO)
- Ionizing radiation
- The use of the following substances is only permitted based on a separate written agreement:
 - Azodyes, requiring a warning notice
 - Hydrogenated fats

7. Foreign object detection

Foreign object detection shall be performed in accordance with current technical standards. The end products shall be inspected for metallic foreign objects at the very last.

8. Certifications:

For the duration of contractual relationship all seller's production plants shall have a valid „higher level“ IFS certificate. In exceptional cases a valid „Grade A“ BRC certificate or an FSSC 22000 certificate may be accepted, following the instructions with CT Canada Trade GmbH.

9. Audits:

The seller shall authorise CT Canada Trade GmbH or an institute commissioned by CT Canada Trade GmbH to carry out unannounced audits at all production plants. The frequency of these shall be at CT Canada Trade GmbH's discretion. The auditor shall be given access to all relevant areas on presentation of an authorisation issued by CT Canada Trade GmbH. The seller shall make a competent employee or representative available to the auditor. Auditors shall be instructed to photograph any non-performances. These photographs shall serve solely for documenting isolated non-conformances. It is CT Canada Trade GmbH's intention that photographs are taken under the supervision of a competent employee.

10. Quality seals:

Advertising using quality seals (e.g. from Stiftung Warentest, Öko-Test, DLG (German Agricultural Society) or DZG (German Coeliac Society)) shall be exclusively at the purchaser's direct instigation

11. Market-related actions with external effects

If the seller is affected by a consumer warning with external effects (e.g. EU rapid alert, recall, press releases etc.), it shall notify the purchaser of this immediately and directly. The seller shall consult the purchaser immediately and directly on issues concerning the authorities, the press, consumer advice centers or private consumer protection organisations, which relates directly or indirectly to the contract products

12. Assumption of costs:

The seller shall bear the costs associated with the fulfilment and execution of points 1 to 11. This does not affect the separate agreement of a lump sum for the quality assurance measures performed by CT Canada Trade GmbH.

13. Distribution

The quality assurance appendix is available to the QA/OM departments at the respective seller's production facilities

14. Customer goodwill

In case of any personal injury or material damage incurred by the customer (product liability case) reported directly to the manufacturer or via CT Canada Trade GmbH which were caused by a product of the manufacturer, the facts of the case must be verified quickly and unbureaucratically, and the case shall be closed as quickly as possible in good faith, without the deductible being charged to the customer. Communication with the customer shall only be in the latter's local language. Shall the case be reported to the producer via CT Canada Trade GmbH and to which the customer consents in the course of the claim settlement, CT Canada Trade is also to be informed about the conclusion of the case and how it was settled.

CT Canada Trade GmbH

General Terms and Conditions of Sale and Delivery

1. The General Terms and Conditions of Sale and Delivery of CT Canada Trade GmbH (Seller) are intended exclusively for use with business firms. They apply exclusively for all offers made by the Seller and for all contracts concluded with the Seller. Terms and conditions of the Purchaser which deviate, contradict or supplement the same shall only apply if the Seller has expressly consented to such terms in writing. A contract shall only come into existence with the written confirmation of order of the Seller. No verbal ancillary agreements are made. The Seller reserves the right to cancel the contract in the event of incorrect or late self-supply through its supplier. This shall not apply if the Seller has expressly assumed the supply risk. The sales prices may be adjusted and increased corresponding to the ratio calculated by the Seller in the event of an increase in the national or international public levies or freight costs applicable for the contract products at the time of the conclusion of the contract, or in the case of their being newly introduced. The statutory VAT is to be added to the sales prices quoted.

2. Recognizable defects are to be notified by the Purchaser in writing immediately, hidden defects immediately, but no later than 3 working days following delivery. Complaints as to hidden defects may only be made so long as it is possible for the Seller to make a control check. Failure to lodge a complaint within the specified time limits shall preclude any claim of the customer in relation to defects. In the case of defects in the goods, the Seller shall, at its option, undertake remedial measures or make replacement delivery. The option shall not exist in the case of recourse under § 478 BGB [German Civil Code]. In the event of the final failure of the remedial measures or replacement delivery, the Purchaser may, at its option, demand a reduction in the price (abatement) or rescission of the contract (cancellation) and damages. In the case of a defect being only insignificant, the Purchaser shall have no right of cancellation. Should the Purchaser, following the failure of measures of subsequent performance, elect to claim damages, the amount of such damages shall be limited to the difference between the purchase price and value of the defective item. This shall not apply if the Seller has fraudulently induced the breach of contract. Public expressions, sales puff or advertising by the Seller or the manufacturer do not represent any contractual undertakings in relation to the properties of the goods. The Seller does not grant the Purchaser any warranties within the meaning of the law. Manufacturer warranties remain unaffected hereby. The limitation period for material and legal defects shall be one year, commencing with the passing of risk. In the case of recourse against the supplier under § 478 BGB, the statutory period of limitation shall apply.

3. The Purchaser shall not be entitled to any further claims above and beyond the rights granted to it in these Terms and Conditions; in particular, it shall not be entitled to any claims for damages arising from fault in concluding the contract (*culpa in contrahendo*), other breaches of duty or from tortious acts. The exclusion of liability shall not apply where a claim for damages is based on the wilful intent or gross negligence of the Seller, its legal representative or vicarious agent, or in the case of a breach of a fundamental contractual duty on the part of the Seller, its legal representative or vicarious agent. In the case of culpable breach of fundamental contractual duties by the Seller, its legal representative or vicarious agent, the Seller shall only be liable for the reasonably foreseeable damage typical for the type of contract. The Seller shall not be liable for any damage not suffered by the object of delivery. Further, the exclusion of liability shall not apply in the case of damage arising from injury to life, body or health which results from a negligent breach of duty of the Seller or a deliberate or negligent breach of duty of its legal representative or vicarious agent, and in cases in which, under the Product Liability Act, liability exists in the case of defects in the object of delivery for injury to persons or for material damage to privately used objects. The same shall apply where the Seller has given a warranty as to the properties of the goods, or has expressly assumed the supply risk. Claims to damages arising from this contractual relationship may only be asserted within the preclusive period of 1 year from the commencement of the statutory period of limitation.

4. Cases of force majeure shall entitle the Seller –regardless of its other rights –to cancel the contract, either in whole or in part, where they are of not insignificant duration. Cases of force majeure shall include e.g. war, riot, unrest, import and export restrictions, official measures, interruptions in operations for which the party is not responsible, strike, lockouts, interruptions of the traffic routes, natural catastrophes such as e.g. extraordinary heat, wetness or frost periods and other events which make it impossible or unreasonable for the Seller to perform the contract. In any case, correct and punctual supply to ourselves reserved.

5. The Seller reserves title to the goods it has supplied until payment has been made in full in respect of all claims arising from the business relationship. Until payment has been made in full in respect of all claims arising from the business relationship, the Purchaser shall be obliged to handle the goods with care and to inform the Seller immediately of any seizure of the goods by third parties, as, for instance, in the case of a levy of execution, or of any damage to or destruction of the goods, a change in possession of the goods or of the filing of an application for the opening of insolvency proceedings in relation to the assets of the Purchaser. In the case of conduct on the part of the Purchaser in breach of the contract, in particular in the case of default in payment or in the case of a breach of a duty under this provision, the Seller shall be entitled to reclaim possession of the goods without cancelling the contract. The Purchaser shall be entitled to resell the goods in the normal course of business. It assigns to the Seller already now all claims in the amount of the invoice sum which accrue to it against its customers or third parties through the re-sale. The Seller accepts the assignment. Following the assignment, the Purchaser shall be entitled to collect the debt. The Seller reserves the right to collect the debt itself as soon as the Purchaser fails properly to fulfil its payment obligations towards the Seller, becomes in default of payment vis-à-vis the Seller, ceases payments or an application is filed for the opening of insolvency proceedings in relation to the assets of the Purchaser. In the cases described in the 5th sentence, the Purchaser shall be obliged to provide the Seller with the information and documents necessary to collect the debts and, at the request of the Seller, to notify the third party debtor of the assignment. The processing or refashioning of the purchased item by the Purchaser is always carried out for the Seller. Should the purchased item be processed together with other objects not belonging to the Seller, the Seller shall acquire co-ownership in the new item in the ratio of the value of the purchased item to

the other objects processed or refashioned at the time of the processing or refashioning. In relation to the object created through processing or refashioning, the same shall apply in all other respects as for the purchased item delivered subject to reservation of title. Should the purchased item be mixed inseparably with other objects not belonging to the Seller, the Seller shall acquire co-ownership in the new item in the ratio of the value of the purchased item to the other objects mixed at the time of the mixing. Should the mixing occur in such manner that the item of the Purchaser is to be regarded as the main item, it is deemed as agreed that the Purchaser assigns to the Seller proportional co-ownership. The Purchaser shall keep in safe custody for the Seller such sole or co-ownership property thus arising.

6. Should the Purchaser be in default with a payment, the Seller shall, in relation to further deliveries, in addition to its statutory claims, have a right of retention and the right to demand payment in advance for the same. The Purchaser shall not be entitled to exercise any right of set-off or retention unless its counter-claims have been judicially determined and become final and legally binding, or they are undisputed or recognised by the Seller. The Purchaser shall only be entitled to exercise a right of retention to the extent that its counter-claim is based on the same contractual relationship.

7. Deliveries are made ex warehouse unless otherwise agreed.

8. In the first priority, the provisions of these General Terms and Conditions of Sale and Delivery of the Seller shall apply. If and in so far as these contain no provisions, the following shall apply by way of supplementary provisions. The Purchaser shall, upon request, receive a copy of the relevant terms and conditions from the Seller and expressly agrees to their application. In the lowest priority, if and in so far as the provisions in accordance with sentences 1 and 2 do not apply, the law of the Federal Republic of Germany shall apply.

9. In case the Purchaser maintains a commercial business, the exclusive court venue shall be Lübeck in the case of contracts with a Purchaser having its registered office within the Federal Republic of Germany where the goods are delivered only within the Federal Republic of Germany (domestic contract). In the case of contracts with a Purchaser having its registered office outside the Federal Republic of Germany, in the case of delivery of the goods from a foreign country into the Federal Republic of Germany, from the Federal Republic of Germany into a foreign country or in the case of delivery of the goods exclusively abroad (trans-border commerce), all legal disputes arising from the business relationship shall be decided by a court of arbitration, namely on the basis of the Rules of Procedure of the Warenverein der Hamburger Börse e.V. based on their constitution dated March 1st, 2011. The Purchaser shall, upon request, receive a copy of the relevant terms and conditions from the Seller and expressly agrees to their application. The Seller reserves the right, at its option, to submit the dispute to an ordinary court of justice. With regard to the court venue, reference is made to Clause 9, para. 1. Should the Purchaser wish to sue the Seller, it must first give the Seller the opportunity of exercising its option. At the request of the Purchaser, the Seller shall exercise its option prior to the institution of legal proceedings. Should the Seller fail to exercise its option or to exercise the same within 7 days following receipt of the request of the Purchaser, the dispute shall be decided in accordance with Clause 9, para. 2, 1st sentence by a court of arbitration. This is a translation of the only authentic German version. A copy of the German text is available on request.