

GENERAL TERMS AND CONDITIONS OF PURCHASE

Definitions

In these GTCP's and in any Contract entered into on their basis, the following capitalised terms shall have the meaning ascribed to them under this Section 0:

Buyer: the entity of the Picart & Beer Group mentioned in the STC's acting as the Buyer, or, if no such mention is made in the STC's, Picart & Beer SA, with registered offices in Avenue de Tervueren 365-367, 1150 Woluwe Saint-Pierre, Belgium, VAT BE 0422.600.195.

Contract: any agreement entered into in between the Buyer and the Supplier for the purchase and/or supply of Products in accordance with these GTCP's. The terms and conditions of any Contract comprise STC's and these GTCP's.

GTCP's: these general terms and conditions of purchase.

Order: a written offer to purchase Products from the Supplier, containing STC's for the specific purchase in question.

Products: any and all products and related services or goods to be delivered or supplied by the Supplier under any Contract, as specified in the relevant STC's.

STC's: specific terms and conditions contained in an Order.

Supplier: the party to a Contract other than the Buyer.

Scope and Applicability

These GTCP apply to all Orders and to all Contracts entered into by the Buyer and the Supplier. They can only be varied or supplemented by STC's drawn up in writing in an Order signed on behalf of the Buyer. Any such STC's will only vary or supplement the GTCP's in the framework of the specific Order or Contract they relate to.

All other terms and conditions (including the Supplier's terms of sale) shall not apply to any Order or Contract and are hereby disclaimed.

Formation of Contracts

An Order emitted in accordance with Section 0 shall be considered as a firm offer to enter into a Contract on the basis of these GTCP's and applicable STC's.

Any Order issued by the Buyer shall be deemed accepted by the Supplier, and a Contract shall form on the basis of such Order upon the earliest of (i) written confirmation of receipt of the Order by the Supplier, (ii) the Supplier undertaking any action indicative of fulfilling the Order, or (iii) the delivery of the Products.

The Buyer shall be entitled to modify the quantities of an Order until despatch of the Products.

Quality of Products

The Supplier warrants that the Products :

Conform with any sample approved by the Buyer and/or with the specifications provided in the STC's and are otherwise of merchantable quality and free of defects altering their normal use or purpose;

Are fit for any particular purpose communicated to the Supplier before formation of the Contract;

Can be freely sold and their property fully transferred to the Buyer without any infringement of third parties' rights. For the avoidance of doubt this implies that the Supplier warrants that the Products are free of any encumbrance, lien, security, collateral or other right, whether personal or *in rem* granted to any third party;

Are packaged properly and in accordance with any particular specifications provided in the STC's.

The Buyer shall be entitled to challenge the Supplier's analysis results based on analyses performed in accordance with industry standard by a neutral third party. Such neutral analyses shall be final and binding for the purpose of determining the final value of the Products.

Where the Buyer finds that Products are affected by a defect, the Buyer shall notify this to the Supplier in writing (including by e-mail). Visible defects must be notified by the Buyer within one month of the physical delivery of the Products to the Buyer (or his designated recipient). Hidden defects must be notified to the Supplier within one month of their discovery by the Buyer (or by his designated recipient).

Where a claim is made by the Buyer in accordance with Section 0 above, the Supplier shall, without prejudice to any other remedy available to the Buyer, at the Buyer's option, (i) replace, (ii) credit or (iii) accept a price reduction for the Products affected by the defect, which the Buyer shall be able to determine on a provisional basis (subject to challenge by the Supplier). If rejected, the defective Products will, where possible, be put at the Supplier's disposal for collection within fifteen days and for a period of fifteen days. Past this period, the Buyer shall be entitled to dispose of the defective Products as they deem fit and at the Supplier's cost.

Quantity of Products

The quantity of the Products is set out in the STC's.

The Buyer shall be entitled to challenge the Supplier's weighing report based on weighing realised at the physical delivery of the Products upon arrival at the Buyer's (or his designated recipient's) premises. The final price for the Products shall be determined on the basis of such weighing reports.

Any significant shortfall in Products (i.e. more than 10% shortfall) must

be delivered by the Supplier as soon as practically possible.

Transport & Delivery

Unless provided otherwise in the STC's, the Products will be delivered DDP at the premises designated by the Buyer.

Delivery dates are binding upon the Supplier. In case of expected delayed delivery, the Supplier shall warn the Buyer and indicate the expected delivery date. Without prejudice to any other rights and remedies available to it, the Buyer shall then have the option either to accept the delayed delivery date or to cancel the Order. In the latter case, any amounts paid by the Buyer shall be immediately reimbursed by the Supplier.

Risk & Title

Regardless of the delivery terms, risk over the Products shall only transfer to the Buyer upon physical delivery to the Buyer (or to its designated recipient). Risk of carriage and (un)loading shall always vest with the Supplier.

Title to the Products shall pass to the Buyer upon legal delivery in accordance with the delivery terms set out in the STC's or under Section 0.

Price, Invoicing & Payment

Unless provided otherwise, the prices mentioned in the Order are (i) final and not subject to any change, (ii) understood on a DDP basis (i.e. inclusive of costs, carriage, duties, etc.) and only exclusive of VAT, if any.

Unless provided otherwise in the Order, the Products shall be invoiced upon delivery. The Supplier's invoices are payable within 30 days of receipt. Payment is without prejudice to any claims or rights the Buyer may have against the Supplier and shall not constitute acceptance of the Products.

In the event of a disputed invoice, the Buyer may withhold payment. The Buyer may at any time set off any liability to the Supplier against any liability of the Supplier and/or an affiliate to Supplier whether present or future, liquidated or unliquidated and whether or not arising under the Contract.

Remedies

Without prejudice to any other specific remedies set out in the GTCP's or any other remedies available under applicable law, any breach of Contract by the Supplier that is not cured within 3 days of a notice thereto shall entitle the Buyer to suspend its obligations under any Contract.

Without prejudice to any other specific remedies set out in the GTC's or any other remedies available under applicable law, any breach of Contract by the Supplier that is not cured within 10 days of a notice thereto shall entitle the Buyer to rescind the relevant Contract and claim damages from the Supplier. The Buyer shall be entitled to apply Section 0 so long as the Supplier fails to indemnify the Buyer.

Liability

Save for fraud, wilful misconduct or bodily injury, under no circumstance shall the Buyer's liability towards the Seller under any Contract include indirect or consequential damage or exceed the total contract price.

The Supplier is at all times liable for the actions or omissions of his agents or appointees.

Hardship

The Parties expressly disclaim the hardship provisions contained in article 5.74 of the Belgian civil Code.

Miscellaneous

The invalidity or illegality of any of the provisions of a Contract shall not result in the invalidity or nullity of the remainder of the provisions of the Contract. The parties undertake to negotiate in good faith the drafting of a new provision intended to replace, with the closest possible valid effects, the clause declared null and void. In case the parties fail to agree on such a new provision, either party can request the Court of competent jurisdiction to determine such provision.

The non-exercise by the Buyer of any right or remedy available to him under the Contract or under applicable law does not amount to a waiver of such right or remedy. Any such waiver shall only be valid if made in writing.

All Contracts (including these GTCP's) and any pre- or non-contractual claims in relation with it are governed exclusively by Belgian law. The application of the Convention on the International Sale of Goods is hereby disclaimed.

Any dispute in relation to a Contract or these GTCP's (including in relation to any pre- or non-contractual issue related thereto) will be finally and exclusively settled by the Courts of Brussels, Belgium.