



General Conditions of Sale of Royal FrieslandCampina N.V. and its subsidiaries, each referred to individually in these conditions as "FrieslandCampina"

1 Scope of Application

- 1.1 All offers from and all orders placed with FrieslandCampina for the sale and delivery of products by FrieslandCampina (hereinafter referred to as "goods") and all contracts with FrieslandCampina in that regard are subject exclusively to these conditions.
- 1.2 These conditions are also applicable to services, the contracting of work and the provision of advice by FrieslandCampina in relation to the sale and delivery of goods.
- 1.3 The applicability of the conditions of the other party or the buyer (hereinafter referred to as "purchaser") to the contract with FrieslandCampina is hereby expressly rejected.
- 1.4 The purchaser can only rely on stipulations that are contrary to these conditions if and insofar as they have been accepted by FrieslandCampina in writing.
- 1.5 The purchaser previously contracted under these conditions accepts the applicability of these conditions to contracts it subsequently enters into with FrieslandCampina.
- 1.6 FrieslandCampina reserves the right to amend these conditions unilaterally. An amendment as provided for above shall be legally valid between FrieslandCampina and the purchaser and will come into effect 30 days following its notification by means of filing at the Chamber of Commerce. In the event of a material amendment to these General Conditions of Sale by FrieslandCampina, the purchaser is entitled to inform FrieslandCampina by means of a registered letter with proof of receipt, within 14 days of the aforementioned notification of amendment, that it wishes to terminate the contract prematurely as of the effective date of the amended General Conditions of Sale if said amendment applies to the purchaser. No later than 10 days from the timely receipt of the aforementioned letter, FrieslandCampina is entitled to inform the purchaser in writing that it is prepared to continue the contract on the basis of the unamended General Conditions of Sale. In such a case, the amendment shall not apply to the purchaser and the contract shall be continued on the basis of the unamended General Conditions of Sale. If FrieslandCampina does not invoke the aforementioned right, the contract with the relevant purchaser shall terminate automatically as of the effective date of the amended General Conditions of Sale.

2 Offers, orders and contracts

- 2.1 All offers of FrieslandCampina are subject to contract.
- 2.2 Orders and acceptances of offers by the purchaser are deemed to be irrevocable. Orders of purchasers are not binding to FrieslandCampina in isolation. Contracts are exclusively binding to

FrieslandCampina once they and their method of execution have been accepted in writing. Verbal undertakings or agreements by or with its personnel are not binding to FrieslandCampina until and provided that they have been confirmed in writing.

- 2.3 These conditions are applicable by analogy to amendments to a contract.

3 Conformity

- 3.1 All statements of FrieslandCampina concerning quantities, measurements, weights and other indications related to goods are made with the greatest possible care. FrieslandCampina cannot however guarantee that there will be no non-conformities in that regard. Non-conformities that are customary in the sector will in all cases be permitted. The purchaser shall verify to as great an extent as possible that the stated or agreed quantities, measurements, weights and/or other indications of FrieslandCampina upon receipt. Samples, drawings or models of the goods being delivered presented or issued by FrieslandCampina are purely indications as provided for in this article and are explicitly subject to the provisions of this article.
- 3.2 The purchaser shall verify that the goods he orders or has ordered and the accompanying documentation, packaging, labelling and/or other information meet the governmental requirements operated in the country of destination.

4 Price

- 4.1 In the absence of agreement to the contrary prices indicated by FrieslandCampina or agreed with FrieslandCampina are net, ex works (in conformity with the provisions of the latest version of Incoterms). Prices are therefore exclusive of VAT, exclusive of import and export duties, excise duties and other taxes or levies imposed or charged in relation to goods and their transportation costs.
- 4.2 If FrieslandCampina has accepted the packaging, packaging materials, loading, transport, forwarding, unloading or insurance of goods without explicitly agreeing in writing on a price, FrieslandCampina reserves the right to charge the purchaser with the actual costs incurred and/or the usual rates charged by FrieslandCampina.
- 4.3 Prices indicated by FrieslandCampina or prices agreed with FrieslandCampina are based on the cost price of the goods applicable at the time at which the contract is entered into. If the cost price is subject to an increase, after signing the contract but prior to delivery of the goods, that is beyond FrieslandCampina's reasonable control, for example due to government measures, exchange-rate fluctuations or changes to subsidies, raw-materials prices (also in connection with changes to or a lapse of price quotations), freight rates, energy

costs, import and export duties or excise, or as a result of inflation, FrieslandCampina is entitled to raise the prices accordingly.

4.4 If and insofar as the prices are based on price lists of FrieslandCampina, the current price list at the time of delivery will apply. FrieslandCampina will notify the purchaser of changes to price lists as soon as possible.

5 Delivery term

5.1 The delivery term comes into effect upon formation of the contract, once FrieslandCampina is in possession of all materials, documents and details to be provided by the purchaser and once any stipulated advance payment has been received by FrieslandCampina or security for payment has been furnished in the favour of FrieslandCampina.

5.2 The delivery term quoted by FrieslandCampina is indicative and shall never be regarded as a strict deadline. In the event of exceeding the delivery term, the purchaser is never entitled to claim compensation for supplementary or replacement [goods], direct or indirect damage, or not to comply with or suspend any other obligation resulting from the contract or to terminate or rescind the contract. However, following expiry of the delivery term the purchaser is entitled to notify FrieslandCampina of a new, reasonable delivery term, and in the event of that delivery term being exceeded the purchaser will be entitled to terminate or rescind the contract without any costs being incurred by means of a written notification to that effect sent to FrieslandCampina within fourteen days, without that leading to FrieslandCampina being obliged to pay any compensation for damages.

5.3 The delivery term will be extended by the amount of time by which the contract is delayed through force majeure (as specified in article 10 of these conditions).

6 Delivery, acceptance, storage

6.1 FrieslandCampina has the right to engage third parties (hereinafter referred to as "auxiliary persons") for the implementation of the contract or parts thereof.

6.2 Unless the parties have expressly agreed upon a different method of delivery, deliveries are Ex Works (according to the provisions with regard to this term as set forth in the Incoterms).

6.3 FrieslandCampina reserves the right to deliver in batches. For the purpose of these conditions, each batch delivery is deemed to be a separate delivery.

6.4 The goods must be accepted in full by or on behalf of the purchaser at the agreed place and at the agreed time of delivery. The purchaser is responsible for the provision of sufficient loading and unloading facilities for fast unloading.

6.5 If the purchaser fails to accept the goods or to accept them on time, he will be held in default without notice of default being required. FrieslandCampina will in that case be entitled to store the goods at the purchaser's expense and risk or - to be decided at its own discretion - to sell them to a third party. The

purchaser shall remain liable for the purchase sum plus interest, damage, loss, and costs, including but not limited to storage costs, and less any possible net revenue from the sale to the third party.

7 Packaging materials

7.1 If, contrary to the provisions of article 6.2 of these conditions, it has been agreed that FrieslandCampina will provide for the transportation of the goods on the purchaser's behalf, FrieslandCampina will, in the absence of any further instructions given by the purchaser to FrieslandCampina, which have been accepted by FrieslandCampina in writing, determine the method used for transportation, forwarding, packaging, etc., without FrieslandCampina bearing liability in that regard.

7.2 The packaging materials, if not intended for once-only use, including but not restricted to pallets, crates, containers and other transport resources, remain the property of FrieslandCampina, even if the purchaser has paid a deposit for them. The purchaser is therefore not entitled to pass on the packaging materials to third parties.

7.3 The packaging materials may not be used for anything other than their intended purpose.

7.4 The purchaser is obliged to return the packagings, sorted and cleaned, as soon as possible but by the next delivery of FrieslandCampina to the purchaser at the latest. The related costs shall be borne by the purchaser.

7.5 In the event of loss or damage of packaging materials, the purchaser's claim to reimbursement of the deposit shall be cancelled and the purchaser will be obliged to compensate FrieslandCampina for the loss, less the amount of the deposit.

8 Transfer of risk and ownership

8.1 The risk of the purchased goods transfers to the purchaser at the time of delivery.

8.2 All goods delivered by FrieslandCampina remain the property of FrieslandCampina until the time of full payment of all that which is owed to FrieslandCampina by the purchaser in connection with the underlying contract and/or previous or later contracts of the same nature, including damages, costs and interest. The purchaser waives any rights of retention in respect of the goods in advance and shall not attach those goods.

8.3 With regard to deliveries of goods within the territory of the Federal Republic of Germany the following applies:

a. FrieslandCampina reserves title to all goods supplied until any and all claims arising from the business relationship with the customer have been settled. The adjustment of individual claims in a current transaction statement and the balancing of current transactions and recognition of such shall not affect the retention of title. The customer is entitled to have our title-reserved goods at his disposal in the orderly course of business provided he meets his obligations to FrieslandCampina. As

a precautionary measure, the claim thus arising against third parties is deemed to be ceded to FrieslandCampina. In the case of onward sale for cash, the proceeds shall immediately take the place of the goods, and the proceeds must be handed over without delay in settlement of FrieslandCampina's claims.

If the value of the security in FrieslandCampina's favour exceeds the claims to be secured by more than 20%, we have an obligation to release to that extent upon request by the customer. Any access by any third party to the title-reserved goods must be reported to FrieslandCampina immediately. The customer is only entitled to withhold or offset the purchase price if his claim is uncontested or is determined with binding legal effect.

- b. The title-reserved goods are handled and processed on behalf of FrieslandCampina as the manufacturer in accordance with Article 950 of the German Civil Code, but without his obligation. If the item is processed or inseparably mixed with objects not belonging to FrieslandCampina, FrieslandCampina shall acquire the joint title to the new goods. The right to have disposal of the goods in the orderly course of business does not apply, however, whenever and in so far as a prohibition of assignment has been agreed between the customer and his customer with regard to the claim to the purchase price. If FrieslandCampina's title-reserved goods are sold by the customer, the customer hereby assigns to FrieslandCampina in advance any and all claims arising from onward sale. FrieslandCampina accepts this assignment. The customer remains entitled to collect the ceded claims until revocation (which may be made at any time).
- c. In the event of default, or any other material breaches of duty or material deterioration of the customer's financial situation, the customer undertakes to surrender such title-reserved goods. The customer hereby grants FrieslandCampina advance permission to access his business premises for the purpose of collection. FrieslandCampina is entitled to sell on title-reserved goods which have been taken back in the orderly course of business and to defray its costs with the proceeds. Take-back of title-reserved goods is only precautionary; withdrawal from the contract is only entailed where explicitly declared in writing.

The agreement concerning rights to retention of title in this clause 8.3 shall be subject solely to German law.

- 8.4 The purchaser is obliged to keep and/or render the goods subject to retention of title in FrieslandCampina's favour identifiable and to keep them separate from each other and from other goods held by the purchaser. FrieslandCampina reserves the right at all times, without any further authorisation being required from the purchaser, to repossess the goods held by the purchaser under retention of title, irrespective of where they

are located.

The purchaser shall grant his co-operation in this respect. After recovery, the purchaser shall be credited for the market value of the relevant goods, which shall never exceed the original purchase price less the costs associated with the recovery and the other costs of and damage or loss suffered by FrieslandCampina.

- 8.5 For as long as the ownership of the delivered goods is reserved by FrieslandCampina, the purchaser does not have the right to dispose of them other than in the course of his business, or to establish any limited right in rem on them. The purchaser has a duty of care with regard to the goods covered by the retention of title and must insure them and keep them insured against all of the risks customary in the sector. In the event of a credit sale, the purchaser is obliged to stipulate a retention of title from his purchasers on the basis of the provisions of this article. The purchaser undertakes not to assign or pledge any claims on his purchasers to third parties without prior written permission from FrieslandCampina. As soon as FrieslandCampina expresses this wish, the purchaser also undertakes to pledge said claims to FrieslandCampina in the manner set out in section 3:239 of the Dutch Civil Code, as further security for its claims on the purchaser.

- 8.6 The purchaser shall provide FrieslandCampina with the opportunity to inspect the insurance policies upon request. The purchaser shall pledge all his claims by virtue of said insurance to FrieslandCampina, in the manner set out in section 3:239 of the Dutch Civil Code, as further security for its claims on the purchaser as soon as FrieslandCampina requests so.

9 Intellectual and industrial property rights

- 9.1 All intellectual and industrial property rights related to delivered goods and/or rendered services are held by FrieslandCampina or third party entitled parties and are not transferred to the purchaser by virtue of the contract with FrieslandCampina, even if the goods or services have been designed, developed or compiled specifically for the purchaser. The delivery of an article cannot be deemed to constitute an explicit or implicit licence for the purchaser to use, reproduce or release to third parties the intellectual or industrial property rights, unless FrieslandCampina has given express written consent to that effect.

- 9.2 The purchaser will immediately alert FrieslandCampina if a third party infringes or threatens to infringe the industrial or intellectual property rights of FrieslandCampina or if third parties adopt the position that goods of FrieslandCampina infringe their own industrial or intellectual property rights. In the event of the latter case arising, FrieslandCampina will be free to decide at its own discretion to replace or modify the goods or terminate or rescind the contract with the purchaser. In such cases the purchaser

is not entitled to compensation for damages from FrieslandCampina except if and insofar as he is able to derive such a right from article 14 of these General Conditions of Sale.

10 Confidentiality

10.1 The purchaser is obliged to protect the confidentiality of all information that comes to his notice about FrieslandCampina, even if that information is not sufficiently designated as being confidential, and to stipulate the same in respect of staff members and third parties involved in any way in the execution of the contract. The purchaser is prohibited from using the aforesaid information for his own purposes or for third parties.

10.2 The purchaser shall refrain without the prior written permission of FrieslandCampina from making direct or indirect use of his relationship with FrieslandCampina for promotional activities or other purposes.

11 Force majeure

11.1 For the purposes of these General Conditions of Sale, force majeure ("non-attributable failure") refers to everything that is included in law and in case law, but also to any circumstance beyond FrieslandCampina's control that impedes compliance with its obligations towards the purchaser in full or in part or which means that the purchaser cannot reasonably require FrieslandCampina's compliance with the contract.

11.2 Force majeure includes in any case: business embargoes, strikes, lockouts, lack of raw materials, animal diseases, pollution, terrorism, delayed delivery to FrieslandCampina of goods or services ordered from third parties, accidents, operational breakdowns, production or transport problems not foreseen by FrieslandCampina, and the lapse, withdrawal or non-renewal of the necessary permits, certificates, licences, et cetera.

11.3 During the period of force majeure, FrieslandCampina is able to suspend its obligations from the contract. If this period continues for more than two months, FrieslandCampina and the purchaser, the latter with due regard to the provisions of article 17.4 of these General Conditions of Sale, are entitled to unilaterally terminate or rescind the contract for the part that was not implemented, without being liable for any damages.

11.4 FrieslandCampina is entitled to claim payment for the performances that were delivered in the framework of the relevant contract before the circumstances that produced the force majeure occurred.

11.5 FrieslandCampina is also entitled to invoke force majeure if the circumstance that produces force majeure occurs after its performance should have been delivered.

12 Sale, delivery to third parties

The purchaser's sale, delivery or other form of provision of the goods delivered by FrieslandCampina to the purchaser to third parties

shall take place in the original and undamaged composition and packaging of the goods per unit originating from FrieslandCampina.

If the composition and/or the packaging of the goods is altered or damaged following delivery by FrieslandCampina to the purchaser, irrespective of how that was caused, the purchaser is obliged to notify FrieslandCampina as such without delay and the purchaser is further obliged to sell and/or deliver those products back to FrieslandCampina if that is requested by FrieslandCampina within seven days of receiving the notification. FrieslandCampina will pay reasonable compensation for that in compliance with the market values of those goods in their altered and/or damaged condition unless the purchaser has already been compensated by other means and/or the change to the composition or packaging and/or the damage can be attributed to the purchaser.

13 Claims

13.1 Immediately upon receipt, the purchaser is obliged to inspect or have inspect the goods by the purchaser himself or by a third party acting on the instructions of the purchaser. Any complaints regarding visible defects must be reported to FrieslandCampina within no more than ten days, failing which the purchaser's claims on FrieslandCampina become null and void.

13.2 Claims of the purchaser concerning "hidden" defects shall, on penalty of forfeiture of all claims of the purchaser against FrieslandCampina, be made within ten days of after they could have been discovered reasonably, however, within six months at the latest following delivery, unless the goods have an expiry date and the defect is of such a nature that the goods have a shorter shelf life than the indicated expiry date, in which case a claim can be filed until the expiry date has elapsed.

13.3 The purchaser shall complain in writing. The complaint must contain the most detailed possible description of the defect in order to enable FrieslandCampina to respond adequately. The purchaser shall provide FrieslandCampina with the opportunity to investigate or have investigate the complaint. The purchaser shall grant all necessary co-operation with the investigation. If the purchaser grants no or inadequate co-operation or if the investigation is not or no longer possible for any other reasons, the purchaser's claims on FrieslandCampina will become null and void.

13.4 In addition to the cases provided for in paragraphs 1 and 2, all rights to submit a claim shall be null and void if:

- a. the goods have been transported, handled, used, processed or stored by or for the purchaser incorrectly or contrary to the instructions given by or on behalf of FrieslandCampina;
- b. the goods have been processed by or on behalf of the purchaser;
- c. the purchaser has failed to meet any of its obligations to FrieslandCampina under the underlying contract or to meet them in full or on time;

- d. the purchaser acts contrary to the provisions of article 12 of these conditions.
- 13.5 In cases of a justified and timely claim FrieslandCampina will either redeliver free of charge or credit the purchaser in full or in part for the defective goods, to be decided at FrieslandCampina's discretion. These conditions are applicable to redeliveries.
- 13.6 After establishing a defect the purchaser is obliged to do everything possible to prevent or limit losses, expressly including immediate discontinuation of usage, treatment or processing.
- 13.7 Goods in which regard a rightful claim has been lodged may only be returned to FrieslandCampina with the prior written approval of FrieslandCampina and may only be destroyed on the written request of FrieslandCampina. The costs of returning or destroy goods, if the claim is justified, shall be borne by FrieslandCampina exclusively provided that a written approval request to that effect has been received from FrieslandCampina.

14 Liability

- 14.1 The liability of FrieslandCampina in connection with defects in the goods it has delivered and related services is limited to compliance with the obligations following claims as provided for in the previous article.
- 14.2 FrieslandCampina cannot under any circumstances be obliged to pay compensation for damages other than if and insofar as the losses have been suffered owing to intention act or omission or gross negligence on the part of FrieslandCampina. FrieslandCampina cannot under any circumstances be held liable for indirect or immaterial losses, such as but not limited to trading losses, consequential losses or demurrage and loss of income and profits, loss of clients, damage to reputation and/ or goodwill.
- 14.3 In all cases where FrieslandCampina is obliged to pay compensation for damages, those damages shall never exceed either - to be decided at its own discretion - the invoiced value of the delivered goods and/or rendered services by which or in relation to which the loss has been caused or, if the loss is covered by FrieslandCampina's insurance, the amount actually paid out by the insurer in that regard.
- 14.4 All claims against FrieslandCampina other than those which have been acknowledged by FrieslandCampina shall lapse by the mere expiry of 12 months following the origin of that claim.
- 14.5 The employees of FrieslandCampina or auxiliary persons engaged by FrieslandCampina for the execution of the contract can invoke against the purchaser all defences that can be derived from the contract as though there were themselves a party to that contract.
- 14.6 The purchaser shall indemnify FrieslandCampina, its employees, and any auxiliaries engaged for the implementation of the contract in full against any form of liability in connection with FrieslandCampina's implementation of the

contract. In the framework of his duty of indemnity, the purchaser is bound to reimburse the reasonable costs of defending claims by third parties.

15 Purchaser's obligations and indemnification

- 15.1 Non-observance by purchaser of the agreement or any one or more of the provisions of these conditions, or non-compliance of instructions or requirements of FrieslandCampina, or non-observance due to attributable unlawful actions or failure by or on behalf of the purchaser resulting in damage for FrieslandCampina shall oblige the purchaser to compensate FrieslandCampina for all the damage it suffered. Without prejudice to the provisions of article 14.6, the purchaser indemnifies FrieslandCampina against all claims by third parties for compensation of any damage suffered by these third parties in such a case. In the framework of his duty of indemnity, the purchaser is bound to reimburse the reasonable costs of defending claims by third parties.
- 15.2 FrieslandCampina may impose the obligation on the purchaser to remove goods that he has brought onto the market and which are defective, or in which a defect threatens to manifest itself, from the market within a reasonable period of time to be stipulated by FrieslandCampina (product recall). All related costs of this shall be borne by the purchaser unless the cause of the recall is not for the account of the purchaser according to the contract, these General Conditions of Sale or current law.

16 Payment and security

- 16.1 Payment shall be made, without any discount, at the agreed time or, if no time has been agreed, within 14 days of the invoice date, in the currency stated in the invoice and exclusively in the manner stipulated in the invoice. FrieslandCampina reserves the right at all times to demand full or partial advance payment and/or otherwise require security for payment in the form of a bank or group guarantee, to be decided at its own discretion. The purchaser is obliged to meet that requirement.
- 16.2 FrieslandCampina is authorised at all times to set off amounts owed to the purchaser against what is owed to any company forming part of the FrieslandCampina group by the purchaser, whether or not exigible, subject to conditions or a time limit.
- 16.3 The purchaser relinquishes all rights to set off mutually owed amounts. Submitted claims do not suspend the purchaser's payment obligation.
- 16.4 If the purchaser fails to meet any payment obligation as set forth above, he shall be held in default without notice of default being required. As soon as the purchaser fails to remit any due payment, all other claims of FrieslandCampina on the purchaser shall become immediately due and payable and the purchaser shall be placed in default with regard to those claims with immediate effect and without notice of default being required. With effect from the date on which the purchaser is held in default, he shall be liable to FrieslandCampina for the payment of default interest 3% higher than the

statutory interest rate.

16.5 In the event of judicial or extrajudicial debt collection, the purchaser is liable for the principal sum, default interest, and the actual debt-collection costs incurred by FrieslandCampina. The extrajudicial collection costs amount to at least 15% of the principal sum. The judicial costs are not limited to assessed legal costs, but shall be borne by the purchaser in full if the ruling goes largely against him.

17 Termination and rescission

17.1 FrieslandCampina reserves the right to suspend the execution of the contract or, at its own discretion, to terminate or rescind the contract whilst retaining all rights to compensation for costs, damages and interest by means of a written notification to that effect and without prior notice of default, announcement or legal intervention being required, in full or in part and with immediate effect, to be decided at its own discretion, if:

- a. the purchaser fails to meet one or more of his obligations under or otherwise related to the contract or to meet them on time or in full, or if it established that full compliance will be impossible;
- b. FrieslandCampina has good grounds to suspect that the purchaser is or will not be willing or able to meet his obligations;
- c. the purchaser is declared bankrupt or his bankruptcy or (provisional) suspension of payment is applied for or granted, if he liquidates or discontinues his business, offers a composition, if an attachment is imposed on (part of) his assets or if he otherwise proves to be insolvent;
- d. in the opinion of FrieslandCampina, major changes are made to direct or indirect ownership or control ratios at the business of the purchaser.

17.2 FrieslandCampina is further entitled to terminate or rescind the contract in full or in part at its own discretion if any advantage is offered or granted by the purchaser in connection with the formation or execution of the contract to a person forming part of FrieslandCampina.

17.3 FrieslandCampina further reserves the right to terminate the contract with the purchaser in full or in part, to be decided at its own discretion, if the contract with its supplier or client is terminated or rescinded for any reason whatsoever or for other reasons is not executed by its supplier or client. If the contract is rescinded, FrieslandCampina is exclusively obliged to reimburse or credit the sales price it has charged, subject to the purchaser's return of what has already been delivered.

17.4 The purchaser is exclusively entitled to terminate or rescind the contract in the cases provided for in articles 5.2 and 11.3 of these conditions, but not until all amounts due to FrieslandCampina at that time, whether or not exigible, have been paid to FrieslandCampina.

18 Further provision, applicable law and court of

competent jurisdiction

18.1 In the event of one or more of the provisions of these general conditions proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force.

18.2 Unless provided otherwise, all contracts between FrieslandCampina and the purchaser are subject to the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is however excluded.

18.3 Baby food purchasers are obliged to act in conformity with the International Code of Marketing of Breast Milk Substitutes issued by the World Health Organisation in Geneva, 1981.

18.4 Any disputes between the parties that result from or are otherwise connected with any contract and/or these General Conditions and that fall under the jurisdiction of the civil bench of a court, shall only be put before the Court of First Instance in Utrecht, unless FrieslandCampina prefers another competent court.

19 General Conditions of sale of FrieslandCampina Cheese (Specialties), part of FrieslandCampina Cheese & Butter B.V., Amersfoort

In addition to these General Conditions of Sale, the **General Conditions of Sale of FrieslandCampina Cheese** (Specialties), part of FrieslandCampina Cheese & Butter B.V., filed at the Chamber of Commerce under number 31016313, will be applicable on all offers, sales and deliveries of FrieslandCampina Cheese & Butter B.V. to purchasers and all agreements resulting therefrom and/or related thereto.

These conditions are filed at the Chamber of Commerce under number 11057544.