

General delivery and payment conditions of Dolly's Famous Food sal

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This text comes into force on 1st of Januray, 2006, and has been filed at Beirut Commercial Registry under No. 67434

1. Quotation and contract

1.1. These general conditions are applicable to all quotations of, orders placed with and contracts entered into with Dolly's Famous Food SAL, Chtaura, Lebanon, hereinafter referred to as DFF.

1.2. These general conditions shall be issued to the buyer prior to or upon entering into a contract. Should that not reasonably be possible, the buyer will be informed that these general conditions are available for inspection at DFF website www.dollys.net, and that they will be sent to the buyer upon request.

1.3. Stipulations and agreements contrary to these general conditions shall only be legally binding provided that they have been expressly agreed in writing.

1.4. The applicability of any general conditions of the buyer is expressly rejected.

1.5. All quotations of DFF are subject to contract unless otherwise expressly indicated in writing in the quotation. Quotations shall in any event expire if written confirmation is not received from the buyer within 15 days.

2. Order

2.1. The order between DFF and the buyer shall be formulated by signing an order contract or by the explicit written acceptance of DFF quotation or proforma invoice.

2.2. If and insofar as DFF carries out work on the basis of a verbal order on the buyer's request before written acceptance of the quotation is received, the buyer will be assumed to have approved the content of that quotation and the buyer shall be bound to the provisions of that quotation and these general conditions. In that case, too, the buyer shall be obliged to confirm the contract and the applicability of these

conditions in writing on DFF's first request.

2.3. DFF shall be entitled to engage third-parties for the implementation of the order if required.

3. Transfer

3.1. Delivery times agreed with the buyer cannot under any circumstances be regarded as terms to be observed on penalty of forfeiture of rights. In the event of late delivery by DFF, a new intended delivery date shall be agreed between the parties as soon as possible. Postponed delivery cannot lead to any liability for damages on the part of DFF.

3.2. The goods will become at the full risk and responsibility of the buyer the moment the goods leave the warehouses of DFF or the factory or warehouse of a delivering third-party.

3.3. The buyer shall inspect the goods upon their receipt. The buyer shall submit any

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complaints concerning the delivered goods in writing to DFF as soon as possible and within 10 working days of receiving the goods. If the buyer makes a well-founded complaint about defects, DFF shall at all times be entitled to request full inspection or to remedy the defects or to arrange the delivery of replacement goods.

4. Prices and payment

4.1. The prices given in the quotations and contract between DFF and the buyer include the standard packaging. All amounts stated are exclusive of VAT, if applicable.

4.2. Unless otherwise agreed upon in writing, the buyer is obliged to pay the invoice submitted by DFF within 14 days of the invoice date. Payment shall take place without adjustment or any other compensation. The buyer is not permitted to suspend payment of due and payable invoices. Discharge from obligation

is brought about exclusively by payments to DFF itself.

4.3. Objections to invoices must be submitted in writing to DFF within 14 days of the invoice date. Upon expiry of that period the buyer will be deemed to have forfeited his rights.

4.4. In the event of an invoice of DFF not being paid within the aforementioned period of 14 days, the buyer shall be in default by operation of law and interest of 12% or the statutory interest rate if higher at the time of default shall become payable over the outstanding amount.

4.5. If, following expiry of the agreed payment term and following a warning issued by DFF, the buyer remains in default regarding payment of the outstanding invoices, DFF shall be entitled to suspend its work or deliveries and to invoke its existing retention of ownership provision (if any) or cancel any agency or exclusivity agreement.

DFF shall in that case also be entitled to pass on its claim for collection, in which case a claim will also be made for payment of extrajudicial collection costs, which shall amount to a minimum of 15% of the amount being claimed.

5. Property of DFF

5.1. In the event of DFF having made goods available to the buyer for the implementation of the order, those goods must be returned to DFF within 14 days of completion of the order.

6. Liability

6.1. DFF can exclusively be held liable for losses suffered by the buyer if those losses are the result of failure to observe the necessary due care, expertise and professionalism and DFF's consequent shortcomings in the implementation of the order, other than in cases in which the shortcoming cannot be

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attributed to DFF and/or in case of force majeure.

6.2. The liability of DFF shall in all cases be limited to the amount paid by the buyer in the context of the contract entered into.

6.3. The limitation of liability provided for in paragraph 2 of this article shall also apply in the event of an attributable shortcoming or unlawful act on the part of DFF, other than if the cause is found in deliberate act or omission or deliberate recklessness on the part of DFF.

6.4. Any claims of the buyer against DFF as provided for in the preceding stipulation must be reported to DFF in writing within one month of the buyer discovering the loss or reasonably having been able to discover the loss. Such claims must moreover be referred to the competent court within one year of that time on penalty of the buyer forfeiting his rights.

6.5. The buyer expressly indemnifies DFF against all claims of third-parties arising from the implementation of the order, irrespective of whether those third parties are involved in the order via DFF or via the buyer. DFF rejects all liability in respect of third-parties and all liability for consequential losses.

7. Retention of title

7.1. The goods supplied by DFF shall remain the property of DFF in full until such time as the buyer has paid all amounts payable to DFF by virtue of the contract on which basis the goods were delivered and on the basis of any previous deliveries.

7.2. The buyer is not permitted to pledge goods owned by DFF or to furnish them as security in any other manner in respect of third-parties. Neither is the buyer permitted to place goods owned by DFF at the disposal of third-parties.

7.3. In the event of default on the part of the buyer, DFF shall at all times be entitled to claim ownership and to lay claim to its property with the buyer. That authority shall in any event also exist in the event of bankruptcy or suspension of payment.

7.4. In cases in which DFF requires the return of its property, the buyer shall be obliged to allow DFF or persons designated by DFF access to the sites and buildings in which the property of DFF is located.

7.5. The company is a proprietor of all patent rights, copyrights, Trade Marks, and all other intellectual Property Rights ("the rights") such as recipes and logos and any other right whatsoever which may be embodied in the goods and / or packing of the goods.

The rights shall neither be reproduced nor made available to any other party (other than the right to resell the goods) without

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the company's prior written authorisation.

8. Applicable law and disputes

8.1. The relations between DFF and the buyer shall be governed by Lebanese law. All disputes arising from the contract and its implementation shall be referred to the competent court in Beirut, notwithstanding the right of DFF to refer disputes to the court that is competent by virtue of the law.

Dolly's Famous Food SAL

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