

GENERAL DELIVERY CONDITIONS

Article 1 Definitions

Paragraph 1

In these general terms and conditions, the following terms are defined as stated below:

Supplier: Management company Jan Zandbergen B.V., with its registered office in Veenendaal, as well as all of its affiliated companies;

Buyer: the other party of the Supplier, who buys the goods and services set out in paragraph 2 of this article.

Paragraph 2

Wherever these general terms and conditions refer to goods, they include both the items and the services to be supplied by the Supplier.

Paragraph 3

Wherever these general terms and conditions refer to an internationally defined clause, such clause must be interpreted within the meaning of the INCOTERMS 2010 published by the International Chamber of Commerce.

Article 2 Applicability

Paragraph 1

Unless agreed otherwise in writing, these "general terms and conditions" apply to every agreement between the Supplier and the Buyer, including yet not limited to agreements in connection with the Supplier's delivery of meat, meat product and other related goods.

Paragraph 2

The provisions in the previous paragraph also apply to further or additional agreements between the Supplier and the Buyer, in the course of which the applicability of these "general terms and conditions" is not explicitly invoked any further.

Paragraph 3

The applicability of any general delivery conditions used by the Buyer is explicitly dismissed, which dismissal is accepted by the Buyer by accepting these terms and conditions.

Article 3 Offers / conclusion of the agreement

Paragraph 1

All offers, of whatever nature, do not bind the Supplier, can be accepted by the Supplier during a period of 48 hours and are based on delivery under normal circumstances and at normal working hours.

Paragraph 2

If a no-obligation offer is accepted, the Supplier is entitled to revoke the offer within two days of receiving the acceptance.

Paragraph 3

An agreement is not concluded before the Supplier has confirmed the instruction issued by the Buyer in writing. However, the parties are entitled to prove conclusion of an agreement in a different manner.

Paragraph 4

Arrangements with or promises by representatives or subordinates of the Supplier will not bind the Supplier, unless these arrangements or promises are confirmed by the Supplier in writing, or if the Supplier has confirmed its acceptance by actually executing such arrangements or promises towards the Buyer.

Article 4 Scope and nature of the agreement

Paragraph 1

With regard to the scope and nature of the agreement, the supplier's confirmation of instruction, and failing that, the Supplier's offer is binding.

Paragraph 2

The agreement only relates to the delivery of the goods and services explicitly agreed on.

Paragraph 3

The Supplier is not bound by any deviation from or addition to the scope and nature of the agreement as set out in the confirmation of instruction, failing which, the Supplier's offer or as otherwise agreed on initially, unless explicitly agreed in writing between the parties, or if the Supplier has confirmed its acceptance of such deviation or addition by actually executing such change or addition towards the Buyer.

If a deviation or addition to the scope and nature of the agreement is agreed on, the Supplier is entitled to adjust the agreed price, delivery method and delivery time, as well as other elements of the agreement in accordance with the agreed changes.

If such addition or deviation leads to a longer delivery period, the Supplier will never be liable for penalties and/or losses caused by the delivery period being exceeded.

Paragraph 4

Without prejudice to the other provisions in these general terms and conditions and except when explicitly agreed otherwise in writing, the Buyer cannot derive any rights and/or claims towards the Supplier on the basis of deviations from an agreed quantity or weight of 1% or less.

Article 5 Price

Paragraph 1

The prices given by the Supplier and agreed on are based on delivery free domicile (DDP) and are exclusive of turnover tax, unless explicitly stated or agreed otherwise.

The Supplier will not acknowledge exemption from any tax or levy, unless the Buyer provides the Supplier with a recognised certificate of exemption from the tax in question.

Paragraph 2

The price or prices stated with the offer, or the agreed price or prices are based on the then prevailing cost-determining factors.

If during the period between the date on which the agreement is concluded and the delivery date the prices of raw materials, materials, equipment, energy, wages, social security costs, taxes and/or other cost-determining factors, also including the prices passed on to the Supplier by other suppliers undergo any changes, the Supplier is entitled to adjust the prices offered or agreed accordingly.

Paragraph 3

Unless agreed otherwise in writing, the prices of the Supplier are expressed in Euros. The exchange rate risk is at the expense of the Buyer.

Paragraph 4

With regard to costs related to an obligation by the Supplier to take back and/or process packaging materials, the Supplier is entitled to charge the Buyer separately, i.e. on top of the agreed price(s).

Paragraph 5

Packaging materials that qualify for reuse such as crates etc. always remain the property of the Supplier and must be returned to the Supplier by the Buyer. If the Buyer fails to do so, the Supplier is entitled to charge the Buyer for all the costs related to replacing the materials in question.

Article 6 Delivery time

Paragraph 1

The delivery time commences on the day on which the agreement is concluded, unless stated otherwise.

Paragraph 2

Delivery times given can never be regarded as final deadlines.

As appropriate, the Buyer is entitled to dissolve the agreement only insofar as it has not yet been fulfilled.

Paragraph 3

The Supplier is at all times entitled to make partial deliveries, and to send corresponding partial invoices.

Paragraph 4

If the Buyer has failed to take possession of the goods after the delivery period has lapsed, they will be stored at his expense and risk, but in that case the Supplier is also entitled to dissolve the agreement by means of a written statement and to claim full compensation, or to demand discharge from its obligation in court. In that case the Supplier is also entitled to sell the goods to third parties when three days since the offer to the Buyer have lapsed. In the latter case, the proceeds of selling those goods replace those goods subject to a maximum of the agreed price, on the understanding that the Supplier is entitled to deduct all costs and losses it has suffered from those proceeds or to set them off against those proceeds, without prejudice to the Supplier's right to hold the Buyer otherwise liable for all costs and losses, all this without prejudice to all other relevant rights of the Supplier in dealings with the Buyer.

Paragraph 5

If in the case of an agreed delivery of fungibles the Buyer has not taken possession of them after the delivery period has lapsed, the Supplier is entitled to allocate the goods intended for delivery, in which case the Supplier, after having notified the Buyer, is only obliged to deliver these goods, without prejudice to the Supplier's right to deliver other goods that comply with the commitment and without prejudice to the provisions in the previous paragraph.

Article 7 Force majeure

Paragraph 1

Force majeure is taken to mean any independent event or circumstance beyond the control of the Supplier that temporarily or permanently obstructs fulfilment of the agreement.

Paragraph 2

In the event of force majeure, the seller will be exempted from all its obligations towards the Buyer, without being liable to pay the Buyer any type of compensation (explicitly including consequential losses). In the event of temporary force majeure, the mutual obligations of that part of the agreement not yet performed are suspended for a maximum of 30 days. After that period, both parties are entitled to dissolve the agreement, without being able to claim compensation from the other party.

Article 8 Delivery and acceptance

Unless agreed otherwise, delivery of goods is made free domicile (DDP).

If the Buyer collects the goods from the Supplier (or from a location stated by the Supplier), delivery is made ex works (EXW), in which case the goods are deemed to have been delivered by the Supplier and to have been accepted by the Buyer as soon as the goods have been presented to the Buyer.

Article 9 Transfer of risk

The goods to be delivered are at the expense and risk of the Buyer from the moment of delivery as referred to in the previous article.

Article 10 Quality, inspection, shortcomings, complaints

Paragraph 1

The goods delivered by the Supplier are deemed to be correct if they meet the statutory veterinary quality requirements that apply at the Supplier's branch office at the time the agreement is concluded or if they comply with the specifications otherwise explicitly agreed between the Supplier and the Buyer.

Paragraph 2

Weight loss as a result of refrigeration or freezing is not regarded as a shortcoming.

Paragraph 3

The Buyer must inspect the delivered goods for completeness and correctness immediately upon delivery.

Paragraph 4

Complaints must be submitted in writing within 10 days of delivery, stating the reasons, which period must be regarded as an expiry period.

Paragraph 5

The period referred to in paragraph 4 is 24 hours after delivery for sensory perceptible faults. This too is an expiry period.

Paragraph 6

In derogation from the previous paragraphs, complaints in connection with the shelf-life of products with a best-before date can be made until that best-before date, provided the Buyer proves that he stored the products in question without interruption in accordance with the conditions attached to that shelf-life guarantee *and* the products in question are still in their original packaging.

Paragraph 7

Within 8 days of the notifications referred to in paragraphs 4, 5 and 6, a study report prepared by a recognised and independent expert must be submitted, demonstrating the correctness, scope and nature of the faults, failing which the Buyer will be unable to bring any claims against the Supplier in respect of that complaint or those complaints.

Paragraph 8

If the Supplier accepts a complaint from the Buyer, the Supplier will, at the Supplier's discretion, remedy the fault free of charge by means of addition or replacement, or by crediting the Buyer for that part which the shortcoming relates to.

The Supplier is obliged to fulfil the obligations set out in the previous sentence only if and insofar as the Buyer demonstrates that the stated faults or shortcomings are the result of circumstances that can be attributed to the Supplier.

Optionally, the Supplier is entitled to conduct his own study into the scope, nature and cause of an alleged shortcoming, in which case the Buyer is obliged to cooperate as the Supplier requires, failing which the Buyer will be unable to bring any claims against the Supplier with regard to the alleged shortcomings.

Paragraph 9

In the case of a circumstance as referred to in this article, the Buyer will be able to dissolve the agreement with the Supplier only if the Buyer demonstrates that the alleged shortcomings can be attributed to the Supplier and only after the Buyer has given the Supplier a - given the circumstances - reasonable time to remedy the alleged faults in an acceptable manner, and also only if the Buyer cannot reasonably be expected to maintain the agreement.

Paragraph 10

Complaints with regard to the extent of the invoices sent by the Supplier must be submitted in writing within 8 days of the invoice date, which period must be regarded as an expiry period.

Paragraph 11

In dealings with the Buyer, the Supplier is never liable for any losses that exceed the purchase price of the goods or services delivered, also including any damage to goods other than the goods delivered, physical injury and consequential losses.

The Buyer indemnifies the Supplier against all third-party claims on the grounds of faulty goods. The Buyer must take out adequate insurance against the usual risks, from the moment of delivery.

Article 11 Return shipments

Paragraph 1

The Supplier does not accept return shipments the dispatch costs of which have not been paid by the Buyer in advance.

The Supplier accepts return shipments the dispatch costs of which have been paid by the Buyer in advance only following prior written consent.

Paragraph 2

The fact that the Supplier accepts a return shipment does not mean the Supplier accepts any alleged reason given by the Buyer for returning the goods.

Article 12 Retention of title

Paragraph 1

The Supplier retains ownership of all goods it has delivered to the Buyer until the purchase price for all these goods has been paid in full.

Paragraph 2

If the Supplier has carried out activities for the Buyer within the framework of the agreement concluded with the Buyer, the retention of title also applies until the Buyer has paid this claim from the Supplier in full.

Paragraph 3

The retention of title also applies to claims which the Supplier may have against the Buyer due to the Buyer's failure to fulfil one or more of his obligations towards the Supplier.

Paragraph 4

As long as the ownership of the goods delivered has not transferred to the Buyer, the Buyer is not permitted to pledge the goods or to furnish a third party with any right thereto, subject to the provisions in the previous paragraph of this article.

Paragraph 5

The Buyer undertakes not to assign or pledge debts against his buyers to third parties without the prior written consent of the Supplier. The Buyer undertakes to pledge said claims to the Supplier as soon as the latter expresses his wish for that, in the manner set out in article 3:239 of the Netherlands Civil Code, as additional security for all claims from the Supplier against the Buyer for whatever reason.

Paragraph 6

The Buyer is obliged to look after the goods delivered under retention of title with the necessary care and as the recognisable property of the Supplier.

Paragraph 7

For the term of the retention of title, the buyer is obliged to insure the goods against the risk of fire, explosion and flooding, as well as theft and to submit the policy documents of this insurance to the Supplier for inspection at the latter's request.

All claims of the Buyer against the insurers of the goods by virtue of the aforementioned insurance will be pledged to the Supplier by the Buyer, as soon as the Supplier expresses his wish for that, in the manner set out in article 3:239 of the Netherlands Civil Code, as additional security for all claims from the Supplier against the Buyer for whatever reason.

Paragraph 8

If the Buyer fails to fulfil his obligations towards the Supplier or if the Supplier has good reason to fear that the Buyer will fail to fulfil those obligations, the Supplier is entitled to take back the goods delivered under retention of title. After the goods are taken back, the Buyer will be credited for the

market value, which will never exceed the original purchase price, reduced with the costs for taking the goods back, and without prejudice to all other rights that accrue to the Supplier in that case, including the right to setoff with any losses suffered by the Supplier.

Article 13 Retention of title in Germany (Eigentumsvorbehalten in Deutschland)

In derogation from the provisions in the previous article, the following applies to goods supplied by the Supplier to buyers in Germany:

(In Abweichung vom im vorgehenden Artikel Festgelegte, gilt bezüglich der vom Lieferanten an in Deutschland etablierte Abnehmer gelieferten Sachen folgendes:)

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die dem Lieferanten aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer zustehen.

Das Eigentum des Lieferanten streckt sich auch auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für den Lieferanten her und verwahrt sie für ihn. Hieraus erwachsen ihm keine Ansprüche gegen den Lieferanten.

Bei einer Verarbeitung der Vorbehaltsware des Lieferanten mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt der Lieferant zusammen mit diesen anderen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt:

- a. Das Miteigentumsanteil des Lieferanten entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu dem Gesamt-rechnungswert aller mitverarbeiteten Vorbehaltswaren.
- b. Verbleibt ein von Miteigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Abnehmer erstreckt haben, so erhöht sich der Miteigentumsanteil des Lieferanten um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht der Lieferant an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt. Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen des Lieferanten mit sämtlichen Nebenrechten im Umfang des Eigentumsanteils des Lieferanten zur Sicherung am Lieferanten ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des Lieferanten für die mitverarbeitete Vorbehaltsware schon jetzt am Lieferanten abgetreten.
- c. Solange der Abnehmer seine Verpflichtungen aus der Geschäftsverbindung mit dem Lieferanten ordnungsgemäß nachkommt, darf er über die in Eigentum des Lieferanten stehende Ware im ordentlichen Geschäftsgang verfügen und die an abgetretene Forderungen des Lieferanten selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifel an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist der Lieferant berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen; jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn der Lieferant dies ausdrücklich schriftlich erklärt. Übersteigt der Wert der eingeräumten Sicherheiten die Forderungen des Lieferanten um mehr als 10%, so wird der Lieferant auf Verlangen des Abnehmers insoweit Sicherheiten nach seiner Wahl freigeben. Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Article 14 Payment

Paragraph 1

Unless agreed otherwise in writing, and without affecting the provisions in the following paragraphs of this article, payments to the Supplier must be made within 14 days of the invoice date. The Buyer is in default from the first day of the payment term lapsing, without a notice of default being required.

Paragraph 2

All payments must be made in the agreed manner, without setoff.

Paragraph 3

The Supplier is at all times entitled to demand a full or partial advance payment for every delivery or partial delivery.

Paragraph 4

If the Supplier allows for the principal sum or part thereof to be paid in instalments with regard to certain goods delivered or to be delivered, the turnover tax on the entire payment sum will be payable with the first instalment, unless agreed otherwise in writing.

Paragraph 5

The costs that are at the expense at the Supplier and which are advanced by the Buyer will be set off against the final instalment.

Paragraph 6

Before making or before continuing with a delivery, the Supplier is at all times entitled to demand sufficient security from the Buyer for the fulfilment of all or some of his payment obligations.

Paragraph 7

The Supplier is entitled to suspend further deliveries if the Buyer fails to fulfil his payment obligations, if he fails to fulfil his obligation to furnish security or if he otherwise fails to fulfil one or more of his obligations towards the Supplier, also if a fixed delivery time is agreed on, all this without prejudice to the Supplier's right to dissolve the agreement in that case and/or to claim full compensation, and without prejudice to the Supplier's other rights in such cases.

Paragraph 8

Unless explicitly agreed otherwise, all payments from the Buyer, of whatever title, will first be used to set off against the costs, then to set off against interest due and finally to set off against the principal sum of the unpaid invoice, in the course of which, when multiple invoices have gone unpaid, the payments are first used to set off against the principle sum of the oldest invoice.

Paragraph 9

If the Buyer fails to pay within the agreed term, the Buyer is in default by operation of law, and owes the Supplier interest equal to the statutory interest rate, plus 2% on the outstanding amount, starting on the due date of the unpaid invoice(s), without notice of default.

Paragraph 10

If the Buyer defaults by virtue of the provisions in paragraph 9 of this article, all claims from the Supplier against the Buyer are immediately due and payable with effect from that moment.

Paragraph 11

If payment is made by means of bills and cheques, the exchange rate and cheque costs are payable by the Buyer. This also applies to cash on delivery charges.

Article 15 Judicial and extrajudicial costs

All judicial and extrajudicial costs to be incurred by the Supplier in connection with collecting the claims against the Buyer are payable by the Buyer, in the course of which the extrajudicial costs are calculated in proportion to the principal sum to be claimed or in proportion to the value of the performance otherwise to be demanded from the Buyer, in the manner set out below, on the understanding that it will amount to at least € 150.00, and also on the understanding that the Supplier is at all times entitled to claim the actual extrajudicial costs incurred, insofar as they exceed the sum calculated as explained below.

The extrajudicial costs amount to 15% of the principal sum(s) to be claimed plus interest, or on the value of the performance otherwise to be demanded from the Buyer.

Article 16 Liability

Paragraph 1

Without prejudice to the provisions in article 10 of these general terms and conditions, the Supplier can never be held liable for any type of loss, except in the case of intent or gross negligence and except if this violated the provisions of mandatory law.

Paragraph 2

Without prejudice to the provisions in the previous paragraph, every liability of the Supplier for trading loss or other indirect losses is explicitly excluded.

Paragraph 3

Without prejudice to the provisions in the previous paragraphs, any obligation by the Supplier to pay compensation by virtue of any liability is at all times limited to the price agreed in the agreement with the Buyer, excluding VAT, on the understanding that if the agreement relates to partial deliveries, or if the Supplier has exercised his right to make partial deliveries, any obligation of the Supplier to pay compensation in such cases is at all times limited to the price that relates to that part of the agreement which is most closely related to the loss, on the understanding that an obligation to pay compensation is at all times limited to € 25,000.

Paragraph 4

When the Buyer identifies any damage, he must notify the Supplier thereof in writing without delay, failing which the Buyer can no longer bring any claims against the Supplier in respect of that damage. Furthermore, the Buyer must in that case fully cooperate in any study by the Supplier into the scope, nature and cause of the established damage, subject to any claims from the Buyer against the Supplier in respect of that damage lapsing.

Paragraph 5

Without prejudice to the provisions in the previous paragraphs of this article, every right to claim of the Buyer against the Supplier lapses one year after the damage arose or started.

Article 17 General Food Law Regulation

With regard to the goods delivered by the Supplier, the Buyer is obliged to strictly comply with all his obligations ensuing from EC Regulation 178/2002 of the European Parliament and the Council of 28 January 2002 (General Food Law) and the legislation based on that.

The Buyer indemnifies the Supplier against all claims from third parties, including government agencies, if and insofar as the Buyer fails to strictly comply with said legislation.

Article 18 Proof of accounts

Subject to proof to the contrary, the information contained in the Supplier's accounting records are decisive with regard to the agreement.

Article 19 Suspension and dissolution

Paragraph 1

Without prejudice to the provisions in the previous articles about suspension and dissolution, if the Buyer fails to fulfil his obligations by virtue of the agreement between the Supplier and the Buyer, if he fails to fulfil them properly or in time, if there is serious doubt as to whether the Buyer will be able to fulfil his obligations under the aforementioned agreement, in the case of insolvency, a moratorium, guardianship, cessation, liquidation of the Buyer, full or partial transfer or an (undisclosed) pledge of his business or a considerable part of the business assets or business claims, or in the case of an attachment against the Buyer, the Supplier is entitled to either suspend the agreement for no more than 6 months, without notice of default or judicial intervention, or to dissolve it insofar as it has not yet been performed, without prejudice to the Supplier's right to compensation for any losses suffered or profits lost.

Paragraph 2

In the case of dissolution as referred to in the previous paragraph, the agreed price owed to the Supplier is immediately due and payable, minus anything already paid and costs not yet incurred by the Supplier.

Paragraph 3

In the cases referred to in paragraph 1, all outstanding claims which the Supplier may have against the Buyer at that time will be immediately due and payable in full.

Article 20 Dutch text is binding

If these general terms and conditions are or will also be available in a foreign language, the Dutch text and interpretation of these general terms and conditions will be decisive if there are any differences with the Dutch text or if there are any differences of opinion about the meaning and/or interpretation of any stipulation.

Article 21 (Partial) nullity

If and insofar as one of the provisions of these general terms and conditions is void or voidable, it must be deemed to be replaced by the provision which is permitted by law and which best reflects the purport of the parties as demonstrated by the contents of the void or voidable provision, while the remaining provisions continue to apply in full, unaffected.

Article 22 Disputes / applicable law

Paragraph 1

All agreements that are fully or partially subject to these general terms and conditions are subject to Dutch law, with the exception of the Vienna Sales Convention, on the understanding that insofar as it concerns a delivery to a buyer in Germany, German law will apply to the provisions in article 13 of these general terms and conditions.

Paragraph 2

All disputes are, to the exclusion of any other court, first settled by the competent judge of the district court of Utrecht, without prejudice to the Supplier's right to take the Buyer to court under the ordinary rules of law.