



GENERAL TERMS AND CONDITIONS OF DELIVERY

1. Definitions

Supplier: Beheermaatschappij Jan Zandbergen B.V., based in Veenendaal, the Netherlands, as well as its affiliates;

Buyer: The Supplier's co-contracting party, which buys the goods and services referred to in Article 1.3;

Goods: The physical goods as well as the services to be supplied by the Supplier.

Where these general terms and conditions refer to an internationally defined term, this will be a term within the meaning of the INCOTERMS most recently published by the International Chamber of Commerce.

2. Applicability

- 2.1 These general terms and conditions will apply to all agreements between the Supplier and the Buyer, unless agreed otherwise in writing.
- 2.2 These general terms and conditions will also apply to further or additional agreements, even if no explicit reference is made to these general terms and conditions.
- 2.3 The applicability of any general terms and conditions of delivery applied by the Buyer is rejected, to which the Buyer agrees when it accepts these general terms and conditions. This provision will apply unless agreed otherwise in writing.

3. Formation

- 3.1 An agreement between the Supplier and the Buyer will be formed through the written acceptance of an offer made by the Supplier.
- 3.2 All offers in whatever form will be free of obligation for the Supplier, and the Buyer will have a period of 48 hours in which to accept an offer, unless agreed otherwise in writing.
- 3.3 If a no-obligation offer is accepted, the Supplier will have the right to withdraw the offer within two days of receiving the acceptance.
- 3.4 Any arrangements with or promises from representatives/employees of the Supplier will not be binding, unless the Supplier has confirmed these arrangements or promises in writing, or the Supplier has demonstrated their acceptance to the Buyer.

4. Scope of the agreement

- 4.1 The scope of the agreement will be determined by the Supplier's order confirmation, rather than the offer.
- 4.2 The agreement will comprise only the supply of those goods and services which were expressly agreed.
- 4.3 The Supplier will not be bound by any deviations, additions or defects in respect of what was agreed in the order confirmation, unless agreed otherwise in writing.
- 4.4 If a deviation or addition as referred to in Article 4.3 has been agreed, the Supplier will be entitled to change the agreed price, manner of delivery, delivery period and any other parts of the agreement.
- 4.5 If a deviation or addition as referred to in Article 4.3 results in a delay in delivery, the Supplier will in no way be liable for penalties and/or compensation.
- 4.6 Without prejudice to the provisions of these general terms and conditions, and unless agreed otherwise in writing, the Buyer will be unable to derive any rights and/or claims towards the Supplier from deviations from an agreed quantity or weight of 1% or less.



4.7 If the Supplier has to store the goods because the Buyer fails to take possession of them in time, the Buyer will be charged storage charges in addition to any extrajudicial costs. These storage and finance charges amount to €0.10/kilogram/month.

5. Price/Costs

5.1

- a. The prices stated by or agreed with the Supplier are based on delivery duty paid (DDP) and exclude VAT, unless expressly stated or agreed otherwise.
- b. The Supplier will not acknowledge an exemption from any tax or levy, unless the Buyer provides the Supplier with a proper certificate of exemption from the tax concerned.
- c. The Buyer is obliged to notify the Supplier immediately if his/its VAT number has been revoked and/or amended. Following such a change, or failure to report this in time, the Supplier will have the right to charge VAT after all.

5.2 The price/prices specified and agreed in the offer will be based on the cost-determining factors applicable at that time. If there are any changes to these cost factors during the period between the formation of the agreement and the delivery, the Supplier will be entitled to change the prices offered/agreed.

5.3 Unless agreed otherwise in writing, the Supplier's prices are denominated in euro. The exchange risk will be borne by the Buyer.

5.4 Costs of a bank transfer will be payable by the Buyer.

5.5 The Supplier is entitled to separately charge the Buyer for the costs arising for the Supplier from an obligation to take back and/or process packaging materials, on top of the prices referred to in Article 5.2.

5.6 Packaging materials suitable for reuse will remain the Supplier's property at all times and must be returned by the Buyer to the Supplier. If the Buyer fails to return these materials, the Supplier will be entitled to pass on all the costs associated with their replacement. In the case of CBL crates, the costs will consist of the purchase price and the additional costs of failure to return the crates.

6 Delivery, acceptance and transfer of risk

6.1 Unless agreed otherwise, goods will be delivered delivery duty paid (DDP). If the Buyer collects the goods to be supplied from the Supplier, the goods will be delivered ex-works (EXW).

6.2 The goods to be supplied will be at the Buyer's expense and risk from the moment of delivery as referred to in Article 6.1.

6.3 The delivery period will start on the day of the formation of the agreement, unless indicated otherwise.

6.4 Delivery periods specified can never be regarded as strict deadlines. The mere exceeding of the delivery period will not give the Buyer any right to claim compensation, terminate the agreement or give notice of termination of (a part of) the agreement.

6.5 If the Buyer has not taken possession of the goods after the expiry of the delivery period, the goods will remain stored at the Buyer's disposal and at the Buyer's expense and risk. In that case, the Supplier will be entitled to terminate the agreement by means of a written statement and demand full compensation.

6.6 When three have elapsed after the expiry of the period referred to in Article 6.5, the Supplier will be entitled, but not obliged, to sell the goods bought to third parties. If the Supplier exercises this right, it will terminate the agreement. The compensation to which the Supplier



is entitled in that case will be equal to the purchase price, increased by any storage costs due (see Article 4.7) and reduced by the net proceeds from the sale of the goods, without prejudice to the Supplier's right to recover additional or other losses.

- 6.7 The Buyer will be obliged, in respect of the goods supplied by the Supplier, to adhere strictly to all the obligations arising for the Buyer from Regulation (EC) No 178/2002 of the European Parliament and the Council of 28 January 2002 (General Food Law) and legislation based on this regulation.
- 6.8 The Buyer indemnifies the Supplier against all claims from third parties, including government bodies, if and insofar as the Buyer fails to adhere strictly to the legislation referred to in Article 6.7.

7 Complaints

- 7.1 The United Nations Convention on Contracts for the International Sale of Goods (CISG, or Vienna Sales Convention) applies, unless these general terms and conditions or the agreement expressly deviate from this convention. The time limit for lodging a complaint as referred to in Articles 38 and 39 CISG is specified as follows.
- 7.2 The goods supplied by the Supplier will be regarded as sound if they meet the statutory veterinary quality requirements which apply at the time of the formation of the agreement at the location of the Supplier's place of business, unless the Buyer and the Supplier together expressly agreed different specifications in writing.
- 7.3 Weight loss due to refrigeration or freezing will not be regarded as a shortcoming.
- 7.4 The Buyer must examine the goods supplied immediately after delivery for completion and soundness.
- 7.5 Complaints must be lodged in writing, with reasons being stated, within 24 hours of delivery if the complaint relates to defects detectable with the unaided senses. This is an expiry period.
- 7.6 Complaints relating to defects not detectable with the unaided senses must be lodged in writing, with reasons being stated, within ten working days of delivery. This is an expiry period.
- 7.7 In derogation from the preceding paragraphs, complaints concerning the shelf life of products can be lodged until the use-by date. This will only be possible if the Buyer demonstrates that it stored the products concerned without interruption, in conformity with the conditions attached to the shelf-life guarantee, *and* the products concerned are still in the original packaging.
- 7.8 An investigation report drawn up by a recognised and independent expert must be submitted within ten working days of the notifications referred to in Articles 7.5, 7.6 and 7.7. This report must confirm the presence, nature and extent of the defects.
- 7.9 The Supplier will be entitled to conduct its own investigation and the Buyer will be obliged to cooperate in this. If this investigation should reveal that the alleged defects are attributable to the Supplier, the obligations referred to in Article 7.10 will result from this.
- 7.10 If the Supplier accepts a complaint from the Buyer, the Supplier will remedy the defect by means of a supplementary or replacement delivery, or credit the Buyer for the part to which the shortcoming relates.
- 7.11 In the event of a circumstance as referred to in Article 7, the Buyer will be able to terminate the agreement with the Supplier only if the Buyer demonstrates that the alleged shortcomings are attributable to the Supplier, and only after the Buyer has granted the Supplier a period that is reasonable in view of all the circumstances in which to remedy the



alleged defects in an acceptable manner, and only if the Buyer cannot reasonably be expected to maintain the agreement.

7.12 Complaints regarding the amount of the invoice issued by the Supplier must be lodged in writing within eight days of the invoice date, which is an expiry period.

8 Payment

8.1 Payments to the Supplier must have been received by the Supplier within 14 days of the invoice date. Only bank transfers will be accepted, unless agreed otherwise in writing.

8.2 The Buyer will be in default, without notice of default being required, from the first day after the expiry of the payment term. In addition, the Buyer will owe interest on the outstanding amount from the due date of the unpaid invoice/invoices, at a rate equal to the statutory interest rate plus 2%. If the Buyer defaults, all the Supplier's outstanding claims against the Buyer will be immediately due and payable from that moment.

8.3 The Buyer is not entitled to offset the amount owed.

8.4 If the Buyer issued a direct debit mandate, the Supplier will be entitled to collect this direct debit on the first working day after the invoice due date referred to in Article 8.1.

8.5 The Supplier is entitled at all times to demand advance payment for each (partial) delivery.

8.6 Any costs payable by the Supplier which were advanced by the Buyer will be offset against the final instalment.

8.7 The Supplier is entitled at all times to demand sufficient security from the Buyer for the fulfilment of some or all of the latter's payment obligations.

8.8 The Supplier will be entitled to suspend further supplies if the Buyer fails to fulfil its obligations towards the Supplier.

8.9 Unless expressly agreed otherwise, all payments made by the Buyer will first be offset against the costs incurred, subsequently against the interest due and finally against the principal sum of the unpaid invoice. In the event of multiple unpaid invoices, the payments will first be offset against the principal sum of the invoice that has been outstanding the longest.

8.10 All extrajudicial and judicial costs to be incurred by the Supplier in connection with the collection of claims against the Buyer will be payable by the Buyer. In this context, the extrajudicial costs will be calculated in proportion to the principal sum claimable, or in proportion to the value of the performance otherwise claimable from the Buyer. These costs will be at least €150, and the Supplier is entitled at all times to claim the actual extrajudicial costs it incurred insofar as these exceed the amount calculated in the manner referred to in Article 8.10.

8.11 The extrajudicial costs will be 15% of the principal sum claimable plus interest, or of the value of the performance otherwise claimable from the Buyer.

9 Force majeure

9.1 Force majeure is understood to mean any event or circumstance beyond the Supplier's control that permanently or temporarily prevents the performance of the agreement.

9.2 In the event of force majeure, the Supplier will be released from all its obligations towards the Buyer, without owing the Buyer any form of compensation. In the event of temporary force majeure, the mutual obligations concerning the part of the agreement not yet performed will be suspended for a maximum period of 30 days. After this period, either party will have the right to terminate the agreement, without being able to claim compensation from the other party in this regard.



10 Return shipments

- 10.1 The Supplier will not accept return shipments for which the Buyer has not prepaid the shipping costs.
- 10.2 The Supplier will accept return shipments for which the Buyer *has* prepaid the shipping costs only if these shipments were sent after the Supplier's prior written consent.
- 10.3 The Supplier's acceptance of any return shipments cannot be construed as agreement to any reason for the return advanced by the Buyer.

11 Retention of title

- 11.1 The Supplier will retain the title to all the goods it has supplied to the Buyer, including goods already paid for, until the purchase price for all these goods supplied has been paid in full.
- 11.2 If, in the context of the agreement concluded with the Buyer, the Supplier performed activities for the Buyer for which the Buyer must pay a charge, the retention of title will also apply until the Buyer has paid this claim of the Supplier as well.
- 11.3 The retention of title will also apply in respect of claims which the Supplier obtained against the Buyer because the Buyer failed to fulfil one or more of its obligations towards the Supplier.
- 11.4 For as long as the title to the goods supplied has not passed to the Buyer, the Buyer will not be allowed to pledge the goods or to grant a third party any other right to the goods, subject to the provisions of Article 11.5.
- 11.5 The Buyer is obliged to store the goods delivered subject to retention of title with due care and as the identifiable property of the Supplier. The Buyer is also obliged to insure these goods against fire, explosion and water damage and against theft for the duration of the retention of title. The relevant insurance policies must be submitted to the Supplier for inspection when the Supplier so requests.
- 11.6 All the Buyer's claims against the insurers of the goods under the aforesaid insurance policies will be pledged in the manner indicated in Article 3:239 of the Dutch Civil Code as soon as the Supplier so requires, as additional security for all claims of the Supplier against the Buyer on whatever grounds.
- 11.7 If the Buyer fails to fulfil its obligations towards the Supplier, or if the Supplier has good grounds to fear that this will happen, the Supplier will be entitled to take back the goods delivered subject to retention of title. The Buyer will be credited for the market value, which under no circumstances will exceed the original purchase price, reduced by the costs of taking back the goods, and without prejudice to all the other rights accruing in that case to the Supplier.

12 Suspension/Termination/Nullity

- 12.1 Without prejudice to the provisions of the preceding articles on suspension and termination, the Supplier will be entitled to suspend the agreement without notice of default or judicial intervention for a period not exceeding six months, or to terminate the agreement insofar as it has not yet been performed, in the following situations:
 - 12.1.1 If the Buyer fails to fulfil any of its obligations under the agreement concluded between the Supplier and the Buyer, or fails to do so properly or in time;
 - 12.1.2 If there are serious doubts as to whether the Buyer will be able to fulfil its obligations under the aforesaid agreement;
 - 12.1.3 If the Buyer is declared bankrupt, obtains a moratorium, is placed under administration, ceases its operations, is wound up, transfers all or part of its



business, or establishes an (undisclosed) pledge on its business or an important part of the business assets or operating receivables, or if an attachment is levied against the Buyer.

12.2 In the event of a situation as referred to in Article 12.1, the Supplier's entitlement to compensation of the losses sustained or profits lost will remain unimpaired.

12.3 In the event of termination, the agreed price owed to the Supplier, reduced by the part of this price already paid, will immediately become due and payable.

12.4 In the situations referred to in Article 12.1, all outstanding claims which the Supplier has against the Buyer at that moment will immediately be fully due and payable.

13 Liability

13.1 Subject to the provisions of the preceding articles, the Supplier will never be liable for whatever losses, except in the event of intent or gross negligence and insofar as this is contrary to provisions of mandatory law.

13.2 Without prejudice to the provisions of Article 13.1, any liability of the Supplier for trading losses or other indirect losses is expressly excluded.

13.3 Without prejudice to the preceding provisions, any obligation to pay compensation which the Supplier has in the event of liability on its part will be limited at all times to the price agreed with the Buyer under the agreement, excluding VAT, or the amount of cover paid out under the insurance in the case concerned, minus the excess.

If delivery was made in parts, the Supplier's obligation to pay compensation will be limited to the price relating to that part of the agreement.

13.4 The Buyer indemnifies the Supplier against all claims from third parties based on a defect in a good.

13.5 The Buyer must notify the Supplier of any damage in writing within an appropriate period of detecting this damage, failing which the Buyer will be unable to enforce any claims against the Supplier. This written notification must demonstrate that a proper investigation was carried out.

13.6 In the event of damage, the Buyer must also provide the Supplier with all cooperation in any investigation by the Supplier into the nature, extent and cause of the alleged damage, failing which the Buyer will forfeit any claims against the Supplier in respect of that damage.

13.7 Subject to proof to the contrary, the data laid down in the Supplier's records will be decisive in respect of the agreement.

13.8 Without prejudice to the preceding provisions, any right of claim of the Buyer against the Supplier will expire one year after the occurrence of the damage or the start of this occurrence.

14 Duty to act with integrity

14.1 The Buyer is not allowed to supply goods procured from the Supplier to countries or persons sanctioned by the European Union.

14.2 The Buyer is not allowed to offer persons working at or for the Supplier money or goods in excess of an amount of €50, except with the prior written consent of the Supplier.

15 Dispute resolution

15.1 If these general terms and conditions of delivery have been or will be drawn up in a foreign language as well, the Dutch text and interpretation of these general terms and conditions of delivery will always be decisive in the event of any deviation from the Dutch text or in the event of a difference of opinion on the meaning/interpretation of any stipulation.



JAN ZANDBERGEN

INNOVATION THAT MATTERS

- 15.2 If and insofar as any provision of these general terms and conditions is void or voidable, the legally permissible provision that most closely aligns with the intention of the parties as apparent from the void or voidable provision will apply to that provision, and the remaining provisions will remain in full force.
- 15.3 All agreements to which these general terms and conditions of delivery apply wholly or in part will be governed by Dutch law.
- 15.4 Any and all disputes will be resolved in the first instance by the competent judge of the Central Netherlands District Court, to the exclusion of all other courts, without prejudice to the Supplier's right to summon the Buyer to appear before the court that has jurisdiction under the regular rules of the law.

