

## GENERAL TERMS AND CONDITIONS

Of the private company with limited liability V.B.Z. Vlees Apeldoorn B.V.  
with its registered office in Apeldoorn  
filed on 21 March 2018  
at the court registry of the District Court of Gelderland  
under number 14/2018

### Article 1: Applicability

- 1.1 These terms and conditions apply to any offer and any agreement between V.B.Z. Vlees Apeldoorn B.V., hereinafter to be referred to as VBZ, and a buyer, to which VBZ has declared these terms and conditions to be applicable, insofar as the parties have not deviated from these terms and conditions in writing.

### Article 2: Offers; assignments

- 2.1 The offers made by VBZ are without obligation, unless they contain a term for acceptance. If an offer contains a proposal without obligation and this proposal is accepted by the buyer, VBZ has the right to rescind the proposal within two working days after receipt.
- 2.2 The prices stated in the offer are exclusive of VAT, unless otherwise indicated.
- 2.3 VBZ is only bound to an assignment given by the buyer if and after the assignment has been confirmed by VBZ in writing.
- 2.4 Commitments by and agreements with VBZ employees, if and insofar as they do not have the authority to represent, do not bind VBZ until after and insofar as they have been confirmed by VBZ in writing.
- 2.5 The content of the website, brochures, printed matters etc. of VBZ do not bind VBZ, unless this content is explicitly referred to in the agreement. Each new quotation by VBZ renders the foregoing inoperative.
- 2.6 The buyer agrees that VBZ will communicate electronically with it and with third parties.

### Article 3: Delivery; delivery time, partial deliveries

- 3.1 If one of the "Incoterms" has been agreed as a delivery condition, the Incoterms applicable at the time of concluding the agreement will apply.
- 3.2 The buyer is obliged to take possession of the purchased goods when these are made available to the buyer or fails to provide information or instructions required for delivery, the buyer will be in default without notice of default being required and the goods will be stored at the buyer's risk. The buyer will then owe all additional costs, which in any case includes storage costs.
- 3.3 The agreed delivery time is not a strict deadline, unless otherwise agreed in writing. In the event of later delivery the buyer must therefore give VBZ written notice of default.
- 3.4 VBZ is allowed to deliver the sold goods in parts. If the goods are delivered in parts, VBZ is authorised to invoice each part separately. This does not apply if a partial delivery has no independent value.

### Article 4: Termination of the agreement

- 4.1 VBZ's claims against the buyer are immediately due and payable in cases which include the following:
- if, after concluding the agreement, VBZ becomes aware of circumstances that give VBZ good reason to fear that the buyer will not be able to perform its obligations;
  - in case of death, guardianship order, winding up, bankruptcy or suspension of payments of the buyer;
  - if VBZ has asked the buyer to provide security for the performance and this security is not forthcoming, or is insufficient;
  - if the buyer is otherwise in default and does not perform its obligations under the agreement.

In the cases referred to, VBZ is authorised to suspend (further) performance of the agreement and/or to terminate the agreement in part or in full, subject to the buyer's obligation to compensate damage suffered by VBZ and without prejudice to VBZ's other rights.

- 4.2 If circumstances occur in respect of persons and/or material which VBZ uses or attempts to use in the performance of the agreement, which are of such a nature that the performance of the agreement becomes impossible or so onerous and/or disproportionately expensive that compliance with the agreement cannot reasonably be required, VBZ is authorised to terminate the agreement in part or in full, without there being in that case the obligation to pay damages.

**Article 5: Retention of title**

- 5.1 VBZ remains the owner of all goods delivered or to be delivered by it to the buyer pursuant to any agreement until the buyer has fully settled its payment obligations for all of these goods. If VBZ has performed or must perform services pursuant to this agreement or those agreements, the goods referred to in the previous sentence remain the property of VBZ until the buyer has also fully settled VBZ's claims concerning the payment obligations in that matter. The retention of title also applies to claims that VBZ acquires against the buyer due to the buyer's non-compliance with that agreement or those agreements.
- 5.2 If the law of the destination country for the purchased goods has more extensive options to retain the right of ownership than those provided in paragraph 1, a provision will be applicable between the parties that these more extensive options are considered to have been stipulated for the benefit of VBZ, on the understanding that if it is not possible to objectively determine the more extensive rules to which this provision relates, the provisions in paragraph 1 will continue to apply.
- 5.3 Goods delivered by VBZ, which fall under the retention of title, can only be sold on in the context of normal business operations. In case of the winding up or a suspension of payments granted to the buyer, selling the goods on in the context of normal business operations is also not allowed. The buyer is also not authorised to pledge the goods or to vest any other right on these goods.
- 5.4 If the buyer fails to meet its obligations or there is a reasonable fear that the buyer will fail to meet these obligations, VBZ is authorised to remove, or arrange for the removal of the delivered goods which are subject to a retention of title from the buyer or third parties that store the goods for the buyer. The buyer is obliged to provide its full assistance under penalty of a 10% fine of the amount the buyer owes.
- 5.5 After VBZ has removed the goods which are subject to a retention of title from the buyer, the buyer will be credited for an amount equal to the purchase price applicable on the day of removal, but no more than the amount charged to the buyer. VBZ may deduct a sum from the amount to be credited for the decrease in value due to, for example, damage or obsolescence and for costs incurred by VBZ.
- 5.6 If third parties wish to establish or enforce any right to the goods delivered under retention of title, the buyer is obliged to inform VBZ of this as soon as possible.
- 5.7 The buyer undertakes to mark the goods delivered under retention of title as the property of VBZ and to insure and keep them insured against fire, explosion and water damage and against theft and to submit the policy and the proof of premium payment of this insurance to VBZ for inspection upon request.  
- Furthermore, when first requested by VBZ the buyer furthermore undertakes:  
- to pledge all claims of the buyer against the insurers in respect of the goods delivered under retention of title to VBZ in the manner described in Book 3, Section 239 of the Dutch Civil Code;  
- to pledge the claims the buyer acquires vis-à-vis its purchasers when selling on goods delivered by VBZ under retention of title to VBZ in the manner prescribed in Book 3, Section 239 of the Dutch Civil Code;  
- to cooperate in other ways with all other reasonable measures that VBZ wishes to take to protect its right of ownership in respect of the goods and that do not unreasonably hinder the buyer in the normal operation of its business.

**Article 6: Defects; time limits for lodging a complaint**

- 6.1 The buyer must inspect, or arrange for the inspection of the purchased goods at the time of delivery. The buyer must check whether the delivered goods fulfil the agreement, namely: whether the correct goods have been delivered; whether the delivered goods correspond to the agreed quantity (for example the number and the amount); whether the delivered goods correspond to the quality requirements or, if in the absence of these, to the requirements that may be set for normal use and/or commercial purposes.
- 6.2 The buyer must report any visible defects or shortcomings to VBZ in writing within 14 days of delivery.
- 6.3 The buyer must report invisible defects to VBZ in writing within 14 days after these have been discovered, or should reasonably have been discovered, but no later than one month after delivery.
- 6.4 The aforementioned terms apply under penalty of forfeiture of any claim.
- 6.5 The buyer's obligation to pay and take possession of the purchased goods remains in effect, even if the buyer submits a complaint in due time.
- 6.6 Goods can only be returned to VBZ following prior written permission.

**Article 7: Payment; collection costs**

- 7.1 Unless agreed otherwise in writing, payment must take place within 21 days of the invoice date, in legal tender at VBZ's office or by transferring the amount due to VBZ's bank account. Once 21 days have passed since the invoice date and full payment has not been made, the buyer is in default; from the moment default occurs the buyer will owe interest on the amount due equal to the statutory interest applicable in the relationship between VBZ and the buyer.
- 7.2 Payment must take place without discount or set-off.
- 7.3 Payments made by the buyer are always intended to firstly settle all interest due and costs and secondly those invoices due which have been outstanding for the longest time, even if the buyer states that the payment relates to a later invoice.
- 7.4 If VBZ takes collection measures against the buyer that is in default, the costs for that collection, with a minimum of 10% of the amount due, are at the expense of the buyer.

**Article 8: Liability**

- 8.1 VBZ's liability, insofar as it is covered by its liability insurance, is limited to the amount paid out by the insurer.
- 8.2 If VBZ's liability insurer in any event does not pay out or the damage is not covered by the insurance, VBZ's liability is limited to the invoice value of the respective agreement.
- 8.3 VBZ is not liable for consequential damage, such as damage in the form of lost profits and other indirect damage, which includes, but is not limited to, any liability of the buyer vis-à-vis third parties and costs of taking back or replacing delivered goods.
- 8.4 Any right of claim of the buyer vis-à-vis VBZ expires one year after the buyer became aware of this right of claim, unless the buyer has instituted legal proceedings against VBZ within this period.
- 8.5 The limitations of liability in these general terms and conditions also apply for the benefit of third parties that VBZ engages in the performance of the agreement.
- 8.6 The buyer indemnifies VBZ against claims to compensation for damages of third parties in connection with goods delivered to or services provided for the buyer by VBZ, if and insofar as VBZ would not have been liable vis-à-vis this third party or these third parties pursuant to the agreement and these general terms and conditions, if that third party or those third parties had themselves been the buyer.

8.7 The limitations of liability included in these terms and condition do not apply if the damage is caused by intent or deliberate recklessness of VBZ or its managing employees.

**Article 9: Force majeure**

- 9.1 Force majeure includes: circumstances that prevent the performance of the obligation and that cannot be attributed to VBZ.  
This will also include (if and insofar as these circumstances make compliance impossible or unreasonably difficult): strikes; a general shortage of the required raw materials and other goods or services required for realisation of the agreed services; unforeseeable delays at suppliers or other third parties upon which VBZ depends; the circumstance that a service that is important to the service that VBZ will provide is not delivered to VBZ, or is not delivered on time or properly; government measures, such as import or export restrictions, that prevent VBZ from meeting its obligations on time and/or properly; excessive sickness absence; terrorist attacks; limitation or cessation of the energy supply whether or not this is caused by public utility companies; fire; delays due to downtime connected to cold weather or other weather influences; computer breakdowns and general transportation problems.
- 9.2 VBZ also has the right to invoke force majeure if the circumstance that prevents (further) compliance commences after VBZ should have performed its obligation.
- 9.3 During force majeure, VBZ's delivery and other obligations are suspended. If the period in which performance of the obligations by VBZ is no longer possible due to force majeure lasts longer than three months, both parties are authorised to terminate the agreement without there being in that case any obligation to pay damages.
- 9.4 If, on commencement of the situation of force majeure, VBZ has already partially performed its obligations or can only partially perform its obligations, it is entitled to invoice the already delivered part or the deliverable part separately, and the buyer is obliged to pay this invoice as if it were a separate contract.

**Article 10: Address changes**

The buyer is obliged to immediately inform VBZ in writing of address changes. Goods delivered to the address last known to VBZ are considered to have been received by the buyer.

**Article 11: Dispute resolution; applicable law**

- 11.1 In derogation of the statutory rules for the authority of the civil court, each dispute between the buyer and VBZ will, if the court is competent, in first instance be exclusively settled by the District Court of Gelderland (Arnhem location). However, VBZ always remains authorised to submit a dispute to the court that has jurisdiction according to the law or the applicable international treaty.
- 11.2 All agreements between VBZ and the buyer are governed by Dutch law.

**Article 12: Translations**

In the event of differences between the translations of these general terms and conditions and the Dutch text of the terms and conditions, the Dutch text prevails.