



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY of the private company TULLING MEAT IMPORT B.V. (hereinafter: TMI), having its registered office at Van Vollenhovenstraat 27, 3016 BG Rotterdam, the Netherlands

#### Article 1 - General

1.1 These General Terms and Conditions (hereinafter: "Terms and Conditions") apply to all offers, orders and/or agreements between TMI and Purchasers, intended for the sale and delivery of goods and/or the provision of services and the performance thereof. Any deviations from or changes to these Terms and Conditions must be confirmed in writing by TMI and will only apply to the relevant offer/order/agreement.

1.2 The "Purchaser" is understood to mean any natural person or legal entity to whom or which TMI delivers goods and/or for whom or which TMI performs services, including their representatives, agents, legal successors, and heirs.

1.3 Any general terms and conditions applied by the Purchaser are non-binding on TMI, unless TMI has agreed to them in writing.

1.4 If TMI has agreed in writing to the applicability of one or more deviating terms and conditions, these Terms and Conditions will remain in full force in all other respects.

#### Article 2 - Agreements and Changes

2.1 An order placed by the Purchaser will be considered by TMI to be an irrevocable offer.

2.2 TMI is only bound by an order placed with TMI vis-à-vis the Purchaser if and as soon as TMI has confirmed such order in writing within 3 working days after receipt of the order for delivery, or if TMI has commenced performing such order. TMI explicitly reserves the right to determine the date of delivery upon said confirmation. The invoice for work / deliveries for which no order confirmation is sent because of the nature and / or scale of the work will also constitute an order confirmation, which will be deemed to represent the agreement accurately and completely.

2.3 The Purchaser shall notify TMI in a timely fashion and in writing of any changes the Purchaser, after having placed an order, may desire in the performance thereof and such changes are only binding on TMI if TMI has confirmed these agreements / undertakings in writing. The Purchaser will bear the risk of the correct or incorrect performance of any orders given verbally or by telephone and/or changes in the performance thereof.

2.4 Any changes to an order placed by the Purchaser, of any nature, that entail higher costs than the costs that could be taken into account in the original quotation provided by TMI will be for the account of the Purchaser. If such changes lead to a cost reduction, the Purchaser cannot derive any right from this with regard to a reduction of the purchase price. However, TMI may decide in its own discretion that such changes result in the payment of a lower purchase price.

2.5 Any changes made may lead to TMI exceeding the delivery period it indicated prior to the changes. This cannot be invoked against TMI.

2.6 Orders, confirmations of orders or other correspondence via e-mail and/or a signed fax are accepted by the parties as legally binding correspondence.

#### Article 3 - Offers and Quotations

3.1 All offers by TMI are free of obligation, unless the offer explicitly states otherwise.

3.2 Descriptions and prices in offers are given subject to reservation and apply only by approximation. The Purchaser cannot derive any rights from any errors in an offer.

3.3 TMI's offers are given based on information and specifications provided by the Purchaser. Offers are based on production and delivery within ordinary timeframes and under ordinary circumstances.

3.4 All prices are exclusive of VAT and other government levies.

3.5 TMI may change the agreed prices if changed market prices and/or price increases by suppliers, or other developments, such as changes in the costs of raw materials, materials and labour, government measures, currency exchange rates, taxes, duties, levies, etc., give cause to do so. TMI shall inform the Purchaser of any price increase as soon as possible in writing. If the price increase occurs within three (3) months of the conclusion of the agreement and exceeds ten (10) percent of the original price, the Purchaser will be entitled to terminate the agreement in writing within ten (10) days of the dispatch of the written notice referred to in the previous sentence, absent which the Purchaser will be deemed to have accepted the price increase.

#### Article 4 - Packaging

4.1 Unless expressly agreed otherwise in writing, the goods will - if necessary and in the sole discretion of TMI - be packed in packaging in which the goods are ordinarily traded.

4.2 Unless agreed otherwise in writing with the Purchaser, TMI will not take back the packaging unless it consists of special trolleys, crates or bags. The return of these means of packaging will always be accepted by TMI and the Purchaser must make these means of packaging available to TMI in the manner to be specified.

#### Article 5 - Delivery

5.1 Without prejudice to Article 2.2, the delivery date will be determined jointly by TMI and the Purchaser. If TMI indicates a term of delivery, it will only apply by approximation and not as a guarantee.

5.2 TMI is not in default by merely exceeding the term of delivery. If, for any reason, there is a delay, the term of delivery will be extended by the period of such delay.

5.3 Unless agreed otherwise in writing - for example, in the order confirmation by TMI - and notwithstanding the provisions in Article 7 of these Terms and Conditions, goods will be deemed to have been delivered to the Purchaser in a legal sense from the moment said goods are ready for shipment or transport at TMI's location and the Purchaser has been so informed in writing (Ex Works, Incoterms 2010), and the Purchaser has complied with its payment obligation. With effect from the moment of delivery, the goods delivered are for the account and risk of the Purchaser.

5.4 Unless agreed otherwise in writing, the transportation of the goods is for the account and risk of the Purchaser. The Purchaser is required to take receipt of the goods on the announced date. In the event the Purchaser fails to comply with this obligation, TMI will store or procure the storage of the goods in its warehouse or elsewhere. The costs associated with such storage will be for the account of the Purchaser.

5.5 TMI is entitled to deliver goods in instalments. Each partial delivery, also including the delivery of goods in a combined order, may be invoiced separately. In such a case, payment must be effected in accordance with the provisions of Article 6 of these Terms and Conditions.

#### Article 6 – Payment

6.1 Payment by the Purchaser must be effected within 21 days of the invoice date by transfer of the amount payable to the bank or giro account stated on the invoice, unless otherwise agreed in writing and confirmed in the order confirmation as referred to in Article 2.2.

6.2 The Purchaser hereby waives its rights of setoff and suspension of performance.

6.3 TMI undertakes to invoice in good time. Partial invoicing is possible at all times unless explicitly agreed otherwise in writing.

6.4 If the Purchaser does not comply with its payment obligation on the basis of Article 6.1 of these General Terms and Conditions, TMI will have the right to terminate or suspend the agreement with the Purchaser in full or in part. In the event of termination or suspension under this provision, the Purchaser will be fully liable for the loss suffered and to be suffered by TMI. In addition, without prejudice to TMI's other rights, the Purchaser will owe interest of two (2) percent each month on (the outstanding part of) the invoice as from the date that the payment term is exceeded until the date of full payment of the invoice amount. In that event, TMI will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or satisfactory security has been provided.

6.5 All court and extrajudicial costs incurred by TMI as a consequence of the Purchaser's failure to comply with its payment obligations will be for the account of the Purchaser and will be calculated according to the rate of the Netherlands Bar Association. 6.6 Payments effected by the Purchaser will always first be used to pay all charges and interest due and subsequently to pay the oldest payable invoice, also if the Purchaser states that the payment relates to a later invoice.

#### Article 7 – Retention of Title

7.1 All goods delivered and yet to be delivered remain the exclusive property of TMI until all claims TMI has or will obtain against the Purchaser, including in any event the claims stated in Article 3:92(2) of the Dutch Civil Code, have been paid in full.

7.2 As long as the title to the goods has not passed to the Purchaser, the Purchaser is not authorised to pledge the goods or grant third parties any rights in the goods, other than within the regular conduct of its business. The Purchaser undertakes upon TMI's first request to cooperate in creating a right of pledge on the claims the Purchaser has or will obtain against its purchasers pursuant to the onward supply of goods.

7.3 The Purchaser shall store the goods delivered under retention of title with due care and as the recognisable property of TMI.

7.4 If the Purchaser is in default with its payment obligations, has payment difficulties or if such difficulties are impending, TMI is entitled to retrieve the goods delivered under retention of title and still in the Purchaser's possession. The Purchaser shall provide TMI with free access at all times to its sites and/or buildings for the purpose of inspecting the goods and/or exercising the rights of TMI.

7.5 The provisions above in 7.1 through 7.4 do not prejudice the other rights accruing to TMI. 7.6 With regard to a Purchaser established in Belgium, in the event of failure to pay on the due date, instead of Article 7.1, TMI will be entitled to consider the sale null and void by operation of law and without notice. TMI retains the title to the goods until the price is paid in full. All risks will be borne by the Purchaser. Any advances paid remain acquired by TMI as reimbursement for possible losses on resale. Articles 7.2 through 7.5 apply mutatis mutandis.

## Article 8 - Purchaser's Obligations

8.1 The Purchaser will ensure that TMI has all the data and relevant specifications pertaining to the agreement concerned and required for the performance of the agreement in a timely fashion.

8.2 If the commencement or progress of the performance of the agreement is delayed by factors attributable to the Purchaser, the losses and costs ensuing from the same for TMI will be for the account of the Purchaser.

## Article 9 - Complaints

9.1 The Purchaser is obliged to examine the delivered goods thoroughly upon receipt to ascertain whether they conform with the agreement. If, in the Purchaser's opinion, the goods delivered do not conform with the agreement, the Purchaser must report this to TMI immediately after receipt. In the event of a complaint based on a cause that reasonably could not have been discovered when taking receipt of the goods, a term of (10) ten days applies from the time the cause was discovered or could reasonably have been discovered. The foregoing notwithstanding, TMI will not under any circumstances accept complaints made after a period of one (1) month after delivery of the goods by TMI.

9.2 If, with due observance of the provisions of Article 9.1, TMI finds the complaint valid, TMI will only be required to repair, replace or compensate the Purchaser for the goods to which the complaint pertains, such in TMI's discretion.

9.3 The complaint does not release the Purchaser from its payment obligations vis-à-vis TMI.

Article 10 - Return of Goods Delivered 10.1 Goods that TMI sent to the Purchaser can only be returned to TMI after TMI's written approval and under conditions to be determined by TMI. 10.2 The costs of returning the goods sent to the Purchaser by TMI will be borne by the Purchaser, with the exception of the costs of returning goods regarding which TMI has established that said goods contain defects covered by the warranty or for which TMI is liable.

## Article 11 - Warranty

11.1 TMI gives a warranty for a period of one month following delivery on all goods produced and/or delivered by TMI itself. Defects covered by the warranty will be remedied by TMI by repair or replacement of the defective goods or by crediting the purchase price of the relevant goods, all such in TMI's discretion.

11.2 TMI is not required to perform any warranty obligation if, at the time the Purchaser invokes the warranty, the Purchaser has not complied with any obligation vis-à-vis TMI, has not done so properly or has not done so in good time.

11.3 Every warranty lapses if the goods have been treated or maintained without due care or inexpertly.

## Article 12 - Liability

12.1 TMI's liability is limited to compliance with the warranty obligations in Article 11 of these Terms and Conditions. All further or other liability on the part of TMI for loss or damage or consequential loss or damage at the Purchaser or third parties, on any ground whatsoever - except in the case of intent or gross negligence - is explicitly excluded. In addition, TMI's liability will at all times be limited to the amount the insurer is prepared to pay out in the relevant case.

12.2 The Purchaser shall indemnify TMI and hold it harmless from and against any and all claims for damages by third parties engaged by the Purchaser vis-à-vis TMI regarding the performance of the agreement, save in the event of intent or gross negligence on the part of TMI. In addition, the Purchaser shall indemnify TMI and hold it harmless from and against any and all claims by third parties engaged by the Purchaser, related to or ensuing from the use by the Purchaser of goods delivered or services performed by TMI.

12.3 Any employees of TMI that are held liable may invoke the provisions of this article as if they were a party to the agreement between TMI and the Purchaser.

#### Article 13 - Intellectual and Industrial Property Rights

13.1 TMI reserves all intellectual and industrial property rights regarding offers it issued, as well as regarding the drawings, software, descriptions, models, etc. it produced or provided, as well as regarding the information included in or forming the basis for the same.

13.2 The Purchaser warrants that, save in so far as necessary for the performance of the agreement, that which is referred to in Article 13.1 will not be reproduced, disclosed, stored or otherwise used without the written consent of TMI.

13.3 The Purchaser may not change, remove from goods, imitate or use for other purposes, any and all signs, logos, labels and the like, whether or not protected by intellectual or industrial property rights, situated on or in the goods delivered by TMI without the consent of TMI. The Purchaser is required to impose this stipulation on its purchaser as a third-party clause.

#### Article 14 - Security

14.1 If TMI has cause to suspect that the Purchaser will be unable to perform its obligations under the agreement, the Purchaser is obligated upon TMI's first request to provide sufficient security for the complete performance of all its obligations with regard to agreements performed or yet to be completely or partially performed, in a manner to be indicated by TMI.

#### Article 15 - Suspension, Termination, Force Majeure

15.1 If the Purchaser fails to comply with any obligation vis-à-vis TMI in any manner whatsoever, as well as in the event of a request for suspension of payments, in the event a suspension of payments or provisional suspension of payments has been granted, or in the event of a petition for involuntary liquidation, report or claim, involuntary liquidation, winding-up or discontinuation of all or part of the other party's business, TMI will be authorised, without prejudice to

its other rights, without any obligation to pay damages, and without notice of default or judicial intervention: - to suspend performance of the agreement until such time as TMI has received sufficient security for the payment of all that which the Purchaser owes TMI; and/or - to suspend any and all of its own payment obligations; and/or - to terminate every agreement with the Purchaser in full or in part; all such without prejudice to the Purchaser's obligation to pay for the goods already delivered and/or services already performed, and without prejudice to TMI's other rights, including the right to damages.

15.2 In the event that TMI is unable to perform the agreement as a result of force majeure, TMI is entitled to suspend performance of the agreement without judicial intervention or to terminate the agreement in full or in part, without being obligated to pay any damages. 15.3 Force majeure exists in the event of any circumstance beyond the control of TMI as a result of which performance of the agreement is permanently or temporarily hindered, as well as, in so far as not already included in the same, in the event of war, risk of war, civil war, riot, strike, fire, and any other disruption to the business of TMI or its suppliers. Force majeure also exists if a supplier from which TMI purchases goods regarding the performance of the agreement with the Purchaser remains in default of timely and/or proper delivery.

#### Article 16 - Engagement of Third Parties

16.1 TMI is authorised to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in TMI's opinion or if such ensues from the agreement. The relevant costs will be charged on to the Purchaser in accordance with the quotation provided by TMI.



16.2 The Purchaser warrants the quality of the goods and services of the third parties engaged by the Purchaser.

#### Article 17 – Transfer of Rights and Obligations

17.1 The Purchaser may not transfer its rights and/or obligations ensuing from any agreement with TMI to third parties or have them serve as security regarding claims by third parties without the prior written consent of TMI.

#### Article 18 – Applicable Law, Competent Court

18.1 These Terms and Conditions and all legal relationships between TMI and the Purchaser are governed by Dutch law.

18.2 Insofar as the law does not imperatively prescribe otherwise, only the Amsterdam District Court will be competent at first instance to examine any disputes arising with regard to any agreement or the performance of any agreement between TMI and the Purchaser, as well as disputes pertaining to these Terms and Conditions and their provisions, including for obtaining preliminary relief. With regard to disputes between TMI and Purchasers based in Germany, the German court in the location where the Purchaser is domiciled will also be competent.

#### Article 19 – Dutch Text Prevails

19.1 In the event of a conflict between a translation and the Dutch version of these General Terms and Conditions, the Dutch version will prevail.

#### Article 20 – Filing

20.1 These Terms and Conditions have been filed with the Rotterdam Chamber of Commerce under number 56105274.

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## **Tulling Meat Import BV**

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