

GENERAL PURCHASE CONDITIONS

I DEFINITIONS

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

- a. purchaser: management company Beheermaatschappij Jan Zandbergen B.V., with its registered office in Veenendaal, as well as all of its affiliated companies;
- b. supplier: the party entering into an agreement with the purchaser for the delivery of goods;
- c. goods: wherever these conditions refer to goods, they include both the items and the services to be supplied to the purchaser;

II APPLICABILITY

- a. These general terms and conditions apply to all agreements entered into with the purchaser in respect of mainly, but not limited to, the delivery of meat and meat products, unless explicitly agreed otherwise.
- b. Any stipulations varying from these conditions are subject to the written acceptance of the purchaser.
- c. The applicability of any general terms and conditions (of delivery) is explicitly dismissed, which dismissal is accepted by the supplier by accepting these conditions.

III OFFERS

- a. All offers of the supplier, including costs, of whichever nature, are irrevocable.
- b. Agreements or promises by representatives or subordinates of the purchaser do not bind the purchaser, unless these agreements or promises are confirmed by the purchaser in writing.

IV AGREEMENT

- a. The written acceptance of the offer by the purchaser is decisive in terms of the scope of the agreement.
- b. If the purchaser has indicated to the supplier, on the basis of its planning, its desire to purchase goods of a certain size, weight or quantity, the purchaser shall at all times be entitled to adjust the agreed price, delivery method and time, as well as other aspects of the agreement.

V PRICES

- a. The purchaser shall owe solely the agreed price, without any surcharges in connection with - but not limited to - packaging, delays or storage.
- b. In the event of the purchaser increasing the purchased volume from the supplier, the supplier is obliged to offer the purchaser improved conditions.

VI DELIVERY

- a. Delivery shall be at the expense and risk of the supplier (DDP, Incoterms 2010), unless explicitly agreed otherwise between the parties, in writing.
- b. Ownership of the goods supplied shall transfer to the purchaser immediately after the purchaser signing for receipt, or after this having been signed on its behalf.
- c. The delivery times given by the supplier are final deadlines. In the event of late delivery, the supplier shall therefore be in default, with a notice of default being required.
- d. In the event that the final deadline is exceeded, the purchaser, at its discretion, can either opt to accept the delayed delivery subject to the obligation of the supplier to pay compensation or opt for immediate termination and indemnification.

VII PAYMENT

- a. Payment by the purchaser shall be effected within 30 days of the invoice date or, if delivery takes place thereafter, after the date of receipt of the goods, or within the term agreed by the purchaser with the supplier, in writing.
- b. If the supplier supplies incorrect goods or submits a faulty invoice, the purchaser shall at all times be entitled to postpone its payment obligations until the supplier has fulfilled all its obligations, after which a new payment term as referred to in the previous paragraph shall be applicable to the purchaser.
- c. The purchaser shall at all times be entitled to set off any amount it owes the supplier against any amount the supplier owes the purchaser, also if the latter amount is not yet due and payable.
- d. The purchaser, if this situation arises, hereby issues the supplier the notice of setoff referred to in article 6:127 of the Netherlands Civil Code.
- e. The supplier shall not be entitled to set off.

f.
Payments made by the purchaser shall first be applied to the principal sum, followed by any interest owed and finally to costs.

VIII QUALITY

- a.
The supplier guarantees that the goods it supplies meet the agreed conditions, the purchasing terms of the purchaser and the statutory regulations applicable in that case, that they are free from visual and hidden defects and suitable for their intended purpose. Acceptance by the purchaser shall always be subject to all rights with regard to quality and quantity.
- b.
The goods, if so agreed or applicable, must be fitted with a clearly legible date stating the best-before date. The supplier guarantees that the goods it shall supply are suitable for human consumption until the best-before date.
- c.
The purchaser is entitled to inspect the goods (or arrange for these to be inspected). Inspections can take place before, during and/or after delivery. To this end, the supplier shall render its unconditional assistance and access to the goods.
- d.
In the event of any defects regarding the goods supplied, the purchaser must file a complaint within 48 hours of a possible fault or defect.

IX LIABILITY

- a.
The supplier indemnifies the purchaser against all third-party claims on the grounds of faulty goods. The supplier must take out sufficient insurance against the usual risks including, but not limited to, fire, theft and (product) liability.
- b.
The supplier hereby unconditionally and irrevocably authorises the purchaser to take the necessary measures which, in the opinion of the purchaser, are needed in the event of complaints regarding goods from the supplier which have not been processed further by the purchaser or third party, e.g. organising a recall, at the expense and risk of the supplier.
- c.
The supplier indemnifies the purchaser against third-party claims (clients of the purchaser) on the grounds of the purchaser failing to supply, or supplying late or incorrectly, if this is the result of the supplier failing to supply, or supplying late or incorrectly.
- d.
Every liability of the purchaser towards the supplier is excluded, bar intention or gross negligence on the part of the purchaser.

X FORCE MAJEURE

- a.
Force majeure is understood to mean every event or circumstance beyond the control of the purchaser which temporarily or permanently prevents the performance of the agreement including, but not limited to, acts of God, disasters, war, industrial action, transport difficulties, disruptions in the business operation of the purchaser or its clients, as well as animal diseases and/or food problems in connection with the (type of) goods and changes in the applicable legislation, which changes could not be foreseen at the time the agreement was entered into.
- b.
In the event of force majeure, the purchaser shall be exempted from all its obligations towards the supplier, without being liable to pay the supplier any type of compensation.

XI CONVERSION

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.

XII APPLICABLE LAW AND CHOICE OF FORUM

- a.
All agreements concluded with the supplier are governed by the laws of the Netherlands, with the exclusion of the Vienna Sales Convention.
- b.
All disputes arising from agreements entered into by the purchaser shall, at its discretion, be settled by the District Court of Utrecht, or in accordance with the Arbitration Regulations of the International Chamber of Commerce, by one or more arbitrators, appointed in accordance with the aforesaid regulations.

These general terms and conditions were filed with the Registry of the District Court of Utrecht under file number 56/2012, on 17 April 2012.