



1 BASIS OF CONTRACT

1.1 These General Terms and Conditions apply to all agreements and any Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2 The Supplier shall supply the Goods in accordance with applicable laws.

2 ORDERS

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

2.2 If a non-binding offer is accepted by the Buyer, the Supplier is entitled to revoke the offer within 2 (two) working days of receiving the Buyer's acceptance.

2.3 Subject to clause 2.6, an Order shall only be deemed to be accepted and binding when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. Once the Contract comes into existence, the Buyer shall not cancel or vary the Order without the Supplier's express written consent.

2.4 If the Supplier provides written consent to the Buyer's request to cancel or vary an Order in accordance with clause 2.3, the Supplier reserves the right to adjust the price, delivery method and delivery time, as well as any other element(s) of the Order or charge the Buyer a reasonable cancellation and/or restocking fee (as applicable).

2.5 The Supplier reserves the right at any time to make changes in the recipe or specification of the Goods which are required to conform with product development plans, applicable food safety or other statutory or non-statutory requirements or applicable laws.

2.6 The acceptance of an Order and the fulfilment of a Contract by the Supplier is at all times subject to the availability of stock. The Supplier may cancel or amend an Order without liability within 48 hours of providing its written acceptance to the Buyer.

2.7 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document that is inconsistent with these General Terms and Conditions.

3 QUALITY, INSPECTION AND COMPLAINTS

Quality

3.1 The Goods shall be of satisfactory quality, materially free from defects, fit for their intended purpose held out by the Supplier and materially match any description and/or specification agreed between the parties.

3.2 Weight loss of the Goods as a result of refrigeration or freezing shall not constitute a quality shortcoming.

Inspection

3.3 Upon delivery, the Buyer shall inspect the Goods immediately.

3.4 Complaints as to the physical quality of the Goods must be made in writing within 24 hours after delivery has been made.

3.5 Complaints concerning non-physical issues must be made in writing within 10 (ten) days after delivery has been made.

3.6 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 it stored the products in question without interruption in accordance with the conditions attached to that shelf-life guarantee and the Goods in question remain in their original packaging.

3.7 Within 8 days of a notifications referred to in clauses 3.4, 3.5 and 3.6, a report prepared by a recognised and independent expert shall be submitted, demonstrating the correctness, scope and nature of the shortcomings, failing which the Buyer shall be unable to bring any claims against the Supplier in respect of that complaint or those complaints.

3.8 Subject to clause 3.9, if the Supplier accepts a complaint from the Buyer, the Supplier shall, at the Suppliers discretion, remedy the shortcoming free of charge by means of replenishment or replacement, or by crediting the Buyer for that part to which the shortcoming relates, only if and insofar as the Buyer demonstrates that the stated defects or shortcomings are the direct result of circumstances that can be attributed to the Supplier.

3.9 The Supplier shall not be liable for any defects in the Goods whereby:

- (a) the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage and use of the Goods or (if there are none) good trade practice regarding the same;
- (b) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or
- (c) the Goods differ from their description and any specification as a result of changes made to ensure they comply with applicable statutory or regulatory

- requirements; or
- (d) the defect arises as a result of the Supplier following Buyer instructions and/or any specification provided by the Buyer.

3.10 The Supplier is also entitled to conduct its 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 shall be unable to bring any claims against the Supplier with regard to the alleged shortcomings.

3.11 The Buyer shall indemnify the Supplier against all third-party claims on the grounds of defective Goods following the date of delivery.

4 PRICE

4.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force from time to time.

4.2 The price of the Goods is exclusive of amounts in respect of value added tax ("VAT"), which the Buyer shall pay to the Supplier at the prevailing rate, subject to receipt of a valid VAT invoice.

4.3 If the prices of raw materials, materials, equipment, energy, wages, social security costs, taxes and/or other cost-determining factors, including the prices passed on to the Supplier by other suppliers undergo any changes, the Supplier is entitled to adjust the price offered and/or agreed accordingly.

4.4 The Buyer shall pay the invoice in full and in cleared funds within 14 (fourteen) days of the date of the invoice. Payment shall be made:

- (a) to the bank account nominated in writing by the Supplier; or
- (b) by cheque made payable to one of the affiliated companies and sent by recorded delivery to
ABN AMRO Bank N.V.
4th floor-Commercial Banking Dept.
5 Aldermanbury Square
Londen EC2V 7HR.

4.5 Time of payment is of the essence.

4.6 If the Buyer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

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

4.8 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Supplier to the Buyer.

4.9 The parties will discuss any pricing queries and disputes within 1 (one) month of the date of the invoice. If the dispute is not resolved within this timeframe the invoice will be deemed to be correct and payment shall be immediately due.

4.10 Payment shall fall due in accordance with clauses 4.4 or 4.6 (as applicable) and the Supplier shall accordingly be entitled to sue for the price once it is due, despite the fact that title to the Goods has not passed to the Buyer.

4.11 Re-usable packaging materials (including but not limited to crates, pallets and other similar items), shall at all times remain the property of the Supplier. If the Buyer fails to return such items to the Supplier, the Supplier shall be entitled to charge the Buyer for the net costs of replacing such items and the cost of any replacement items purchased by the Supplier as a result of such failure.

5 DELIVERY & COLLECTION

5.1 Unless otherwise specified in an Order, the Goods may be:

- (a) delivered carriage and insurance paid, to the Delivery Location, DDP (Incoterm 2020); or
- (b) collected from the Collection Location, EXW (Incoterm 2020).

5.2 Delivery of the Goods DDP (Incoterm 2020) shall be completed on the Goods' arrival at the Delivery Location. The Buyer will be solely responsible for the unloading of the Goods at the Delivery Location.

5.3 Collection of the Goods EXW (Incoterm 2020) shall be completed on the Buyer's loading of the Goods at the Collection Location.

5.4 The Buyer shall:

- (a) provide all necessary delivery instructions, documents, licences, authorisations, labour and equipment to accept delivery or collection of the Goods and enable the Goods to be safely loaded or unloaded (as



- applicable) at the Delivery Location or Collection Location by its personnel; and
- (b) ensure that each collection or delivery of Goods (as applicable) is signed for by an authorised representative of the Buyer.
- 5.5 Any dates quoted for delivery or collection are approximate only and time for delivery or collection shall not be of the essence unless otherwise agreed by the Supplier in writing. A delay in delivery or collection shall not entitle the Buyer to claim any losses from the Supplier or otherwise cancel an Order (in whole or in part).
- 5.6 The Supplier may deliver or make available for collection Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or collection, or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 5.7 If the Buyer fails to collect or take delivery of the Goods, or the Supplier is unable to deliver them due to any act or omission of the Buyer, then delivery or collection of the Goods (as applicable) shall be deemed to have been completed at 09:00 on the Delivery Date or Collection Date (as applicable) and the Supplier shall store the Goods at the Buyer's sole risk and expense at a rate of €0.02/kilo/day until delivery or collection (as applicable) takes place.
- 5.8 If 3 (three) working days after the day on which the Goods were ready for delivery or collection (as applicable), the Buyer has not collected or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs charge the Buyer or set off any shortfall below the price of the Goods.
- 5.9 Orders may only be returned upon the Supplier's written agreement provided that any such return costs are borne by the Buyer. Acceptance of a return does not constitute the Supplier's acceptance of any fault in respect of reasons given by the Buyer for returning the Goods.
- 5.10 Except when explicitly otherwise agreed in writing, the Buyer shall not be entitled to reject the Goods if the Supplier delivers up to and including 10% (ten percent) less than the quantity or weight of Goods ordered.
- 6 TITLE AND RISK**
- 6.1 Risk in the Goods shall pass to the Buyer on delivery of such Goods as set out in the Order.
- 6.2 The Supplier retains title to all Goods it has delivered to the Buyer, including those that have already been paid for, until the total purchase price for an Order has been paid by the Buyer in cleared funds.
- 6.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- (a) store the Goods for which it has not paid separately from all other goods held by the Buyer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (and to submit the policy documents of such insurance to the Supplier for inspection upon request);
- (d) give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
- (e) permit or procure permission for the Supplier, its agents and authorised representatives to enter any premises of the Buyer or of any third party where the Goods are stored in order to inspect whether the Buyer is in compliance with this clause 6.3 and/or recover the Goods.
- 6.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to an insolvency event, then, without limiting any other right or remedy the Supplier may have, the Buyer must immediately notify the Supplier of the event and the Supplier may at any time:
- (a) require the Buyer to deliver up all Goods in its possession; and
- (b) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 7 LIABILITY**
- 7.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence;
- (b) fraud; or
- (c) fraudulent misrepresentation.
- 7.2 Subject to clause 7.1, the Supplier shall not be liable to the Buyer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for:
- (a) any indirect, special or consequential loss or damage;
- (b) any loss of profits, anticipated profits, revenue, business opportunities or pure economic loss or damage (in each case whether direct or indirect);
- (c) any loss or corruption of data; or
- (d) damage to goodwill (whether direct or indirect).
- 7.3 Subject to clauses 7.1 and 7.2, the Supplier's maximum liability to the Buyer arising under or in connection with each Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lesser of: (i) 100% of the price of the Goods in such Order; and (ii) €25,000.
- 7.4 Subject to clauses 7.1, 7.2 and 7.3, the maximum aggregate liability of the Supplier in relation to the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the aggregate price of the Goods paid by the Buyer to the Supplier in the year in which the first act or omission giving rise to the liability occurs.
- 7.5 Complaints shall be notified immediately by the Buyer to the Supplier in order for the Supplier to deal with the complaint. The Buyer shall fully co-operate in any investigation by the Supplier into the scope, nature and cause of the alleged issue. The Buyer waives any right to seek redress for monetary or other claims relating to matters under or in relation to any Order or this Contract or these General Terms and Conditions from 9 (nine) months after the date of the relevant Order.
- 8 TERMINATION**
- 8.1 Either party may immediately terminate this Contract on notice to the other if:
- (a) the other party commits a material breach of this Contract which if remediable, is not remedied to the other party's reasonable satisfaction within 30 (thirty) days of receiving notice to do so;
- (b) the other party is unable to pay its debts as they fall due, or suffers an event of insolvency, or is adjudicated bankrupt, institutes voluntary proceedings for bankruptcy or reorganisation, makes an assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver, or admits in writing its inability to pay its debts.
- 9 CONSEQUENCES OF TERMINATION**
- 9.1 The termination of this Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination. Each of the parties shall as soon as reasonably practicable return to the other party (or if the other requests by notice in writing, destroy) all of the other party's property in its possession at the date of expiry or earlier termination. Any sums payable to the Supplier shall become immediately payable.
- 10 NOTICES**
- 10.1 A notice shall be effective upon written notice to the other party and the notice shall be delivered by hand or sent by pre-paid first class post. Any notice given shall be deemed to have been received as of the earlier of actual receipt or, if delivered by hand, at the time of delivery, or if posted, 48 (forty eight) hours the envelope having been put in the post. The address to which a notice is to be sent is the registered address of the party.
- 11 CONFIDENTIALITY**
- 11.1 Each party shall keep and procure to be kept confidential all Confidential Information belonging to the other disclosed or obtained under this Contract and shall not use nor disclose the same except: (i) for the purposes of the proper performance of this Contract; (ii) with the prior written consent of the other party; (iii) if Confidential Information is already in the public domain (without breach of this Contract); or (iv) if it required to be disclosed under operation of law, court order or by any regulatory body of competent jurisdiction.
- 12 GSCOP COMPLIANCE**
- 12.1 To the extent that GSCoP applies to the Buyer, these General Terms and Conditions and each Order incorporate the provisions of GSCoP and the provisions of GSCoP may be enforced by the Supplier as terms of these Conditions.
- 12.2 In the event of any inconsistency between: (i) the provisions of GSCoP; and (ii) these General Terms and Conditions or other provisions of an Order, the provisions of GSCoP shall take precedence.
- 13 FORCE MAJEURE**
- 13.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event (excluding, for the avoidance of doubt, the Buyer's obligation to pay the price of the Goods).

13.2 Restrictions or delays affecting the Supplier's performance under the Contract that are caused by or in relation to:

- (a) a Brexit Event; or
- (b) changes in applicable law or measures imposed by a government or other competent authority in respect of the Covid-19 pandemic (or similar),

shall be deemed a Force Majeure Event.

13.3 The failure of the Supplier to perform any obligation under this Contract by reason of a Force Majeure Event shall not be deemed to be a breach of this Contract, provided that the Supplier has used reasonable diligence to avoid such events effecting its performance and continues to take all actions within its reasonable control to comply as fully as possible with the terms of the Contract.

14 GENERAL

14.1 The Supplier may sub-contract its obligations without consent and shall remain liable for the performance of such sub-contractors.

14.2 No purported alteration or variation of this Contract shall be effective unless it is in writing, refers specifically to this Contract and is signed by each of the parties.

14.3 If any provision of this Contract is declared to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.4 The Buyer shall at all times comply with all applicable laws, including but not limited to the Modern Slavery Act 2015, the Bribery Act 2010 and the Criminal Finances Act 2017, and including any law as amended, extended, superseded or consolidated from time to time.

14.5 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

14.6 This Contract and any disputes or claims arising out of it shall be governed by, and construed in accordance with, the laws of England. All disputes or claims arising out of this Contract shall be subject to the exclusive jurisdiction of the English Courts.

15 DEFINITIONS

15.1 In these General Terms and Conditions, the following concepts are defined as stated below:

"Confidential Information" means all information which is secret or otherwise not publicly available including commercial, financial, marketing or technical information, know-how, trade secrets or business methods whether disclosed orally or in writing;

"Brexit Event" means any of the following events, caused by the withdrawal of the United Kingdom from the European Union (including, without limitation, the event that the United Kingdom and the EU have not ratified a trade deal by 1 January 2021), occurring at any time on and from 1 January 2021:

- (a) in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on the supply of the Goods;
- (b) a change in the quota for tariffs applicable to the Goods resulting in the supply of the Goods in accordance with the Contract becoming uneconomical;
- (c) a material adverse impact on the Supplier's ability to perform the Contract (including, but not limited to, any circumstance which results in a delay to the supply of the Goods);
- (d) a change in applicable law or a new requirement to comply with any existing law or existing law ceasing to apply to the Supplier;
- (e) in any jurisdiction, the loss of, a change to or the imposition of a new requirement for any licence or consent required by the Supplier to perform under the Contract; or
- (f) an unforeseeable change to the business or economic environment in which the Supplier operates which is not caused by items (a) to (e) above.

"Buyer" means the entity whose order for the Goods is accepted by the Supplier;

"Collection Date" means the date of collection agreed in an Order;

"Collection Location" means the location at which the Goods shall be collected by the Buyer as agreed in an Order;

"Contract" means the contract between the Supplier and the Buyer for the sale and purchase of the Goods which incorporates these Conditions

"Delivery Date" means the date of delivery agreed in an Order;

"Delivery Location" means the location to which the Goods shall be delivered by the Supplier as agreed in an Order;

"Force Majeure Event" means any event which hinders, delays

or prevents performance of a party's obligations and which is either beyond that party's reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic / pandemic or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors;

"Goods" means the goods (or any part of them) set out in the Order;

"GSCoP" means the Groceries Supply Code of Practice (as amended from time to time);

"Order" an order for Goods agreed by the parties from time to time in accordance with clause 2; and

"Supplier" means one of the affiliated companies of JZ UK Holding Ltd (company number 10876826).

"affiliated companies" are

Jan Zandbergen UK Ltd. (company number 10875762)

Diviande UK Ltd

FFG Uk Ltd

Vero Sabor UK Ltd

Arena Montaña UK Ltd

Jan Zandbergen UK Branche of Jan Zandbergen BV Netherlands, (company number Netherlands 30111659)

Vero Sabor UK, Branche of Vero Sabor BV Netherlands (company number Netherlands 24419915)

TD Poultry UK, Branche of TD Poultry BV Netherlands (company number Netherlands 30247269)

Arena Montaña UK, Branche of Arena Montaña BV Netherlands (company number Netherlands 30208077)