



## General Terms and Conditions of Purchase

### 1. Definitions

The definitions below apply in these general terms and conditions:

- Buyer: Beheermaatschappij Jan Zandbergen B.V., based in Veenendaal, the Netherlands, and all its affiliates;
- Supplier: The person or company that concludes an agreement with the Buyer for the supply of goods;
- Goods: Where these terms and conditions refer to goods, these include both the goods to be delivered to the Buyer and the services to be provided to the Buyer.

### 2. Applicability

- 2.1 These general terms and conditions apply to all agreements concluded with the Buyer, mainly regarding but not limited to the supply of meat and meat products, unless expressly agreed otherwise in writing.
- 2.2 Derogations from these terms and conditions will only be valid if they have been accepted in writing by the Buyer.
- 2.3 The applicability of any general terms and conditions (of delivery or otherwise) on the Supplier's part is expressly rejected. In accepting these conditions, the Supplier simultaneously accepts this rejection.

### 3. Offers

- 3.1 All the Supplier's offers include all costs, in whatever form, and are considered irrevocable.
- 3.2 Any arrangements with or promises from representatives or employees of the Buyer will not be binding on the Buyer, unless the Buyer has confirmed these arrangements or promises in writing.

### 4. Agreement

- 4.1 The scope of the agreement is determined by the Buyer's written acceptance of the offer.
- 4.2 If, on the basis of its planning, the Buyer indicates to the Supplier that it wishes to purchase goods of a certain size or of a certain weight, number or quantities, the Buyer will always be entitled to change the agreed price, manner of delivery, delivery period and other parts of the agreement.
- 4.3 Under no circumstances will the agreement comprise the inclusion of a reference to it in information sources of the Supplier without consultation/consent. Such references may be permitted in consultation with the Buyer if this was agreed in writing.

### 5. Prices

- 5.1 The Buyer will only owe the agreed price, without any increases in connection with factors such as - but not limited to - packaging, delay or storage.
- 5.2 If the Buyer purchases a higher volume from the Supplier, the Supplier must offer the Buyer better conditions.

### 6. Delivery

- 6.1 Delivery will be at the expense and risk of the Supplier (DDP, Incoterms 2010), unless the parties have expressly agreed otherwise in writing.
- 6.2 The title to the goods supplied will pass to the Buyer immediately after the latter or one of its representatives has signed the delivery note.
- 6.3 The delivery times specified by the Supplier are strict deadlines. If the goods are delivered late, the Supplier will be in default without a written notice of default being required.



6.4 If the strict deadline is exceeded, the Buyer will be free to choose between accepting delayed delivery, with the Supplier being obliged to pay compensation, or to immediately terminate the agreement and demand indemnification.

## 7 Payment

- 7.1 The Buyer will effect payment within 30 days after the invoice date or, if delivery is made later, after the date on which the goods were received, or within the period which the Buyer agreed in writing with the Supplier.
- 7.2 If the Supplier delivers incorrect goods or issues incorrect invoices, the Buyer will be entitled at all times to suspend its payment obligations until the Supplier has fulfilled its obligations in full, following which a new payment term as referred to in the previous paragraph will apply to the Buyer.
- 7.3 The Buyer is always entitled to offset an amount it owes to the Supplier against an amount the Supplier owes to the Buyer, even if this latter amount is not yet due and payable.
- 7.4 The Buyer hereby already issues the Supplier with the notice of set-off referred to in Article 6:127 of the Dutch Civil Code.
- 7.5 The Supplier has no right of set-off.
- 7.6 Payments made by the Buyer will first be offset against the principal sum, then against any interest owed, and finally against costs.

## 8 Quality

- 8.1 The Supplier guarantees that the goods it delivers comply with the agreed conditions, the Buyer's purchasing regulations, and relevant legal regulations, that they are free from visible and invisible defects, and suitable for their intended purpose. Acceptance by the Buyer is always subject to its rights regarding quality and quantity.
- 8.2 Where agreed or applicable, goods must be marked with a clearly legible use-by date. The Supplier guarantees that the goods it supplies are suitable for human consumption until the use-by date.
- 8.3 The Buyer is authorised to inspect the purchased goods before, during and/or after delivery. The Supplier must provide unconditional cooperation and access to the goods for this purpose.
- 8.4 If there are any defects in the delivered goods, the Buyer's policy is to lodge a complaint within 48 hours after discovery.

## 9 Liability

- 9.1 The Supplier indemnifies the Buyer against all claims from third parties based on a defect in a good. The Supplier must take out adequate insurance against the usual risks, including but not limited to fire, theft, product liability, and other liability.
- 9.2 The Supplier unconditionally and irrevocably authorises the Buyer to take, at the expense and risk of the Supplier, the necessary measures that the Buyer considers appropriate if there are complaints about goods from the Supplier that have not been further processed by the Buyer or third parties, for example in the event of a recall.
- 9.3 The Supplier indemnifies the Buyer against claims from third parties (customers of the Buyer) with regard to non-delivery, late delivery or improper delivery by the Buyer, if this is the result of non-delivery, late delivery or improper delivery to the Buyer by the Supplier.
- 9.4 The Buyer is never liable towards the Supplier, except in the event of intent or gross negligence on the part of the Buyer.



10 Force majeure

10.1 Force majeure means any event or circumstance beyond the control of the Buyer that permanently or temporarily prevents execution of the agreement, including but not limited to disasters (both natural and man-made), wars, strikes, transport problems, disruptions in the business of the Buyer or its customers, animal diseases and/or food problems related to the goods or type of goods, and changes to applicable laws or regulations that were not foreseeable at the time the agreement was concluded.

10.2 In the event of force majeure, the Buyer will be released from all its obligations towards the Supplier, without owing the Supplier any form of compensation.

11 Conversion

11.1 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.

12 Applicable law and choice of forum

12.1 The agreements concluded by the Buyer will be governed by Dutch law, to the exclusion of the Vienna Sales Convention.

12.2 All disputes relating to agreements concluded by the Buyer will be settled, at the Buyer's option, by the Central Netherlands District Court, Utrecht location or, in accordance with the Arbitration Rules of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the aforementioned rules.