

General terms and conditions of delivery and payment applicable to the members of the Dutch Association of Poulterers and Wholesalers in Game

Article 1 Applicability and definitions

- 1.1 The general terms and conditions set out below shall exclusively apply to all offers made by us, all agreements for delivery of game and poultry and/or related products and all other agreements entered into with us. Applicability of the Purchaser's general terms and conditions, under whatever name, is explicitly rejected.
- 1.2 Derogations to these general terms and conditions can only be agreed in writing and shall only apply after explicit confirmation from us.
- 1.3 For the purposes of these General Terms and Conditions, Purchaser shall be taken to mean: any legal person or natural person who has entered into an agreement with us or has received an offer from us to enter into an agreement with us and also the representative(s), authorised representative(s) and successors by universal or singular title of this legal person or natural person.
- 1.4 If any provision of these general terms and conditions is void or will be declared void, the other provisions of these general terms and conditions will remain in full force and the Parties will consult to agree on new provisions to replace the void provisions and/or the provisions declared void, whereby, to the extent possible, the meaning and the purpose of the void provision or the provision declared void are complied with.

Article 2 Offers, quotations and orders

- 2.1 All offers made by us are without obligation.
- 2.2 Unless stipulated otherwise, all quotations are subject to price changes. The Purchaser will be informed of any increase and/or decrease in the price at least three days before the date of delivery. In the event of a price change the Purchaser has the right to cancel the purchase.
- 2.3 Unless stated otherwise, the prices stated by us are:
 - ◆ based on current prices
 - ◆ based on delivery to house/company, warehouse or other storage location/processing space of the Purchaser, provided that it can be reached without any extra costs
 - ◆ exclusive of VAT
 - ◆ stated in Dutch currency.
- 2.4 The Purchaser is charged a deposit for our packaging designed for multiple uses such as crates and boxes. The Purchaser will only be credited for returnable

packaging material if we charged the Purchaser for this material. Our packaging designed for multiple uses may not be used for other purposes.

- 2.5 Orders must reach us no later than 1 a.m. on the day prior to the required delivery date. In the event of a change to the order the Purchaser will be charged for handling costs to be specified later.

Article 3 Content of agreements

For agreements and deliveries for which no written offer or confirmation of the order has been made, the invoice or delivery note is also considered to be a confirmation of the order, which is deemed to reflect the agreement correctly and completely.

Article 4 Payment

- 4.1 Unless agreed otherwise or stated by us, payment of the invoice amount shall be made in Dutch currency in cash upon delivery or within ten days of the invoice date by making a deposit or a transfer into a bank account or giro account designated by us. The value date stated on our bank/giro statements is deemed to be the date of payment.
- 4.2 If we have not received payment within the agreed period, the Purchaser is deemed to be in default by operation of law and the Purchaser shall pay an interest of 1% per month, calculated on the amount due as of the due date without any demand or notice of default being required, without prejudice to our right to immediately claim the amount due with interest and extrajudicial or judicial collection costs. The extrajudicial collection costs are 15% of the invoice amount due, which costs in case of judicial collection will be due in addition to the legal costs. If we can demonstrate that we incurred higher costs, which within reason were necessary, these costs also will be eligible for compensation.
- 4.3 We retain the right to make deliveries against cash on delivery.

Article 5 Delivery, risk transfer, transport

- 5.1 The Purchaser shall be under the obligation to accept delivery of the goods delivered by us.
- 5.2 Delivery dates quoted by us are always indicative unless expressly agreed otherwise. Only if a delivery date has been expressly agreed in writing, the Purchaser has the right to terminate the agreement if we have not delivered the ordered goods by the agreed delivery date, but not after we have been given, by registered letter, a reasonable period of time to fulfil our delivery obligation at a later date, without prejudice to the provisions of article 8 of these general terms and conditions.
- 5.3 The manners of transport, dispatch, packing etc are determined by us with due care if the Purchaser has not given us specific instruction.

- 5.4 The risk for the goods will be transferred to the Purchaser at the time we offer the goods for delivery to the Purchaser.

Article 6 Complaints, inspection, guarantee

- 6.1 We guarantee that the goods comply with the set legal requirements/approval requirements in force in the Netherlands and/or the European Union.
- 6.2 Upon delivery, the Purchaser is under the obligation to immediately inspect the packaging for any defects, shortages and/or noticeable signs of damage and to inspect the quality or to have the packaging inspected, or to perform this inspection after we have informed the Purchaser that the goods are at the disposal of the Purchaser.
- 6.3 Any defects or shortages or noticeable signs of damage to the delivered goods and/or the packaging present upon delivery shall be reported immediately by the Purchaser and be stated clearly and substantiated on the delivery note and the transport documents, failing which the Purchaser is deemed to have approved the delivery. Complaints in this regard will then not be handled anymore.
- 6.4 Complaints about the quality of the delivered goods will only be handled by us if they have reached us within 24 hours of the delivery, accurately stating the nature and the grounds of the complaints.
- 6.5 Complaints about invoices have to be submitted within eight days of the date of dispatch of the invoice.
- 6.6 After expiry of the periods for submitting complaints referred to in this article, the Purchaser is deemed to have approved the delivered goods and the invoice respectively. Complaints of whatever nature will then not be handled by us anymore.
- 6.7 If we find the complaint to be justified, at our discretion, we will either replace the defective goods, or issue a credit note to the Purchaser for such defective goods without the Purchaser having any right to claim any damages, however, all this only after the goods in question have been returned to us.
- 6.8 Returning the delivered goods may only be effected with our prior written permission, under conditions to be determined by us. If we find the complaint to be justified, the costs related to returning the goods will be reimbursed by us. If a complaint is found to be unjustified, the costs of returning the goods will be for the account of the Purchaser. Then we also have the right to either destroy the goods or to return the goods to the Purchaser after full payment of the related costs.

Article 7 Retention of Title

- 7.1 The goods delivered by us shall remain our property until the Purchaser has fulfilled all of the following obligations arising from the purchase agreements entered into between us:
- a) the consideration for the delivered good(s) or the good(s) to be delivered;

- b) the consideration for the services performed by us or to be performed by us pursuant to the purchase agreement(s);
- c) any claims based on breach by the Purchaser of (a) purchase agreement(s).

7.2 The Purchaser is allowed to sell on the goods delivered by us in the ordinary course of business.

7.3 If the Purchaser fails to fulfil his obligations or if there is a reasonable fear that the Purchaser will fail to fulfil his obligations, we have the right to remove (or have removed) the delivered goods in which we have retained title from the Purchaser or third parties holding the goods for the Purchaser. The Purchaser has the obligation to fully co-operate on penalty of a fine of 10% a day of the amount due to us.

7.4 If third parties want to establish (or have established) any right to the goods delivered subject to retention of title, the Purchaser has the obligation to inform us as soon as reasonably can be expected.

Article 8 Termination of agreements

8.1 At the time on which the Purchaser:

- a) is declared to be insolvent or bankrupt or proceeds to assign the assets or when the Purchaser is granted a (provisional) moratorium; if the total assets or part of the assets of the Purchaser are attached or if the Debt Management (Natural Persons) Act is declared to apply to the Purchaser;
- b) dies;
- c) is placed under guardianship;
- d) does not fulfil any of his obligations towards us or does not fulfil any obligation towards us in time or properly;
- e) commences a strike or proceeds to transfer his company or an important part of his company, including the contribution of his company in a company to be incorporated or already existing, or proceeds to change the objectives of his company;

we have the right, by the simple occurrence of one of the above-mentioned circumstances to terminate the agreement or to deem the agreement to be terminated, without any judicial intervention being required, by means of a written statement to this effect to the Purchaser without having to pay the Purchaser any damages and without prejudice to our right to claim the damage incurred by us from the Purchaser or to claim in full any amount due by the Purchaser for deliveries performed by us, forthwith and without any warning or notice of default being required and/or to reclaim and take (have taken) the delivered goods as our own property, without prejudice to our other rights to compensation of costs, damages and interests.

8.2 To be able to exercise our right referred to in the previous paragraph to take back goods, the Purchaser now for then gives his permission to enter the terrains and buildings where the goods are located or to have these entered.

Article 9 Liability and exoneration

- 9.1 With the exception of obligatory provisions we are not held to pay any damage, of any nature, directly or indirectly, including loss of profits, demurrage, damage to movable or immovable goods or injury to persons, both with the Purchaser and third parties, irrespective whether this is the intended or certain consequence of acts or failure to act of our subordinates and the third parties engaged by us to perform the agreement, or the result of a defect in a product delivered by us.
- 9.2 Our liability shall always be limited to the amount paid out by the insurance company with respect to the damage occurring.
- 9.3 The Purchaser shall indemnify us unconditionally and fully against all claims, irrespective of the nature and the extent of the claims, third parties (try to) submit against us.

Article 10 Force Majeure

- 10.1 Force majeure shall be deemed to mean circumstances preventing fulfilment of the agreement which are not attributable to us. This will include (if and to the extent that these circumstances render fulfilment impossible or unreasonably difficult): threat of (civil) war, riot, wilful damage, fire, flood, strike, factory sit-in, lockout, import and export restrictions, government measures, defects in machinery, interruption in the delivery of energy, both in our company and the companies of third parties we have to obtain the required materials or raw materials from, in whole or in part, and during storage or transport, whether or not under own management. And furthermore by all other causes, through no fault or action of us and beyond our control.
- 10.2 We also have the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after we had to fulfil our agreement.
- 10.3 During a period of force majeure our delivery and other obligations are suspended. If the period, in which performance of our obligations is no longer possible due to force majeure, should be more than two months, we shall have the right to terminate the agreement without any obligation to pay damages.
- 10.4 If we have partly fulfilled our obligations when the force majeure takes place, or if we then shall be able to only partly fulfil our obligations, we shall have the right to separately invoice the delivered part or the part still to be delivered and the Purchaser shall pay the relevant invoice as if it were a separate agreement.

Article 11 Applicable law

To all offers made by us, all agreements entered into with us and other contracts concluded with us and the execution thereof, solely Dutch law shall apply with the exclusion of the Vienna Sales Convention.

Article 12 Disputes

Any disputes, including the disputes only considered to be a dispute by one of the Parties, arising from or related to an offer or agreement these terms and conditions apply to or relating to the terms and conditions or the explanation or execution of these terms and conditions, to the extent allowed by legal regulations, shall be judged by the Dutch Court to the exclusion of any other legal authority. If the District Court has territorial jurisdiction, we have the right to submit a dispute to the Court in the jurisdiction where we have our registered office or our business address.