

**General Terms and Conditions of Sale, Delivery and Payment of Schoonderwoerd Vlees B.V., a private limited liability company having its registered office in De Bilt, the Netherlands, and its principal place of business at C. de Haasweg 6, 3721 TK Bilthoven.**

**1. General**

- 1.1 These General Terms and Conditions apply to all offers and quotes from and all agreements between Schoonderwoerd Vlees B.V. and another party to which they have been declared applicable, including deliveries of products to buyers who are deemed to have accepted the General Terms and Conditions by the sole fact of an order, unless expressly agreed otherwise in writing.
- 1.2 These General Terms and Conditions will also apply to all future agreements that Schoonderwoerd Vlees B.V. enters into with the same party or to supplementary follow-up orders that Schoonderwoerd Vlees B.V. carries out or accepts/has accepted on the basis of an agreement, including any such party's legal successors.
- 1.3 A general reference by the other party to the (general) terms and conditions it employs does not lead to their applicability. Schoonderwoerd Vlees B.V. expressly rejects the applicability of the other party's (general) terms and conditions.
- 1.4 The invalidity of any of the provisions of the agreement or these terms and conditions does not affect the validity of the other provisions of the agreement and these terms and conditions.
- 1.5 If any of the provisions of these terms and conditions are unreasonably onerous, unacceptable or invalid, the parties will consult and agree on a provision that, all circumstances considered, is acceptable and approximates the purport of the provision that is deemed inapplicable as closely as possible.

**2. Agreement**

- 2.1 Subject to the provisions below, an agreement will have been formed as soon as we (the supplier) have expressly accepted/confirmed an order in writing and have started performance/delivery. The order confirmation is deemed to be a full and true representation of the agreement. In default of which, our records will be conclusive.
- 2.2 Any supplementary arrangements or amendments as well as (verbal) arrangements and/or commitments made at a later stage by our staff or on our behalf by our salespeople, agents, representatives or other intermediaries will only be binding on us, if they have been expressly confirmed in writing or, as the case may be, are carried out by us.
- 2.3 For services that are of such nature and scope that no quote or order confirmation is sent, the invoice/receipt, which will also be deemed a full and true representation of the agreement, will also be deemed an order confirmation.
- 2.4 These terms and conditions may be invoked not only by us, but by everyone involved in the performance of the agreement concluded with the other party.

**3. Prices and quotes**

- 3.1 Prices and quotes are free of obligation and may be amended or revoked without prior notice in so far as they have not yet been accepted by the other party. Quotes are valid for a maximum period of fourteen days.
- 3.2 All prices stated in the agreement or quote are exclusive of turnover tax (VAT) and are based on delivery "ex works" (Incoterms 2010), unless stipulated otherwise in the agreement.

#### **4. Delivery and delivery date**

- 4.1 The products to be delivered by Schoonderwoerd Vlees B.V. will be deemed to have been delivered as soon as they are ready for dispatch ex works (Incoterms 2010) and the other party has been notified thereof, unless stipulated otherwise in the agreement. As soon as the products have been delivered, the buyer will be liable for the costs and risks associated with the same, irrespective of whether the buyer is represented at the time of delivery.
- 4.2 The other party is obliged to ensure that the products delivered and/or their packaging are checked for any shortages, visible damage or quality, or to perform this check on receiving notice from us that the products are ready for collection by the other party.
- 4.3 The other party is required to ensure that any shortages or damage to the products delivered and/or the packaging detected at the time of delivery are reported on the delivery receipt, the invoice and the transport documents, in default of which the other party will be deemed to have approved the products delivered. In that event, complaints in respect thereof will no longer be accepted.
- 4.4 Any delivery date agreed between Schoonderwoerd Vlees B.V. and the other party does not constitute a deadline. If the other party believes that we have not delivered on time, it must give Schoonderwoerd Vlees B.V. written notice of default and grant it a reasonable grace period within which it still has to deliver.
- 4.5 Prior to making any deliveries, we are at all times entitled to require the buyer to provide security, to our satisfaction, for the proper fulfilment of its obligations.

#### **5. Retention of title**

- 5.1 All products sold and delivered by us remain our property until all payments that the other party owes us at the time of delivery for whatever reason, including interest and costs, have been made.
- 5.2 The other party is only permitted to resell or use the products delivered subject to retention of title as part of its normal business operations. Until the obligations referred to in the previous paragraph have been fulfilled, the other party is not entitled to transfer the title to the products delivered by us to a third party or to pledge the same, nor may the products serve as security for an amount payable to a third party. In the event of non-fulfilment of this obligation, we will be entitled at all times to repossess the products or have them repossessed at the other party's expense from the address at which they are located.
- 5.3 If a product delivered by Schoonderwoerd Vlees B.V. , to which we retain title, is imported into another European Union member state, the laws of that member state will govern the retention of title if those laws are more favourable to Schoonderwoerd Vlees B.V. in that respect.
- 5.4 Without prejudice to any other rights vested in us, the buyer authorises us to repossess the products delivered without giving notice of default or without judicial intervention if the buyer does not meet its payment obligations or does not do so on time.

#### **6. Force majeure**

- 6.1 In addition to how it is defined by law and case-law, force majeure, as used in these terms and conditions, is understood to mean:  
Any unforeseeable circumstance beyond the parties' control, as a result of which the other party cannot reasonably require us to carry out the agreement. Force majeure will in any event include: war risk, blockades, riots or other breaches of the peace, strike action, excessive absenteeism among our staff, transport difficulties, fire, government measures, which will in any event include import and export bans, sales bans and operational breakdowns in our business and/or that of

- our suppliers, as well as breach of contract on the part of our suppliers as a result of which we are not or no longer able to meet our obligations to the other party.
- 6.2 If a situation of force majeure occurs, we will be entitled to postpone the performance of the agreement or to dissolve the agreement definitively. We will consult with the other party about this.

## **7. Complaints**

- 7.1 Complaints about the weight and/or visible defects are to be submitted in writing within 24 hours of receipt of the products.
- 7.2 Complaints about hidden defects are to be submitted in writing within 24 hours of detecting the defect, and in any event no later than one week after receipt of the products.
- 7.3 We are entitled to be given the opportunity to verify the validity of any complaints.
- 7.4 Complaints about the amount of the invoice are to be submitted within 30 days of the invoice date, in default of which the other party will be deemed to have accepted it.
- 7.5 Any complaints by the other party do not entitle the other party to postpone its payment obligations. In that event, the other party will still be obliged to take delivery of and pay for any other products ordered.

## **8. Payment**

- 8.1 Payment is due on delivery, without any discount, postponement, offset or compensation, in the form of cash or COD, unless agreed otherwise, in which case payment must be received by us within 21 days of the invoice date.
- 8.2 If payment is not made by the due date referred to in paragraph 1 of this article, the other party will be in default by operation of law without notice of default being required. As of that moment, the other party will owe us interest based on the statutory trade interest under Section 6:119a of the Netherlands Civil Code. All other costs, both judicial and extrajudicial, incurred by Schoonderwoerd Vlees B.V. for the collection of any amounts not paid will be payable by the other party. Any and all amounts owed to us by the other party will become exigible as of that moment. In this context, part of a month will be regarded as a whole month.
- 8.3 These extrajudicial collection charges have been set at 15% of the invoice amount, subject to a minimum of €25.

## **9. Guarantees and liability**

- 9.1 The products to be delivered by Schoonderwoerd Vlees B.V. meet the normal requirements and standards that may reasonably be set therefor at the time of delivery and for which they are designed in case of normal use.
- 9.2 The guarantee referred to in paragraph 1 of this article will apply up to the use-by date stated on the packaging, unless the nature of products delivered dictates otherwise or the parties have agreed otherwise in writing. If the guarantee issued by Schoonderwoerd Vlees B.V. concerns a product made by a third party, the guarantee will be limited to the guarantee issued by the third-party producer of the product.
- 9.3 Any form of guarantee will be voided if a defect arises from improper use or use after the use-by date or from incorrect storage or if it is processed or treated in a manner other than prescribed.
- 9.4 In cases where Schoonderwoerd Vlees B.V. should be liable, its liability will be limited to the extent provided in the following paragraphs of this article 9.
- 9.5 If and in so far Schoonderwoerd Vlees B.V. should be liable, it will solely be liable for direct loss. Its liability will always be limited to twice the invoice value of the order and to the amount paid out by its insurer in such cases.

- 9.6 Schoonderwoerd Vlees B.V. will under no circumstances be liable for indirect loss, including consequential loss, including (but not limited to) transport, travelling or accommodation expenses, loss of profit or income, and loss due to business interruption.
- 9.7 The limitations of liability stipulated in this article will not apply if the loss is due to intent or deliberate recklessness on the part of Schoonderwoerd Vlees B.V.

## **10. Suspension, termination, and dissolution of the agreement**

- 10.1 We are authorised, at our discretion, to suspend the agreement in whole or in part or to dissolve the agreement in whole or in part by means of written notice without judicial intervention (without being held liable for any damages or guarantee) if:
- a. the other party applies for or is granted a moratorium or files for bankruptcy or is declared bankrupt;
  - b. the other party's business is sold or wound up;
  - c. the other party is placed under guardianship or administration;
  - d. a substantial portion of the other party's assets or items intended for the performance of the contract are seized;
  - e. the other party's business has been shut down or is being wound up;
  - e. the other party fails to meet any of its obligations under the agreement,
- all without prejudice to our other statutory rights and our right to immediately reclaim any payments made.
- 10.2 Any dissolution as referred to in this article will not result in the loss of any of Schoonderwoerd Vlees B.V.'s rights that, in Schoonderwoerd Vlees B.V.'s reasonable opinion, are intended to remain effective after dissolution.

## **11. Confidentiality**

- 11.1 The other party, its staff and any third parties called in by the other party are obliged to maintain strict confidentiality with regard to all information relating to Schoonderwoerd Vlees B.V. that they obtain in conjunction with (the formation of) an agreement or the performance thereof. The confidentiality obligation will remain effective after the performance of the agreement.
- 11.2 Without written permission from Schoonderwoerd Vlees B.V., the other party will not disclose the contents of any written or other communications from Schoonderwoerd Vlees B.V. to third parties, unless the disclosure thereof to third parties is expressly intended.
- 11.3 If the other party, its staff and/or third parties called in by the other party infringes/infringe the provisions of this article, the other party will forfeit by operation of law, without any demand and/or notice of default being required, an immediately exigible lump-sum penalty of €5,000, as well as €500 for each day that the infringement continues, without prejudice to Schoonderwoerd Vlees B.V.'s right to claim full compensation for the loss incurred by it.

## **12. Disputes**

- 12.1 Any disputes that should unexpectedly arise between us and our buyers will be brought before the competent court of Utrecht in the first instance, on the understanding that we will also be entitled to have any disputes to be brought before the court by us settled by the court that is competent under the common provisions of the law.

## **13. Applicable law**

- 13.1 All agreements governed by these terms and conditions, as well as the obligations and disputes resulting therefrom are exclusively governed by Netherlands law,

even if an agreement is carried out abroad or if the other party is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.

**14. Filing**

- 14.1 These General Terms and Conditions have been filed with the Chamber of Commerce for Midden-Nederland (Central Netherlands) under number 30112982.
- 14.2 The most recently filed version or, as the case may be, the version that applied at the time the agreement was concluded with Schoonderwoerd Vlees B.V. will apply.
- 14.3 The Dutch version of the General Terms and Conditions always prevails with regard to their interpretation.