



General Terms and Conditions of Purchase Profood Netherlands B.V.

Article 1

Applicability of the General Terms and Conditions of Purchase

1.1

The following General Terms and Conditions of Purchase (hereinafter Conditions) apply to all business transactions with our trade partners and suppliers (hereinafter seller for deliveries and/or sales to Profood Netherlands B.V. (hereinafter Profood).

1.2

The conditions apply to contracts concerning the sale and/or supply of moveable goods (hereinafter referred to as: 'goods'), regardless of whether they are produced by the seller or bought from third-party suppliers. The conditions in their current version also apply as a master contract for future contracts concerning sales and/or supplies of moveable goods from the same seller without Profood having to refer to them again in each individual case.

1.3

Only these conditions will apply. Profood does not accept any contrary, deviating or supplementary conditions on the part of the seller, unless and to the extent that an express written provision to the contrary is included in the contract with Profood. This prerequisite of approval applies in every case, even if Profood unconditionally accepts the seller's supplies although Profood is aware of the seller's conditions. Profood expressly rejects any conditions imposed by the seller.

1.4

The terms of special separate contracts made with the seller (including supplemental contracts, additions and amendments) will always prevail over these conditions. The content of such contracts must be set out in a written contract or confirmed by Profood in writing.

1.5

Legally relevant notifications or announcements made by the seller to Profood after conclusion of the contract (e.g., regarding deadlines, reminders, cancellation of the contract) must be in writing in order to be legally valid.

1.6

The full or partial invalidity or possible invalidity of one or more of the provisions in these conditions will not affect the validity of the remaining provisions. In such case, the seller and Profood will enter into negotiations in order to replace the voided or invalid provision with a valid provision that accords with the objective and scope of the original provision.

1.7

Any uncertainty regarding the interpretation of one or more of the provisions of these conditions will be resolved by looking to the "spirit" of these provisions. If a situation arises between the parties for which no provision is made in these conditions, then the situation must be assessed in accordance with the spirit of these conditions.

1.8

The fact that Profood may not always demand strict compliance with these conditions cannot be interpreted to mean that these conditions are inapplicable or that Profood in any way whatsoever waives its right to demand strict compliance with these conditions in other instances.

1.9

References to the validity of statutory provisions are included only for clarification purposes. Even without such a clarification the statutory provisions apply, insofar as they are not directly changed or expressly excluded in these conditions.



Article 2

Conclusion of and amendments to the contract

2.1

Profood's purchase order will be binding no sooner than after the seller's confirmation of Profood's order or after the written or electronic acceptance of a seller's offer. The seller is required to confirm Profood's order in written or electronic form within two days or to fill it by sending the goods without reservation to Profood. The seller must inform Profood of any apparent errors (e.g., typographical or arithmetic errors) and incomplete portions of the order, including the order forms, for the purposes of correction or completion before accepting the order, otherwise no contract will be considered to have been concluded.

2.2

The seller is required to confirm Profood's order in writing within two days or to fill it by sending the goods without reservation to Profood. The seller will accept this term as reasonable because possible substantial price changes can occur within a very short period of time in the wholesale meat trade, making short-term order confirmation indispensable to avoiding substantial essential economic risks and losses.

2.3

Until acceptance by the seller, Profood is entitled to cancel an order without giving reasons for that cancellation. An acceptance communicated after the deadline is regarded as new offer requiring written confirmation by Profood.

2.4

Amendments to or supplements of the contract and deviations from these general Terms and Conditions of Purchase shall only enter into force if they are agreed in written or electronic form between Profood and the seller.

2.5

If amendments result in increase or reduction of costs, a change in the purchase price arising such amendments shall be agreed in written or electronic form between the contracting parties.

Article 3

Delivery period and default

3.1

The delivery time specified in Profood's order will be a reasonable period and applies as a deadline. If the delivery time is not indicated in the order and no agreement has been made to the contrary, delivery will take place two weeks after conclusion of the contract. The seller is obliged to immediately inform Profood in writing if it suspects, for whatever reason, that it will be unable to deliver within the agreed time.

3.2

If the seller fails to render its service or fails to do so in a timely fashion or is otherwise in default, Profood will have recourse to statutory law remedies, particularly those regarding the right to dissolve the contract and the right to claim damages. The provisions in these conditions will remain in full force and effect.

Article 4 Failure to perform

4.1

The seller will be in default, without any notice of default being required, at the end of the day on which delivery was agreed to be made or, in the absence of such contract, at the end of the day two weeks from the date on which the contract was concluded. The seller will also be in default, without any notice of default being required, if its failure to perform is attributable to the seller.

4.2

Notwithstanding the right to damages and the other statutory rights ensuing from an attributable failure to perform, Profood is entitled to collect an immediately due and payable fine of 0.5% of the net price for each calendar week that has passed, up to a maximum total of 5% of the net price, during the delay in delivery of the goods.

4.3

In the case of a non-attributable failure to perform, the obligations of both parties will be suspended for a period of 30 days. The Parties can only cite non-attributable failures to perform against one another if the citing party notifies the defaulting party of same in writing as soon as possible, but in all cases within five business days after the non-attributable failure to perform commenced. If the seller asserts that one or more of its failures to perform cannot be attributed to it, and Profood accepts these assertions, Profood will still have the right to dissolve the contract. In such case, neither party will charge the other for any loss.

Article 5 Performance, Delivery, Passing of Risk

5.1

The seller is not authorised to have a third party (e.g. a subcontractor) render the services the seller is obligated to render to Profood unless the seller has obtained Profood's prior written consent to same. Profood is entitled to attach reasonable conditions to this consent.

5.2

The seller bears the risk of ensuring that its services are performed. The seller shall adequately insure against reasonable risk associated with transport.

5.3

Unless agreed otherwise, delivery must be made to the address Profood indicates in its order. If the destination has not been specified and no agreement has been made to the contrary, delivery must be made at Profood's business address.

5.4

The delivery must include a delivery receipt stating the date (of issue and of shipping), the contents of the delivery (product code and quantity) and Profood's order code, (date and number). If the delivery note is not included or is incomplete, seller will bear the expense of any delays in the processing and payment caused thereby.

5.5

Separate from the delivery note the seller has to send a corresponding dispatch note with the same contents to Profood.

5.6

The risk associated with the goods passes to Profood along with delivery, but not until after Profood has approved the goods

Article 6 Prices and Terms of Payment

6.1

The price stated in the purchase order is binding. All prices include VAT at the statutory rate, unless VAT is stated separately, and include the costs relating to the performance of the seller's obligations.

6.2

Unless agreed otherwise in a particular case, the price includes all primary and auxiliary services on the part of the seller (e.g. preparation of shipping documents), as well as all additional costs (e.g. proper packaging, transport costs, including any transport insurance and statutorily mandated liability insurance). If Profood so requests, the seller must take back all transport and other packaging materials at its own expense. The seller is responsible for processing or destroying all transport and other packaging materials. If the seller so requests, packaging material can be processed or destroyed at the seller's risk and expense.

6.3

The agreed price is due and payable within 30 days after complete delivery and service (including any agreed acceptance sign-off) and upon receipt of a correct invoice and approval of the goods by Profood. If Profood makes its payment within 14 calendar days, the seller will grant Profood a 3% cash discount on the net amount of the invoice.

6.4

There will be no interest payable from the due date. The seller's claim for late-payment interest will not be affected. Statutory provisions will apply to any default on the part of Profood. In each instance of default, the seller is required to issue a payment reminder.

6.5

Profood is entitled to suspend payment if it observes one or more defects in the goods. If the seller's counterclaim is acknowledged by Profood or confirmed at law, the seller's sole remedies will be the rights to retention and set-off.

6.6

Profood is entitled to reduce the invoice amount by the amounts the seller owes Profood.

6.7

Payment by Profood shall not constitute any waiver whatsoever of Profood's rights.

Article 7 Secrecy

7.1

Profood owns the property rights on, and copyrights of, price calculations, product descriptions and other documentation. Such documentation is to be used exclusively for contractual performance and must be returned to Profood after completion of the contract. The documentation must be kept secret from third parties, even after completion of the contract. This duty of confidentiality only expires when the knowledge contained in the documentation has become public.

7.2

The seller is particularly required to keep confidential the contents of the contract, the prices agreed with Profood and the delivery terms and conditions, as well as any other business information. The seller will not disclose to a third party any information about the foregoing without Profood's written consent to do so.



Article 8 Retention of Title

8.1

Title is transferred to Profood once delivery has been made.

8.2

The seller can only process, mix or combine goods it provides to Profood on behalf of Profood. If the processing, mixing or combining pertains to goods belonging to third parties that retain their property rights to those goods, Profood acquires partial title to the new product in proportion to the value of the goods Profood provided for the production of other products.

Article 9 Guarantee, inspection and failure to perform

9.1

The seller warrants that the goods delivered will accord with the parties' contract.

9.2

The product descriptions that Profood provides to the seller will constitute a contract regarding the quality of the goods. In this regard, it is irrelevant whether the product description originates at Profood, the seller, or the manufacturer.

9.3

The seller warrants that the goods delivered will meet all relevant statutory provisions regarding, among other things, quality, the environment, safety and health. The agreed quality will also particularly encompass the necessary or required physician's certifications or legal protocols relating to foodstuffs.

9.4

If Profood finds that the good supplied wholly or partially fails to satisfy the seller's warranty, the seller will be in default unless the seller can demonstrate that the defect in its performance cannot be attributed to it.

9.5

Profood's duty to inspect is limited to defects that can be observed in the context of an inspection of the goods upon receipt, including the shipping documents, as well as those that are observed in the context of a random sampling during quality control (such as damage incurred during transport, an incorrect delivery of goods, or the delivery of an incorrect number of goods). There is no duty to inspect if the goods are picked up at the seller's place of business. In all other cases, the duty to inspect is dependent on whether and the extent to which an inspection can be performed, taking into account the circumstances of each individual case and in accordance with the proper course of events.

9.6

Profood's duty to notify the seller of defects discovered later remains in full force in effect. In all cases, the notification (complaint) will be considered to have been made without delay and in good time if the seller receives Profood's notification within seven business days.



9.7

If Profood elects to have the seller cure the defect (subsequent performance) or to deliver goods that are free of defects within two business days after Profood files its complaint (replacement delivery) and the seller fails to perform its obligations within the reasonable term set by Profood for such performance, then Profood will be entitled to cure the defect itself, in particular by making a replacement purchase. Profood can request the seller to make reimbursement for the necessary costs in this regard or for a corresponding advance payment. If the seller fails in its subsequent performance or if said performance has become irrelevant to Profood (perhaps because of its particular urgency, danger to the security of the business, or the threat of excessive loss), then no term need be set in this regard. The seller must immediately inform Profood of this fact, in advance if possible. If the seller has not reclaimed the rejected goods delivered to Profood within two days after Profood has filed its complaint, Profood has the right to return those goods to the seller at the seller's risk and expense.

9.8

In all other cases involving a defect in quality either in fact or in law, Profood has the right to either lower the purchase price or to dissolve the contract. Moreover, under the relevant statutory provisions, Profood will be entitled to reimbursement of expenses and damages for the loss incurred.

Article 10

Intellectual and industrial property rights

10.1

The seller vouches for Profood's free and unhindered use of the goods delivered. The seller indemnifies Profood against the financial consequences of claims asserted by third parties resulting from the misuse of their intellectual and industrial property rights.

10.2

The seller shall be entitled to use the information Profood supplies, but only in connection with the contract. This information is and shall remain the property of Profood.

Article 11

Liability

11.1

The seller is liable for any loss or harm arising in connection with performing its obligations under the contract.

11.2

The seller shall fully indemnify Profood against all material damage or personal injury, Profood's personnel or Profood's customers, which result from actions which can be considered as failures or wrongful acts on the part of the seller, the seller's personnel or any other persons involved in the execution of the order by the seller. This also includes any loss arising as a result of the presence, use, delivery or removal of the property of the seller. The seller's personnel or other persons involved in the execution of the order by the seller.

11.3

The seller shall fully indemnify Profood against third-party claims for loss compensation as referred to in the first paragraph. If a third party files such a claim against the buyer, Profood will inform the seller immediately by sending him the necessary facts. In all other respects, Profood shall refrain from performing any act, unless the seller has granted permission to do so or the seller fails to avert the claim of the third party.

11.4

Profood shall be entitled to demand that the seller obtain insurance to cover the risk. The seller shall be obligated to allow Profood to review the insurance policy in this regard.



Article 12 Dissolution

12.1

If the seller fails to properly perform its obligations under the contract, or other contracts ensuing from the contract, or if the seller is declared bankrupt, granted a suspension of payments, loses any relevant licences or permits, has an attachment levied on all or part of the business assets or goods that would be used to perform the contract, is wound up, is taken over or is in any other comparable position, the seller will be in default by operation of law.

12.2

Without prejudice to any other of its rights, Profood will be entitled to fully or partially dissolve the contract if the seller or one of its subordinates or representatives offers or provides any benefit to a person who is employed by Profood or to one of its subordinates or representatives.

12.3

Moreover, Profood shall be entitled to terminate the contract, in the event of circumstance that is unusual or unforeseeable for Profood.

Provided that Profood is not at fault, such circumstances shall include, but shall not be limited to: war, threat of war, civil war, terrorism, riot, sabotage, fire, water damage, lightning strike, explosion, flood, escape of hazardous substances or gases, disruption of the energy supply, political upheavals, serious disruption of operations, illness of personnel on an unusual scale, strike, lockout, blockade, boycott, governmental measures, including import, export, transit, production or delivery restrictions, occurrence of epidemic animal disease, defects in machinery, suspension or impediment of shipping, lack of raw materials, all of this in Profood's enterprise and for third parties from whom Profood purchases goods, likewise storage or during transport, whether or not under Profood's own management, and for all other causes, for which Profood cannot be held liable.

12.4

In the aforementioned cases, Profood will have the right to fully or partially dissolve the contract without a court order and without being required to provide the seller with any notice of default. If Profood suspends or dissolves the contract, Profood shall not be liable in any manner for any resulting loss or expenses incurred, regardless of how they are incurred.

12.5

The contract will be dissolved by sending a registered letter to, or serving a bailiff's writ on, the seller.

Article 13 Choice of Law and Jurisdiction

13.1

On these terms and conditions and all legal relationships to which Profood is party, only Dutch law is applicable. However, Profood reserves the right to deviate from this choice of law and to determine that the law in accordance with the international provisions in force applies

13.2

The court in the judicial district where Profood has its statutory seat in the Netherlands has exclusive jurisdiction to hear any dispute, unless compulsory law prescribes otherwise. Nevertheless, Profood has the right to determine that the dispute must be submitted to the competent court in accordance with applicable international laws and regulations.



13.3

The parties will resort to the courts only after they have made every effort to solve the dispute in mutual consultation.

Article 14

Location and Amendments to these Conditions

14.1

These General Terms and Conditions have been filed with the Chamber of Commerce for central Gelderland, the Netherlands.

14.2

In each case, the version which was filed most recently or the version as such applied at the time of the contract with Profood will apply, as appropriate.

14.3

In the event that these conditions are translated, the Dutch-language text will remain controlling in interpreting these conditions.

Article 15

Privacy Statement

In accordance with the requirements of the General Data Protection Regulation, Profood has a privacy statement which can be found on the website of Profood.

Lichtenvoorde, the Netherlands, mai 2018