

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY PLUKON FOOD GROUP B.V.

This is a translation of an original document in the Dutch language for convenience purposes only. In case of any discrepancies between this translation and the Dutch original version, the latter will prevail.

### 1. Definitions

The following capitalized words have the meanings below:

- *Offer*: an offer from Plukon to the Buyer to enter into an Agreement;
- *Direct damage*: only: (i) the reasonable costs that the Buyer would have to incur to have that which Plukon has sold and delivered to the Buyer comply with the Agreement;(ii) the reasonable costs incurred to determine the cause and extent of the damage referred to under (i); and (iii) the reasonable costs incurred to prevent or limit the damage referred to under (i) insofar as these costs have actually resulted in prevention or limitation thereof.
- *Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain*: the Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain, appointed by the Minister of Agriculture, Nature and Food Quality in accordance with article 6 paragraph 1 of the Unfair Trade Practices in the Agricultural and Food Supply Chain Act and established and maintained by the Foundation for Disputes Committees for Profession and Business;
- *Goods*: animals and all material objects susceptible to human control within the meaning of Art. 3:2 of the Civil Code and all property rights within the meaning of Art. 3:6 of the Civil Code, except Intellectual Property Rights;
- *Buyer*: the legal or natural person with whom Plukon enters into an Agreement;
- *Agreement* means a written agreement between the Parties for the sale and delivery of Goods to Buyer;
- *Party(ies)*: Plukon and Buyer, or one of them;
- *Plukon*: any company belonging to the group as referred to in Article 2:24b of the Dutch Civil Code of Plukon Food Group B.V., having its registered office in Wezep and registered in the Commercial Register under Chamber of Commerce number 30255837;
- *Intellectual Property Rights*: all intellectual and industrial property rights (such as but not limited to copyright, related rights, rights in databases, trademark rights, logos, trade name rights, drawing and design rights, patent rights, rights in domain names and URLs, sui generis rights, rights in software, rights in know-how, trade secrets, etc.), whether registered or unregistered (including applications for registration), anywhere in the world;
- *Regulations*: *Regulations of the Unfair Trade Practices Disputes Committee Agricultural and Food Supply Chain*;
- *In writing*: by (registered) letter, by e-mail or by bailiff's writ;
- *Packaging and transport materials*: all Plukon's transport materials, pallets and/or loaner packaging, including plastic pallets and/or plastic crates, for the purpose of packaging Goods and transporting Goods to Buyer;
- *Conditions*: these general terms and conditions of sale and delivery of Plukon;

### 2. Applicability

- 2.1. The Conditions apply to every Offer, every Agreement and every negotiation situation or any pre-contractual relationship in which Plukon finds itself with the (potential) Buyer with a view to making an Offer or concluding an Agreement.
- 2.2. Once an Agreement has been entered into between the Parties under the applicability of the Conditions, the Conditions are deemed also to apply tacitly to any Agreement subsequently entered into between the Parties, unless expressly agreed otherwise in writing with the relevant Agreement.
- 2.3. Plukon is only bound to deviations from the Conditions to the extent that these are agreed in writing and expressly between the Parties in an Agreement, with express mention of the relevant article of the Conditions from which a deviation is made.
  - 1.1. To the extent that an Agreement deviates from one or more provisions of the Conditions, the provisions of the Agreement shall prevail. The other provisions of the Conditions shall in that case remain applicable to the Agreement without prejudice.

- 2.4. In the event of nullity or annulment by the Buyer of one or more provisions of the Conditions, the other provisions of the Conditions shall remain applicable to the Agreement. The parties will consult to replace an invalid or annulled provision of the Conditions with a provision that is valid or non-annullable and that corresponds as closely as possible to the purpose and purport of the invalid or annulled provision.

### **3. Offer and formation of an Agreement**

- 3.1. Each Offer is entirely without obligation and is effective for the period specified in the Offer, in the absence of a period specified in the Offer, the Offer is valid for five (5) business days from the date the Offer is made. At the end of this period, the Offer will lapse.

- 3.2. An Agreement is established in one of the following ways:

- a. If a written order follows an Offer from Plukon, then an Agreement is concluded at the time the order is received by Plukon, provided that this order corresponds fully to Plukon's Offer;
- b. If the Buyer places an order without a prior offer or quotation from Plukon, an Agreement is concluded at the time that the order is accepted in writing and in full by Plukon.

Plukon reserves the right - even after confirmation of the order by Plukon - to revoke acceptance of the order within five working days, without being liable to pay any compensation to the Buyer.

- 3.3. An Agreement can only be entered into by directors and any authorised representatives of Plukon as attested by the Trade Register. An Agreement concluded by non-authorised persons is only binding on Plukon if it is ratified by an authorised representative as shown in the Trade Register, or if Plukon has actually implemented the Agreement by delivering the Goods and sending the corresponding invoice. Plukon is only bound by deviations from the Agreement or the Conditions insofar as these have been expressly agreed in writing by the Parties to an Agreement.

### **4. Prices and price change clause**

Prices charged by Plukon are in Euros and - unless expressly stated otherwise - are exclusive of VAT. Plukon is authorized to adjust the stated or agreed prices on the basis of an increase in the cost price of the Goods to be supplied which occurs after the offer or after the Agreement has been concluded.

### **5. Packaging and transportation materials**

- 5.1. If Plukon makes Packaging and transport materials available for the delivery of Goods, the Buyer will return these Packaging and transport materials to Plukon within the usual period - but in any event within a period of fourteen (14) days after the date of delivery - for the Goods in question. Plukon is entitled to charge the Buyer a reasonable deposit fee and/or user/rental fee for used Packaging and transport materials. Plukon at all times remains the owner of the Packaging and transport materials it has made available.
- 5.2. If Plukon sends the Buyer an overview of the Packaging and transport materials which the Buyer is shown to have in its possession according to Plukon's records, the Buyer must report to Plukon in writing or by e-mail any inaccuracies in the overview provided by Plukon within fourteen (14) days of the date stated on the overview or the accompanying letter/email, failing which the Buyer will be bound to Plukon by Plukon's overview.
- 5.3. If damage occurs to Packaging and transport materials before, during or after the delivery of Goods, Plukon is entitled to charge the Buyer for the repair costs. If in Plukon's opinion there is irreparable damage or if there is loss, Plukon is entitled to claim the replacement value of the Packaging and transport materials. Loss is also understood to mean the situation in which Packaging and transport materials have not been returned to Plukon within thirty (30) days of the date of the invoice for the delivery in question.
- 5.4. The Buyer is not permitted to use Packaging and transport materials provided by Plukon for its own use without Plukon's written permission.
- 5.5. If the Buyer wishes to make its own packaging and transport materials available to Plukon for the packaging and transport of Goods, the Buyer is responsible for ensuring that these packaging and transport materials comply with legal requirements and standards for safety and proper transport. The Buyer indemnifies Plukon in this respect for any liability of Plukon to the Buyer and/or third parties. Plukon is entitled to refuse to use packaging and transport materials made available by the Buyer if, in

Plukon's opinion, these do not meet the aforementioned requirements and standards. In the event of such a refusal, Plukon is not liable for the Buyer's loss arising from any delay arising from this.

## **6. Delivery**

- 6.1. Delivery will always take place "Ex Works" as referred to in the Incoterms 2020 issued by the International Chamber of Commerce (ICC). "Works" within the meaning of the Conditions means any production location of Plukon and/or storage area used by Plukon.
- 6.2. Plukon is permitted to deliver Goods in parts. If the Goods are delivered in parts, Plukon is authorized to invoice each part as a separate delivery.
- 6.3. If the Parties - in deviation from Article 6.1 - have expressly agreed in writing in an Agreement that Goods will be delivered by or on behalf of Plukon to a place designated by the Buyer, then delivery will take place at the time the Goods reach their destination, unloaded on means of transport, without any notice being required from the Buyer. Costs and risk for transshipment and unloading at the place of delivery will be borne by the Buyer. Plukon is not liable for any damage to and/or reduction in the value of the Goods arising as a result of a delay in the arrival of the Goods which exceeds the normal transport time, unless the delay is the result of intent or deliberate recklessness on the part of Plukon or its managerial subordinates, under which is to be understood only those employees of Plukon who also determine the general policy within Plukon.
- 6.4. Buyer is obliged to take delivery of the purchased Goods at the time they are made available to it in accordance with the Agreement or the time they are presented to it in accordance with the Agreement. If Buyer refuses to take delivery or fails to provide information or instruction necessary for delivery, the Goods will be stored at Buyer's risk. Buyer shall in that case be liable for all additional costs, including in any case transshipment and unloading costs as well as storage costs. Damage to or partial loss/destruction of the Goods shall be at Buyer's expense and risk from the time of making them available/offering them.
- 6.5. In the event of a refusal to take delivery as referred to in Article 6.4, Plukon is also authorized - in view of the perishability of the Goods - to sell the Goods to one or more third parties after the expiry of six (6) hours from the time they were made available/offered, in which case all costs and any reduced proceeds from the Goods in relation to the price agreed with the Buyer will be payable by the Buyer. The foregoing is without prejudice to any other rights of Plukon against the Buyer on account of non-compliance with its obligations under the Agreement.
- 6.6. The mere fact that a delivery period stated in an Agreement has been exceeded does not mean that Plukon is in default. This will only apply if Plukon, for reasons attributable to it, fails to deliver the Goods within a further reasonable period - of at least fourteen (14) days - set in writing after the agreed delivery date. The Buyer may only dissolve the Agreement on account of a failure to meet a term that is attributable to Plukon and which causes it to be in default, insofar as the Agreement has not yet been fulfilled and the Buyer cannot reasonably be required to maintain the part of the Agreement that has not yet been fulfilled.

## **7. Payment**

- 7.1. Payment of the agreed price must be made in Euros and within the payment period specified in the invoice or, in the absence thereof, in any event within a period of fourteen (14) days from the invoice date.
- 7.2. Buyer shall not be entitled to set off or suspend or apply any deduction or discount with respect to the agreed price as stated in an invoice.
- 7.3. The date of payment is the date on which the invoice amount is credited to the account number of Plukon stated on the invoice.
- 7.4. Payments made by Buyer shall always be applied firstly to settle all interest and costs due and secondly to settle due and payable invoices that have been outstanding the longest, irrespective of the notification or payment reference stated by Buyer with any payment.
- 7.5. Plukon is entitled to require sufficient security from the Buyer for the fulfilment of its obligations. The Buyer will provide the requested security on Plukon's first request. Plukon is entitled to suspend fulfilment of its obligations until the Buyer has provided the security requested by Plukon.
- 7.6. All invoices of Plukon are payable immediately, without prior notice of default, in the following cases, if:

- (a) Buyer fails to perform any of its obligations under or related to any Agreement in a timely or proper manner;
- (b) Buyer is in receivership or has made a request to that effect;
- (c) Buyer is declared bankrupt, or a petition for bankruptcy is filed against or by Buyer;
- (d) the Buyer is declared subject to the Natural Persons Debt Rescheduling Act (WNSP), or an application to that effect has been filed by the Buyer;
- (e) is seized (conservatory or executory) by a third party against Buyer;
- (f) Buyer is a legal entity and the legal entity is dissolved and liquidated or, if Buyer is a natural person, Buyer dies, is placed in receivership and/or is no longer able to conduct its business;
- (g) The Buyer refuses to provide the security requested by Plukon, as referred to in Article 7.5, for the fulfillment of its obligations;
- (h) circumstances have come to the knowledge of Plukon which give Plukon good reason to fear that the Buyer will not comply with its obligations, such at the discretion of Plukon;
- (i) circumstances arise relating to persons and/or materials which Plukon uses or tends to use in the performance of the Agreement, which are of such a nature that the performance of the Agreement becomes impossible or so difficult and/or disproportionately expensive that fulfilment of the Agreement can no longer reasonably be required;
- (j) Buyer proceeds to discontinue or transfer all or a substantial part of its business. This also includes the case where Buyer contributes its business to a company to be incorporated or existing, or proceeds to change the objective of its business.

## **8. Default, extrajudicial collection costs, default interest**

- 8.1. The term of payment referred to in Article 7.1 shall be regarded as a strict deadline between the parties. The Buyer shall therefore be in default, without further notice of default being required, if payment is not made within this period.
- 8.2. If the payment term is exceeded, Plukon is entitled with immediate effect to payment of default interest on the invoice amount, which is set at 1% per month - whereby a part of a month counts as a full month - or the statutory commercial interest if this should prove to be higher at any time.
- 8.3. If the Buyer fails to pay on time, Plukon is entitled to proceed to collection of the amount owed without further notice of default. If Plukon decides to proceed with collection, the Buyer is obliged to pay the associated judicial and extrajudicial costs of Plukon, whereby the extrajudicial costs between the Parties will be set at least at the amount in accordance with the statutory *Extrajudicial Collection Costs Schedule* (see: [www.rechtspraak.nl](http://www.rechtspraak.nl), search term: 'BIK'), on the understanding that if Plukon has demonstrably incurred higher extrajudicial collection costs, these higher costs must be reimbursed by the Buyer.

## **9. Quality, defects, inspection and complaints**

- 9.1. Delivered Goods will be considered sound if they comply with the specific statutory (hygiene) regulations applicable within the EU for foodstuffs of animal origin. Specific requirements and/or intended use of the Goods to be delivered must be expressly stated in writing by the Buyer before and on the conclusion of the Agreement and must be specifically confirmed in writing by Plukon, failing which the Goods cannot be designated as faulty if they do not satisfy them or prove unsuitable for them. Any guarantee provided by Plukon does not include, but is not limited to: liability for the quality of the goods delivered if Plukon has acted in accordance with the Buyer's instructions; liability for products delivered by a designated supplier and failure to store the Goods correctly.
- 9.2. Plukon is authorized to deliver Goods which differ in non-essential points from the items described in the Agreement. Plukon is also authorized to deliver Goods which differ in essential points from the items described in the Agreement if this relates to changes in the Goods to be delivered, the packaging or accompanying documentation required to comply with applicable national, European or international statutory regulations or if this relates to changes which result in an improvement.
- 9.3. Weight loss due to refrigeration or freezing shall not be considered a shortcoming if the weight loss does not exceed one percent (1%). Weight loss in this respect can only be demonstrated with an official weighing bill showing that weighing took place at or immediately following delivery on a proper public weighbridge. If the Buyer himself collects the Goods to be delivered to him from Plukon, Plukon shall, if requested, give him the opportunity to weigh the Goods at Plukon or have them weighed in his presence. In the case referred to in the previous sentence, complaints about weight will only be accepted by Plukon insofar as weighing has taken place at Plukon.

- 9.4. Buyer shall check the purchased Goods (including packaging) immediately after delivery with respect to the correctness and quantity of the Goods as well as defects/quality problems of any kind.
- 9.5. If during the inspection by the Buyer as referred to in Article 9.4 *visible* shortcomings are found, the Buyer must report these to Plukon in writing within six (6) hours after the time of delivery, failing which the Goods will be deemed between the Parties to be in conformity with the Agreement.
- 9.6. *Non-visible* shortcomings must be reported in writing to Plukon by the Buyer within six (6) hours of the time of discovery or after they could reasonably have been discovered, whichever is earlier, failing which the Parties shall be in agreement that the Goods are in conformity with the Agreement. In any event, the Buyer's right to invoke a *non-visible* shortcoming will lapse if the Buyer does not notify Plukon in writing within three (3) weeks - in the event that the Goods have a European country as their final destination - or two (2) months - in the event that the Goods have a country outside Europe as their final destination - after the date of delivery.
- 9.7. If the complaints relate to the quality of the Goods, Plukon is entitled to instruct the Buyer to have the fresh Goods returned immediately, or to have the Goods frozen and kept frozen. Plukon is entitled to instruct the Buyer to return the frozen Goods to Plukon no later than a time stipulated by Plukon or to have the Goods stored and kept in cold storage. Furthermore, the Buyer must give Plukon the opportunity to check the merits of the complaints.
- 9.8. In the event of defects in the Goods delivered, Plukon is at all times entitled to redeliver similar Goods that do comply with the Contract or to apply a discount on the original price related to the nature of the defect, at Plukon's discretion. The Buyer is not entitled to make any other claim on account of any defect in the goods delivered.
- 9.9. If and as soon as Buyer takes the delivered Goods into use, resells them or processes them, the Parties shall be of the opinion that the Goods are in conformity with the Agreement; this means, among other things, that Buyer can no longer invoke any defect in the delivered Goods in that case.
- 9.10. Even if the Buyer complains to Plukon in good time about delivered Goods, its obligation to pay for and take delivery of the Goods remains and the Buyer is not entitled to any right of suspension and any set-off is excluded.

## **10. Due dates**

- 10.1. Legal claims and other powers of the Buyer, for whatever reason, against Plukon in relation to delivered Goods will lapse after six (6) months from the date on which the Buyer became aware or could reasonably have become aware of the existence of these rights and powers, if no written claim has been lodged with Plukon for this reason before the expiry of this period. Said period is a period of expiry and can therefore not be interrupted as referred to in Article 3:317 of the Dutch Civil Code.
- 1.2. In the event that a written claim is lodged by the Buyer with Plukon within the period stated in Article 10.1 in connection with Goods it has delivered, any legal claim on the part of the Buyer in this regard will also lapse if Plukon has not been taken to court within a period of six (6) months after receiving the written claim in question, before the competent court pursuant to Article 16.2 of the Conditions. This period is also an expiry period (in Dutch: *vervaltermijn*) and is therefore not subject to interruption as referred to in Article 3:317 of the Dutch Civil Code.

## **11. Retention of title and lien**

- 11.1. All Goods delivered by Plukon to the Buyer at any time remain the property of Plukon, as referred to in Article 3:92 of the Dutch Civil Code, until the Buyer has complied with all the following obligations under all Agreements concluded with Plukon:
- (a) The consideration(s) relating to Goods delivered or to be delivered itself;
  - (b) The consideration(s) relating to any services provided or to be provided under the Agreement by or on behalf of Plukon, such as transport and packaging;
  - (c) Any claims - including extrajudicial collection costs and default interest.  
due to Buyer's failure to fulfill its obligations under one or more Agreements.
- 11.2. In the event of a delivery of Goods to a Buyer in the territory of one of the countries mentioned below, then with respect to the Goods concerned - if and as soon as they are in the territory of the country concerned - in addition to the retention of title stipulated in article 11.1 under Dutch law, one of the retention of title formulated below under the law of the country concerned shall also apply, on the understanding that with respect to the Agreement, Dutch law as mentioned in article 16.1 shall otherwise apply exclusively:

A. Relating to delivery of Goods in England and Wales:

1. Plukon remains the owner of the property in all Goods supplied to the Buyer at any moment until such time as payment for all Goods that were sold and delivered to the Buyer at any moment have been received by Plukon in full in cleared funds from the Buyer.
2. The Goods shall remain the property of Plukon and the Buyer shall (i) store them separately from all other goods held by the Buyer and in the way they are readily identifiable as Plukon's Goods, (ii) not remove, deface or obscure any identifying mark or packaging in the Goods and (iii) maintain the Goods in a satisfactory condition until such time as payment for them and for all other Goods agreed to be sold to the Buyer has been received by Plukon in full in cleared funds from the Buyer.
3. If the Goods have been resold, Plukon's beneficial entitlement shall be attached to the proceeds of the re-sale and Plukon will be able to claim the full purchase price of the proceeds received by the Buyer.
4. Where ownership of the property in any Goods remains vested in Plukon, Plukon shall be entitled to (i) require the Buyer to deliver all Goods in its possession which have not been resold or irrevocably incorporated into another product and (ii) if the Buyer fails to do so upon request, enter the premises where those Goods are stored in order to repossess the same.
5. Should Goods become damaged in any way after they have been delivered, the Buyer will be liable to pay to Plukon the full purchase price of the Goods.

B. With respect to delivery of Goods in *Germany*:

1. Bis zur vollständigen Bezahlung aller unserer gegenwärtigen und künftigen Forderungen aus dem Kaufvertrag und einer laufenden Geschäftsbeziehung (gesicherte Forderungen) behalten wir uns das Eigentum an den verkauften Waren vor.
2. Die unter Eigentumsvorbehalt stehenden Waren dürfen vor vollständiger Bezahlung der gesicherten Forderungen weder an Dritte verpfändet, noch zur Sicherheit übereignet werden. Der Käufer hat uns unverzüglich schriftlich zu benachrichtigen, wenn und soweit Zugriffe Dritter auf die uns gehörenden Waren erfolgen.
3. Bei vertragswidrigem Verhalten des Käufers, insbesondere bei Nichtzahlung des fälligen Kaufpreises, sind wir berechtigt, nach den gesetzlichen Vorschriften vom Vertrag zurückzutreten oder/und die Ware auf Grund des Eigentumsvorbehalts herauszuverlangen. Das Herausgabeverlangen beinhaltet nicht zugleich die Erklärung des Rücktritts; wir sind vielmehr berechtigt, lediglich die Ware herauszuverlangen und uns den Rücktritt vorzubehalten. Zahlt der Käufer den fälligen Kaufpreis nicht, dürfen wir diese Rechte nur geltend machen, wenn wir dem Käufer zuvor erfolglos eine angemessene Frist zur Zahlung gesetzt haben oder eine derartige Fristsetzung nach den gesetzlichen Vorschriften entbehrlich ist.
4. Der Käufer ist befugt, die unter Eigentumsvorbehalt stehenden Waren im ordnungsgemäßen Geschäftsgang weiter zu veräußern und/oder zu verarbeiten. In diesem Fall gelten ergänzend die nachfolgenden Bestimmungen:
  - (a) Der Eigentumsvorbehalt erstreckt sich auf die durch Verarbeitung, Vermischung oder Verbindung unserer Waren entstehenden Erzeugnisse zu deren vollem Wert, wobei wir als Hersteller gelten. Bleibt bei einer Verarbeitung, Vermischung oder Verbindung mit Waren Dritter deren Eigentumsrecht bestehen, so erwerben wir Miteigentum im Verhältnis der Rechnungswerte der verarbeiteten, vermischten oder verbundenen Waren. Im Übrigen gilt für das entstehende Erzeugnis das Gleiche wie für die unter Eigentumsvorbehalt gelieferte Ware.

- (b) Die aus dem Weiterverkauf der Ware oder des Erzeugnisses entstehenden Forderungen gegen Dritte tritt der Käufer schon jetzt insgesamt bzw. in Höhe unseres etwaigen Miteigentumsanteils gemäß vorstehendem Absatz zur Sicherheit an uns ab. Wir nehmen die Abtretung an. Die in Abs 2 genannten Pflichten des Käufers gelten auch in Ansehung der abgetretenen Forderungen.
  - (c) Zur Einziehung der Forderung bleibt der Käufer neben uns ermächtigt. Wir verpflichten uns, die Forderung nicht einzuziehen, solange der Käufer seinen Zahlungsverpflichtungen uns gegenüber nachkommt, nicht in Zahlungsverzug gerät, kein Antrag auf Eröffnung eines Insolvenzverfahrens gestellt ist und kein sonstiger Mangel seiner Leistungsfähigkeit vorliegt. Ist dies aber der Fall, so können wir verlangen, dass der Käufer uns die abgetretenen Forderungen und deren Schuldner bekannt gibt, alle zum Einzug erforderlichen Angaben macht, die dazugehörigen Unterlagen aushändigt und den Schuldnern (Dritten) die Abtretung mitteilt.
  - (d) Übersteigt der realisierbare Wert der Sicherheiten unsere Forderungen um mehr als 10%, werden wir auf Verlangen des Käufers Sicherheiten nach unserer Wahl freigeben.
- 11.3. Goods delivered by Plukon, which are subject to retention of title pursuant to Article 11.1 or Article 11.2, may only be resold, processed or treated in the context of the Buyer's normal business activities on condition that the Buyer pays Plukon the price still owed to Plukon for the goods in question in advance. The Buyer is not authorised to pledge Goods that are subject to retention of title or to establish any other restricted right on them.
- 11.4. If the Buyer fails to comply with its obligations or if there is a well-founded fear - at Plukon's discretion - that it will not do so, Plukon is entitled to remove or arrange the removal of delivered Goods to which the retention of title referred to in Article 11.1 or Article 11.2 applies from the Buyer or third parties holding the Goods for the Buyer. Buyer is obliged to provide all cooperation to this end.
- 11.5. If third parties wish to establish or assert any right to the Goods delivered under retention of title, the Buyer is obliged to inform Plukon as soon as can reasonably be expected.
- 11.6. Buyer is obliged to:
- (a) insure and keep insured the Goods delivered under retention of title, until such time as they become the property of Buyer, against fire, explosion and water damage and against theft and to make the policy of this insurance as well as the proof of payment of the premium available for inspection;
  - (b) to pledge to Plukon all the Buyer's claims against insurer with respect to the Goods delivered under retention of title in the manner prescribed in Article 3:239 of the Dutch Civil Code, or in an equivalent provision under the laws of the countries mentioned in Article 11.2 if the Goods are located in those countries;
  - (c) mark the Goods delivered under retention of title as the property of Plukon and keep them separate from products of Buyer and/or third parties;
  - (d) otherwise cooperate with all reasonable measures which Plukon wishes to take to protect its property rights with respect to the Goods and which do not unreasonably interfere with Buyer in the normal conduct of its business.
- 11.7. In respect of delivered Goods that have become the property of the Buyer through payment and are still under the control of the Buyer, Plukon reserves for the time being the rights of pledge as referred to in Article 3:237 of the Dutch Civil Code, or an equivalent right under the law of the countries referred to in Article 11.2 if the Goods are located in those countries, as additional security for the claims, other than those referred to in Article 11.1, that Plukon may have on the Buyer for whatever reason. The authority included in this paragraph also applies in respect of Goods delivered by Plukon that have been processed or treated by the Buyer, whereby Plukon has lost its retention of title.
- 11.8. The Buyer hereby grants an irrevocable and unconditional power of attorney to Plukon, which hereby accepts the said power of attorney, to effect the pledge referred to in Article 11.7 above whenever Plukon so desires by pledging the Goods in question to itself and to have the necessary deeds executed and/or signed on behalf of the Buyer. In this respect, the parties hereby expressly exclude the effect of section 3:68 of the Dutch Civil Code and sections 7:416-418 of the Dutch Civil Code, or

equivalent provisions under the laws of the countries referred to in Article 11.2 if the Goods are located in those countries, but only insofar as (i) those articles impose obligations on Buyer and (ii) Buyer's authority to act would be restricted by those articles in any way whatsoever, and Buyer hereby waives any rights it might further derive from the said provisions.

## **12. Liability, indemnification**

- 12.1. Except in the case of intent or deliberate recklessness of managerial subordinates of Plukon - under which should be understood only the employees of Plukon who also determine the general policy within Plukon - Plukon can only be held liable for Direct Damage suffered by the Buyer as a result of the delivery, receipt, storage or use and/or processing of delivered Goods.
- 12.2. Plukon is not liable for any damage caused by any auxiliary person engaged by it, which expressly includes, but is not limited to, an auxiliary person within the meaning of Article 6:76 of the Dutch Civil Code.
- 12.3. Plukon is not liable for any costs incurred by Buyer or for any damages suffered by Buyer as a result of a product recall with respect to the delivered Goods.
- 12.4. Any liability of Plukon in respect of delivered Goods will lapse if the Buyer has failed to comply with the obligations stated in Article 9 (Quality, defects, inspection and complaints) in any way.
- 12.5. Plukon is not liable for any damage as a result of war, threat of war, civil war, riots, strikes, lockouts, a general lack of necessary raw materials, extreme price increases of relevant Goods, shortcomings of suppliers, transport difficulties, fire, unworkable weather, revolutions, piracy, natural disasters in general, bird flu and other (epidemic) animal diseases that may affect the business operations of Plukon, a pandemic or epidemic (including but not limited to Covid-19 or any mutation thereof) and situations involving amended laws and regulations, including veterinary decisions, or any change in policy which may affect the business operations of Plukon and thus the fulfilment of its obligations, absence or delay of the veterinarian who is required to be present at slaughter by virtue of permanent supervision, acts of terrorism, explosions, acts of war, water damage, floods, sit-down strikes, lockouts, import and export restrictions, government measures, machine defects, disruptions in the supply of energy or gas, all this both in the company of Plukon and of third parties to whom Plukon has stored the items it requires for the conduct of its business and also during storage or during transport, whether or not under its own management and furthermore all other matters that arise through no fault or risk on the part of Plukon.
- 12.6. If Plukon is liable to the Buyer on account of any attributable failure to comply with the Agreement, unlawful act or otherwise, then in all cases Plukon will never be liable for an amount higher than the invoice amount (excluding VAT) in respect of the delivery of the Goods to which the liability relates, barring intent or deliberate recklessness on the part of managerial subordinates of Plukon, under which should be understood only the employees of Plukon who also determine the general policy within Plukon.
- 12.7. The Buyer indemnifies Plukon against all claims for damages from third parties in connection with Goods delivered by Plukon to the Buyer or (additional) services provided for the Buyer and the costs incurred by Plukon in connection with these, except in the event that the claim arises from intent or deliberate recklessness on the part of managerial subordinates of Plukon.

## **13. Termination and suspension, force majeure**

- 13.1. In the case of a framework agreement or other long-term agreement with a term of two (2) years or less, Plukon may terminate this Agreement subject to one (1) month's notice. In the case of a framework agreement or other long-term agreement with a term of more than two (2) years, Plukon may terminate this Agreement subject to two (2) months' notice.
- 13.2. If Plukon anticipates that it will not be able to fulfill its obligations under the Agreement, it is entitled, without judicial intervention, to terminate the Agreement within fourteen (14) days of its conclusion, without any obligation to pay compensation or any undoing obligation arising on the part of Plukon in that case.
- 13.3. If one of the Parties proceeds to dissolve or (prematurely) terminate the Agreement or terminate the Agreement prematurely on any other ground, no obligations to undo the performance already received by them shall arise. The obligations still outstanding between the Parties at that time shall become immediately due and payable as of the date of termination. In the case of both the suspension of its obligations by Plukon and the dissolution or termination of the Agreement by one of the Parties,



Plukon is entitled to demand immediate payment for the materials and other items purchased and/or reserved by it for the performance of the Agreement and for that part of the obligations of the Agreement that Plukon has already performed, all this for the value that must reasonably be attributed to them. Plukon is entitled to the full agreed price if the circumstances that led to the end of the Agreement are attributable to the Buyer.

- 13.4. Without prejudice to its other powers, Plukon is authorised at all times to terminate or suspend the Agreement (extrajudicially) if it is unable to fulfil its obligations under the Agreement as a result of circumstances that are not for its account. Circumstances that are not for the account of Plukon include the circumstance where Plukon is unable to meet or deliver its obligations as a result of import and export restriction measures imposed (whether or not) by any government or any international body to whose decisions Plukon is directly or indirectly bound.
- 13.5. In case of suspension, Articles 6.4 and 6.5 of these Terms and Conditions shall apply accordingly.
- 13.6. Circumstances as referred to in Article 13.4 which are not for the account of Plukon and which give Plukon the right to terminate or suspend the Agreement also include - among other things - war, threat of war, civil war, riots, strikes, lockouts, a general lack of necessary raw materials, extreme price increases of relevant Goods, shortcomings of suppliers, transport difficulties, fire, unworkable weather, revolutions, piracy, natural disasters in general, bird flu and other (epidemic) animal diseases that may affect the business operations of Plukon, a pandemic or epidemic (including but not limited to Covid-19 or any mutation thereof), a change in legislation or (enforcement) policy, absence or delay of the veterinarian (the veterinary surgeon) who is required to be present during slaughter by virtue of permanent supervision, terrorist actions, explosions, acts of war, water damage, flooding, occupation of premises, lockouts, import and export restrictions, government measures, defective machinery, disruptions in the supply of energy or gas, all this both in the company of Plukon and of third parties to whom Plukon has stored the items it requires for its business operations and also during storage or during transport, whether or not under its own management, and furthermore all other matters that arise through no fault or risk on the part of Plukon.
- 13.7. Plukon also has the right to invoke force majeure as referred to in Articles 13.4 and 13.6 if the circumstance preventing (further) performance occurs after Plukon should have performed the Agreement.
- 13.8. In the event of suspension in connection with force majeure as referred to in Articles 13.4 and 13.6, the Buyer is entitled to terminate the Agreement if the period of suspension lasts longer than three (3) months from the time of the invocation of the suspension by Plukon, without any obligation to pay compensation arising on the part of Plukon in that case.
- 13.9. Plukon is also entitled to terminate the Agreement or to suspend its (further) performance in the cases referred to in Article 7.6.
- 13.10. The Buyer may dissolve the Agreement only on account of shortcomings attributable to Plukon and to the extent that Plukon, even after a written reminder, does not succeed within a reasonable period - of at least fourteen (14) days - taking into account all the circumstances, in eliminating the shortcomings in an acceptable manner and the Buyer cannot reasonably be required to maintain the Agreement.

#### **14. Integrity and competition**

- 14.1. The Buyer represents and warrants that with regard to the Contract, neither (the Buyer's) own company nor one or more of its managers, representatives, subordinates and/or non-subordinates or legal entities affiliated to the Buyer and their managers, representatives, subordinates or advisers is/has been involved directly or indirectly (i.e. through a third party) in consultations or agreements with other Candidate Companies concerning the setting of prices and/or the offering or giving of money or non-material benefits to be valued in money to one or more officials or other persons who are directly or indirectly involved in or can exert any influence on the formation or execution of the Contract, in a way that could be contrary to the provisions of the Competition Act and/or Articles 101 and 102 TFEU or the national and international legislation on bribery.
- 14.2. The Buyer further declares and vouches that neither he nor one or more of his managers, subordinates and/or non-subordinates has promised, offered or provided, directly or indirectly (i.e. via a third party) any advantage in any form whatsoever to directors, representatives, subordinates and/or non-subordinates of Plukon for the conclusion or performance of any Agreement.
- 14.3. If the Buyer fails to comply with any provision of this Article and the Buyer, after consultation with Plukon, cannot make it plausible that it is not in breach, Plukon has the right to terminate an

Agreement immediately without this giving rise to any liability for Plukon to the Buyer. In the event of such termination (i) Plukon shall not be obligated in any way to deliver any Goods to Buyer, (ii) Buyer shall be responsible and obligated to indemnify Plukon for any damages, claims, fines or other losses (including attorneys' fees) brought against Plukon or suffered or payable by Plukon as a result of Buyer's failure to comply with this Article, and (iii) Plukon shall be entitled to all other remedies available to Plukon at law. The provisions of this Article shall survive the expiration or termination of an Agreement.

- 14.4. Plukon only does business with companies that respect the law and adhere to ethical standards and principles. Should Plukon receive information to the contrary, Plukon will notify the Buyer and the Buyer agrees to cooperate and provide Plukon with any information it needs to decide whether any allegation received is valid and whether the Agreement or Offer should remain in place. Such information includes, but is not limited to, accounts, records, documents or other files.

## **15. Secrecy**

The Buyer will maintain confidentiality with respect to third parties - at all times - with regard to the formation of and the content of any Agreement concluded with Plukon, as well as with respect to all information that the Buyer receives from or on behalf of Plukon in the context of (the formation of) an Agreement, except if and insofar as the Buyer is obliged on the grounds of any national or international statutory regulation or court order to make certain disclosures to third parties, in which case the Buyer will inform Plukon of this as soon as possible.

## **16. Applicable law and competent court**

- 16.1. The Agreement between Plukon and the Buyer is exclusively governed by Dutch law, on the understanding that applicability of the Vienna Sales Convention (CISG) is excluded.
- 16.2. All disputes arising from or related to an Agreement entered into between the Parties shall be submitted exclusively to the Court of Rotterdam (the Netherlands).
- 16.3. Notwithstanding the provisions of Article 16.2, Plukon is at all times entitled, if it so wishes, to summon the Buyer before the competent court in accordance with Dutch law, the applicable EU Regulation or the applicable international treaty, or, if it so wishes, to submit a dispute with the Buyer to the Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain in accordance with the regulations of this Disputes Committee, or, if it so wishes, to commence arbitration proceedings against the Buyer in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute (NAI). In the latter case, arbitration shall be conducted by three arbitrators, the place of arbitration shall be Zwolle, the Netherlands, and the arbitral tribunal shall decide according to the rules of law.

## **17. Translations**

Translations of the Conditions may be circulated. However, the Dutch text is always normative and will prevail over any translation.

## **18. Modification of Terms**

- 18.1. Plukon is authorized to unilaterally make changes to the Terms that are on a Agreement apply.
- 18.2. Plukon will send the amended Conditions to the Buyer, after which the amended Conditions sent will be deemed to have been accepted by the Buyer.
- 18.3. Amendments shall take effect at the time of entry into force announced when the amended Conditions are sent. If no time of entry into force has been announced, amendments shall take effect immediately vis-à-vis the Buyer.
- 18.4. If the Buyer objects to the amended terms and conditions, Plukon is entitled to terminate all then existing Agreements with the Buyer with immediate effect, without any obligation to compensation arising on the part of Plukon.

These Terms and Conditions have been filed at the office of the Commercial Register of the Chamber of Commerce on December 22, 2023, under number 30255837.

