



1. Definitions

The following capitalised terms will have the following meanings:

- **Offer:** an offer from the Supplier to Plukon to enter into an Agreement;
- **Goods:** all corporeal objects that can be subject to human control as referred to in Article 3:2 of the Dutch Civil Code and all the property rights as referred to in Article 3:6 of the Dutch Civil Code;
- **Service(s)/Service Provision:** services of any kind that the Supplier provides for the benefit of Plukon, as described in the Offer, the Order or the Agreement;
- **Supplier:** the legal entity or natural person with which Plukon enters into an Agreement or with which Plukon places an Order concerning the supply of Goods and/or for the provision of Services;
- **Agreement:** an agreement between the Parties for the sale and delivery of Goods to Plukon and/or the carrying out of Services for the benefit of Plukon;
- **Order:** each request from Plukon to the Supplier concerning the purchase and supply of Goods and/or for the carrying out of Services;
- **Party/Parties:** Plukon and the Supplier, or one of these parties;
- **Plukon:** each company that is part of the Plukon Food Group B.V. within the meaning of Article 2:24b of the Dutch Civil Code, having its registered office in Wezep and registered in the Trade Register under Chamber of Commerce number 30255837;
- **Written/in writing:** by (registered) letter, by fax, by e-mail or by bailiff's notification;
- **Conditions:** these general purchase conditions of Plukon;

2. Applicability

- 2.1. The Conditions apply to every Offer, every Agreement, every Order and every negotiating situation or any pre-contractual relationship between Plukon and the (potential) Supplier with a view to making an Offer, entering into an Agreement or placing an Order.
- 2.2. Once the Parties have concluded an Agreement to which the Conditions apply, the Conditions will be tacitly assumed to apply to any Agreement the Parties enter into after that as well, unless expressly agreed otherwise in writing in the relevant Agreement.
- 2.3. Plukon will only be bound by derogations from the Conditions insofar as these have been expressly agreed upon between the Parties in writing in an Agreement.
- 2.4. The provisions of the Agreement will prevail if an Agreement derogates from one or more provisions of the Conditions. In such cases, the other provisions of the Conditions will continue to apply to the Agreement in full.
- 2.5. In the event that one or more provisions of the Conditions are void or voided by the Supplier, the other provisions of the Conditions will continue to apply to the Agreement in full. The Parties will consult to replace a void or voided provision of the Conditions with a provision that is valid or, as the case may be, cannot be voided and is as close as possible to the object and purpose of the void or voided provision.

3. Applicability of the Appendix Provision of Services

The Appendix Provision of Services has been attached to the Conditions. In the event that an Offer, an Order or an Agreement solely or partially pertains to the Service Provision, this Appendix Provision of Services also applies between the Parties. In the event that any part of the Conditions is in conflict or incompatible with the Appendix Provision of Services, the conditions of the Appendix Provision of Services will prevail.

4. Offer, Order and formation of an Agreement, amendments

- 4.1. Every Offer is irrevocable, and the submission of an Offer will under no circumstances involve costs for Plukon.
- 4.2. The Agreement is formed:
 - (a) when the Parties sign a contract, or;
 - (b) when Plukon sends Supplier a written Order in response to an Offer from Supplier, or;
 - (c) when Plukon sends Supplier an Order that is not based on an Offer from Supplier that Supplier subsequently carries or has carried out, or in respect of which the Supplier does not indicate to Plukon, in writing, that it does not accept the Order within two (2) working days of the date of the Order.
- 4.3. Any confirmation in respect of an Order that the Supplier sends at a later stage does not change the content or moment of formation of the Agreement. Plukon may require the Supplier to use a certain form for confirmation of an Order.
- 4.4. An Agreement can only be entered into and an Order can only be placed by directors with the power of representation according to the Trade Register and (any) authorised representatives of Plukon as evidenced by the Trade Register. An Agreement entered into by persons without the power of representation will only bind Plukon if it is confirmed by a person with power of representation according to the Trade Register or in the event that Plukon actually performs or has performed the Agreement.
- 4.5. Until the Supplier has met its obligations under the Agreement in full, Plukon will be authorised to amend the Agreement in writing, in consultation with the Supplier.
- 4.6. Changes to an Order or an Agreement suggested and/or initiated by the Supplier can only be agreed upon in writing. In the event that, in the opinion of the Supplier, a change has consequences for the agreed fixed price and/or the time of delivery, it is obliged to inform Plukon of this in writing, as soon as possible, though no later than within five (5) working days of being informed of the desired change, before implementing the change. Failing that, the Supplier will be obliged to deliver at the agreed price and within the original term. If the consequences for the price and/or delivery time are communicated in time and Plukon considers these to be unreasonable, the Parties will consult on this.

5. Non-assignment clause

The Supplier may only transfer an obligation towards Plukon under the Agreement and/or the Conditions and/or the Appendix Provision of Services to a third party with the prior written permission of Plukon, failing which permission such a transfer is excluded within the meaning of Article 3:83, paragraph 2 of the Dutch Civil Code and will therefore have no consequences for Plukon. Plukon may make its permission subject to conditions.

6. Prices

- 6.1. The prices are in euros, are exclusive of VAT, include (any) other levies that are or may be imposed by law, and include all the costs related to the compliance with the obligations of the Supplier – including call-out charges, travelling expenses and the costs of the loading, transport and unloading of the Goods, as well as any packaging expenses if, pursuant to the Agreement or Order, the Supplier is charged loading, transporting and unloading and/or packaging of the Goods – stating the VAT percentage.
- 6.2. The prices are fixed, unless the Agreement stipulates the specific circumstances that may lead to adjustment of the price, as well as the manner in which the adjustment will be made.

7. Delivery

- 7.1. In the event of late delivery, the Supplier will be in default without notice of default being required. The agreed time of delivery being exceeded constitutes an attributable failure that may give Plukon grounds to terminate the Agreement.
- 7.2. The Supplier is to immediately inform Plukon in writing in the event that there is a risk of the delivery time being exceeded.
- 7.3. Goods will be delivered to the agreed location and at the agreed time, Delivery Duty Paid (i.e. 'free domicile'), as referred to in the most recent version of the Incoterms published by the International Chamber of Commerce (ICC).
- 7.4. Goods to be delivered must come with a packing list, stating Plukon's order and article number(s) as well as the number of units, the packing unit, descriptions and – if applicable – the best before date(s).
- 7.5. Insofar as this is required or applicable, the goods must be provided with a clearly legible best before date (BBB). Per batch of the same Goods, the contents – including the applicable BBB – as well as the Plukon order and article number(s) and the batch details for the benefit of tracking and tracing must be clearly indicated on the outside.
- 7.6. Plukon is authorised to postpone the agreed time of delivery. If it concerns delivery of Goods, the Supplier will, in such case, store, conserve, secure and insure the Goods, properly packaged, separated and recognisable.

8. Packaging

- 8.1. Goods to be delivered must be properly packaged. The Supplier must continuously adapt the packaging to the latest environmental regulations, and use or use up as little packaging as possible.
- 8.2. Upon delivery, all packaging (with the exception of return packaging) will become the property of Plukon. Return packaging must be clearly marked as such by the Supplier. Unless the Supplier and Plukon have expressly agreed otherwise in writing, the Supplier is not authorised to charge a deposit or any compensation in respect of return packaging. Plukon may require that the Supplier take the delivered packaging material back.
- 8.3. At all times, Plukon will be authorised to return the (transport) packaging material to the Supplier at the Supplier's expense, or to request that the Supplier remove all or some of the (transport) packaging material and such used by it after use, without the Supplier being authorised to charge Plukon for that.
- 8.4. In the event that, at the request of the Supplier, packaging material is processed or destroyed, this will be done at the risk and expense of the Supplier.

9. Invoicing and payment

- 9.1. For every (partial) delivery of Goods and/or Services, the Supplier must submit an invoice pertaining to that delivery. The order and article numbers indicated by Plukon, the number and the price must be clearly stated on the invoice.
- 9.2. Regardless of the payment term of the Supplier as stated on the invoice, the invoice will be paid within forty (40) days of receipt of the invoice and approval of the Goods and/or Services, unless the Supplier states a longer payment term on its invoice, in which case the invoice will be paid within that term. In the event that this payment term is exceeded, Plukon will only be in default after written notice of default from the Supplier and the expiry of the new payment term of at least five (5) working days as indicated in that notice.
- 9.3. Plukon is authorised to suspend all payments if it establishes a shortcoming in the Goods and/or Services.
- 9.4. Plukon will be authorised to reduce the amount of the invoice with any amounts the Supplier owes Plukon on any basis whatsoever.
- 9.5. In the event that Plukon makes payment in respect of Goods and/or Services that have not been delivered/provided yet, it may require that the Supplier, at its own expense, has a Dutch bank that is acceptable to Plukon provide an unconditional and irrevocable bank guarantee to the amount of the payment.

10. Quality, inspection and guarantees

- 10.1. The Supplier guarantees that the Goods and/or Services are as agreed, free from visible and invisible defects and are suitable for the purpose for which they are intended. Acceptance by Plukon will at all times be subject to Plukon's rights in respect of the correct quality and content.
- 10.2. The Supplier guarantees that the Goods are fully complete and ready for use. It will – among other things – ensure that all parts, auxiliary materials, accessories, tools, spare parts, user manuals and instruction manuals that are required to realise the objective that Plukon indicated in writing are included, even if these have not specifically been mentioned.
- 10.3. The Supplier guarantees that the Goods delivered/Services provided are in accordance with all the statutory regulations on – among others – quality, the environment, safety and health.
- 10.4. In the event of reasonable doubt, Plukon will be authorised to (have a third party) inspect Goods and/or product locations, the costs of which will be at the expense of the Supplier, unless – according to the relevant inspection – the Goods meet the agreed requirements and specifications. The inspection may take place before, during and after delivery and be carried out by both Plukon and third parties engaged by it.
- 10.5. In the event that Plukon comes to the conclusion that the Goods delivered/Services provided are not (completely) as the Supplier guaranteed in accordance with Articles 10.1 through 10.3, the Supplier will be in default without any prior notice of default being required, regardless of whether the shortcoming can be attributed to the Supplier or not.
- 10.6. Plukon will complain to the Supplier within a reasonable term after becoming aware of the shortcomings in the Goods and/or Services. In the event that Plukon and the Supplier do not reach agreement on the matter, Plukon will be authorised to have an independent investigation carried out, the costs of which will be at the expense of the Supplier, unless – according to the relevant independent survey – the Goods delivered and/or Services provided prove to have no shortcomings and meet the agreed requirements and specifications.

11. Default, compensation

- 11.1. Regardless of whether it can be attributed to the Supplier, every failure on the part of the Supplier will result in the Supplier being in default and being liable to compensate Plukon in full, without notice of default being required.
- 11.2. The statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code on amounts that Plukon has paid in advance will be set off against invoices to be paid during the period in which the Supplier is in default.
- 11.3. In the event of a non-attributable failure, the obligations of both Parties will be suspended until the cause of the failure has been eliminated.

12. Due dates

- 12.1. Legal claims and other powers of the Supplier on any basis whatsoever against Plukon in connection with any Agreement will lapse six (6) months after the date on which the Supplier became aware or could reasonably have become aware of the existence of these rights and powers, but no written claim has been filed in that respect before the end of this term. The aforementioned term constitutes an expiry period and is therefore not susceptible to interruption as referred to in Article 3:37 of the Dutch Civil Code.
- 12.2. In the event that the Supplier has submitted a written claim in connection with any Agreement to Plukon within the term referred to in Article 12.1, any right of action of the Supplier in respect thereof will also be prescribed if no legal proceedings have been initiated against Plukon before the competent court pursuant to Article 23.2 of the Conditions within a term of six (6) months of receipt of the relevant written claim. This term also constitutes an expiry period and is therefore not susceptible to interruption as referred to in Article 3:37 of the Dutch Civil Code.

13. Transfer of risk and ownership

- 13.1. Following delivery, the ownership of the Goods transfers to Plukon.
- 13.2. The risk of the Goods only transfers to Plukon after the delivery has taken place in accordance with Article 7 of the Conditions and Plukon has signed the relevant transport documents.

14. Liability, indemnification

- 14.1. The Supplier is liable for all the direct and indirect loss that may arise in connection with the compliance with the obligations that arise from the Agreement.
- 14.2. The Supplier indemnifies Plukon against all costs, loss and interest that should arise for Plukon:
 - (a) due to faulty Goods and/or Services, whether or not within the meaning of product liability;
 - (b) as a direct or indirect result of legal action brought against it by third parties in connection with the performance of the Agreement;
 - (c) as a direct or indirect result of claims from customers in connection with non-delivery, late delivery or improper delivery by Plukon to these customers, which in turn is due to non-delivery, late delivery or improper delivery to Plukon by the Supplier.
- 14.3. The Supplier undertakes towards Plukon to support Plukon on this matter both at law and otherwise and, at Plukon's request, to intervene in an indemnification case at its own expense.
- 14.4. Under no circumstances will Plukon be liable for any loss whatsoever, except in the event of willful misconduct or gross negligence on the part of its subordinate supervisors, which must be understood to include those people who help determine Plukon's general policy.
- 14.5. Without prejudice to the above, any liability on Plukon's part in respect of trading loss, other indirect loss and/or loss as a result of willful misconduct or gross negligence on the part of Plukon's employees is expressly excluded.
- 14.6. Without prejudice to the conditions of Article 14.1 and the liability of the Supplier pursuant to the Agreement and the law, the Supplier warrants that it is adequately insured and will maintain adequate insurance in respect of the risks that arise for the Supplier from the Agreement(s), subject to the obligation to, at Plukon's first request, provide Plukon with the relevant policies. These insurances will in any case include:
 - a. at all times, a corporate liability insurance (aansprakelijkheidsverzekering bedrijven – AVB) – with freedom in respect of supply conditions – with an insured amount of € 2,500,000.00 per event if it concerns Goods being delivered;
 - b. a professional liability insurance (beroepsaansprakelijkheidsverzekering – BAV) or an AVB insurance with a cover for financial loss with an insured amount of at least 3 times the invoice value if it concerns Services and the (turn-key) Goods delivered in connection with these Services (including but not limited to engineering assignments and IT assignments);
 - c. an (additional) cover under the AVB for the benefit of the costs of recall, dismantlement, mounting, assembly, transport, storage, destruction and advertisements and related items, up to an amount in line with the (financial) size of the Agreement if it concerns delivery of Goods that Plukon, as part of its production process, processes and/or integrates into other Goods and of which 3 or more Goods show similar defects, which cover will apply for up to at least 2 years following the delivery date of the relevant Goods;
 - d. a Construction All Risks (CAR) insurance/Construction and Assembly insurance with a cover for 'Property of the Client' if the Supplier works on Goods at a Plukon location, or an AVB insurance for supervision risk up to an amount of at least € 100,000.00.
- 14.7. The Supplier must be adequately insured against the usual risks, including but not limited to fire, theft and water damage, as well as (product) liability. At Plukon's first request, the Supplier will provide Plukon with a copy/copies of the insurance policy/policies with a minimum cover of € 1,500,000.00. The Supplier will pledge all its claims on the insurers of the Goods or the Services to be provided on the basis of the aforementioned insurance policies to Plukon without Plukon having to indicate that it so desires. Upon request, the Supplier is obliged to have Plukon added to the relevant policy as a direct beneficiary, so that, in the event of loss, Plukon will be able to submit a claim to the insurer directly.





15. Termination

15.1. Without prejudice to its right to compensation, Plukon may cancel or terminate an Agreement with the Supplier or an Order placed with the Supplier without being liable to compensate the Supplier in respect thereof, with immediate effect, without prior notice of default being required:

- (a) in the event that the Supplier fails to comply with any obligation towards Plukon;
- (b) if a judgement or executory attachment is levied at the expense of the Supplier;
- (c) if the Supplier applies for and/or is granted a moratorium of payment, or if the Supplier offers a composition to its creditors, passes away or discontinues its business;
- (d) in the event of (a petition for the) bankruptcy of the Supplier;
- (e) in the event that the Supplier is placed under guardianship or liquidated, full or partial transfer of (undisclosed) pledge of the Supplier's business and/or of any company assets and/or company claims;
- (f) in the event of force majeure on the side of the Supplier;
- (g) in the event that the control rights and/or ownership ratios within the Supplier change to such an extent that the majority interest changes.

15.2. In the event that the Agreement is a continuing performance contract, Plukon can terminate it at all times, subject to a notice period of 60 (sixty) days, or the notice period as stated in the Agreement if this is shorter.

15.3. In the event that Plukon has entered into two or more related Agreements with the Supplier, Plukon may terminate the other Agreement(s) in the manner described in this article as well.

15.4. In addition, Plukon may terminate or cancel the Agreement or Order in full or in part in the event that, as a result of or in connection with the Agreement or Order, Plukon – at its sole discretion – is faced with such negative publicity that Plukon cannot reasonably be expected to have the Agreement continue or have the Order carried out. The Supplier is obliged to compensate for any loss that Plukon suffers as a result of such termination.

16. Force majeure

16.1. In the event of force majeure, Plukon will be exempted from all its obligations arising from the Agreement with the Supplier for the duration of the force majeure situation, without being liable to compensate the Supplier.

16.2. Force majeure on the side of Plukon as referred to in Article 16.1 must be understood to include any circumstances that are not dependent on the will of Plukon and permanently or temporarily hinder performance of the Agreement, even if these could already be foreseen at the time of the formation of the Agreement or the placing of the Order, as well as – insofar as this is not already understood to be included in the above – war, the threat of war, civil war, riots, strikes, exclusion of workers, a general lack of the required raw materials, stagnation on the part of suppliers, transport problems, fire, unworkable weather conditions, revolutions, piracy, natural disasters in general, fowl plague and other (epidemic) animal diseases and circumstances of amended laws and regulations, including veterinary decisions that can have an influence on the business operations of Plukon and, as a result, compliance with its obligations, terrorists action, explosions, willful damage, water damage, floods, factory occupation, exclusion, import and export restrictions, government measures, defects to machines and disruptions in the supply of energy, all of the above both within the Plukon business and with third parties from which Plukon acquires the goods and/or services required for its business operations.

17. Integrity and competition

17.1. The Supplier guarantees and warrants that with regard to the Agreement, neither (the business of) Plukon nor one or more of its managerial staff, representatives, subordinates and/or non-subordinates or legal entities affiliated with the Supplier and their managerial staff, representatives, subordinates or advisers, are or have been directly or indirectly (i.e. via a third party) involved in consultations or agreements with other prospective companies concerning pricing and/or offering or giving money or material benefits that have a monetary value to one or more civil servants or other persons who are directly or indirectly involved in or who are able to exercise any influence on the formation or performance of the Agreement in a manner that could be contrary to the provisions of the Competitive Trading Act and/or Articles 101 and 102 of the TFEU or national and international legislation concerning corruption.

17.2. In addition, the Supplier declares and warrants that neither it nor one or more of its managers, subordinates and/or non-subordinates has directly or indirectly (i.e. via a third party) promised, offered or provided any benefit at all with a view to the formation or performance of any Agreement or will promise, offer or provide such to managers, representatives, subordinates and/or non-subordinates of Plukon.

17.3. The Supplier will also observe all other national and international laws and regulations that apply to it and its Goods and Services, particularly those with regard to employment, discrimination, the environment, safety and health. Furthermore, the Supplier will observe the latest version of the BSCI (Business Social Compliance Initiative) Code of Conduct (which can be found at: www.bsci-intl.org/resources/code-of-conduct).

17.4. The Supplier warrants that its own suppliers will also comply with the conditions of Articles 17.1 through 17.3.

17.5. Plukon only does business with companies that respect the law and comply with ethical standards and principles. In the event that Plukon obtains evidence to the contrary, Plukon will notify the Supplier and the Supplier warrants that it will cooperate and provide Plukon with all the information it needs to be able to decide whether an allegation it has received is well founded and whether the Agreement or Order should be maintained. Such information includes, but is not limited to, the accounts, records, documents or other files.

17.6. Without prejudice to its other rights, Plukon may terminate or cancel an Agreement or Order in full or in part and/or claim compensation in the event of actions by or on behalf of the Supplier that are in any way in conflict with the conditions of Articles 17.1 and/or 5, without Plukon being liable to compensate the Supplier for such termination or cancellation.

18. Order, safety, the environment and animal welfare

18.1. The Supplier, its employees and third parties engaged by it are obliged to observe the statutory safety, health and environmental regulations. Any operating instructions and regulations given by Plukon personnel in the field of safety, health, the environment and animal welfare must be observed as well. The Supplier is obliged to ask Plukon about these. A copy of these rules and regulations (if any) will be provided upon request, free of charge.

18.2. The Supplier must ensure that its products, packaging, raw materials and consumables are as environmentally friendly as possible.

18.3. In the following cases, the Supplier must inform Plukon in writing as soon as possible, though no later than before the (first) delivery:

- (a) if, in performing the Agreement, the Supplier delivers goods and/or provides Services that are known to (potentially) be dangerous to people, animals and/or the environment;

- (b) if, in performing the Agreement, the Supplier delivers goods and/or provides Services that pose the danger referred to under (a) when combined with Goods and/or Services that it knows or may reasonably be expected to know Plukon makes use of;
- (c) if, insofar as the Supplier is aware or may reasonably be expected to be aware, the use of the Goods to be delivered/Services to be provided by Plukon will result in waste materials that are subject to relevant laws or legislation;
- (d) if the Goods to be delivered are waste materials that are subject to relevant laws or legislation themselves.

In each of the above-mentioned situations, Plukon is authorised to terminate the relevant Agreement in full or in part.

19. Intellectual and industrial property rights

19.1. The Supplier may not use any of the information, the request for an offer, sketches, drawings, models, designs, specifications, details, documents and other company information that Plukon provides the Supplier with and/or has created within the framework of the (formation of the) Agreement for any purpose other than that for which Plukon has made it available to the Supplier, and it will at all times remain the property of Plukon.

19.2. In the event that the Goods delivered and Services provided or the associated documentation and materials of the Supplier are subject to intellectual property rights, Plukon will acquire the right of use of those, free of charge, by means of a non-exclusive, global, irrevocable, perpetual licence, which will include the right to grant sub-licences. This right of use will include the permission to (have third parties) exercise all the powers with regard to or in connection with the use of the Goods delivered or Services provided by or for the benefit of Plukon, regardless of the manner or form, provided that this takes place within the framework of Plukon's ordinary activities.

19.3. All intellectual property rights that arise as a result of the delivery of Goods and provision of Services by the Supplier or its personnel will become vested in Plukon.

19.4. Insofar as acts are required for the transfer of such rights, the Supplier will cooperate in the transfer of such rights at Plukon's first request, without making this subject to further conditions.

19.5. The Supplier indemnifies Plukon against third-party claims in connection with a breach of intellectual property rights and comparable claims, such as with regard to know-how or unlawful competition. The Supplier is obliged to do all that which is required to take any measures that may contribute to preventing stagnation with Plukon and limit the additional costs to be incurred or loss to be suffered by Plukon in connection with that, all this at the expense of the Supplier.

19.6. In derogation from the conditions of Article 19.2: in the event that, within the framework of the Agreement, Plukon has contributed to a research or development process, all the intellectual property rights of any nature that arise from that research or development process will come to be vested in Plukon. The conditions in Article 19.4 apply accordingly. The Supplier will inform Plukon of those things that, in the relevant research and development process, are eligible for protection pursuant to intellectual property rights immediately after these are created, and will provide Plukon with all the information and details that are required to submit an application for the registration of those intellectual property rights to the authorised body/bodies. Plukon will in any case be considered to have contributed to a research or development process if Plukon has made (technical) know-how, test facilities and/or research and development budgets available, or if Plukon gave the instruction for the development of specific Goods and/or Services in accordance with instructions and/or specifications of Plukon. Insofar as, for the above-mentioned intellectual property rights that are vested in Plukon, use was made of (intellectual property) rights of the Supplier, the Supplier will grant Plukon the right of use of those, free of charge, by means of a non-exclusive, global, irrevocable, perpetual licence, which will include the right to grant sub-licences.

19.7. The Supplier will neither directly nor indirectly prevent the use of the licences referred to in Article 19.2 and 19.6 by Plukon or parties related to Plukon, such as customers, suppliers, joint venture partners and other parties to be designated by Plukon.

20. Production tools

20.1. All items used by or on behalf of the Supplier for the benefit of the production – such as moulds, templates, stamps, prototypes, special tools and drawings ("production tools") – and which were supplied by Plukon (manufactured or purchased by the Supplier will continue to be or, immediately after their production, become the property of Plukon.

20.2. The Supplier is responsible for the storage and bears the risk of damage to and/or loss of these production tools and will see to the required maintenance thereof. When they are not being used for production, the production tools must be stored outside of the production room.

20.3. The Supplier will mark the production tools in such a manner that Plukon can exercise its ownership rights and has free access to these production tools at all times.

20.4. In the event that third parties threaten to appropriate the production tools, the Supplier will immediately inform Plukon of this.

20.5. The Supplier will not sell production tools or transfer them to another party without the express prior written permission of Plukon.

21. Personal details

21.1. Insofar as, within the framework of the performance of the Agreement, the Supplier processes personal details for Plukon, the Supplier will be considered a processor within the meaning of the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens – Wbp), and the Agreement will be an agreement as referred to in Section 14, subsection 2 of the Wbp. Without prejudice to derogating statutory obligations, the Supplier will under no circumstances be authorised to use (some or all of) the personal details made available to it for any purpose other than performance of the Agreement. The Supplier indemnifies Plukon against all third-party claims relating to unauthorised use by the Supplier or third parties as a result of non-compliance with its obligations. Any fines imposed by the Dutch Data Protection Authority in connection with the above will be at the expense of the Supplier.

21.2. In the circumstances referred to in Article 21.1, the Supplier will take appropriate technical and organisational security measures to secure the personal details against loss or any form of unlawful processing. Taking account of the state of the art and the costs of the implementation thereof, these measures will guarantee an appropriate level of security in view of the risks associated with the processing and the nature of the details to be protected. The measures will serve to – among others – prevent unnecessary collection and other processing of personal details. The Supplier will lay down the measures in writing.

21.3. The Supplier will process personal details as defined in Section 1 of the Wbp properly and with due care, in accordance with the applicable laws and regulations, as well as any applicable code of conduct of Plukon. The above applies in full to cross-border sending and/or distribution and/or provision of personal details to non-EU countries. Before the Supplier processes personal details acquired from Plukon in countries outside of the EU, it requires Plukon's explicit and written permission to do so. 21.4. The confidentiality obligations described in Article 22 below apply accordingly to the processing of personal details.

22. Confidentiality

The Supplier will at all times observe confidentiality towards third parties with regard to the formation and content of any Agreement entered into with Plukon, as well as with regard to any information that the Supplier receives from or on behalf of Plukon within the framework of (the formation of) an Agreement, except if and insofar as the Supplier is obliged to provide certain information to third parties pursuant to any national or international statutory regulation, in which case the Supplier will notify Plukon thereof as soon as possible.

23. Applicable law and competent court

23.1. The Agreement between Plukon and the Supplier is exclusively subject to Dutch law, on the understanding that the applicability of the Vienna Sales Convention (CISG) is excluded.

23.2. All disputes arising from or in connection with an Agreement concluded between the Parties will be submitted exclusively to the Overijssel District Court, Zwolle location (the Netherlands).

23.3. Notwithstanding the provisions of Article 23.2, if so desired, Plukon will at all times have the right to summon the Supplier before the court that is competent according to Dutch law or the applicable international convention, or to initiate arbitration proceedings against the Supplier in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute (NAI). In the latter case, arbitration will be performed by three arbitrators; the location of the arbitration will be Zwolle (the Netherlands) and the arbitral tribunal will render a decision on the basis of the rules of law.

24. Translations

Translations of the Conditions may be put into circulation. However, the Dutch text will at all times be leading and will prevail over any translation.

25. Amendments to the Conditions

25.1. Plukon has the right to unilaterally amend the Conditions that apply to an Agreement.

25.2. Plukon will send the amended Conditions to the Supplier in a timely manner, by e-mail or otherwise, and enable the Supplier to object, in writing or by e-mail, to the amendments within fourteen (14) days of receipt of the amended Conditions, failing which the Conditions that have been sent will be deemed to have been accepted by the Supplier.

25.3. Amendments enter into effect on the effective date announced upon dispatch of the amended Conditions. If no effective date has been communicated, amendments will become effective for the Supplier after the Supplier has been notified of the relevant amendments and the aforementioned term of fourteen (14) days has expired without the Supplier having objected to the amendments.

25.4. If the Supplier objects to the amended Conditions within the aforementioned term, Plukon will have the right to terminate all existing Agreements with the Supplier with immediate effect, without Plukon being liable to pay compensation in respect thereof.





**APPENDIX PROVISION OF SERVICES
ATTACHED TO THE GENERAL PURCHASE CONDITIONS PLUKON FOOD
GROUP**

This Appendix Provision of Services is a supplement to the Conditions and applies in conjunction with the provisions of the Conditions when the Supplier – among other things – provides Services. The capitalised terms in this Appendix Provision of Services have the meaning as described in the Conditions.

26. Services

26.1. Plukon may change the location at which the Services are to be provided, provided that it informs the Supplier of this in due time. In the event that the change would demonstrably lead to higher costs for the Supplier, these may be eligible for compensation following mutual consultation. If the opposite is the case, Plukon will be entitled to a corresponding decrease of the fee.

26.2. In the event that Plukon has entered into the Agreement with a view to having it performed by one or more specific persons, the Supplier will ensure that those persons will actually come to be and remain charged with the performance.

26.3. Unless agreed otherwise, the Supplier will be charged with the day-to-day management and supervision of the provision of the Services.

27. Replacement of personnel of the Supplier

27.1. The Supplier is authorised to replace personnel, on the understanding that the Supplier must announce this in advance and Plukon is given the opportunity to object. Plukon will not refuse its permission on unreasonable grounds and may make it subject to conditions.

27.2. In the event of replacement of personnel, the Supplier will not charge Plukon for the associated costs, unless the Supplier can demonstrate that a request for replacement was not based on reasonable grounds.

27.3. In the event of replacement of personnel, the Supplier will make personnel available that, in terms of expertise, training and experience is at least equal to the originally deployed personnel, at the same rate.

27.4. In the event that Plukon has reasonable grounds to suspect that the relevant personnel member of the Supplier may (come to) perform activities that (may) prejudice Plukon, the Supplier must – at Plukon's first request – see to adequate replacement of personnel.

28. Subcontracting

28.1. In performing the Agreement, the Supplier may only make use of the services of third parties with the prior written permission of Plukon. Plukon can make this permission subject to further conditions.

28.2. Permission from Plukon is without prejudice to the personal responsibility and liability of the Supplier for compliance with the obligations to which it is subject pursuant to the Agreement and the applicable laws.

29. Leave, courses, travelling time and time spent of the Supplier's personnel

29.1. Personnel of the Supplier will take time off in consultation with Plukon, taking account of the normal progress of the activities.

29.2. Time off taken by the personnel of the Supplier will be at the expense of the Supplier.

29.3. Only the costs of and time spent on courses for personnel of the Supplier that are taken at the specific request of Plukon will be at the expense of Plukon.

29.4. Unless expressly agreed otherwise, travelling time of, time spent by and expenses of personnel of the Supplier will be at the expense of the Supplier.

29.5. Every year Plukon may designate a number of days on which its company will be closed for reasons to be specified at such time. In such case the personnel of the Supplier will not work at the relevant locations either.

30. Indemnification, recipient's liability

30.1. The Supplier guarantees that the employees that are in any way deployed for the benefit of Plukon (through subcontracting, secondment, assignment, as a self-employed person, etc) will comply with all the statutory obligations and will – for example – have work permits, valid Declarations of Independent Contractor Status, BGL assessments (Beschikking geen loonheffingen – Assessment 'No deductions at source'), etc. Insofar as this is applicable, the Supplier also guarantees that these employees will be paid in accordance with the statutory and/or CLA conditions.

30.2. The Supplier indemnifies Plukon against any third-party claims (such as from the employees, the Tax and Customs Administration, the Employee Insurance Agency, the Inspection Service of the Ministry of Social Affairs and Employment, etc), which includes claims in connection with accidents and claims based on the alleged existence of an employment relationship.

30.3. The Supplier indemnifies Plukon against recipient's liability for the income tax and social insurance contributions and turnover tax that the Supplier or third parties engaged by it owe or should come to owe in connection with the performance of the Agreement.

30.4. Upon commencement of the activities and every subsequent calendar year after that, the Supplier will, at Plukon's first request, submit a declaration from the Tax and Customs Administration and/or the Employee Insurance Agency regarding its payment history, which will state that the tax and social insurance contributions owed in respect of the personnel in the employment of the Supplier and/or third parties engaged by it have been paid. In the event that the Supplier does not comply with this obligation, Plukon will be authorised to terminate the Agreement with immediate effect, without being liable to compensate the Supplier in respect thereof.

30.5. Plukon may pay the income tax and social insurance contributions that the Supplier must pay in connection with the performance of the Agreement: (a) directly to the Tax and Customs Administration; or (b) into the so-called G account of the Supplier. In the event that the Supplier does not have a G account, it will – insofar as this is possible – open a G account at Plukon's first request, and will take all the measures necessary to facilitate the use thereof.

These Conditions have been filed at the offices of the Trade Register of the Chamber of Commerce on 19 November 2014, under number 30255837

