

# General Terms and Conditions

## **Article I      Applicability**

- 1.1.1 The following conditions will apply in particular (i.e. not exclusively) to the supply of meat, meat products, and other related items.  
These general terms and conditions of sale will apply to all agreements entered into by Van Rooi Meat B.V. The general terms and conditions will also apply to any subsequent agreements and/or other agreements between Van Rooi Meat B.V. and the purchaser. The "purchaser" as used herein will be understood as Van Rooi Meat B.V.'s contracting party.
- 1.2.1. No failure by Van Rooi Meat B.V. to invoke any of the present general terms and conditions whatsoever will be construed as a waiver of the right to invoke any of the said general terms and conditions whatsoever at a later stage.
- 1.2.2. If the purchaser also uses any sale and purchase conditions, such conditions will be declared void and Van Rooi Meat B.V.'s terms and conditions of sale will apply.

## **Article II      Formation and Amendment of the Agreement**

- 2.1.1. Even if Van Rooi Meat B.V. has issued a quotation or order confirmation, which has been accepted by the purchaser, an agreement will not be binding on Van Rooi Meat B.V. until Van Rooi Meat B.V. has confirmed the purchaser's order in writing. The actual commencement of performance of an agreement vis-à-vis the purchaser will also constitute an order confirmation.
- 2.2 Any offers, quotations, etc. from Van Rooi Meat B.V. will at all times be entirely subject to contract.
- 2.3 Any amendment or addition to the agreement will not be binding on Van Rooi Meat B.V. until accepted and confirmed by Van Rooi Meat B.V. in writing.
- 2.4 In the event of cancellation of an agreement entered into with Van Rooi Meat B.V., Van Rooi Meat B.V. will be entitled to charge the costs incurred and/or to be incurred to the other party, subject to a minimum of 15% of the value of the agreement.
- 2.5 Van Rooi Meat B.V. reserves the right to outsource items to one of the following entities: Van Rooi Meat Products B.V., Van Rooi Meat Trade B.V., and Veehandel M.A. van Rooi B.V.

## **Article III      Prices**

- 3.1. To the extent not expressly provided for or agreed otherwise, a price stated in the offer or agreed between the parties will apply.  
Delivery will be effected carriage paid, unless expressly agreed otherwise. Any government levies, including VAT, will be charged separately in accordance with the rate applicable to the relevant delivery.

- 3.2. Any price quoted by Van Rooi Meat B.V. will be subject to increase by Van Rooi Meat B.V. by the additional costs it incurs as a result of an increase in the factors determining prices, including official market quotations of the items to be delivered or of raw materials for such items, purchase, transport and storage prices, costs of packaging, wages, taxes, and social security contributions, insurance premiums, etc., after the date of the quotation but before formation of the agreement.
- 3.3. Any costs attached for Van Rooi Meat B.V. to an obligation to take back and/or process packing material may be charged by Van Rooi Meat B.V. to the purchaser.
- 3.4. Any packing material qualifying for re-use (such as crates) will at all times remain the property of Van Rooi Meat B.V. and is to be returned by the purchaser to Van Rooi Meat B.V., failing which all costs associated with replacement of such material will be charged to the purchaser. Even if the packing material is not immediately exchanged, the purchaser undertakes to [pay] the costs of return shipment of the packing material to Van Rooi Meat B.V.'s address.

#### **Article IV      Delivery**

- 4.1. The delivery date will be the date stated in the order confirmation drawn up by Van Rooi Meat B.V. On such delivery date the risk of the items to be delivered will pass to the other party. If a call-off date has been determined, such date will be deemed to be the delivery date.
- 4.2. In the event that Van Rooi Meat B.V. requires advance payment of the price due or provision of security for payment thereof within fourteen (14) calendar days of formation of the agreement, the delivery period will not commence until after such advance payment or security has been received in full.
- 4.3. Van Rooi Meat B.V. may deliver in consignments and may also invoice such consignments separately in partial invoices. The purchaser may not suspend its payment obligations if Van Rooi Meat B.V. decides to deliver in consignments.
- 4.4. The mere failure to deliver within the agreed delivery period will not constitute default on the part of Van Rooi Meat B.V. Van Rooi Meat B.V. will be in default only if it still fails, for reasons attributable to it, to deliver within a reasonable extension of the delivery period set in writing after the agreed delivery period.
- 4.5. The purchaser may dissolve the agreement on account of attributable failure by Van Rooi Meat B.V. to deliver within the agreed term, as a result of which it is in default pursuant to the provisions of Article 4.4, only to the extent that the agreement has not yet been performed and it cannot reasonably be required to continue the part of the agreement not yet performed. In the event of force majeure the delivery obligation will be remitted without charging any costs.

- 4.6. If the purchaser fails to collect the delivery after the agreed delivery period, it will not be released from its obligation to pay for such delivery.
- 4.7. Van Rooi Meat B.V. may suspend delivery if the purchaser fails to perform its obligations vis-à-vis Van Rooi Meat B.V. for any reason and under any agreement whatsoever.

## **Article V      Payment**

- 5.1 Payment will be made by the agreed due date in accordance with the payment condition confirmed in the order confirmation and invoice drawn up and sent by Van Rooi Meat B.V.
- 5.2 The purchaser may not set off any claims it may have against Van Rooi Meat B.V. against any amounts due by it to Van Rooi Meat B.V.
- 5.3 In the event of late payment of the price due the purchaser will, by the mere failure to pay within the term set for payment, pay interest equal to the statutory interest plus two (2) per cent on the overdue part of the price from the due date until the date of payment in full. Van Rooi Meat B.V. may suspend performance of all its obligations under the agreement until payment of the amounts due has been received in full. If payment of the amounts due is not made in full within an extension of the payment period granted by Van Rooi Meat B.V., Van Rooi Meat B.V. may dissolve all or part of the agreement, all without prejudice to any of its other rights, including in particular its right to claim damages.
- 5.4 Any judicial and extrajudicial costs to be incurred by Van Rooi Meat B.V. in connection with any failure on the part of the purchaser to perform its obligations will be fully payable by the purchaser. The extrajudicial costs of collection will be computed in accordance with the former rate of the Dutch Association of Debt Collection Agencies, subject to a minimum of EUR 500.
- 5.5 Unless agreed otherwise in writing, payment by or on behalf of the purchaser will be applied in accordance with Section 6:44 of the Dutch Civil Code [BW].
- 5.6 In the event of attachment against the purchaser, or if the purchaser is granted a moratorium on payment of its debts, or is declared bankrupt, or in the event of discontinuation or transfer by the purchaser of all or part of its business, any and all amounts due by the purchaser to Van Rooi Meat B.V. will become immediately due and payable in full.

## **Article VI      Quality; Inspection; Complaints**

### *Quality*

- 6.1. The items delivered will be deemed to be in sound condition if they meet both the national and EU statutory veterinary quality requirements, prevailing at the time of formation of the agreement, and further conform to the expressly agreed

specifications, and are fit for the purpose expressly communicated by the purchaser on or before entering into the agreement.

- 6.2. The purchaser is to comply with all obligations in respect of the required labelling and provision of information.

#### *Complaints*

- 6.3. Any complaints with respect to invoices are to be reported to Van Rooi Meat B.V. in writing within 5 days of the date of the relevant invoice. Filing a complaint does not suspend the purchaser's payment obligation.

- 6.4. Any complaints about the items sold by Van Rooi Meat B.V. are to be reported in writing by fax to Van Rooi Meat B.V. as soon as possible, but in any event within the following terms:

- for non-frozen meat: within 24 hours of factual delivery;
- for frozen meat: within 5 calendar days of factual delivery;

- 6.5. Any complaints about items sold will be accepted only if accompanied by a report drawn up by a - recognized and sworn - expert. Such report is to state all the defects and shortcomings. The - preliminary - report is to be sent to Van Rooi Meat B.V. by fax or by registered letter, all - depending on the visibility of the defect - ultimately within the term set in Article 6.4.

#### *Loss of weight*

- 6.6. Any loss of weight as a result of cooling or freezing will not be deemed to be a shortcoming.
- 6.7. If the purchaser is of the opinion that there has been loss of weight as a result of causes other than cooling or freezing, it will report such loss of weight to Van Rooi Meat B.V. by fax, accompanied by an official weighing slip, issued after official and recognized weighing, within twenty-four (24) hours of actual delivery of the items.
- 6.8. If the loss of weight has not been reported to Van Rooi Meat B.V. with due observance of the provisions of Article 6.7, the complaint will not be accepted.

#### *Complaint handling*

- 6.9. Van Rooi Meat B.V. will investigate matters if complaints are filed correctly.
- 6.10. From the time of filing the complaint until completion of the investigation, the purchaser will be under an obligation to store the items complained about under perfect conditions, failing which the complaint will not be - further - accepted.
- 6.11. If Van Rooi Meat B.V. deems the complaints justified, it may, at its discretion, either grant a credit to be determined by it for the product or take back the product at its own expense.

- 6.12. The purchaser will not be entitled to any compensation if it returns any items complained about without Van Rooi Meat B.V.'s written consent.

#### **Article VII Retention of Title**

- 7.1. Title to the items delivered will not pass to the purchaser until the purchaser has fully paid all amounts due by it to Van Rooi Meat B.V. pursuant to, or in connection with, any agreement for the supply of items entered into with Van Rooi Meat B.V.
- 7.2. The purchaser will be under an obligation to store any items where title still vests in Van Rooi Meat B.V., clearly separated from other items and otherwise under proper conditions.
- 7.3. The purchaser may not dispose of any items where title still vests in Van Rooi Meat B.V., save in the normal course of its profession or business. This will not include the use of such items for the provision of security.
- 7.4. In the event of failure by the purchaser to perform all or part of any obligation pursuant to, or in connection with, any agreement for the supply of items entered into with Van Rooi Meat B.V., the latter will be entitled to take back any items where title still vests in Van Rooi Meat B.V. without any liability arising on its part to pay damages. The purchaser will thereby be under an obligation to render all required cooperation and, to that end, authorize Van Rooi Meat B.V. to access, or cause third parties to access, the rooms used by or for the purchaser. All costs involved with taking back items will be payable by the purchaser.

#### **Article VIII Passing of Risk**

- 8.1. The risk of damage to, or loss of all or part of, items to be supplied will pass to, and continue to vest in, the purchaser upon arrival of such items at the place of delivery. If Van Rooi Meat B.V. presents items for delivery to the purchaser, but the purchaser fails to take delivery of such items for reasons not attributable to Van Rooi Meat B.V., any damage to, or loss of all or part of, such items will also pass to the purchaser upon presentation for delivery.

#### **Article IX Dissolution, Force Majeure, and Discharge**

- 9.1. In the event that the purchaser fails, fails properly, or fails punctually, to perform any obligation ensuing for it from the agreement, as well as in the event of bankruptcy, moratorium on payment of debts, appointment of a liquidator, discontinuation or winding-up of the purchaser's business, Van Rooi Meat B.V. may, at its discretion, without any liability arising on its part to pay damages, and without prejudice to any of its other rights, dissolve all or part of the agreement, or suspend further performance of the agreement. Furthermore, in such event all claims that Van Rooi Meat B.V. may have against the purchaser will become immediately due and payable.

- 9.2. In the event of failure on the part of Van Rooi Meat B.V. to perform any obligation vis-à-vis the purchaser, such failure cannot be attributed to Van Rooi Meat B.V. if it is the result of any circumstances that are unusual or unforeseen for Van Rooi Meat B.V. Such circumstances will in any event include, at least to the extent that Van Rooi Meat B.V. is not at fault in that respect: war or a similar situation, riot, sabotage, fire, lightning strike, explosion, discharge of hazardous substances or gases, failure in energy supply, serious operational breakdown, sickness of staff on an unusual scale, strike, lockout, blockage, boycott, shortage of raw materials, transport obstacles, government measures, including import, export, transit, production or delivery bans, failure, or failure punctually, in the performance of a third party engaged in the performance by Van Rooi Meat B.V., including a supplier, or the occurrence of epidemic animal diseases.
- 9.3. Van Rooi Meat B.V. will notify the purchaser in the event of a situation of force majeure.
- 9.4. Without prejudice to the parties' other rights, force majeure will entitle both parties to dissolve the agreement for the non-performed part, after the situation of force majeure has continued for a period of two months, without any liability arising on the part of either party to pay damages to the other.
- 9.5. The purchaser may dissolve the agreement on account of failure on the part of Van Rooi Meat B.V. only to the extent that Van Rooi Meat B.V., even after written demand to that effect, fails to remedy the default acceptably within a term that is reasonable given all the circumstances, and the purchaser cannot reasonably be required to continue the agreement.

#### **Article X      Liability for Damage**

- 10.1 Van Rooi Meat B.V. will be liable only for damage that is the result of its wilful misconduct or gross negligence.
- 10.2 In no event will Van Rooi Meat B.V. be liable to pay damages exceeding the amount that Van Rooi Meat B.V. itself can recover from its insurers in respect of the damage for which it is held liable. If insurers fail to pay, or if the damage is not covered by the insurance, the liability will be limited to one time the net invoice value of the relevant delivery, but in any event to a maximum of EUR 5,000. If a series of damage claims are the result of the same cause or the same group of causes, the foregoing will also apply, provided that Van Rooi Meat B.V.'s total liability to the relevant purchaser will be limited to EUR 25,000, which amount will be paid out on a pro rata basis.
- 10.3 Any damage is to be reported to Van Rooi Meat B.V. in writing expeditiously, but in any event within 30 calendar days of discovery, and all cooperation is to be rendered to Van Rooi Meat B.V. in a possible investigation by Van Rooi Meat B.V. as to the nature, scope and cause of the damage, at the risk of forfeiture of the right to damages.

- 10.4 Van Rooi Meat B.V. will stipulate all statutory and contractual defences that it may invoke to avert its liability vis-à-vis the purchaser, also for subordinates, the non-subordinates for whose acts Van Rooi Meat B.V. would be liable by law, and the suppliers of Van Rooi Meat B.V.

#### **Article XI Interpretation**

- 11.1. The nullity of any provision of these conditions will not affect the validity of the other provisions of these conditions.
- 11.2. To the extent that the conditions refer to items and goods, the relevant provisions will, in terms of substance and purport, apply *mutatis mutandis* to the performance of services.

## **Article XII      Applicable Law and Competent Court**

- 12.1. The agreement, and its formation, will exclusively be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention (CISG) of 11 April 1980 is expressly excluded.
- 12.2. In the event of an agreement entailing transport of items outside the territory of the Netherlands, the "INCOTERMS 2010" as adopted by the International Chamber of Commerce in Paris, France, will apply, in that the commercial terms used by the parties will be interpreted in accordance with the "INCOTERMS 2010" to the extent reconcilable with the present conditions.
- 12.3. The competent court in Den Bosch, the Netherlands, will have exclusive jurisdiction to hear any disputes about, or in connection with, the agreement, including its formation. Van Rooi Meat B.V. will, however, be authorized to submit the dispute to another competent court in or outside the Netherlands.
- 12.4. In the event of a difference in interpretation, the Dutch text of the General Terms and Conditions of Sale will apply. The Dutch text will prevail over any translated version of the General Terms and Conditions of Sale.

## **Article XIII      Filing**

- 13.1. These general terms and conditions were filed with the Chamber of Commerce in Eindhoven, the Netherlands, on 14 September 2012.