

General Terms and Conditions of Sale and Delivery of the private company Roben Meat B.V. having its registered office at Rivium Quadrant 90 in Capelle aan den IJssel, The Netherlands

Article 1 – General

- 1.1 These General Terms and Conditions apply to all offers, agreements and legal acts between Roben Meat B.V., hereinafter referred to as the Supplier, and Customer and apply in particular for the delivery of meat, related goods and / or services.
- 1.2 The "Customer" is understood to mean any person or legal entity to whom deliveries are made or services are provided, including its representatives, agents and legal successors.
- 1.3 Any other (purchase) conditions are not binding, unless agreed in writing.

Article 2 – Agreement

- 2.1 All offers, regardless of the form, are considered to be without obligations. The Supplier is only bound by an order placed with the Supplier vis-à-vis the Customer and which is confirmed in writing by the Supplier or if the Supplier has commenced performing such order.
- 2.2 If there is no order confirmation in writing between the parties, the invoice will be considered as such.
- 2.3 If the Customer wishes a change and / or addition to an order confirmation, this must be reported in writing and will apply when the Supplier has confirmed this in writing. In this case the Supplier is entitled to adjust the previously agreed price and delivery terms.
- 2.4 The Supplier is entitled to request security from the Customer that all obligations can be fulfilled when entering into the agreement.

Article 3 – Prices

- 3.1 All prices are exclusive of VAT and other government levies.
- 3.2 Transport costs are for the account of the Customer, unless otherwise agreed in writing.
- 3.3 Prices in offers and quotations are subject to change. The customer cannot derive any rights from any errors in an offer.

Article 4 – Delivery

- 4.1 The delivery date will be determined between the Supplier and Customer. The indicated delivery date will be an approximation and not a guaranteed date.
- 4.2 The Supplier is not in default by merely exceeding the date of delivery. The Customer is not entitled to any compensation and / or termination of the agreement.
- 4.3 The Supplier is entitled to deliver the goods in instalments.
- 4.4 The Customer is obliged to take receipts of the goods delivered on the agreed date. If the Customer does not fulfil his obligations, he is in default and the Supplier may store goods at the expense of the Customer or sell the goods to a third party.
- 4.5 Transport is at the expense and risk of the Customer, unless otherwise agreed in writing.
- 4.6 The Customer does not have the right to refuse delivery in case of a lack in the goods delivered, or in part thereof.
- 4.7 Pallets and / or crates remain the property of the Supplier at all times and must be returned by the Customer to the Supplier. If the Customer defaults, the Supplier is entitled to charge all costs regarding the replacement of the relevant material to the Customer.
- 4.8 Unless otherwise agreed in writing, deliveries are made EXW at a location specified by the Supplier. For the meaning of EXW reference is made to the most recent version of the INCOTERMS.

Article 5 – Payment

- 5.1 Payment by the Customer must be received by the Supplier within 28 days of the invoice date, unless otherwise agreed in writing.
- 5.2 If the Customer does not meet the payment terms, the Supplier has the right to charge commercial interest on the outstanding amount, in accordance with Article 6:119a of the Dutch Civil Code. If the Customer does not comply with the payment obligation, the Supplier is also entitled to terminate the agreement in whole or partly, demand immediate payment of all outstanding invoices and suspend further deliveries until the entire invoice amount has been paid.
- 5.3 If the Customer does not meet the payment terms, the Supplier has the right to hand over the entire claim. All extrajudicial and judicial costs to be incurred with the collection will be at the expense of the Customer.
- 5.4 Filing a complaint, regardless of the ground, does not release the Customer from its payment obligations, nor does it change and / or destroy it.
- 5.5 The Customer is not entitled to apply a discount of any nature whatsoever without prior written consent of the Supplier.

Article 6 – Retention of title

- 6.1 All goods delivered remain the exclusive property of the Supplier until the Customer fully complied with all its obligations, regarding this agreement.
- 6.2 As long as the title to the goods has not been passed to the Customer, the Customer is not authorized to pledge goods or grant third parties any rights in the goods.
- 6.3 The Customer shall store the goods delivered with due care.
- 6.4 If the Customer fails to comply with this article or the Supplier has good reason to believe that the Customer will not fulfill its obligations, the Supplier is entitled to take back the goods delivered under retention of title.
- 6.5 Contrary to the foregoing the following applies in case a Customer is established in Germany:
Die Ware wird unter dem verlängerten und erweiterten Eigentumsvorbehalt verkauft und bleibt bis zur vollständigen Zahlung unser Eigentum. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.
- 6.6 Contrary to article 6.1 the following applies in case a Customer is established in Belgium:
The Supplier remains the title of the goods delivered until the price is paid in full. The risks of damage or disappearance are borne by the Customer. Any advance payments may be kept to compensate for possible losses on resale.

Article 7 – Complaints

- 7.1 The Customer is obliged to examine the goods delivered and the packaging immediately upon receipt for any shortages and visible damage as well as for quality and temperature. In case of sampling the Customer must also keep an additional sealed copy of every sample for the Supplier and forthwith inform the Supplier of a defect or a difference.
- 7.2 In the event of shortage or visible defects the Customer must report this in writing to the Supplier immediately after receipt of the goods. The term to be used is within 24 hours after receipt for chilled / fresh goods and for frozen goods within 48 hours after receipt and stating the reason.
- 7.3 The Supplier must be given the opportunity to examine the complaint for correctness.
- 7.4 Complaints made after 28 days after receipt of the goods, will not, under any circumstances, be accepted.
- 7.5 In case the Customer has delivered the goods to a third party or processed them in whole or in part, the Customer loses all entitlement to compensation.

Article 8 – Return of goods delivered

Goods delivered can only be returned after written approval and under conditions of the Supplier.

Article 9 – Liability

- 9.1 The liability of the Supplier is limited to the net value of the relevant delivery / invoice with a maximum to the amount the insurer would pay out in the relevant case.
- 9.2 The Supplier is under no circumstances liable for damage to third parties.

Article 10 – Force majeure

- 10.1 Force majeure exists if the Supplier cannot properly and timely fulfill its obligations as a result of (un) foreseeable circumstances that occur beyond his control, in the supply of raw materials, diseases, epidemics, strikes and problems in production and / or during transport by third parties, risk of war, fire and storm.
- 10.2 In the event of force majeure, the Supplier must notify the Customer in writing.
- 10.3 In the event of Article 10.1, the Supplier is entitled to terminate the agreement in whole or in part without paying any compensation.

Article 11 – Applicable law

- 11.1 Dutch law is exclusively applicable to any and all agreements to which these General Terms and Conditions apply.
- 11.2 Only the Court within the District in which the Supplier is established will be competent at first instance.

Article 12 – Dutch version prevails

In the event of a conflict between the translation and the Dutch version of these General Terms and Conditions, the Dutch version will always prevail.