

## **ARTICLE 1 GENERAL**

### **1.1 Glossary:**

#### **1.1.1 Conditions**

These general terms of delivery, which are applicable to all quotes, orders and/or agreements, orders placed with the Supplier for the delivery of eggs and/or related (egg) produce, feed, agricultural commodities, poultry, all of which must be interpreted in the broadest possible sense.

#### **1.1.2 Supplier**

Global Food Holding B.V. with registered office in Ospel, or a company affiliated with it, including but not limited to Global Food Group B.V. (CoC 55990347) and Global Integra B.V. (CoC 58022252)

#### **1.1.3 Customer**

Any (legal) person who has entered or wishes to enter into an agreement with the Supplier, including its representatives, agents, successors in title, legal successors in relation to buying eggs and/or related (egg) produce.

1.2 The conditions have been filed with the Limburg Chamber of Commerce and can be viewed and downloaded from the website [www.globalfoodgroup.eu](http://www.globalfoodgroup.eu).

1.3 Only these Conditions apply to all the Supplier's quotes and offers and to any agreements between the Supplier and the Customer, regardless of any (earlier) reference by the Customer to its own general terms and conditions. Any Conditions used by the Customer are non-binding to the Supplier, unless the Supplier has explicitly expressed its agreement with them in writing.

1.4 Derogating clauses can only be applicable if they have been confirmed in writing by the Supplier, and only for the agreement for which they were accepted. For the rest, these Conditions remain applicable.

1.5 If a Customer accepts an offer or places an order, the Customer is deemed to have accepted that these conditions apply.

1.6 The Dutch version of these Conditions takes precedence over any other version.

## **ARTICLE 2 OFFER AND ACCEPTANCE**

2.1 All the Supplier's quotes are entirely without obligation, also if the offer refers to a period for acceptance, unless explicitly agreed otherwise. An agreement is established after the order and/or contract of the Customer has been accepted in writing, or after a start is made on carrying out the agreement.

2.2 All price lists, brochures and other information provided with an offer, have been produced to the best of our ability, but they are non-binding unless explicitly agreed otherwise in writing.

## **ARTICLE 3 PRICES**

3.1 All prices are given net of VAT and packaging costs and are ex works or ex warehouse, unless agreed otherwise in writing.

3.2 Descriptions and prices in quotes are given subject to changes; they are only approximate, unless indicated otherwise. The Customer cannot derive any rights from errors in quotes.

3.3 The Supplier is entitled to pass on any costs that increase prices (such as increases in wages, taxes and/or levies) arisen within three (3) months from the agreement being entered into, to the Customer. Passing on costs that increase prices gives the Customer the right to terminate the agreement, if the Customer cannot be reasonably expected to carry on with the agreement, given the scope of the costs increasing the prices. If the Customer terminates the agreement on that basis, it doesn't prejudice the Supplier's right to compensation, whereas the Supplier is not obliged to pay any compensation. In the event of an effective price decrease imposed by third parties, the Supplier shall be entitled to dissolve the agreement without becoming liable for any damages as a result.

3.4 If the Customer cancels all or part of an order, the Customer is obliged to compensate the Supplier for any damage incurred by the Supplier. The damages will be calculated as 30% of the net invoice value of the annulled order, without prejudice to the Supplier's right to demand further compensation.

## **ARTICLE 4 DELIVERY, DELIVERY TERM AND RISK**

4.1 The quantities supplied shall be in conformity with the content of the agreement, except for small derogations. Small derogations in the Supplier's deliveries, for example in terms of quantities, weight and composition, are never considered as a shortfall.

4.2 Delivery times are determined by approximation and they must never be considered as definite. If the delivery term is exceeded for any reason at all, it will never give the Client any entitlement for damages, nor the right to dissolve the agreement, or to suspend or fail to comply with any obligation of the Customer towards the Supplier.

4.3 Changes made to a Customer order may result in the Supplier exceeding the previously quoted delivery term. This cannot be called to the Supplier's disadvantage.

4.4 The time of delivery is the moment when goods are delivered rather than the moment when goods are collected.

4.5 Delivery is made carriage paid to the address where the Customer performs its business activities, unless agreed otherwise. Transport costs are invoiced to the Customer.

4.6 If the Customer wishes the products to be delivered in a different manner from usual, the Supplier will invoice the Customer for the associated costs, unless agreed otherwise.

4.7 If the goods cannot be delivered or not in time due to the Customer's actions, the Supplier is entitled to store the goods - or to arrange for them to be stored - for the account and risk of the Customer, or to deliver the goods to third parties. The Customer is liable for any damage arisen as a result.

4.8 The Supplier is entitled to use the services of third parties for the delivery of orders.

4.9 If the delivery is made in part-deliveries, the Supplier is entitled to consider each individual delivery as a separate transaction.

## **ARTICLE 5 PAYMENT**

5.1 Payment will be made in euros within thirty (30) calendar days from the invoice date, unless agreed otherwise in writing. If delivery is made in parts, the Supplier is entitled to invoice each individual consignment separately. All terms of payment must be considered as strict deadlines.

5.2 In the event the terms agreed based on Article 5.1 are exceeded, the Customer will owe a monthly fine of two (2)% on top of the (outstanding part of) the invoice value from the date the payment deadline is exceeded until the date of full payment, without prejudice to all the Supplier's other rights. The Supplier is furthermore entitled to demand that the Customer settles any unpaid invoices issued to the Customer or companies associated with it and to suspend further deliveries to the Customer or companies associated with it until the entire amount invoiced is paid, or until sufficient security has been provided for it.

5.3 If the Customer remains in default of settling the amount due in full within the additional term provided, even after a written or electronic reminder, the Supplier is entitled to terminate the agreement without judicial intervention with immediate effect, without prejudice to its right to damages, and without becoming liable itself for any damages to the Customer. The Customer will owe all of the judicial and extrajudicial collection costs, with a minimum of € 250. It will only be calculated in accordance with the rate of the Netherlands Bar Association for a natural person.

5.4 Unless explicitly agreed otherwise, the Customer is not allowed to apply any discount, deduction or setoff to its payments or to suspend any payments.

5.5 All payments made by the Customer will always first be applied to settle all costs and interest payable and subsequently those invoice amounts that have been outstanding for the longest period, regardless of what the Customer assigns the payment for.

#### **ARTICLE 6 SEVERAL LIABILITY**

6.1 If the Customer consists of more than one (legal) person during any moment of the agreement's performance, each of these (legal) persons will be jointly and severally liable towards the Supplier for the obligations arising from the agreement.

#### **ARTICLE 7 GUARANTEES**

7.1 The Supplier guarantees to deliver in conformity with the applicable European Food Hygiene Regulation.

7.2 Unless explicitly agreed otherwise in writing, no other guarantees apply.

#### **ARTICLE 8 RETENTION OF TITLE**

8.1 All goods supplied and still to be supplied remain the sole property of the Supplier until all claims (including interest, costs, works) that the Supplier has or will have against the Customer, including in any case the claims referred to in Book 2 Article 92(2) of the Civil Code have been paid in full.

8.2 As long as the title for the goods has not transferred to the Customer, the Customer is not at liberty to encumber the goods with pledges or to grant third parties any other rights to them, except within the context of its normal business activities. At the Supplier's first request, the Customer is obliged to provide its cooperation with establishing a right of pledge on the claims the Customer has or will have against third parties, including based on forwarding goods to its customers. The Customer is obliged to store the goods supplied separately from other goods and to keep them clearly labelled as the Supplier's property.

8.3 The Supplier is entitled to recover goods supplied under retention of title that are still present at the Customer's site if the Customer defaults on its payment obligations, gets into payment difficulties or risks getting into those difficulties. The Customer will grant the Supplier free access at all times to its sites and/or buildings to inspect the goods and/or to exercise its rights.

8.4 The retention of title extends to all goods supplied, including semi-finished products of the goods, and in instances when goods have become mixed, on a proportional basis, both when the goods are still held by the Customer and after they have been forwarded to third parties.

#### **ARTICLE 9 PROVISION OF SECURITY**

9.1 If the Supplier has reason to suspect that the Customer will fail to meet its obligations arising from the agreement, the Customer is obliged to provide sufficient security at the Supplier's first request for full compliance with all its obligations. Without being exhaustive, one circumstance in which a Customer is also obliged to provide security, is if the Customer's company is partially or completely wound up or transferred, or in the event a prejudgment attachment or executory attachment is levied against the Customer.

#### **ARTICLE 10 COMPLAINTS**

10.1 After the products have been delivered, the Customer must check carefully whether the delivery matches its order or its contract, failing which it must inform the Supplier immediately in writing after noticing it or in any case within 24 hours from delivery for fresh eggs and within 72 hours for boiled/peeled/painted eggs and egg products, giving a meticulous description of the faults.

10.2 Complaints in relation to defects that could not be spotted within the period specified in clause 1, despite a careful inspection, must be reported to the Supplier in writing within four (4) days from when the defects are discovered.

10.3 If the Customer does not complain within the aforementioned terms, the Customer's right to complain lapses.

10.4 The Supplier is not liable or obliged to compensate damages if the Customer cannot demonstrate that it has stacked, stored and transported the goods correctly, in conformity with the standards applicable in the sector.

10.5 If it has been adequately proven that the goods are faulty, the Supplier is entitled to deliver again or to credit the invoice, at the supplier's choice.

10.6 The Supplier is never obliged to more than a repeat delivery of the goods concerned, unless the Customer can prove deliberate intent or gross negligence by the Supplier.

Goods sent by the Supplier to the Customer can only be returned to the Supplier with the Supplier's written consent and subject to conditions specified by the Supplier. The associated costs are at the Customer's account, unless they are costs associated with a return of goods with defects for which the Supplier has established and acknowledged that the Supplier is liable.

#### **ARTICLE 11 SUSPENSION, TERMINATION**

11.1 If the Customer defaults in any way on any obligation to the Supplier, as well as in the event of (an application for) a suspension of payments, bankruptcy, liquidation or cessation of (part of) the Customer's company, the Supplier is allowed to suspend the execution of the agreement without the need for a notice of default or judicial intervention, without prejudice to the other rights accruing to the Supplier and without becoming liable for damages as a result, until everything the Customer owes the Supplier has been paid or been sufficiently guaranteed; and/or also allowed to terminate part of all of the agreement with the Customer, without prejudice to the Customer's obligation to still pay for products already supplied and/or services already performed, and without prejudice to the Supplier's other rights, including the right to damages.

#### **ARTICLE 12 FORCE MAJEURE**

12.1 If the Supplier is prevented by force majeure or by any other extraordinary circumstance - including but not limited to industrial strikes, excessive absence due to sickness among staff, transport problems, an insufficient supply of resources/products, fire, government measures, operational failures or breach of contract by the Supplier's own suppliers, the failure to obtain a prescribed certificate or a certificate demanded by the Customer, or to obtain the same on time (relating to bacteriology and compulsory under the agreement), the Supplier is entitled to fulfil the agreement with some delay or to declare part or all of the agreement terminated without judicial intervention, without becoming liable for any damages.

#### **ARTICLE 13 TRANSFER OF RIGHTS**

13.1 The Customer can only transfer the rights or obligations arising from the agreement or arrange for a third party to take them over with the Supplier's prior written consent. The Supplier can attach conditions to its consent.

#### **ARTICLE 14 LIABILITY**

14.1 If the goods are unloaded by employees or ancillary staff of the Customer, the risks of unloading are carried by the Customer.

14.2 The Supplier is not liable for damage incurred by the Customer - arisen in any way whatsoever, including any direct and indirect damage, such as consequential loss or loss of profit, except for liability for loss caused by the intent or gross negligence by the Supplier and/or its employees.

14.3 If and insofar any liability would nevertheless lie with the Supplier, on whatever basis, this liability is at all times limited to the invoice value of the performance that gave rise to the loss, in the understanding that the Supplier will never be liable for a higher amount than the maximum amount for which it is insured.

14.4 The Customer is obliged to safeguard the Supplier and to indemnify it against any claims against the Supplier for damages from third parties engaged by the Customer in relation to carrying out any agreement between the Supplier and the Customer, except in the event of gross negligence of intent on the side of the Supplier.

14.5 In all cases for which the Supplier can rely on the provisions in this article, any employee(s) held liable will

equally be able to rely on the same provisions, as if the provisions in this article had been stipulated by the employee(s) concerned.

#### **ARTICLE 15 CBL CRATES**

15.1 CBL crates, pallets, dividers, trays and synthetic pallets are only made available by the Supplier to the Customer on a temporary basis. The Supplier is entitled to charge the Customer for associated costs.

15.2 In relation to the use of goods referred to in Article 15.1, the Customer is bound by the general conditions applicable, including the general conditions of Container Centralen Full Service and Container Logistics B.V. These conditions can be viewed on the Supplier's website and can be made available to the Customer by the Supplier upon request.

15.3 The Customer will receive a weekly statement from the Supplier of the goods to be exchanged by the Customer, as specified in Article 15.1. The Customer is obliged to prepare the goods specified in Article 15.1 ready to be exchanged on the dates and times and in the manner specified by the Supplier.

15.4 Any costs and/or loss incurred on the Supplier's side as a result of a failure to comply with the obligations arising from this article, or any damage to the goods referred to in Article 15.1 will be entirely for the Customer's account. The Supplier will pass on the costs and/or loss to the Customer.

#### **ARTICLE 16 PROVISIONS THAT REMAIN APPLICABLE**

16.1 After the agreement is terminated, regardless of the reason why, the provisions that are by their nature destined to remain applicable, will continue to apply. In the event individual clauses would no longer be applicable for any reason, it will not affect the remaining provisions.

#### **ARTICLE 17 PARTIALLY NULLITY**

17.1 If one or more provisions from these Conditions or from the agreement with the Customer is or becomes void, it will not affect the validity of the remaining provisions. The Customer and Supplier undertake to replace the void provision with a provision that is binding and that deviates as little as possible from the void provision in terms of purpose and tenor.

#### **ARTICLE 18 CHOICE OF LAW AND COMPETENT COURT**

18.1 The agreement is exclusively governed by the law of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) of 1980 is expressly excluded.

18.2 Any disputes that arise about or from the agreement, including disputes regarding its existence and validity, will exclusively be adjudicated by the competent Court in the jurisdiction of the Supplier's registered office, unless the parties agree on a different Court in writing.