

Version 28072020

General Terms and Conditions of Purchase of GLOBAL FOOD HOLDING B.V. (registered with the Chamber of Commerce Limburg under number 55922961), GLOBAL FOOD GROUP B.V. (Chamber of Commerce 55990347), and GLOBAL INTEGRA B.V. (Chamber of Commerce 58022252)

1. General

In these General Terms and Conditions of Purchase, the following terms are defined as stated below:

- 1.1 General Terms and Conditions of Purchase: These General Terms and Conditions of Purchase of Global Food Holding B.V., Global Food Group B.V., Global Integra B.V., and all affiliated companies.
- 1.2 Client: Global Food Holding B.V., Global Food Group B.V., Global Integra B.V. and/or affiliated companies.
- 1.3 Supplier: The party to whom the Client gives an assignment for the delivery of items and goods, as well as the party to whom the Client may give or has given an assignment of a different (service) nature.
- 1.4 Parties: The Client and Supplier jointly.
- 1.5 Agreement: The Agreement for Services concluded between the Client and Supplier, any amendment or addition thereto, as well as all legal acts in preparation and performance of that Agreement.
- 1.6 Written/in writing: written shall be understood to include electronic correspondence, such as, but not limited to, correspondence by email, text message, WhatsApp or any other electronic medium.
- 1.7 Goods: all goods, items, services and investments to be delivered that are the subject of the Agreement and the terms and conditions applicable thereto.

2. Applicability

- 2.1 These Terms and Conditions of Purchase apply to all requests, quotations, offers, agreements and assignments, as well as to any existing agreements already being performed and to which the Parties have declared these Terms and Conditions applicable, and assignments regarding the delivery of goods with respect to, among other things, the delivery of eggs and/or related (egg) products, animal feed, raw materials, poultry, advice and investments, all in the broadest sense, by the Supplier to the Client.
- 2.2 If the Parties have previously entered into an agreement subject to these Terms and Conditions, these Terms and Conditions shall be deemed to be known to the Supplier and to apply in accordance with paragraph 1.
- 2.3 Applicability of the general terms and conditions of the Supplier are expressly rejected by the Client.
- 2.4 Deviations from - or additions to - these Terms and Conditions require the explicit written consent of the Client.

3. Conclusion of an Agreement.

- 3.1 An offer sent by the Supplier to the Client shall at all times be free of charge and unconditional, despite any statements by the Supplier to the contrary.
- 3.2 An assignment shall be deemed to come about once the Client has accepted an offer and/or quotation from the Supplier in writing within the set period, unless explicitly agreed otherwise in writing.
- 3.3 An offer or quotation of the Supplier cannot be modified or withdrawn by the Supplier during the set period, unless agreed otherwise in writing with the Client.

4. Amendments.

- 4.1 The Client shall at all times be authorised to amend the volume and/or the quantity and/or quality of the goods to be delivered by the Supplier.
- 4.2 The Client shall notify the Supplier of any amendments in writing. Oral amendments must be confirmed by the Client to the Supplier in writing before the Supplier may proceed to adjust the quantity/quality to be delivered.
- 4.3 If a change required by the Client has consequences for the agreed price and/or the time of delivery, the Supplier shall be obliged to inform the Client thereof in writing in advance and as soon as possible, but no later than within 2 working days (unless otherwise agreed) after notification of the required change. If the Client does not agree to the consequences, it shall be entitled to dissolve the Agreement, without the Supplier being able to claim any compensation.
- 4.4 If the Supplier makes changes to the volume and/or quantity and/or quality of the items and/or goods to be supplied by the Supplier without the Client's prior written permission, the Client shall be entitled to dissolve the Agreement, without the Supplier being able to claim any compensation.

5. Delivery, packaging and dispatch.

- 5.1 Delivery takes place on the basis of Delivered Duty Paid (DDP, Incoterms 2020) at the agreed location in Ospel and the agreed time, unless explicitly agreed otherwise.
- 5.2 The Supplier shall ensure proper packaging of the goods to be delivered. The Supplier shall pack and/or secure the delivery in such a manner that it reaches its destination in good condition by normal transport and can be unloaded there safely and in accordance with the Client's systems. Any special packaging and/or security requirements specified by the Client shall be carefully observed by the Supplier. Packaging must comply with the relevant statutory regulations.
- 5.3 A packing list must be included with the goods to be delivered. The packing list(s) shall state the assignment number(s), as well as the item number(s), quantities, description(s), batch numbers, expiry date (best-before date), product code, and all other requirements of the Client with respect to the delivery.
- 5.4 Where implied by the nature of the goods or prescribed by applicable regulations, the goods to be delivered shall be provided with a clearly legible expiry date (best-before date).
- 5.5 Inspection, checking and/or testing of goods in accordance with the provisions of Article 9 shall imply neither delivery nor acceptance.
- 5.6 If the Client requests postponement of the delivery, the Supplier shall store, preserve, secure and insure the goods properly packed and recognisably destined for the Client.
- 5.7 Processing or destruction of (transport) packaging material shall be the Supplier's responsibility. If, at the Supplier's request or otherwise, packaging material is processed or destroyed by the Client, this shall be at the Supplier's expense and risk. Damage to packing material/packaging and/or damage to the Client caused by fire in or to packing material/packaging shall be at Supplier's expense and risk. The Client reserves the right to return packaging and packing materials to the Supplier at the Supplier's expense and risk, against crediting of the related amount invoiced by the Supplier.
- 5.8 Deliveries that do not comply with the provisions of the aforementioned paragraphs may be refused by the Client.

6. Delivery dates.

- 6.1 The agreed time of delivery is a deadline. In the event of late delivery, the Supplier shall be in default without further notice of default being required. If the Supplier fails to comply with the provisions set out above, the Client shall be entitled, without judicial intervention and without prejudice to its further rights (performance, compensation, penalty), to dissolve the Agreement in its entirety or with respect to the part not delivered on time and to have a third party perform the Agreement as a substitute transaction at the expense of the Supplier (including, but not limited to, the extra charges to be paid by the Client), without prejudice to the consequences resulting from dissolution by the Client.
- 6.2 The Supplier shall immediately notify the Client in writing of any imminent exceeding of the delivery time. Such notification shall not affect the consequences of exceeding any term pursuant to the Agreement or other provisions and applicable terms and conditions and the rights to be exercised by the Client in that respect.
- 6.3 If the Supplier exceeds an agreed delivery date or delivery period, the Client shall be entitled, without prior notice of default being required, to impose on the Supplier a penalty of 5% of the price of the delivery per week or part thereof, which penalty shall be immediately due and payable. This penalty shall not affect the Client's other rights (performance, compensation and dissolution).

7. Price and price review.

- 7.1 The agreed price is fixed and binding and may not be changed unilaterally by the Supplier.
- 7.2 Prices are exclusive of VAT and include all costs relating to the fulfilment of the Supplier's obligations.

8. Transfer of ownership.

- 8.1 Ownership of the goods to be delivered shall transfer to the Client upon delivery at the agreed location at the Client's premises in Ospel, unless agreed otherwise in writing and subject to rejection as referred to in Article 9 below. In the event of payments made prior to delivery, ownership of the goods specified in the Agreement shall transfer to the Client at the time of (down and/or partial) payment. The Supplier shall confirm this transfer of ownership at the first request of the Client by means of a deed signed by the Supplier.
- 8.2 If the Client provides the Supplier with materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software for the fulfilment of its obligations, these shall remain the property of the Client. The Supplier shall keep these separate from objects belonging to the Supplier or third parties and shall mark them as the Client's property.

9. Inspection and delivery after rejection.

- 9.1 The Client shall at all times be entitled to inspect the goods (or have them inspected) during production, processing and storage, including after delivery. Inspection, checking and/or testing by the Client or persons or bodies appointed by the Client may take place prior to, during or after delivery.
- 9.2 Upon first request, the Supplier shall give the Client or its representative access to the place of production, processing or storage.
- 9.3 The Supplier shall cooperate in the inspections, checks and tests free of charge and shall provide the necessary documentation and information at its own expense.

- 9.4 In the event of rejection of the goods delivered or to be delivered, this shall be communicated to the Supplier in writing. The Supplier shall take care of repair or replacement of the delivered goods within 2 working days, provided that the delivery period of Article 6 can be complied with. If the Supplier fails to meet this obligation within this period, the Client shall be entitled to purchase the goods from a third party or to take measures or to have measures taken by a third party at the Supplier's expense and risk. In that case the Client shall be entitled, without judicial intervention and without prejudice to its further rights (performance, compensation, penalty), to dissolve the Agreement, in whole or in part, out of court.
- 9.5 If the Supplier does not collect the rejected goods within three (3) working days, the Client shall be entitled to return the goods to the other party at the latter's expense or, at the Supplier's discretion, to have them destroyed. The costs of storage and custody incurred by the Client shall be borne by the Supplier from the moment of rejection of the goods.
- 9.6 If the goods, irrespective of the results of any inspection, checks and/or tests, appear not to comply with the provisions of Article 10 of these Terms and Conditions, the Supplier shall, at the Client's discretion, repair or replace the goods at the Client's first request, unless the Client prefers to terminate the Agreement in accordance with the provisions of Article 11.

10. Quality guarantee.

- 10.1 The Supplier guarantees that the delivered goods:
- Are of good quality;
 - Are fully in accordance with the provisions of the Agreement, the stated specifications and the reasonable expectations of the Client with respect to the properties, quality, and reliability;
 - Are suitable for the purpose for which the goods are intended by their nature or according to the assignment or order or Agreement;
 - Comply with the legal requirements applicable in the Netherlands and other (international and/or EU standards) government regulations, unless provided otherwise in the Agreement and/or unless additional quality requirements have been defined in the Agreement.
 - The Supplier also guarantees that the goods delivered are of such quality - irrespective of whether these goods are processed and/or treated after they have been delivered to a third party - that the products created after processing and/or treatment comply with the legal requirements and other (international and/or EU standards) government regulations applicable in the Netherlands, unless stipulated otherwise in the Agreement and/or unless additional quality requirements have been defined in the Agreement.
- 10.2 The Supplier also declares that all goods have been delivered, and if applicable with all accompanying documents, instructions for use and/or certificates which contribute to the realisation of the purpose and use indicated by the Client, even if these documents have not explicitly been specified. The Client shall be free to use the documentation, which includes reproduction for its own use.
- 10.3 If the Client finds that the delivered goods do not (entirely) comply with what the Supplier has guaranteed in accordance with paragraphs 1 & 2 of this article, the Supplier shall be in default without notice of default being required.

11. Dissolution of the Agreement.

- 11.1 In the cases referred to by law, as well as in the event that the Supplier fails to fulfil one or more obligations under the Agreement, or fails to do so in time or properly, or if there is serious doubt as to whether the Supplier is able to fulfil its contractual obligations in respect of the Client, the Client shall have the right, without further notice of default and without judicial intervention, to suspend fulfilment of its own obligations in whole or in

part or to dissolve the Agreement in whole or in part by giving written notification to the Supplier, without being obliged to pay any compensation and without prejudice to its further rights. The same shall apply in the event of bankruptcy, suspension of payment, complete or partial cessation of activities, liquidation, revocation of any permits, transfer of the business or seizure of (part of) the business property or business assets intended for the performance of the Agreement. The Client shall be entitled to claim all resulting damage and costs from the Supplier and to reclaim payments already made. Without prejudice to the provisions of the previous paragraph, the Client shall at all times be entitled to terminate the assignment/Agreement in whole or in part. In such a case, the Client shall not reimburse the Supplier for any costs.

11.2 Any claims the Client may have or acquire against the Supplier in such cases shall be immediately due and payable in full.

11.3 The Supplier shall unconditionally and irrevocably waive any claim of force majeure against the Client.

12. Confidentiality and prohibition of disclosure.

12.1 The Supplier guarantees that it (including its employees and agents and any third parties it has engaged) will observe secrecy of the existence, nature and content of the Agreement, as well as other business information of the Client that has come to or been brought to its knowledge in any manner whatsoever and that it will not disclose anything in this respect without the Client's written permission.

12.2 In case of violation of the provisions of the previous paragraph, the Supplier shall owe the Client an immediately due and payable penalty of € 25,000 for each violation, as well as for each day or part thereof during which the violation continues, without prejudice to any other rights of the Client.

13. Order, safety and the environment

13.1 The Supplier, its employees as well as any third parties and/or agents it has engaged shall be obliged to observe statutory health & safety and environmental regulations.

13.2 Any company rules and regulations regarding health & safety and the environment of the Client must also be complied with. A copy of these rules and regulations shall immediately be provided to the Supplier free of charge upon request.

13.3 If there are safety data sheets for a product and/or packaging, the Supplier must always supply these sheets immediately.

14. Shortcoming.

14.1 Without prejudice to the right to compensation and other rights in connection with a shortcoming, the Client shall be entitled to collect an immediately payable penalty of 5% per day from the day of the shortcoming, with a maximum of 25% of the amount to be paid by the Client in connection with the delivery.

14.2 If and in so far as the Client has paid amounts in advance, it shall be entitled to set off interest equal to the statutory interest pursuant to Book 6, article 119a of the Dutch Civil Code against amounts owed by the Client to the Supplier.

15. Invoicing and payment.

15.1 Payment of the undisputed invoice clearly stating a purchase order number, including VAT, shall be made within 30 days of receipt of the invoice, unless agreed otherwise, provided that the delivery has been approved and corresponding documentation in the Dutch language has been received. The Client shall be entitled to suspend payment if

it discovers a shortcoming and to maintain this suspension until the shortcoming has been remedied.

- 15.2 The Client shall be entitled to set off the Supplier's claim against all its claims it has on the other party, whether or not due and payable.

16. Liability.

- 16.1 The Supplier shall be liable for all direct and indirect damage suffered by the Client in connection with the obligations arising from the Agreement and all terms and conditions applicable thereto.
- 16.2 The Supplier shall be liable for all direct and indirect damage caused by employees or agents or third parties engaged by the Supplier.
- 16.3 The Supplier shall indemnify the Client against all claims by third parties for any damage in connection with the performance of the Agreement and all applicable terms and conditions.
- 16.4 The Supplier shall effect adequate insurance providing sufficient cover. The Client shall be given access to the Supplier's (liability) insurance policies upon first request.

17. Transfer of rights and obligations.

- 17.1 The Supplier shall not outsource the performance of the Agreement or parts thereof to third parties and shall not transfer its rights and obligations to third parties, in whole or in part, without the Client's prior written permission.
- 17.2 Permission of the Client as referred to above shall not release the Supplier from its obligations under the Agreement.

18. Costs.

- 18.1 Without prejudice to any other rights of the Client, all judicial costs actually incurred (including the amount owed by the Client to its lawyer), as well as the extrajudicial costs calculated in accordance with the Dutch Extrajudicial Collection Costs Compensation Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), increased by an interest rate of 1%, shall be borne by the Supplier, unless the Client makes it plausible that these must be set at a higher amount.

19. Conversion clause.

- 19.1 If any provision of these Terms and Conditions is nullified in whole or in part by the court and/or is deemed null and void, the provision shall be deemed to have been converted into a provision which, to the extent possible with retention of its content and purport, is not nullifiable/null and void.

20. Applicable law, Disputes.

- 20.1 Agreements and any other legal relationships between the Supplier and the Client shall exclusively be governed by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) concluded in Vienna on 11 April 1980, Treaty Series 1981, 184 and 1986, 61.
- 20.2 The court in the district of Limburg shall have exclusive jurisdiction with regard to any dispute between the Client and the Supplier relating to the Agreement.