

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE DUTCH ASSOCIATION OF EGG TRADERS AND EGG PROCESSORS (ANEVEI). HAVING ITS REGISTERED OFFICE IN HOUTEN, THE NETHERLANDS, AND LISTED IN THE COMMERCIAL REGISTER OF THE CHAMBER OF COMMERCE WITH NUMBER 40121698.

Filed with the Registry of the District Court Midden-Nederland on July 16th, 2018 with number 180/2018

Article 1 - General

- 1.1 In these general terms and conditions, the following definitions apply:
- **Customer:** any natural and/or legal person that entered into or wants to enter into a contract with the Supplier;
 - **Supplier:** the Anevei association member who uses these general terms and conditions;
 - **Order:** any instruction given by the Customer to the Supplier to purchase/sell Products;
 - **Contract:** any contract that is concluded between the Supplier and the Customer, any change or addition thereto, as well as all juridical acts in preparation and in performance of that contract;
 - **Parties:** the Supplier and the Customer jointly;
 - **Products:** the eggs and all egg products delivered by the Supplier, as well as the services and/or advice rendered in that regard;
 - **Written/In Writing:** written and/or electronic. Electronic correspondence is understood to include correspondence by e-mail, by text message or by WhatsApp;
 - **Terms and Conditions:** these general terms and conditions of sale of the Dutch Association of Egg Traders and Egg Processors (Anevei).
- 1.2 These Terms and Conditions apply to all offers made by the Supplier (including quotations, quotes and cost estimates), all Orders, all order confirmations given by the Customer and all Contracts.
- 1.3 These Terms and Conditions exclusively apply to all offers made by the Supplier and to all Contracts between the Supplier and the Customer, irrespective of any (previous) reference by the Customer to its own or other general terms and conditions. The Supplier expressly rejects the general terms and conditions declared applicable by the Customer, unless otherwise agreed in writing.
- 1.4 Any stipulations to the contrary will only apply if they have been confirmed by the Supplier In Writing and will only apply to the Contract for which they have been made; these Terms and Conditions will remain valid for the rest.
- 1.5 Should any provision of these Terms and Conditions appear to be legally invalid, this provision (if legally invalid) will have no effect and will be deemed not to have been included in the Terms and Conditions and will not affect the legal validity of the remaining provisions of these Terms and Conditions in any manner whatsoever, on the

understanding that the invalid provision will, in joint consultation between the Supplier and the Customer, be replaced by a provision that will approach the intention of the original provision as closely as possible.

- 1.6 The Supplier is entitled to make unilateral changes to the Terms and Conditions; such changed Terms and Conditions will apply from the notified date and after the changed terms and conditions have been sent to the Customer.
- 1.7 These Terms and Conditions have been drawn up in Dutch and have been translated into different languages. In the unlikely event of any conflict between the different versions, the Dutch text will prevail.

Article 2 - Offer and acceptance

- 2.1 All offers (including quotations, quotes and cost estimates) and other statements made by the Supplier are without any obligation, even if the offer sets a period for acceptance, unless otherwise expressly agreed in writing.
- 2.2 A Contract is deemed to have been formed when the Supplier confirms the Order In Writing by means of an order confirmation, which order confirmation will, in such a case, be considered to be a correct and complete representation of the Contract. In the absence of a Written Contract or Written order confirmation, the Parties will nevertheless be bound if the Supplier starts performing the Contract. In that case, the Supplier's invoice and/or proof of delivery will be deemed to be a correct and full representation of the Contract.
- 2.3 All price lists, brochures and other information supplied with an offer are compiled to the best of the Supplier's ability, but will not be binding, unless otherwise expressly agreed In Writing.

Article 3 - Prices

- 3.1 All prices are exclusive of VAT (insofar as applicable) and exclusive of all other national and international government levies and are in euros. The Customer will bear the exchange risk if payment is made in a foreign currency.
- 3.2 The prices offered will only apply for the quantities stated in the Order Confirmation or Contract.
- 3.3 All cost-increasing factors that may arise as a direct or indirect consequence of a circumstance that is beyond the Supplier's control (including, but not limited to, exchange rates, regulation of exchange rates, increased taxation, a considerable increase in labour and transport costs and other cost prices) may be passed on by the Supplier to the Customer.

Article 4 - Delivery, delivery time and risk

- 4.1 The quantities delivered shall be in conformity with the quantities included by the Supplier in the Order Confirmation and/or the Contract, subject to minor differences.

- 4.2 Any delivery times stated are approximate and can never be regarded as strict deadlines. If the delivery time is exceeded for whatever cause, the Customer will not be entitled to compensation, nor to dissolution of the Contract, nor to suspension/non-fulfilment of any obligation of the Customer towards the Supplier.
- 4.3 Delivery of the Products shall be DAP (Delivered at Place) at the place where the Customer conducts its business, unless otherwise agreed in writing. Delivery shall be effected as soon as the Products are ready for unloading at the destination. The Customer shall bear the risk of breakage and damage during unloading.
- 4.4 Each delivery shall be subject to the condition that the Supplier has sufficient stock. The Supplier is entitled to effect partial deliveries and to issue separate invoices for these partial deliveries.
- 4.5 If the Customer does not (or not immediately) take delivery of the Products at the time of delivery, the Customer will be in default without further notice of default. In that case, the Supplier will be entitled to store the Products at the Customer's risk and expense. The amounts due under the Contract, plus statutory commercial interest as referred to in Article 119a of Book 6 of the Dutch Civil Code and costs (by way of compensation) will remain payable by the Customer to the Supplier.

Article 5 - Force majeure

- 5.1 If, as a result of a situation of force majeure or any other exceptional circumstance - including, but not limited to job strikes, excessive sickness absence of personnel, transport problems, inadequate supply of raw materials/products, fire, government measures, operational breakdowns or breach of contract by suppliers, the failure to obtain a bacteriological, veterinary or other certificate prescribed or required by the Customer (or failure to obtain such certificate in time) - the Supplier cannot meet its obligations under the Contract (or cannot do so in full or in time), the Supplier will be entitled to perform the Contract at a later time or to dissolve the Contract in whole or in part without judicial intervention.
- 5.2 In the event of a dissolution as referred to under 5.1, the Customer will be obliged to purchase the Products that are available within the context of the Contract and to pay a pro-rata purchase price.
- 5.3 In a situation of force majeure or exceptional circumstances on the part of the Supplier, the Customer will not be entitled to dissolve the Contract and/or claim compensation.

Article 6 - Complaints

- 6.1 Immediately following delivery of the Products, the Customer must carefully inspect whether the Products are in conformity with the Contract. The Customer must check, for example, the condition, quantity and quality of the Products. A quality check expressly includes, but is not limited to, a check for compliance with the applicable food, food safety and goods standards.
- 6.2 If, during the inspection referred to in paragraph 1, the Customer discovers any visible

defects and/or conflicts with food, food safety and goods standards applicable within the European Union, the Customer must report them to the Supplier within 24 hours or on the next working day In Writing, stating reasons.

- 6.3 Any non-visible defect (not being a conflict with food, food safety and goods standards applicable within the European Union) concerning the Products delivered must be reported by the Customer to the Supplier In Writing within four calendar days after the Customer has discovered or could reasonably have discovered the shortcoming.
- 6.4 The Supplier will only handle complaints on the Products delivered if the Products delivered are still in their original, unopened packaging, except when such packaging must be opened in order to discover the defect and, furthermore, if the Products delivered have been processed, stored and/or kept in accordance with the applicable statutory guidelines and in the manner prescribed or recommended by the Supplier or the manufacturer on the packaging or otherwise.
- 6.5 If the provisions of paragraph 4 are not complied with and following the expiry of the periods referred to in paragraphs 2 and 3, the Products delivered are deemed to have been approved by the Customer. After this period, any complaints will no longer be handled and the Customer will have forfeited its right of complaint.
- 6.6 If a complaint is reported in accordance with the provisions of this article and the Supplier considers such complaint to be well-founded, the Supplier will be entitled to redeliver or to credit the invoice, at the discretion of the Supplier.

Article 7 - Guarantee

- 7.1 The Supplier guarantees, at the time of delivery, the soundness and quality of the Products delivered in accordance with the standards set by the competent authorities and only in accordance with regulations applicable in the Netherlands at the time of delivery.
- 7.2 If the Products delivered do not meet the quality standards referred to in Article 7.1, the Customer will only be entitled to a replacement delivery or crediting of the invoices concerning the rejected Products, at the discretion of the Supplier.
- 7.3 The guarantee described in this article only applies if and insofar as the Customer has met its reporting and other obligations as referred to in article 6.

Article 8 - Liability

- 8.1 Without prejudice to the guarantee provisions as described in Article 7, the Supplier expressly excludes any liability towards the Customer for all indirect damage or loss, such as consequential damage or loss and/or loss of profits, except for liability for damage or loss caused by wilful misconduct or gross negligence on the part of the Supplier and/or its employees.
- 8.2 If and insofar as the Supplier is in any way liable, for whatever reason, this liability will always be limited to the invoice value of the performance that gave rise to the damage or loss, on the understanding that the Supplier will never be liable for an amount that exceeds the amount

that is paid under the Supplier's liability insurance policy with respect to the relevant liability.

- 8.3 The Customer indemnifies the Supplier against any and all third-party claims arising from damage or loss suffered or costs incurred as a result of or in connection with the Products.

Article 9 - Payment

- 9.1 Payment must be made within thirty calendar days after the invoice date, by transfer to a bank or giro account number specified or to be specified by the Supplier. The expiry date of a payment period is to be regarded as a strict deadline, unless otherwise agreed in writing. The Customer is never authorised to deduct any amount from the invoice amount, to suspend its payment obligation or to set off or balance the invoice amount against any counterclaim the Customer may have against the Supplier.
- 9.2 The payments made by the Customer serve to first settle any outstanding interest and costs and then to settle the invoices which have been outstanding for the longest time, even if the Customer states that the payment relates to a later invoice.
- 9.3 If the Customer fails to comply with the payment agreements, the Supplier will be entitled to suspend its obligations, including its obligations under the guarantee.
- 9.4 At all times, even during the performance of the Contract, the Supplier will be entitled to demand an advance payment or any form of security from the Customer for the fulfilment of its obligations, including (but not limited to) security in the form of rights of pledge and bank guarantees. If the Customer fails to comply with this demand from the Supplier, the provisions of Article 10.1 will equally apply.
- 9.5 If the Customer fails to make payment (or fails to make payment in full or in time), the Customer will, without any further notice of default, owe statutory commercial interest (as referred to in Article 119a of Book 6 of the Dutch Civil Code) on the outstanding invoice amount, from the due date of the relevant invoice to the date of payment in full.
- 9.6 Furthermore, the Customer will bear all costs related to the collection of the overdue amount, including extrajudicial costs, to be calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree, as well as the total judicial costs, even if any order for costs is lower than the costs actually incurred.
- 9.7 Notwithstanding actual delivery, title to the Products will only pass to the Customer after the Customer has paid all amounts it owes or will owe the Supplier under any Contract in full. If and as long as the Supplier is the owner of the Products, the Customer will not be entitled to sell or otherwise transfer title to the Products, rent out, make available, pledge or otherwise encumber the Products outside the normal course of its business. The Customer will store the Products separately from other products, while maintaining any markings applied by the Supplier. The Supplier is entitled to unrestricted access to the Products that are its property. The Customer will give its full cooperation to the Supplier in order to allow the Supplier to exercise the above-mentioned retention of title by taking back the Products. *

* For Belgian customers, paragraph 9.7 reads as follows:

- 9.7 Express avoidance clause/retention of title in Belgium

Flanders:

If no payment is made by the due date, the sale will be terminated by operation of law, without any notice of default being required, provided that the Supplier sends a simple written notification, which may also be sent by e-mail.

The goods will remain the property of the Supplier, by way of actual security, until the price has been paid in full. The Customer undertakes not to resell or dispose of the goods before the price has been paid in full.

All risks shall be borne by the Customer. Advance payments may be retained for the purpose of covering the loss suffered by the Supplier.

Wallonia:

En cas de non-paiement à l'échéance la vente sera résolue de plein droit, sans mise en demeure, moyennant une simple notification par écrit, y compris par courriel, envoyée par le vendeur. Le vendeur se réserve la propriété des marchandises, ceci à titre de sûreté réelle, jusqu'au complet paiement. L'acheteur s'engage à ne pas revendre ni de se dessaisir des marchandises avant le paiement de la totalité du prix. Les risques sont à charge de l'acheteur. Les acomptes pourront être conservés pour couvrir les pertes subies par le vendeur.

* For German customers, paragraph 9.7 reads as follows:

- 9.7 Zur Sicherung der Kaufpreisforderung des Verkäufers gegen den Käufer behält sich der Verkäufer bis zur vollständigen Kaufpreiszahlung das Eigentum an den gelieferten Waren vor. Der Käufer ist dazu verpflichtet, die Vorbehaltsware pfleglich zu behandeln und auf eigene Kosten gegen Feuer, Wasser und Diebstahl in Höhe des Neuwerts der Kaufsache zu versichern. Wird die Vorbehaltsware durch Dritte gepfändet, ist der Käufer dazu verpflichtet, auf das Eigentum des Verkäufers hinzuweisen und den Verkäufer unverzüglich schriftlich von der Pfändung in Kenntnis zu setzen.

Der Käufer ist dazu berechtigt, die Vorbehaltsware im ordnungsgemäßen Geschäftsverkehr weiter zu veräußern.

Das Eigentum des Lieferanten erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss eigenen Eigentumserwerbs für den Lieferanten her und verwahrt sie für den Lieferanten. Hieraus erwachsen dem Käufer keine Ansprüche gegen den Lieferanten.

Bei einer Verarbeitung der Vorbehaltsware des Lieferanten mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt der Lieferant zusammen mit diesen anderen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Käufers – Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt:

- a) Der Miteigentumsanteil des Lieferanten entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
- b) Verbleibt ein von Eigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich der Miteigentumsanteil des Lieferanten um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht dem Lieferanten an ihm nur

ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Käufer tritt bereits jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus gegenwärtigen und künftigen Warenlieferungen des Lieferanten mit sämtlichen Nebenrechten im Umfang des Eigentumsanteils des Lieferanten zur Sicherung an den Lieferanten ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des Lieferanten für die mitverarbeitete Vorbehaltsware schon jetzt an den Lieferanten abgetreten.

Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit dem Lieferanten ordnungsgemäss nachkommt, darf er über die in Eigentum des Lieferanten stehende Ware im ordentlichen Geschäftsgang verfügen und widerruflich die an den Lieferanten abgetretenden Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers ist der Lieferant berechtigt, dies zu widerrufen und die abgetretenden Forderungen selbst einzuziehen und die Vorbehaltsware herauszuverlangen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn dies vom Lieferant ausdrücklich schriftlich erklärt wird.

Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

Es gilt deutsches recht

Article 10 - Suspension and dissolution

- 10.1 The Supplier may, in addition to the other rights that are vested in it, dissolve the Contract with the Customer immediately, In Writing and at all times, without any further notice of default and judicial intervention and without being liable to pay compensation to the Customer, or may suspend its obligations:
- a.) if the Customer fails to meet any obligation towards the Supplier (which includes any obligations under the law, the Contract or these Terms and Conditions) or if it may reasonably be expected that the Customer will fail to meet such obligation towards the Supplier;
 - b.) if the Customer is declared bankrupt, a petition for bankruptcy is filed against the Customer, the Customer is allowed to participate in the statutory debt restructuring scheme for natural persons and/or the Customer itself applies for bankruptcy, suspension of payment or participation in the statutory debt restructuring scheme for natural persons;
 - c.) if the Customer discontinues or transfers all or part of its business activities or changes the objectives of its business;
 - d.) if attachment is levied against the Customer and this attachment is not lifted within 30 calendar days of the date of attachment.

Article 11 - Governing law and disputes

- 11.1 These Terms and Conditions, all Orders, Contracts and the resulting legal relationship between the Supplier and the Customer are exclusively

governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

- 11.2 Any and all disputes which may arise in connection with the Order, the Contract or these Terms and Conditions must be submitted to the competent (Dutch) court of the district in which the Supplier is resident/established, on the understanding that the Supplier is entitled to bring actions against the Customer before other judicial bodies that have jurisdiction to entertain such actions.

Without the prior written permission of Anevei, non-members are not entitled to declare all or part of these general terms and conditions applicable, to (otherwise) use them or to reproduce and/or publish them, in any manner whatsoever.
