

**GENERAL CONDITIONS**  
**of Vitelco B.V., established in 's-Hertogenbosch**  
**(registered under CoC no. 16016191)**

**Article 1. Applicability general conditions**

1. These general conditions are applicable to all offers of Vitelco B.V., with registered seat in 's-Hertogenbosch (in the following referred to as: "Vitelco") and the adoption and the content of, and compliance with all agreements concluded between Vitelco and their contracting party (in the following referred to as: "the counterparty") in the context of the activities referred to in the following. Vitelco operates a calves slaughterhouse and is furthermore active in the field of the trade (sale) of veal and goat kid meat, both nationally and internationally, such in the widest sense of the term, in the following also referred to as "the activities" and "the meat".
2. The counterparty that has in the past already entered into agreements with Vitelco is deemed to tacitly agree with the applicability of these conditions to later agreements between them and Vitelco.
3. By "the counterparty" is intended in these conditions: every (legal) person who has concluded an agreement with Vitelco with regard to the activities, or respectively wishes to conclude such, and besides them, their agent(s), authorised representative(s), successor(s) in title, and heirs.
4. The own general conditions applied by the counterparty remain effective to the extent not in conflict with the underlying general conditions. In the event of conflict between both sets of conditions, the general conditions of Vitelco will take precedence at all times, even if prevalence was stipulated otherwise. General (purchasing) conditions of the counterparty are only applicable if it is expressly established in writing that they are applicable to the agreement between parties to the exclusion of the present general conditions.
5. If the court of law has established that one or more provisions from these conditions is/are unreasonably encumbering, the relevant provision will have to be interpreted in light of the remaining provisions of these general conditions and in such a manner that the provision can with all reason be invoked by Vitelco vis-à-vis the counterparty. The circumstance that the court of law has established that one or more provisions from this agreement are unreasonably encumbering leaves unaffected the effect of the remaining provisions.
6. These general conditions are listed on the website of Vitelco.

**Article 2. Offer and acceptance**

1. All offers made by Vitelco with regard to their activities, in any form whatsoever, are non-committal, and can be revoked, withdrawn, or modified by them within seven (7) business days after notification by Vitelco of the acceptance of their offer, unless expressly stated otherwise.
2. An offer of Vitelco is valid during 15 days after the day of signing thereof by Vitelco, unless a different term of validity was indicated in the offer or the duration of validity for the expiry thereof has been extended by Vitelco in writing.
3. If an offer is made by Vitelco, an agreement is adopted between them and the counterparty through the acceptance by the counterparty of the offer of Vitelco or through the implementation of the activities (agreement) for the benefit of the counterparty by Vitelco. Exclusively the offer of Vitelco or their invoice for the implementation of the activities (agreement) respectively is deemed to correctly represent the content of the agreement.
4. If no offer is made by Vitelco, an agreement is only adopted between parties through the written acceptance or implementation of the activities (agreement) for the benefit of the counterparty by Vitelco. Exclusively the written acceptance of the activities (agreement) by Vitelco or their invoice respectively for the implementation of the agreement is deemed to correctly represent the content of the agreement.
5. Errors featured in an offer do not bind Vitelco.
6. The sending of offers and/or (other) documentation by the other party never obliges Vitelco to accept an agreement unless explicitly confirmed by Vitelco in writing.
7. Modifications and/or additions to an agreement concluded between parties are only valid after those modifications and/or additions have been accepted by Vitelco and the counterparty unambiguously in writing.

**Article 3. (implementation) Agreement**

1. Vitelco carries out the activities to the best of their abilities and makes sure that these activities are compliant with the customary quality requirements as well the requirements of safety and hygiene. Vitelco operates its slaughterhouse on the basis of the legal requirements. Vitelco is certified and the current certificates are published on its website.
2. Vitelco has the right, if they deem such desirable or necessary for the proper implementation of their activities and, if necessary, following consultation with the counterparty, to deploy third parties for the implementation of the activities.

3. The activities are carried out in mutual consultation between Vitelco and the counterparty, the manner, however, in which these are implemented and the manner in which the calves and/or goat kids are butchered is determined by Vitelco, with due regard for what is established in section 1 of this article, all matters unless such is in conflict with reason and fairness or it was established otherwise.
4. In case of a defect in the activities, Vitelco has the right to restore such within a reasonable term, without becoming liable for damages on such account and/or without the counterparty having the right to terminate the activities and/or to cancel the agreement or to (let) rescind them, all matters with due regard for reason and fairness.
5. If the counterparty wishes that Vitelco carries out additional activities and/or delivers additional meat in the context of the activities, it is bound to communicate this in writing to Vitelco. Vitelco has the right at all times to refuse these additional activities/deliveries. They will try to carry out these additional activities/deliveries, on condition that this request is reasonable and Vitelco has the possibility, such at their own discretion, to conduct these additional activities/deliveries and the counterparty has committed itself towards them in writing to pay the additional costs thereof to them.
6. Vitelco has the right in case of special circumstances, such as a calves and/or goat disease, veterinary limitations and of a shortage of calves and/or goat kids, to carry out the activities in stages and at a later time than was established, such to the extent the agreement between parties permits such and with due regard for reason and fairness.
7. Vitelco makes use of the services of a credit insurer. If this credit insurer sets specific requirements with regard to the activities to be carried out by Vitelco for their counterparty/parties, these will be imposed by Vitelco on the counterparty, unless such violates reason and fairness.
8. All costs that are the result of circumstances that Vitelco did not reasonably have to take into consideration upon the adoption of the agreement are borne by the counterparty.
9. In the context of the implementation of the activities, the counterparty guarantees the correctness, completeness, and reliability of the data and information provided by or on behalf of it to Vitelco.

#### **Article 4. Delivery and transport**

1. The delivery (and the transport) of the meat by Vitelco to the counterparty is done by Vitelco itself or by others.
2. The transport of the meat in the Netherlands takes place at the address of the counterparty, unless parties have expressly established otherwise in writing. The meat must be considered as delivered if it has arrived on the premises of the counterparty. The meat is at the expense and risk of the counterparty from such time. If the products are picked up by the counterparty itself, they are considered as having been delivered when leaving the premises of Vitelco.
3. In case of cross-border deliveries of the meat, the Incoterms 2020 are applicable.
4. Vitelco may, both for what is established in section 1 and in section 2 of this article, continue to consider the address submitted by the counterparty as such until the counterparty has communicated a new address to them in writing. The counterparty is obligated to receive the cattle and/or the other matters at that address and at the time indicated by Vitelco.
5. The counterparty takes care of the customs and other formalities (permits) in the country of delivery.

#### **Article 5. Delivery terms**

1. The delivery terms submitted by Vitelco to the counterparty were established to the best of their knowledge based on the information known to them upon adoption of the agreement and will be observed by Vitelco as much as possible. Vitelco does not fall into default through the mere overrunning of a term and the counterparty cannot derive the right from the mere overrunning of a term submitted by Vitelco to terminate the activities completely or partially or to completely or partially rescind the relevant agreement.
2. In case the counterparty does not timely, or incorrectly, insufficiently, or inappropriately provide or fulfil the information and/or obligations required for Vitelco in the context of the activities, this may affect the established date, start and/or duration of the (implementation of the) activities, which will be at the expense and risk of the counterparty. The additional costs caused as a result must be compensated by the counterparty to Vitelco. The counterparty is obligated to inform Vitelco of all events and circumstances that may be of importance for the proper implementation of the activities. This also applies for events and circumstances that become known only after the adoption of the agreement.

#### **Article 6. Price and price increase**

1. The prices for the activities applied by Vitelco are exclusive of VAT, other government-imposed levies, and other funds owed to third parties, unless indicated otherwise in writing. If the amount of the VAT rates is altered by the authorities, the new changed rates apply.
2. The counterparty is obligated to provide Vitelco with a VAT number.

3. If during the time situated between the date of the quotation or offer and that of the implementation of the activities, the prices of cost undergo an increase, such as, though not limited to, as a result of government measures, import duties, etc. or, in the event instalments apply, the prices of cost undergo increases during those instalments, Vitelco has the right to correspondingly increase the price to be billed to the counterparty.
4. If clear calculation errors are made by Vitelco in the price and/or price increase, these can be corrected by them at all times.
5. All prices listed by Vitelco are listed in euros, unless established otherwise in writing.

#### **Article 7. Payment**

1. The counterparty must pay the invoice/invoices sent by Vitelco in the context of the activities to the counterparty within the payment term stated on the invoice to Vitelco, to the bank account indicated on the invoice, without any discounts and/or setoffs, unless established between parties otherwise in writing.
2. If the invoice is not paid in full by the counterparty after expiry of the payment term, they fall into default and they owe, from such time, the statutory commercial interest over the unpaid amount, increased by 2 percentage points. After having been properly declared in default to such effect by Vitelco and in case payment fails to occur, the counterparty will in such case also owe the extrajudicial costs and legal costs to Vitelco, which extrajudicial costs are fixed at 15% of the principal sum.
3. Vitelco has the right to let serve payments from the counterparty first to settle the interest owed and any possible claims on the counterparty flowing from shortcomings of the counterparty in implementing the activities flowing from the agreement (undertakings).
4. The records of Vitelco provide, barring proof to the contrary, full proof of what is owed to them by the counterparty on any account whatsoever.

#### **Article 8. Cancellation and modification**

1. Vitelco reserves itself the right to apply minor modifications to the activities (as stated in the quotation) without becoming liable for damage and/or without the counterparty having the right to cancel the activities or to (let) rescind the relevant agreement as a result. Such will be the case, for example, if the delivery is no longer possible temporarily from a veterinary perspective and/or specific safety- and/or environmental regulations and/or other legal regulations (temporarily) cannot be observed.
2. The counterparty exclusively has the right to cancel the activities and/or to rescind the relevant agreement if such was established in writing or if the counterparty derives such from the effective regulations. If the counterparty cancels the activities (with legal validity) or rescinds the relevant agreement, the counterparty is obligated to simultaneously terminate exercise of the rights granted on account of the agreement and to compensate Vitelco for the costs incurred by them in connection with the offer and the adoption and the implementation of the activities.
3. If a modification or addition to the activities leads to additional activities by Vitelco, these will always be billed to the counterparty in accordance with the rates effective at such time. If a modification or addition to the activities leads to fewer activities, this may lead to a reduction of the established price, though Vitelco reserves itself the right to bill the counterparty for the costs already incurred by them as well as for their loss of profit.
4. The counterparty accepts that, if parties establish that the activities are expanded or altered, the time of completion thereof may be affected as a result. Vitelco will inform the counterparty concerning as soon as possible.
5. If the counterparty requests from Vitelco the application of modifications and/or additions to the activities, Vitelco will grant such if it lies within their possibilities. Vitelco can never be obliged to grant such requests. They will carry out these activities, if possible. A modification must be communicated by the counterparty to Vitelco in writing.
6. If the counterparty, after an agreement has been adopted, wishes to cancel the activities flowing therefrom, 10% of the established price (exclusive of VAT) is billed as cancellation costs, without prejudice to the right of Vitelco to claim the exceeding damage from the counterparty, also including the loss of profit.

#### **Article 9. Termination**

1. Without prejudice to what is established in the other articles of these conditions, the counterparty is considered to be legally in default if it does not, does not properly, or does not timely comply with any obligations that may flow for it from the activities (and the relevant agreement), as well as in the case of bankruptcy, (application for) suspension of payments, liquidation of its enterprise or in the event an attachment is or has been levied on the whole or a part of the assets of the counterparty and such attachment will not be lifted within the foreseeable future. The counterparty is obliged to immediately inform Vitelco of the entry into effect of the events intended in this article. Vitelco has the right in such case, without any default notice and without judicial intervention, to suspend the implementation of the activities or to completely or partially rescind the relevant agreement, such at the option of Vitelco, without being bound to pay any damages, though without prejudice to their right to compensation of the

damage that is the result of the attributable shortcoming and the suspension or rescission. In these cases, any claim that Vitelco has at the charge of the counterparty becomes instantly and immediately exigible.

2. What is established in the previous section with regard to the right of Vitelco to rescind the agreement is not applicable if the shortcoming, in view of its special nature or minor importance, does not justify this rescission with its consequences.
3. Vitelco never owes the counterparty any compensation of damages on account of the termination of the activities and the suspension of the activities flowing from the relevant agreement (undertakings) on grounds of the events intended in the previous section, without prejudice to their right to compensation for the damage which is the result thereof.
4. If the agreement has been rescinded, the performances already received by the counterparty for the implementation of the agreement and the associated payment obligations of the counterparty are not subject to an unwinding obligation, unless Vitelco is in default with regard to those performances. In connection with the performances conducted or the monetary sums invoiced before or upon the rescission of the agreement by Vitelco, the counterparty is bound to settle immediately after rescission.

#### **Article 10. Retention of title**

1. The meat delivered by Vitelco remains their property until the counterparty has fulfilled all its obligations from the (purchase) agreements concluded with them, also including:
  - the performance(s) in compensation regarding the activities, also including full payment of the established price;
  - the performance(s) in compensation regarding such services as may have been or may have to be provided by Vitelco pursuant to the purchase agreements;
  - any possible claims on account of non-compliance by the counterparty with these agreements.
2. The meat delivered by Vitelco which pursuant to the previous section fall under the retention of title may only be resold within the framework of normal business operations. In case of bankruptcy or (application for) suspension of payments of the counterparty, resale is not permitted either within the framework of normal business operations.
3. If the counterparty does not fulfil its obligations or there is a legitimate fear that it will not do so, then Vitelco has the right to (let) recover the delivered meat subject to the retention of title mentioned in the previous section, from the counterparty or third parties that are keeping the meat for the counterparty. The counterparty grants permission for this beforehand and is obligated to render all assistance for this, on pain of a fine of 15% of the amount owed to Vitelco on account of the agreement, without prejudice to the right of Vitelco to claim the entire damage from the counterparty.
4. The counterparty must keep the meat delivered under retention of title marked as the property of Vitelco, by, for example, not removing the packaging and/or the certificates or other written characteristics regarding the meat and keep it in a correct and diligent manner, clearly separated from other goods.
5. If third parties wish to establish or enforce any right on the meat delivered under retention of title or any other event occurs or threatens to occur that may damage the delivered meat, the counterparty is obligated to accordingly inform Vitelco as soon as may reasonably be expected.
6. If a third party proceeds with the payment of the amount owed by the counterparty to Vitelco, Vitelco keeps its retention of title until the payment is irrevocable.
7. As long as the property of the meat has not passed to the counterparty, it is not permitted to pawn the meat or to encumber it otherwise or to cede it in use.
8. The counterparty is obligated to insure the meat for the duration of the reserved property against all calamities, including theft and illnesses and to present such for perusal to Vitelco upon first request.

#### **Article 11. Retention of title in Germany**

(Eigentumsvorbehalten in Deutschland)

1. In derogation to what is established in article 10 of these general conditions, with regard to the meat delivered by Vitelco to counterparties established in Germany, the following applies. (In Abweichung vom im vorgehenden Artikel Festgelegte, gilt bezüglich der vom Vitelco an in Deutschland etablierte Abnehmer gelieferten Sachen folgendes:)
2. Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die Vitelco aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen.
3. Das Eigentum des Lieferanten streckt sich auch auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Vitelco her und verwahrt sie für ihn. Hieraus erwachsen ihm keine Ansprüche gegen Vitelco.

4. Bei einer Verarbeitung der Vorbehaltsware des Vitelco mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt Vitelco zusammen mit diesen anderen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt:
  - a. Das Miteigentumsanteil des Vitelco entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des Vitelco zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
  - b. Verbleibt ein von Miteigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Abnehmer erstreckt haben, so erholt sich der Miteigentumsanteil des Vitelco um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht Vitelco 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 Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen des Vitelco mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung am Vitelco ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des Vitelco für die mitverarbeitete Vorbehaltsware schon jetzt am Lieferanten abgetreten.
  - c. Solange der Abnehmer seine Verpflichtungen aus der Geschäftsverbindung mit Vitelco ordnungsgemäß nachkommt, darf er über die in Eigentum des Vitelco stehende Ware im ordentlichen Geschäftsgang verfügen und die an abgetretene Forderungen des Vitelco selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist Vitelco berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen; jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn Vitelco dies ausdrücklich schriftlich erklärt.

Übersteigt der Wert der eingeräumten Sicherheiten die Forderungen des Vitelco um mehr als 10%, so wird Vitelco auf Verlangen des Abnehmers insoweit Sicherheiten nach seiner Wahl freigeben.
5. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

#### **Article 12. Late acceptance**

1. If the counterparty does not accept the meat before expiry of the established delivery term and/or the counterparty refuses to purchase the meat, Vitelco has the right to hand over the meat for safekeeping at the expense of the counterparty or to otherwise keep it for the counterparty. Vitelco will notify the counterparty of this safekeeping in writing.
2. All costs incurred and to be incurred by Vitelco in the context of the safekeeping of the meat are borne by the counterparty.
3. The preceding leaves unaffected that the counterparty remains obliged to pay the full purchase price to Vitelco.

#### **Article 13. Complaints and complaint terms**

1. Also in view of the nature of the activities, that is, the delivery of meat (perishable goods), the counterparty is obligated to (let) investigate the meat delivered by Vitelco immediately upon their delivery or otherwise as soon as possible afterwards, though no later than within 24 hours after delivery, and, if necessary to (let) inspect such, as well as to verify thereby whether the meat corresponds with the agreement. The counterparty must thereby verify whether the meat visually does not have a deviating colour and/or other non-usual characteristics, whether it is compliant with the correct quantities, with the quality requirements and if it corresponds otherwise with what was established between parties.
2. If Vitelco decides to (let) carry out an own investigation in connection with defects contended by the counterparty with regard to activities conducted by Vitelco, the counterparty is bound to render its full assistance for this.
3. If a complaint about a defect in the opinion of Vitelco is legitimate, they will, if it regards slaughterhouse activities, carry such out again without the counterparty owing any amount to Vitelco, and where it regards the delivery of meat, at their option either take back the meat without the counterparty owing anything to Vitelco or deliver the same type of meat to the counterparty again. Vitelco is not bound to pay damages in such situations. The counterparty does not have the right to reject the proposal of Vitelco for the slaughter again or for the delivery of the same type of meat, unless such cannot reasonably be demanded from the counterparty.
4. Complaints regarding alleged defects must at all times be submitted in writing within five (5) business days following invoice date, precisely stating the defects.
5. Complaints regarding the invoice amount must be submitted within fourteen days after invoice date to Vitelco by way of registered mail, precisely stating the grounds for the complaint.
6. If the counterparty does not comply with what is established in this article, this leads to the lapsing of all claims of the counterparty on Vitelco in the matter.

#### **Article 14. Liability**

1. The liability of Vitelco is limited at all times, if this liability is covered by their liability insurance, to the amount of the disbursement made by the insurer. If the insurer in any case does not proceed to disburse or the demonstrable damage is not covered by the insurer, the liability of Vitelco is limited to the net invoice value of the (established) activities, to the extent that damage was effectively incurred by the counterparty and paid by it.
2. Vitelco is never bound to compensate indirect damage, also including consequential damage, business damage, and damage due to the loss of time, loss of data and/or the missing out on a financial advantage.
3. A liability of Vitelco can exclusively arise after the counterparty has properly declared their default in writing immediately after the end of the activities or immediately upon identifying the shortcoming and has granted Vitelco a reasonable term to eliminate the shortcoming.
4. The counterparty safeguards Vitelco against all third-party claims in the matter of damage arisen upon or as a result of the implementation of the activities, towards whom Vitelco cannot appeal to these general conditions. The counterparty is only bound by this safeguard to the extent Vitelco is able to appeal to exclusion or reduction of liability vis-à-vis the counterparty as well.
5. The limitations of liability included in these general conditions do not apply if the damage can be blamed on wilful intent or gross fault of Vitelco or of their managing subordinates.

#### **Article 15. Force majeure**

1. If Vitelco as a result of force majeure is temporarily unable to carry out their activities as established, they are authorised to suspend the implementation of the agreement completely or partially for as long as the force majeure continues. If Vitelco due to force majeure is permanently unable to carry out the activities, they have the right to terminate these activities in writing with immediate effect completely or partially and to cancel and/or rescind the relevant agreement.
2. By force majeure is intended, among other things, a shortcoming of suppliers of Vitelco and/or of third parties to which they have outsourced activities and/or other auxiliary persons, stagnation in the production and delivery by suppliers, that Vitelco requires for the implementation of their activities, calves' and/or goats' diseases and/or the fear thereof with the result that the transport of the meat is not permitted by the authorities or otherwise, disruptions in traffic (such as road blocks), lack of raw material, production malfunctions, delays in transports, work interruptions and/or strikes, excessive illness absenteeism of employees and/or other auxiliary persons, other government measures than those mentioned in the preceding, war conditions, a pandemic, fire, and extreme weather conditions.
3. If Vitelco upon entry into effect of the force majeure has already fulfilled their obligations partially, or are only able to partially fulfil their obligations, they have the right to separately invoice the meat already delivered and/or the deliverable part, and the counterparty is obligated to settle this invoice as if it regarded a separate contract.

#### **Article 16. Dispute settlement and applicable law**

1. Any dispute between Vitelco and the counterparty is settled, such in derogation to the legal rules for the competence of the civil court, by the court of law competent to such effect of the district of Oost Brabant. Vitelco is authorised, however, to submit a dispute to the court of law that is competent according to the law or the applicable international treaty.
2. Offers of and agreements with Vitelco are exclusively governed by Netherlands legislation, such with due observance of what is established in article 11 section 5. The United Nations Convention regarding international purchase agreements regarding movable goods of 11 April 1980 is not applicable to offers of and agreements with Vitelco.

#### **Article 17. Translations**

If Vitelco applies a non-Dutch language version of these general conditions and there are differences between the Dutch-language version and the non-Dutch language version, the Dutch-language version is exclusively binding.