

GENERAL TERMS AND CONDITIONS MEAT'M

ARTICLE 1 | GENERAL

- 1.1** The name "Meat'M" means Meat'M Holland BV, registered with the Chamber of Commerce under number 61199842 and with its registered office in Harreveld, the Netherlands.
- 1.2** The term "conditions" means the general terms and conditions of Meat'M.
- 1.3** The term "Vendor" means the Vendor / Supplier or a legal entity/natural person on behalf of the Vendor / Supplier.
- 1.4** The term "Buyer" means the Buyer or a legal entity/natural person on behalf of the Buyer.
- 1.5** The term "Broker" means Meat'M functioning as an intermediary between two or more Vendors and Buyers.
- 1.6** The term "agreement" means both the agreement and/or further or subsequent agreements between Meat'M and the Vendor and between Meat'M and the Buyer.
- 1.7** The term "cost-determining components" means, amongst other things, prices of materials, raw materials, consumables, parts, exchange rates, import duties or import taxes, energy prices, freight and carriage prices, insurance premiums, wages and salaries, social insurance costs, turnover tax, other levies, etc.
- 1.8** The term "consequential loss" means, amongst other things, trading loss, loss due to business interruption, loss of profits or loss of revenue.
- 1.9** The term "force majeure" means, amongst other things, circumstances not attributable to Meat'M which prevent the fulfilment of an obligation. This will also be deemed to include [if and insofar as these circumstances make performance impossible or unreasonably difficult]: Meat'M employee strikes or sickness, strikes by customs or other third parties involved in the agreement's performance, breach of contract or a case of force majeure or unlawful action on the part of customers of Meat'M, carriers or other third parties involved in the agreement's performance, traffic hold-ups, natural forces, war or mobilisation, impeding measures of any authority, fire and other accidents in the Meat'M business, as well as other circumstances which result in it not being reasonable to demand performance/further performance by Meat'M of all or part of the agreement.

ARTICLE 2 | APPLICABILITY

- 2.1** These general conditions apply in all cases in which Meat'M concludes an agreement with its supplier, hereinafter referred to as the "vendor" or with its customer, hereinafter referred to as the "buyer", regardless of the nature of the activities to be performed by Meat'M, as well as to the statements (including offers, and offer requests and acceptances) which the parties make within the scope of this.
- 2.2** The provisions of these general conditions do not affect the right of Meat'M to also exercise rights assigned by legislation or a treaty which are not described here.
- 2.3** Departures from these conditions only apply if explicitly agreed in writing. Such departures have no effect on other existing or future agreements.
- 2.4** The applicability of any general conditions adopted by the Vendor or Buyer is explicitly excluded.
- 2.5** These general conditions may be invoked by any person engaged by Meat'M within the scope of the agreement's performance.
- 2.6** Meat'M is entitled to amend these conditions at any time.

ARTICLE 3 | OFFERS

- 3.1** Unless stated otherwise, all tenders, offers and price quotations are provided by Meat'M subject to contract. An offer provided subject to contract may be withdrawn by Meat'M within three working days of receipt of the acceptance.

ARTICLE 4 | THE AGREEMENT'S ESTABLISHMENT, AMENDMENT AND SUPPLEMENTATION WITH THE VENDOR

- 4.1** An agreement between Meat'M and the Vendor will only be deemed to have been established after Meat'M has confirmed in writing a tender, offer or price quotation from the Vendor by placing an order or after Meat'M has paid all or part of the purchase price.
- 4.2** Meat'M will not be bound until the agreement has been established in the manner referred to in **article 4.1**. The Vendor cannot derive any rights from the relationship with Meat'M until the agreement has been established.

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4.3 The Vendor may only amend or supplement the agreement if the amendment or supplement has been explicitly agreed in writing between Meat'M and the Vendor.

4.4 If there is justification for doing so, Meat'M will be entitled to make changes or additions to the agreement, or in particular the size or properties of the goods to be delivered and the vendor will be obliged to agree to any such change or addition, unless this cannot reasonably be demanded of the party.

4.5 Before complying with a request for a change to the order, the Vendor must immediately inform Meat'M of the possible consequences for the agreed price and the delivery date. In the event of changes leading to an increase or decrease in the costs, any resulting change in the purchase price must be agreed in writing between the parties.

4.6 In the case of an order change affecting the quantity or volume of goods to be delivered, the price will only be adjusted on a pro rata basis.

4.7 The Vendor will be obliged to notify Meat'M promptly in writing of proposed changes in the construction, method of production or design of the goods to be delivered.

4.8 The content of the agreement will only be proven by the order confirmation and any changes or additions to it from Meat'M.

ARTICLE 5 | THE AGREEMENT'S ESTABLISHMENT, AMENDMENT AND SUPPLEMENTATION WITH THE BUYER

5.1 The agreement is established as soon as Meat'M has received the acceptance of the offer. The acceptance must indicate that the buyer agrees to the statement on the applicability of these general conditions and, insofar as applicable, waives any statement of the applicability on the party's own general conditions.

5.2 Contrary to the provisions of **article 3**, if the acceptance includes conditions or amendments concerning the offer, the agreement will only be established if Meat'M notifies the buyer that it agrees to the departures from the offer.

5.3 In the case of confirmation of an order, if the buyer fails to notify Meat'M in writing within 48 hours of receiving the confirmation of an order that it does not accept the order or these general conditions, the order and these general conditions will be deemed to have been accepted.

5.4 The buyer/prospective buyer bears the risk of incorrect transfer of data in the event of the transfer taking place orally.

5.5 Any change or addition to an agreement is only if valid explicitly agreed in writing between Meat'M and The Buyer.

ARTICLE 6 | PRICES

6.1 The agreed price includes all the costs incurred in relation to the goods up to and including delivery. Unless explicitly stipulated otherwise, the agreed price will include taxes, other levies, packaging, transport costs, delivery costs and goods in transit insurance. All prices need to be stated in an offer or agreement are in Euros.

6.2 The Vendor may never unilaterally change the agreed price, unless the written agreement states the circumstances which may lead to price adjustments and determines the manner in which the adjustment is to be made.

6.3 If and insofar as it has been agreed that the Vendor is permitted to on charge Meat'M for price increases resulting from increases in the price of the Vendor's raw materials, and so forth, the price increase may only be on charged six months after Meat'M has received written notice of the increase. Within the a fore mentioned period, Meat'M will be entitled to terminate/dissolve the agreement with immediate effect in response to the announced increase, without being obliged to pay compensation for costs or losses.

6.4 All prices apply for CFR [Cost and Freight] delivery in accordance with the Incoterms of the I.C.C. applicable at the time of the translation [currently those of 2010], unless stipulated otherwise in the Meat'M confirmation of the order.

6.5 The prices for the buyer are exclusive of taxes and other levies.

6.6 In the event of an increase of more than 5% in cost-determining components, Meat'M will be entitled to raise the with the buyer agreed price in accordance with the increase.

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6.7 Extra costs as a result of changes to the order following confirmation of the order are payable by the buyer. The delivery date may also be changed in such cases.

ARTICLE 7 | PAYMENT

7.1 Payments must be made in the agreed currency.

7.2 In the event of Meat'M for any reason not paying the purchase price, the Vendor will grant Meat'M a further period for payment of at least 14 days. Excluding in a case of force majeure, Meat'M will only be deemed to be in default if it fails to pay the purchase price within this period, after having been served written notice of default granting a period of at least 14 days.

7.3 Meat'M will be entitled to deduct amounts it owes the Vendor from amounts it is owed on any grounds by the Vendor.

7.4 In the event of the Vendor failing in any way to fulfil an agreement, Meat'M will be entitled to suspend payment of an amount and defer performance of any other action, without judicial intervention and without prior notice to that effect being required.

7.5 Payment by Meat'M does not in any way signify the waiver of rights.

7.6 The Buyer must pay the agreed price, the taxes and other levies within the period stipulated by Meat'M. If no period is stipulated, payment must be made within fourteen days of the invoice date. Payment must be made by transfer into a bank/giro account indicated by Meat'M.

7.8 The date of payment is the date of receipt in cash or the date of the deposit into one of the bank or giro accounts of Meat'M

7.9 Unless otherwise agreed, payment by the Buyer must be made in the Netherlands.

7.10 In no case will the Buyer be entitled to any discount or set-off or deferment. If Meat'M sends the Buyer an itemised statement of amounts the party owes Meat'M and amounts that Meat'M owes the buyer, the statement should also be deemed to be a declaration of set-off.

7.11 In the event of failing to pay the invoice within the period stipulated by Meat'M, being declared insolvent or requesting a moratorium, the Buyer will be in default, without any notice of default being required, and all the Party's payment obligations will consequently become immediately due and payable.

7.12 In the afore mentioned case referred to in **subsection 7.11**, without an further notice of default and without detriment to its other rights, from the due date Meat'M will also be entitled to charge the buyer statutory commercial interest, as referred to in article 6: 119a of the Netherlands Civil Code, plus 1%, up to the date of payment in full, whereby part of a month will count as a whole month. Meat'M is also entitled to deem the agreement terminated, without judicial intervention being required. In such a case, the buyer will be liable for the losses suffered by Meat'M, comprising amongst others, loss of profits and further costs, including those referred to in subsection 7.13. The amount on which interest is charged will be increased following the expiry of each year with the amount due in interest for that year.

7.13 The buyer will be liable for all reasonably incurred judicial and extrajudicial collection costs, including the costs of proceedings as well as the costs of lawyers and third parties engaged by them, which Meat'M incurs as a result of the party's failure to fulfil its payment obligations. In any case, the buyer will owe 15% of the amount still outstanding, whereby the minimum amount will be € 500.

7.14 In the event of having reasonable doubts about whether the Buyer is capable of meeting its payment obligations and other obligations, which will in any case apply if the buyer fails to meet any of its payment obligations after having been served notice of default, Meat'M will be entitled to require the Buyer to pay at least half of the agreed amount in advance or to provide proper security. Until the Buyer has done so, Meat'M will be entitled to suspend performance of the agreement. The amount of the advance payment or the amount of security will be assessed by Meat'M.

7.15 Payments made by the Buyer first serve as payment of any interests and costs owed, and secondly as payment of the oldest due and payable invoices, even if the buyer states that the payment concerns a later invoice.

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ARTICLE 8 | ADVANCE PAYMENT

8.1 If it has been agreed that Meat'M will make an advance payment on the price, each time a component of the price becomes due, a corresponding component of the advance will be set off, regardless of whether the claim for payment of the price has been transferred to a third party.

8.2 In the event of failing to deliver goods which conform to the agreement, within the agreed period, to the agreed location and regardless of whether the failure can be attributed to it, the Vendor will owe statutory commercial interest, as referred to in **article 6:119a** of the Netherlands Civil Code, plus 1% interest per calendar month, on the advance, for the period that the failure continues, whereby part of a month will count as a whole month.

8.3 In the event of Meat'M or the Vendor terminating the agreement in accordance with **articles 20.3 and 22**, the Vendor must refund the advance to Meat'M within seven days of the termination; in the event of failing to do so the Vendor will owe statutory commercial interest, as referred to in **article 6:119a** of the Netherlands Civil Code, plus 1% interest per calendar month, on the advance, starting seven days after termination, whereby part of a month will count as a whole month.

ARTICLE 9 | RETENTION OF TITLE

9.1 Meat'M retains the title to all the goods it has delivered until the Buyer:

- a.** has paid in full the price of all the goods, plus any due interests and costs.
- b.** has paid all amounts due in connection with work performed by Meat'M on behalf of the Buyer or is scheduled to perform within the scope of the agreements concerned and,
- c.** has paid the amounts due to Meat'M in the event of any failure by the Buyer to fulfil the
afore mentioned obligations.

9.2 During the period in which Meat'M holds the title to the goods, the Buyer will be obliged to store all the goods delivered subject to retention of title carefully and to mark them as the recognisable property of Meat'M, will not be permitted to transfer the goods as security to a third party or encumber them with security rights, and will be obliged to notify Meat'M of any event that harms or could harm the interests of Meat'M as the owner.

9.3 In the event of the Buyer failing to fulfil its obligations to Meat'M, or Meat'M having reasonable grounds for fearing that the Buyer will fail to fulfil its obligations, Meat'M will be entitled to repossess the delivered goods without prior notice and without affecting Meat'M's right to compensation. The Buyer will cooperate fully in this and grant access to its storage place to Meat'M at any time.

9.4 Meat'M will not be bound to provide any indemnity to the buyer for its liability as holder of the goods. On the other hand, the buyer will indemnify Meat'M against any claims which third parties could substantiate in connection with the retention of title.

9.5 For the duration of the retention of title, the Buyer will be obliged to insure the goods and maintain the insurance against third-party and comprehensive risks. The Buyer hereby irrevocably authorises Meat'M to take receipt of payments made on the Party's behalf on the basis of the insured comprehensive risk.

9.6 As security for claims Meat'M has against the buyer for whatever reason, a right of pledge on behalf of Meat'M will be established on movable goods not subject to registration which Meat'M acquires custody of from the buyer. The right of pledge will also apply in respect of any adequately determinable future claims which Meat'M may later have against the buyer. The right of pledge will be established without further formalities upon Meat'Ms acquiring custody of the goods concerned.

9.7 If any third party alleges having a right to goods subject to retention of title or goods on which the right of pledge referred to in the preceding subsection has been established, the buyer will be obliged to notify the third party concerned of Meat'M's right and to inform Meat'M immediately.

9.8 In the event a third party having possession on the party's behalf of any goods which are subject to retention of title, and the buyer failing to perform its obligations to Meat'M, the buyer will be obliged on request to inform Meat'M of the name and address of the third party concerned, and Meat'M will be entitled to inform the third party concerned that it must thereafter keep the goods for Meat'M.

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ARTICLE 10 | DELIVERY

10.1 The delivery will be deemed to have taken place on the date that Meat'M took receipt of the goods at the agreed location.

10.2 The delivery dates stated in the order confirmation are binding. In the event of failing to deliver goods which conform to the agreement, within the agreed period, to the agreed location, the Vendor will be in default without any notice being required. The vendor will be liable for any losses suffered by Meat'M, such as those resulting from the purchase of replacement goods and loss of profits, as a result of the vendor's failure to deliver on time. Moreover, following notice of default granting a period of two weeks, Meat'M will be entitled to deem the agreement terminated. The termination will not only cover goods as yet undelivered but also goods already delivered on the basis of the same General purchase conditions of Meat'M purchase agreement, if these goods can no longer be used effectively as a result of the failure to deliver the remaining goods.

10.3 Upon the purchase agreement's termination, Meat'M will be entitled to return to the vendor, at the vendor's risk and expense, any goods which can no longer be used effectively which have already been delivered on the basis of the same purchase agreement, and to reclaim from the vendor payments already made for the goods concerned.

10.4 Meat'M will be entitled to postpone delivery. The Vendor will store separately and identifiably, in proper packaging any goods which have already been produced and will preserve, secure and insure them. Meat'M will not incur any costs for this during the first four weeks. The Parties will hold timely consultations in connection with any costs payable by Meat'M for storage after a period of four weeks. The starting point for any such storage costs will be the usual rate in the sector, payable from four weeks after the date on which the goods were ready for shipping or, if later, payable from the delivery date agreed in the purchase agreement.

10.5 If the agreement calls for the goods to be supplied by the Vendor in more than one delivery, the Vendor must keep sufficient stocks to fulfil its obligations to Meat'M and, on request, will immediately deliver the quantity of goods indicated by Meat'M.

ARTICLE 11 | RISK & DELIVERY

11.1 Unless explicitly agreed to the contrary, delivery will always be CFR (Cost and Freight), at the agreed delivery location. Export and freight costs to the destination port are therefore payable by Meat'M and any other costs are payable by the buyer. All risks relating to the goods will be transferred to the Buyer when the goods pass the ship's railing at the port of shipment.

11.2 Unless explicitly agreed to the contrary, agreed delivery periods apply as estimates and not as deadlines, even when a specific final date or specific period has been agreed. A failure by Meat'M to deliver on time can therefore never provide the buyer with grounds for terminating the agreement with Meat'M, unless a delivery period has been explicitly agreed and has been exceeded by more than 30%. Even after the expiry of this extended period, the buyer must serve Meat'M with notice of the failure in which Meat'M is granted a period of at least 14 days to comply before being deemed to be in default.

11.3 Meat'M will be permitted to make partial deliveries. Meat'M will be entitled to submit invoices in such cases and the Buyer will be obliged to pay them as invoices for separate agreements.

ARTICLE 12 | TRANSFER OF TITLE

12.1 The title to the goods and the associated risk will be transferred from the Vendor to Meat'M at the time of delivery.

ARTICLE 13 | SPECIFICATIONS AND TESTING

13.1 Although not obliged to do so, Meat'M will be entitled, at its own expense, to inspect the goods and/or arrange for them to be tested at any time during their production, processing and storage, as well as after delivery. Immediately upon being requested to do so, the Vendor will provide Meat'M or the latter's representative with access to the production, processing or storage location. The Vendor will cooperate free of charge in the testing.

13.2 If testing as referred to in this article cannot take place at the intended time owing to the Vendor's actions, or if a test has to be repeated, the resulting costs incurred by Meat'M will be payable by the Vendor.

13.3 In no case will Meat'M lose its right to invoke a breach of the agreement in the event of the goods not corresponding with the agreement or any specifications stipulated by Meat'M.

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13.4 In the event of rejecting the goods following their arrival and taking delivery of them, or finding them unacceptable upon inspection, Meat'M will notify the Vendor to that effect within a reasonable period. Within five days of the aforementioned notification, the Vendor will repair or replace the delivered goods and collect the rejected goods at its own expense from Meat'M. In the event of the Vendor failing to comply with this obligation, Meat'M will be entitled to purchase the required goods from a third party and to deliver or arrange for the delivery of the rejected goods to the Vendor at the Vendor's expense, without detriment to any other rights or claims.

13.5 Following termination, the vendor will immediately be obliged to refund Meat'M any amounts already paid towards the purchase price as well as any other amounts.

ARTICLE 14 | GUARANTEES AND LIABILITY

14.1 The Vendor guarantees that the goods fully conform to the agreement and any further specifications stipulated by Meat'M and that they are suitable for their intended purpose.

14.2 The Vendor explicitly guarantees, possibly contrary to the agreed Incoterm, that the goods and their packaging/method of packaging are suitable for transport to the agreed destination and conform to all relevant national and international regulations under public law, such as, but not limited to, veterinary, health or import regulations.

14.3 By way of supplement to **article 14.2**, the Vendor explicitly guarantees, possibly contrary to the agreed Incoterm, that the goods will remain sound, tradable and suitable for human consumption for a period of at least 30 days after their arrival at the designated destination.

14.4 The Vendor must provide Meat'M with the required documentation and other documentation within the period agreed. If necessary, the Vendor will be obliged to provide product information in Dutch or English with the delivered goods at no extra charge.

14.5 The Vendor will be liable for any losses resulting from defects in goods it has delivered. The Vendor's liability also covers damage to third-party goods, trading losses and other indirect consequential losses which Meat'M or third parties suffer.

ARTICLE 15 | TRANSPORT DOCUMENTS

15.1 Meat'M's copy of the carrier's transport document, signed without comment in acknowledgement of receipt, serves as conclusive evidence of the dispatch of the quantities stated on the transport document and of the good external condition of the goods.

ARTICLE 16 | TAKING DELIVERY

16.1 From the agreed delivery date, the Buyer will be obliged to take receipt of the goods presented by Meat'M.

16.2 Any goods the buyer fails to take receipt of will be deemed to have been delivered on the date they were presented by Meat'M and will thereafter remain in Meat'M custody at the party's expense and risk. In such cases, from the date on which the goods are presented, Meat'M will be entitled to charge a custody fee in accordance with the rate applicable in its company or at the location, or to place the goods in third-party storage at the party's expense and risk. Moreover, in such cases, Meat'M will also be entitled to invoice the buyer.

ARTICLE 17 | OBLIGATION TO INSPECT AND COMPLAINTS

17.1 In the event of collecting or arranging for the collection of the purchased goods, the buyer will be obliged to check the quantities and external condition of the purchased goods or to arrange for this to be done.

17.2 The buyer must perform a complete inspection of the purchased goods within 48 hours of delivery, on penalty of forfeiture of claims in the event of failing to do so. However, if delivery is subject to the conditions CIF, CFR, CIP or CPT [Incoterms], the buyer need not perform a complete inspection within 48 hours of their arrival at the agreed destination.

17.3 If the Buyer changes the destination of the goods in transit or re-dispatches them without having had a reasonable opportunity to inspect them, and Meat'M was aware of the possibility of the change or re-dispatching, the inspection may be postponed until after the arrival of the goods at their new destination.

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17.4 Following the inspection, in the event of being of the opinion that the purchased goods do not conform to the agreement, the party must provide Meat'M with substantive written notice within 48 hours of the period referred to in **subsection 17.2**. Moreover, as soon as possible but no later than within 24 hours of the expiry of the period referred to in **subsection 17.2** of the change or re-dispatching, the inspection may be postponed until after the arrival of the goods at their new destination.

17.5 Following the inspection, in the event of being of the opinion that the purchased goods do not conform to the a, the buyer will be obliged to report the complaint to Meat'M by fax or e-mail. The buyer will be obliged to cooperate in enabling Meat'M to conduct or arrange for an inspection of the goods which are the subject of the complaint, at the time designated by Meat'M and at the expense of the buyer if the complaint proves to be unfounded. In the event of a complaint being made, Meat'M will also be entitled to require the buyer to arrange for a report to be compiled immediately by an independent expert, at the expense of the buyer, if the complaint proves to be unfounded, and will also be entitled to require the General conditions of sale of Meat'M buyer to return the purchased goods to Meat'M immediately, in which case the buyer may keep a representative sample and will be liable for the costs if the complaint proves to be unfounded.

17.6 In the event of wishing to return goods the buyer must first obtain permission to do so from Meat'M. Unless agreed otherwise, the goods will be transported at the risk and expense of the buyer.

17.7 The buyer will always bear the burden of proving that the defects which are the subject of the complaint were present at the time the risk was transferred.

17.8 Meat'M will not be obliged to process complaints presented after the periods stated in this article and will not bear corporate liability as a result of them. However, unless agreed otherwise, in the event of Meat'M processing any such complaints, its efforts must be deemed to be a gesture of goodwill, without any acceptance of liability.

ARTICLE 18 | LIABILITY

18.1 Subject to compliance with the rules set out in the preceding article, legal proceedings on account of an attributable breach may only be brought against Meat'M during a period not exceeding three months from the date of delivery, taking into account the stipulations of these conditions. In any such case, the buyer must first issue Meat'M with written notice of the breach and grant a period of at least one month for Meat'M to comply, before Meat'M may be deemed to be in default.

18.2 Any liability of Meat'M will be limited to the repair or replacement of the defective goods concerned or components of the goods, as Meat'M sees fit.

18.3 Except in the case of intent or gross negligence of Meat'M or its management employees, Meat'M will not be liable to the buyer for losses of any description, including all direct and indirect losses, such as consequential losses, trading losses, losses caused by delays (other than statutory interest), losses on account of loss of value, loss of use, loss of profits, or losses incurred, losses in connection with the cost of replacement transport or rental and lease costs, damage to third-parties/third-party goods, cargo damage and personal or nonmaterial losses, caused to the buyer or third parties during the agreement's performance by Meat'M or another party that has performed work within the scope of this at the request of, or in cooperation with Meat'M.

18.4 If and insofar as Meat'M might be held liable for any reason, the liability will always be limited to the amount paid under the business liability insurance in the case concerned and, insofar as the claim Meat'M is not paid by the insurer, to the amount of the purchase price (exclusive of turnover tax) of the delivered goods and/or other levies but in any case subject to a sum not exceeding €100.000,-

18.5 For the purposes of this article, an attributable breach also includes unlawful acts.

18.6 The Buyer indemnifies Meat'M against any third-party claims, unless Meat'M is liable according to this article.

ARTICLE 19 | NUMBERS, SIZES, WEIGHTS AND FURTHER DATA

19.1 Unless and insofar as the parties have explicitly agreed to the contrary, any documentation, image, sample or model that Meat'M provides the buyer will only serve as an indication without the item concerned having to conform to it.

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19.2 The item to be delivered will be deemed to conform to the agreement, if it corresponds to the specifications Meat'M agrees on with its buyer. If no specifications have been agreed, the item to be delivered must conform to the business standards that usually apply for the item; this will in any case apply if the item meets the statutory quality requirements applicable in the country of production on the date the agreement was established. Meat'M will be entitled to deliver an item which originated in a different country, if the quality equals or surpasses the agreed quality.

19.3 Minor variations in measurements, weights, figures, colours and other similar details are not deemed to be nonconformities. Normal business practice determine whether a case of a minor variation applies.

19.4 Any loss of weight not exceeding five (5) percent which results from cooling or freezing will not be regarded as a nonconformity. Unless agreed otherwise, the buyer will only be able to demonstrate loss of weight on the basis of an official weighing slip indicating that weighing took place on a proper, public weighbridge at the time of or immediately following delivery.

ARTICLE 20 | FORCE MAJEURE

20.1 If Meat'M is unable to fulfil its obligations to the Vendor or Buyer, performance of the obligations will be suspended for the duration of the case of force majeure.

20.2 Meat'M will inform either the Vendor or the Buyer as soon as possible of a case of force majeure.

20.3 If the case of force majeure lasts three months or longer, both Meat'M and the Buyer or Vendor will be entitled to terminate the agreement entirely or partially by written notice and without any judicial intervention being required, insofar as the goods have not yet been delivered, and without any obligation to pay compensation or any other payment, apart from payment on the grounds of an unduly made payment.

20.4 If Meat'M has already partially fulfilled its obligations upon commencement of the case of force majeure, or is only able to fulfil its obligations partially, it will be entitled to submit an invoice separately for the part already fulfilled or to be fulfilled and the buyer will be obliged to pay the invoice as if it concerned a separate contract.

20.5 If Meat'M has already partially fulfilled its obligations upon commencement of the case of force majeure, it will be entitled to reclaim the part already fulfilled and the vendor will be obliged to implement this with immediate effect.

20.6 If any circumstances occur or become foreseeable which would prevent fulfilment of its obligation to deliver on time, the Vendor must notify Meat'M to that effect immediately in writing, indicating the nature of the circumstance or circumstances, the measures it has taken or will be taking and the probable duration of the delay; in the event of failing to do so, the vendor will subsequently no longer be entitled to invoke the circumstance or circumstances concerned.

20.7 If the case of force majeure lasts thirty days or longer, both Meat'M and the Vendor will be entitled to terminate the agreement entirely or partially by written notice and without any judicial intervention being required, insofar as the goods have not yet been delivered.

20.8 In no case will Meat'M be obliged to pay compensation or make any other payment, if it terminates the agreement on the grounds stated in this article.

ARTICLE 21 | TERMINATION AND SUSPENSION

21.1 In the event of the Buyer failing to fulfil completely, properly and on time any obligation arising from the agreement or these conditions, the Buyer will be in default, without any notice of default being required, and Meat'M will be entitled, without being obliged to pay compensation of any kind and without detriment to its further rights, to suspend, with immediate effect and without judicial intervention, the performance of all its obligations and/or entirely or partially terminate or cancel the agreement concerned. In such a case, Meat'M will also be entitled to demand from the buyer payment at once of any amounts which the buyer owes Meat'M and/or to make further deliveries subject to payment in advance.

21.2 In the event of termination by Meat'M, at its discretion Meat'M may opt for compensation in the form of:

- a.** any adverse difference between the contract price and the market value of the goods concerned on the date of non-performance, or;
- b.** the difference between the contract price and the price of the covering sale; without this affecting the right of Meat'M to additional or alternative compensation.

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21.3 Moreover, without being obliged to pay compensation of any kind and without detriment to its further rights, Meat'M will be entitled, with immediate effect and without judicial intervention, to terminate the agreement with the Buyer, if:

- a.** the Buyer has been granted a moratorium or is insolvent, or this is impending, or if any part of its assets is subject to attachment;
- b.** the Buyer ceases its operations, decides to go into liquidation, otherwise loses its legal personality or transfers or merges its business; General conditions of sale of Meat'M without this affecting the right of Meat'M to additional or alternative compensation. In such cases all claims of Hap Foods against the buyer will be immediately due and payable.

ARTICLE 22 | TERMINATION, PERFORMANCE AND SUSPENSION

22.1 In the event of the Vendor failing to fulfil completely, properly and on time any obligation arising from the agreement, other agreements, or these conditions, the Vendor will be in default, without any notice of default being required, and Meat'M will be entitled, without being obliged to pay compensation of any kind and without detriment to its further rights, to suspend, with immediate effect and without judicial intervention, the performance of all its obligations and/or to terminate entirely or partially the agreement and/or other agreements with the vendor, and/or to demand compensation and/or performance. In such a case, Meat'M will also be entitled to demand from the vendor payment at once of any amounts Meat'M has paid.

22.2 In the event of termination by Meat'M, at its discretion Meat'M may opt for compensation in the form of:

- a.** any adverse difference between the contract price and the market value of the goods concerned on the date of non-performance, or;
- b.** the difference between the contract price and the price of the covering purchase; without this affecting the right of Meat'M to additional or alternative compensation.

22.3 Moreover, without being obliged to pay compensation of any kind and without detriment to its further rights, Meat'M will be entitled, with immediate effect and without judicial intervention, to terminate the agreement with the Vendor, if:

- a.** the Vendor has been granted a moratorium or is insolvent, or this is impending, or if any part of its assets is subject to attachment;
- b.** the Vendor ceases its operations, decides to go into liquidation, otherwise loses its legal personality or transfers or merges its business; without this affecting the right of Meat'M to additional or alternative compensation. In such cases all claims of Meat'M against the vendor will be immediately due and payable.

22.4 In the event of Meat'M being obliged for any reason to pay the Vendor compensation/damages, the amount will always be limited to the amount paid under the business liability insurance in the case concerned and, insofar as the claim is not paid by the insurer, to the amount of the purchase price [exclusive of turnover tax] and/or other levies but in any case subject to a sum not exceeding € 100,000.

ARTICLE 23 | TRANSFER OF AN OBLIGATION

23.1 The Vendor requires Meat'Ms written consent to transfer an obligation based on the legal relationship with Meat'M to a third party. Meat'M may attach conditions to any such consent.

ARTICLE 24 | INDEMNIFICATION

24.1 The Vendor indemnifies Meat'M against the financial consequences of any third-party claims connected in any way with the performance of its obligations arising from the agreement. Meat'M will notify the vendor immediately and send the necessary details, if such a third-party claim, brought against Meat'M. The loss will also be deemed to include judicial and extrajudicial costs Meat'M has been obliged to incur to defend itself against third-party claims.

24.2 The indemnification also covers damage to third-party goods, trading losses and other indirect consequential losses which Meat'M or third parties suffer.

GENERAL TERMS AND CONDITIONS MEAT'M

ARTICLE 25 | PENALTY

25.1 Without any demand or further notice of default being required, in the event of failing to deliver goods which conform to the agreement, within the agreed period, to the agreed location, the Vendor will owe Meat'M an immediately due and payable penalty of 1% of the agreed price of the goods, plus any turnover tax, up to a sum not exceeding 50% of the agreed price, for each day that the failure continues. If delivery has become permanently impossible, the whole penalty will be due at once.

25.2 The penalty will go to Meat'M without detriment to and in addition to any other rights or claims, including claims for compensation.

25.3 Meat'M may set off the penalty against any amounts owed by Meat'M.

ARTICLE 26 | AUXILIARY PERSONS

26.1 Insofar as Meat'M makes use of the services or products of auxiliary persons for the performance of its obligations arising from these conditions or the agreement, these conditions will likewise apply as far as possible on their behalf vis-à-vis the Vendor and the Buyer.

ARTICLE 27 | OTHER PROVISIONS

27.1 Any provision of these conditions which lacks legal validity or is null and void will not affect the legal validity of the other provisions of these conditions. In such cases the conditions will be interpreted as if they do not include the provision which lacks legal validity or is null and void.

ARTICLE 28 | PRESCRIPTION

28.1 All claims against Meat'M will in any case become prescribed one year after the date of the agreement.

ARTICLE 29 | APPLICABLE LAW

29.1 All agreements Meat'M concludes are subject exclusively to Dutch law, or in the event of it otherwise being applicable, Regulation [EC] 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and the United Nations Convention on Contracts for the International Sale of Goods (CISG), concluded in Vienna on 11 April 1980, as well as national implementation acts based on them.

ARTICLE 30 | JURISDICTION

30.1 Unless prevented by mandatory law, any disputes arising between Meat'M and the Vendor or Buyer which are subject to these general conditions will be settled by the court with jurisdiction in the region in which Meat'M is registered, without detriment to the right of Meat'M to institute legal proceedings against the Vendor or Buyer in a court which has jurisdiction in other respects.

Claims and limitations of liability in case of Meat'M functioning as a broker between Vendor and Buyer

ARTICLE 1 | REALIZATION OF AN AGREEMENT

1.1 All offers, tenders, price quotations etc. issued by the Broker shall be without engagement, unless otherwise indicated.

1.2 The Vendor and/or the Buyer shall be bound after Broker has confirmed an offer or order by phone, e-mail, fax or letter. Even if a separate written confirmation from Buyer or Vendor has not been received, the Broker's confirmed offer or order (in other words: the Agreement) stays valid.

1.3 With regard to the Agreement, the Broker is allowed to act as an intermediary for the Vendor as well as the Buyer.

ARTICLE 2 | MODIFICATION OF AN AGREEMENT

2.1 Modifications of and supplements to Agreements concluded shall be only effective if they have been confirmed by the Broker explicitly and in writing.

ARTICLE 3 | DURATION AND TERMINATION OF AN AGREEMENT

3.1 An Agreement shall be contracted for a definite period or a particular sale and purchase, unless otherwise indicated.

ARTICLE 4 | COMMISSION, INVOICING AND PAYMENT

4.1 The Buyer and/or Vendor shall be entitled to pay a commission to the Broker, at the moment the Buyer and the Vendor entering into an Agreement. Commissions are always owed whether the Agreement is fulfilled or not.

4.2 The scope of the commission shall be agreed in writing (in the Agreement) between the Broker on the one hand and the Vendor on the other hand.

4.3 The commission shall be calculated over the total amount as mentioned in the Agreement, unless otherwise indicated. Invoicing shall take place at the conclusion of the Agreement.

4.4 The payment of the commission shall be made within 14 days after the date of invoice. The payment shall be made without setting off or suspension on any ground. The Vendor's obligation to pay shall continue to exist at any time, even if the Vendor has made arrangements with third parties concerning payments, or uses third parties for payments.

4.5 If the Vendor has not paid in full the amounts owed within the agreed upon period, the Vendor shall be in default after this period has expired, without any placing in default being required. In that case the Vendor shall owe, from the date on which the amount owed has become payable until the time of payment, an interest over the unpaid amount, which interest shall amount to the statutory interest increased by three per cent, and this without prejudice to the Broker's other rights.

4.6 If the Vendor has not paid the amounts owed within the agreed upon period, the Broker shall be entitled furthermore to have the invoiced collected judicially, in which case all costs relating thereto, which costs are set at 15% at least of the claim, shall be at the expense of the Vendor.

ARTICLE 5 | FORCE MAJEURE

5.1 By force majeure shall be understood: any circumstance which is beyond the direct influence of the Broker or cannot be reasonably foreseen by him, which temporarily or permanently prevents the fulfilment of the Broker's obligations from the Agreement. Such circumstances include: restrictive government measures, mobilization, war, risk of war, revolution, strike, seizure, attachment, interruption of production, natural disaster, ice-drift, special weather conditions, lack of transport means, entire or partial remaining in default of third parties from whom goods or services are received, or lack of raw materials, semi-finished products, auxiliary materials and/or energy.

5.2 In case of force majeure the Broker shall be entitled either to suspend the fulfilment of his obligations towards the Buyer or the Vendor, or to dissolve the Agreement entirely or partly, this at the Broker's discretion, without judicial intervention and without being held himself to any damages.

5.3 Compliance in one or several cases of force majeure shall leave intact the Broker's right to make use of his right to suspend or dissolve in subsequent cases of force majeure.

Claims and limitations of liability in case of Meat'M functioning as a broker between Vendor and Buyer

ARTICLE 6 | WARRANTIES

6.1 Communications by or on behalf of the Broker concerning the quality, composition, application possibilities, properties, handling in the widest sense, etc., of goods delivered as mentioned in the Agreement shall only be considered as warranties if they have been confirmed explicitly and in writing in the form of a warranty by the Broker.

6.2 The Broker does not warrant that the goods delivered as mentioned in the Agreement are suitable for the purpose for which the Buyer intends to use them, not even if such purpose has been made known to the Broker, unless the parties have agreed explicitly and in writing otherwise

ARTICLE 7 | LIABILITY

7.1 The Buyer and/or the Vendor indemnify/indemnifies the Broker against any liability because of his intermediation during the effect, entering into or the fulfilment of the Agreement.

7.2 The Broker shall in no case be liable for damage caused by any exceeding of a period, nor for any consequential or indirect loss, including any loss caused by lost profit or missed savings.

7.3 The Buyer and/or the Vendor shall hold the Broker harmless against claims by third parties. Further the Buyer and/or the Vendor shall never hold liable any employees of the Broker, any third party used by the Broker or any employees of such third parties.

ARTICLE 8 | DISPUTES AND APPLICABLE LAW

8.1 Any dispute relating to an Agreement or the execution of An agreement between the Broker on the one hand and the Buyer or the Vendor on the other hand, which cannot be settled in mutual consultation between the parties, shall be submitted to the competent judge in whose district the Broker is registered. The Broker shall have the right, in deviation from the above, to submit a dispute to the competent judge in whose district the Buyer or the Vendor is registered.

8.2 The agreement shall be governed by Dutch law, unless otherwise agreed.