



GENERAL TERMS AND CONDITIONS

of Weerribben Zuivel BV, Veldhuisweg 9, 8362 VB Nederland (province of Overijssel, the Netherlands)

Article 1: General

In these general terms and conditions, the following terms are defined as stated below:

Us; we:

Weerribben Zuivel BV, with its registered office in the Netherlands and principal place of business at Veldhuisweg 9, 8362 VB Nederland, the Netherlands. The terms and conditions have been filed in the name of Weerribben Zuivel BV, under Chamber of Commerce number 63654512.

Customer:

Any other party that enters into an agreement with us, that requests an offer from us or that we send an offer.

General Terms and Conditions

The set of sales, delivery, payment and other conditions that may apply between the contracting parties and that have been filed as such.

Products:

Products of production processes, objects of services and merchandise.

Daily fresh and refrigerated products: Products with a shelf life of a few days, such as dairy products which have to be kept refrigerated in order to prevent microbiological decay, the growth of pathogenic bacteria and/or loss of quality. Products that must be stored and transported under the temperature requirements as laid down in the HACCP regulations.

Wholesale business: A wholesaler who collects the products and delivers them at a location to be indicated by the customer, bar certain exceptions.

Cash-and-carry store: A wholesaler who requires the customer to collate and collect the products himself, bar certain exceptions.

Agreement: Every agreement that is formed between us and the customer, any changes or additions thereto, as well as all (legal) acts in preparation and/or execution of that agreement.

Article 2: Scope of application

2.1. These general terms and conditions apply to all our offers and all transactions that take place within the wholesale business, even if third parties are involved in the execution thereof.

2.2. In the event of transactions in which the customer collates and collects the products himself, or in the event of products collected by the customer and delivered by us to him, separate and individual agreements must be entered into with the customer.

2.3. If these terms and conditions are tacitly or explicitly deviated from once or multiple times, the customer cannot derive any rights from this with respect to agreements concluded subsequently.

Article 3: Conflict with other conditions

3.1. The conditions applied by our customers do not apply unless the customer explicitly rejects our terms and conditions, stating that these are replaced with theirs and we have explicitly agreed to that in writing.

3.2. In the event of a conflict between the text of our offers and our general terms and conditions, the text of our offers prevails.

Article 4: Quotations/Offers

4.1. All quotations are always free from obligation unless the offer stipulates a period for acceptance.

4.2. A compound quotation does not constitute an obligation for us to deliver part of the goods set out in the quotation, at a proportional part of the quoted price.

4.3. Quotations only concern the quantities stated in the offer and do not automatically apply to repeat orders.

Article 5: The formation of agreements and confirmation

5.1. Agreements only bind us subject to our written or electronic confirmation, or after we have proceeded to deliver in accordance with the placed order.

5.2. Agreements concluded through the brokerage activities of our representatives or agents too only bind us subject to our written or electronic confirmation, or after we have proceeded to deliver.

5.3. Information and data provided by us in our prospecting and other printed matter, such as images, compositions, weights, etc. are not binding.

5.4. The risk of misinterpretation of orders placed by telephone that have not been confirmed by the customer in writing and/or electronically prior to execution will be at the expense of the customer.

Article 6: Cancellation

6.1. If the customer wishes to cancel an agreement concluded with us and this concerns products that form a part of our standard range, the customer owes us cancellation costs of 100% of the invoice amount under the agreement (exclusive of VAT) for daily fresh and refrigerated products.

6.2. In the event of the cancellation of an agreement to deliver products that do not form a part of our standard range, i.e. products that are produced at the request of the customer, or products ordered by us for the customer elsewhere, the customer also owes us cancellation costs of 100% of the invoice amount under the agreement (exclusive of VAT).

6.3. If the customer is to blame for the fact that the products purchased/ordered by him cannot be delivered, it will be regarded as a cancellation of the agreement.

Article 7: Termination; dissolution

7.1. We have the right to partially or fully dissolve or terminate the agreement and any related agreements concluded with the customer by means of a single written notice, without judicial intervention and with immediate effect, if: - the customer fails to fulfil his obligations under the agreement; - the customer applies for a (provisional) suspension of payment or is granted a (provisional) suspension of payments; - a winding-up petition is filed for the customer or he is put into liquidation; - the customer's business is wound up, the customer ceases his current business operations or (control of) the customer's business is transferred by means of a share transaction or otherwise; - attachment is levied on the customer and this affects the performance of the agreement, or - the customer must otherwise be deemed to no longer be able to fulfil the obligations under the agreement.

7.2. If we have dissolved or cancelled the agreement, our claim against the customer plus interest, damage and costs, will become immediately due and payable in full.

7.3. The customer is not entitled to fully or partially cancel or dissolve an agreement concluded with us or to suspend his obligations if he himself is in default at that time.

Article 8: Change in circumstances

8.1. If somehow we learn that the customer is not creditworthy in respect of the amount of the relevant transaction we, despite possible different arrangements, have the option to only deliver the goods cash on delivery or to demand payment in advance or to dissolve the agreement.

Article 9: Prices and payment

9.1. Unless explicitly stated otherwise, our prices are: - in Euros; - exclusive of VAT and any other taxes and/or surcharges imposed by the government; - based on minimum order quantities applied by us; - excluding costs of packaging and/or other protection.

9.2. The prices stated by us in offers are based on the cost price factors as they apply on the date of the offer.

9.3. If one of the cost-determining factors of a product, for example, raw material prices, freight rates, fuel prices, labour costs or import or export duties change in the period between the offer date and the delivery date, we are entitled to adjust the agreed price accordingly, irrespective of whether or not the cost price increase could have been foreseen at the time of the offer or confirmation, all this with due observance of the statutory regulations relevant in this respect. If the new price deviates by more than 5% from the agreed price, the customer has the right to dissolve the agreement without incurring costs. In that case, we are not obliged to pay any compensation.

Article 10: Quantities/deviations

10.1. The quantities ordered by the customer are automatically adjusted by us to the minimum quantities/packing units applied by us, with due observance of permitted deviations.

10.2. In the event of deliveries of dairy products, a deviation of 5% from the ordered number of packages is allowed.

10.3. The quantities delivered are stated by us on the delivery document.

10.4. If the customer fails to notify us of his objection to the quantity delivered as soon as possible after receiving the daily fresh and refrigerated products, or fails to do so within 8 days at the latest, the quantity stated on the delivery document is deemed to be correct and in accordance with the actual quantity delivered.

Article 11: Place and method of delivery

11.1. The delivery will be made at the destination indicated by the customer.

11.2. The delivery period does not start until after we have received all the necessary information for delivery.

11.3. The delivery periods stated by us are by approximation only and never serve as final deadlines. Exceeding this period does not give the customer the right to dissolve the agreement unless the delivery time is exceeded to such an extent that the customer, in accordance with the requirements of reasonableness and fairness, can no longer be expected to honour the agreement. If the customer dissolves the agreement, we will not be obliged to compensate any damage suffered by the customer as a result.

11.4. In the event of late delivery, we must be given written notice of default and be granted a period of 24 hours to remedy for daily fresh and refrigerated products, unless reasonableness and fairness justify a longer period under the given circumstances.

11.5. Every partial delivery is deemed a delivery in its own right and will be dealt with in accordance with all related legal consequences.

11.6. Unless explicitly agreed otherwise, we will deliver sound and current merchantable quality.

11.7. The customer is fully responsible for the products from the moment of delivery. This also applies in the event the customer has requested us to deliver the products at a time when (a representative of) the customer is not present.

11.8. The provisions of the previous paragraph also apply if the customer has provided us with a key in connection with his absence, thereby giving us access to deliver the products.

11.9. We are never liable for damage to the property of the customer caused by the delivery of the products unless this damage is caused by intent or gross negligence.

11.10. If the customer fails to take delivery of the products or fails to do so in time, the customer will be in default and he will be obliged to compensate us for all damage resulting from it.

Article 12: Transport

12.1. We determine the mode of transport and the transport takes place according to the delivery schedule set by us. If the customer wishes another (i.e. more expensive) mode of transport or if the place or time of delivery changes due to circumstances for which the customer is responsible, the additional costs will be at his expense.

12.2. The customer is obliged to arrange sufficient loading and unloading facilities, minimum waiting times and proper access to the loading and unloading site, as well as enable us to use the customary means of transport. It must be possible to place or collect load-carrying devices directly behind the first entrance door of the building.

12.3. If at the customer's request, we deliver or collect products at or from a place that is further than directly behind the first door of the customer's building, we are not liable for decay, loss of quality or any damage that occurs during that part of the loading and unloading process.

12.4. The transport is subject to the General Transport Conditions and the CMR conditions.

Article 13: Packaging

13.1. Single-use packaging is included in the price of our products. No deposit will be charged for this packaging unless we are obliged to do so by order of the government or unless we explicitly state otherwise.

13.2. If our goods are delivered on so-called Euro pallets or on pallets that are part of a pallet pool, we will charge these pallets as packaging unless identical, undamaged pallets are returned to us upon delivery.

13.3. If upon delivery of our products, our customers or the government oblige us to take back (outer) packaging, residual material, etc., the associated costs, including the costs of on-site destruction, if applicable, will be charged to the customer.

13.4. Packaging such as roll containers, crates, boxes, pallets, etc., insofar as not intended for single use, remain our property, even if no deposit is charged. The risk of damage to or loss of the packaging lies with the customer until he has returned the property to us.

13.5. The customer is obliged to return to us the empty packaging in his possession as soon as possible unless explicitly agreed otherwise. Our obligation to take back packaging applies only if the packaging is in a good condition, clean and does not contain any waste and residual material and, insofar as roll containers are concerned - if they have been delivered by us.

13.6. The empty bottles to be returned must be sorted in the relevant crates and boxes. When the crates and boxes we take back are unsorted, we will charge a sorting fee per crate/box.

13.7. The packaging is taken back for the amount charged by us (deposit). The account is credited after the packaging material is returned to our warehouse. In the event of minor damage and taking back dirty packaging or packaging that is not free from waste or residual material, we reserve the right to credit less than the initial deposit fee charged. In the case of serious damage, no amount is credited and the packaging material will be at the disposal of the customer, of which he will be notified by us.

13.8. When our fresh products crates are returned in an extremely dirty condition, a cleaning fee will be charged.

Article 14: Storage

14.1. If on the instruction of the customer, we store products sold to or ordered by him, it will be in a manner to be determined by us, without us being able to accept any liability in this matter. Nor are the products in question insured. The customer must make the necessary arrangements for this himself.

Article 15: Retention of title

15.1. Products delivered to the customer remain our property until we have been paid in full, including interest and costs, while payments are always deemed to relate to the invoice that has been overdue longest.

15.2. Until the products have been paid for, the customer will look after the products with due care and diligence, at his expense. As long as the customer has not become the owner of the products delivered by us pursuant to the provisions of paragraph 1, the customer will not be entitled to dispose of or encumber the products in whatever form or otherwise bring them under the control of third parties, other than within the framework of the customer's normal business operations. He may only use or consume the products to the extent necessary for his normal business operations. Pledging of the products does not fall within the scope of normal business operations.

15.3. Should the need arise, the customer hereby grants us the right to gain access to all those places where our goods are located, in order to be able to exercise our property rights.

Article 16: Complaints

16.1. The customer must inspect the purchased goods upon delivery, or as soon as possible thereafter, or have them inspected. In the course thereof, the customer must verify if the goods delivered comply with the agreement and, more in particular: - whether the right products have been delivered; - whether the delivered products correspond to what has been agreed in terms of quantity; - whether the delivered products meet the quality requirements, temperature standards and hygiene standards or, in the absence thereof, meet the requirements that may be set to normal use and/or commercial purposes.

16.2. Complaints must be reported to us by the customer as soon as possible after finding an alleged defect. Defects that can be easily detected upon delivery (including shortages and/or visible damage) must be reported by the customer on the consignment note or the delivery document. In the event of daily fresh and refrigerated products, complaints concerning defects that cannot immediately be detected must be reported to us in writing or by telephone only within 8 days of receiving the products.

16.3. If upon receipt of the products, no comments were made on the consignment note or the receipt with regard to any defects, shortages or damaged packaging and/or other protection, it will be considered as incontrovertible evidence that the customer, in any case no later than upon delivery, received the products in a proper condition, free from damage.

16.4. The complaint period for invoices sent by us is 8 days. If the invoice has not been protested within that period, it is deemed to correctly represent the underlying transaction with us.

16.5. After the expiry of the term referred to in this article, the customer is deemed to have approved the goods delivered and/or the invoice. Complaints received after the aforesaid term will not be accepted by us.

16.6. The mere fact that we are investigating a complaint does not automatically imply that we recognise any liability in this matter.

16.7. Deviations in terms of colour, quality, shape, weight, etc. in products delivered by us and deemed acceptable within the industry standards, as well as damage caused to products delivered by us as a result of the customer acting in violation of the applicable handling and processing instructions, do not justify any complaints.

16.8. The products to which the complaints relate must remain available to us for inspection in the condition they were in at the time the defects were discovered.

16.9. If a returns policy has been agreed on, the quantity of the products to be returned to us must be reported in writing before we proceed to accept any returns.

16.10. Complaints pertaining to some of the products delivered do not justify rejecting the entire batch unless the batch delivered cannot reasonably be considered usable in such a case.

16.11. If the customer's complaint is upheld we, at our discretion, have the option to either replace the rejected product at our expense or to credit the customer for an amount equal to the price due by the customer for the rejected product. We do not compensate any consequential damage or loss.

Article 17: Payment

17.1. Payment of our invoices must be made in the currency in which we prepared the invoice and within 14 days of receipt unless explicitly agreed otherwise in writing and/or electronically.

17.2. If payment is not made within 14 days of the expiry of the agreed payment term, the customer will be legally in default without a notice of default or demand being required. In that case, extrajudicial collection costs will be owed as well. Insofar as the customer acted in the course of a profession or business we, contrary to Section 6:96, subsection 5 of the Netherlands Civil Code and also contrary to the Extrajudicial Collection Costs (Fees) Decree, are entitled to full compensation and full payment of our extrajudicial collection costs.

17.3. From the date of the commencement of the default until the day of full settlement, the customer owes default interest on the outstanding invoice amount of 1% per month or part of the month, unless the statutory interest is more than 12% per year, in which case statutory interest will be owed.

17.4. Payments made by the customer will first be allocated in settlement of all accrued interest and costs and subsequently to settle the invoices that have been outstanding longest, regardless of any instructions from the customer that settlement is in relation to a more recent invoice.

Article 18: Bonus

18.1. In cases where we have made specific agreements with a customer about the right to a bonus, we are entitled to withhold part or all of the payment if the customer fails to comply with all or some of these specific agreements.

Article 19: Compensation/set-off

19.1. We are entitled to set off any amounts owed or to be claimed under the agreement against those amounts the customer owes us or that we owe him, including any bonus amount.

Article 20: Force majeure

20.1. In these general conditions, force majeure, in addition to the explanations in existing law and case law, is taken to mean all external causes beyond our control, anticipated or otherwise, including force majeure on the part of our supplier and/or strikes, as a result of which we are unable to fulfil our obligations.

20.2. In the event of force majeure on our part, the performance of the agreement will be suspended for as long as the force majeure situation renders it impossible for us to perform the agreement. In the case of permanent force majeure, we are entitled to dissolve the agreement without being obliged to compensate the customer for any damage or loss.

20.3. If the force majeure situation on our part exceeds a period of one week in the event of delivery of non-perishable products and 24 hours in the event of delivery of daily fresh and refrigerated products, our customer has the right to cancel the deliveries that should have been made during the force majeure period, without incurring costs and without being entitled to claim compensation for any damage or loss suffered.

Article 21: Warranty

21.1. With due observance of the limitations referred to in these general terms and conditions, we guarantee the soundness of the products delivered by us, provided that the instructions regarding the use and storage of these products are strictly followed.

Article 22: Liability and indemnity

22.1. Our liability for damage or loss suffered by the customer as a result of non-delivery or incomplete delivery of products, of delivering defective products or as a result of services provided by us to the customer, is limited to the invoice value of the relevant products and/or services unless this damage or loss is caused by intent or gross negligence. This is without prejudice to any further limitation of liability by virtue of the provisions of Article 16.

22.2. We are under no circumstances liable for compensation of consequential damage or loss, such as a loss of sales volume or a loss of profit.

22.3. Instead of reimbursement of the invoice value, we may opt to replace the faulty products, which will be at our discretion.

22.4. The customer indemnifies us against third-party claims insofar as these are the result of acts or omissions on the part of the customer and against third-party claims relating to damage or loss for which we have excluded liability (for compensation) vis-à-vis the customer.

22.5. We have taken out insurance contracts with insurers for cover against joint and several liability to third parties and product liability. These insurance policies cover the risks that can normally arise from agreements with us. This does not discharge our customers from the obligation to adequately insure themselves in the same way, in particular for damage that is or may be the consequence of products and/or services supplied by us.

22.6. We are not liable for damage caused by auxiliary persons, even if it was caused by their intent or gross negligence.

22.7. We do not accept any liability for damage or loss caused during or which is the result of loading and/or unloading the products, including the location where the products have been placed by us, except in the event of gross negligence on our part.

22.8. In the event of products that come with an expiry date or best-before date, we do not accept any liability for the use or consumption of these products after the aforementioned expiry date or the best-before date.

22.9. The customer must ensure that products with an expiry date or best-before date are no longer processed after the expiry of that date. The customer explicitly indemnifies us against third-party claims on account of damage or loss resulting from consuming or using our products if these have been treated or processed by the customer after the expiry date or the best-before date or if they have otherwise been used or consumed after those dates.

22.10. During the (internal) transport and storage of products, the customer must act in accordance with the applicable laws and regulations, including the HACCP standards and the storage regulations, failing which no liability can be accepted whatsoever for any (damage or loss due to) defects in the products. If the customer uses its own Hygiene Code within his industry, the customer must notify us thereof in writing.

Article 23: Non-binding provision

23.1. In the event that it is established in law that any provision of these terms and conditions is considered fully or partially non-binding, it does not affect the remaining provisions.

Article 24: Transfer and forfeiture of rights

24.1. We are allowed to fully or partially transfer our rights under this agreement to third parties.

24.2. Any claim against us will lapse if legal action against us remains forthcoming after 12 months of receiving the aforementioned claim.

Article 25: Digital data and privacy

25.1. When concluding an agreement, we record the customer's data in a file. This file is used for the following purposes: - for the provision of our services (such as supplying our products); - for marketing and sales initiatives, such as providing the best possible information about our (other) products and services; - for market research; - for both statistical analyses and analyses per company.

25.2. We do not disclose customers' data to third parties, except when this is needed for the execution of our services. In such cases, the permission to use such data is limited to the described purpose.

25.3. The controller of the data processing is Weerribben Zuivel BV, Veldhuisweg 9, 8362 VB Nederland (province of Overijssel, the Netherlands). The customer can at any time obtain an insight into his data and have this data adjusted if required, free of charge. The customer can also object to receiving information from Weerribben Zuivel BV at any time, by e-mail, telephone and/or normal post.

Article 26: Applicable law and competent court

26.1. All our offers and all transactions, by whatever name and for any reason whatsoever, are exclusively governed by Dutch law within the Kingdom. The applicability of the UN Convention on the International Sale of Goods (Vienna: CISG) is explicitly excluded.

26.2. The district court in our place of business has exclusive jurisdiction to hear disputes arising from agreements concluded with us unless the sub-district court has jurisdiction. Nevertheless, we have the right to submit a dispute for decision to the competent court in the place of business of our customer.

Article 27: Source of conditions

27.1. These general conditions were filed with the Chamber of Commerce in Arnhem on 1 March 2016. The most recently filed version or the version applicable when the transaction was concluded applies at all times. These General Terms and Conditions have also been published on our website.