

General Terms and Conditions Jaap Koopman Diervoeding B.V.

1. Applicability

Unless expressly agreed otherwise in writing, these terms and conditions apply to all offers and to all agreements concluded regarding the delivery of goods by Jaap Koopman Diervoeding B.V. and they apply above any conditions of the customer, even if the latter conditions determine their exclusive applicability. If the Buyer's conditions have been expressly accepted in writing by the supplier, such acceptance has no further effect than for the delivery in respect of which such acceptance has taken place.

2. Quotations – Orders

1. All quotations - also insofar as consisting of the sending of price lists, consumer quotations and the like are entirely without obligation.
2. Errors, misunderstandings or ambiguities in quotations or order confirmations cannot lead to a binding of the supplier that deviates from the supplier's actual intentions, nor do the supplier be liable for any damage as a result.
3. Orders for the goods to be delivered must be made in writing, by fax, by telephone or by representative at the latest by 12.00 noon on the 2nd working day (Saturday is not a working day).
4. Agreements with the supplier are only concluded if and insofar as the supplier accepts orders addressed to it in writing or expresses the acceptance thereof through the execution of these orders.
5. If a purchased batch of goods is delivered in parts, each delivery shall be deemed to have been concluded by a separate agreement between the parties, unless otherwise agreed in writing.

3. Weight and Quality

1. The weight of a batch of goods to be delivered is determined by weighing in the factory or warehouse of the supplier or outside it on a weighbridge to be designated by the supplier. The Customer can check the weighing or have it checked at its own expense.
2. Lots of goods, the weight of which deviates at most 2% from the weight determined for that lot in accordance with the provisions of 3.1, are deemed to have the determined weight for the calculation of the purchase price.
3. Immediately after delivery of the goods to the customer, he must inspect the number, weight, condition and quality of the goods and, in the event of loss, damage or defects thereof, make specified notes on the transport document to be signed upon receipt or in the in the absence thereof, because the customer is not present at the time and at the location of the delivery, to report this to the supplier in writing or by telephone within 24 hours after the delivery, failing which the goods are deemed to have been delivered in good condition. The costs of the aforementioned inspections or quality testing are for the account of the customer.

4. Price

1. The purchase price will be the price according to the price list, consumer quotation and the like, of the supplier, applicable on the day of delivery of the relevant purchase agreement in accordance with the provisions of 2.4 for a lot of the weight determined pursuant to 3.1, without prejudice to the provisions of 4.2.
2. If, after the day of the conclusion of an agreement, one or more of the cost price factors undergo an increase as a result of the introduction or amendment of regulations and/or measures by government or other competent authorities, the supplier is entitled to increase the purchase price accordingly, subject to the right in that case, declare the purchase agreement dissolved in writing without the Supplier being obliged to pay any compensation.

5. Deliveries

1. Deliveries are made postage paid to the delivery address specified by the Buyer with a minimum of € 500, unless otherwise agreed.
2. With due observance of the provisions of 5.3, the choice of the delivery time is up to the Supplier. The Customer is obliged to provide the necessary shipping instructions to the Supplier in a timely manner. The date of the waybill counts as the loading date.
3. The supplier will not be in default by the mere exceeding of the agreed delivery period, while the Buyer is fully obliged to purchase. If this term

is exceeded by more than three working days (Saturday/Sunday are not working days), the Buyer will be entitled to declare the purchase agreement dissolved in writing, without the Supplier being obliged to pay any compensation. The customer will also be entitled to demand that delivery will still take place within a reasonable period of time. If this term is also exceeded, the Buyer will again be entitled to declare the purchase agreement dissolved in writing, without the Supplier being obliged to pay any compensation. In the event of partial non-delivery, a possible dissolution of the agreement can only take place with regard to the quantity delivered too little.

6. Risk and Transport

1. If the goods are collected, the risk of damage, loss, theft and destruction of the goods is transferred to the Customer. If the goods are transported by or through the intermediary of the Supplier, the risk of damage, loss, theft and destruction of the goods will pass to the Buyer at the moment the goods are unloaded at the delivery address specified by the Buyer.
2. If the goods are transported by or through the intermediary of the Supplier, the Buyer shall ensure that the place where unloading is to be carried out is easily accessible from the public road with the means of transport to be used by the Supplier without risk to the carrier.
3. Without prejudice to the provisions of article 7, the Supplier has the right, if normal water, road or rail transport is impossible or made more difficult, to ship the goods in the manner that deems it best, while the costs incurred as a result will be borne by the Buyer. come. The Supplier is never liable for delayed delivery as a result of the aforementioned circumstances.
4. Any transport aids made available by the Supplier upon delivery remain the property of the Supplier. The Supplier has the right to charge the Buyer a deposit to be determined by it, which deposit will be refunded to the Buyer if the transport aids are in good condition upon receipt by the Supplier.

7. Force of the majority

1. The Supplier is not liable for delay or non-delivery as a direct or indirect consequence of force majeure, including the causes stated under 7.2, irrespective of whether these could have been foreseen at the time of conclusion of the contract.
2. The causes referred to in Article 7.1 are: Conditions of war, civil commotion, strike or lockout, fire, flood, disease, government action including import and export controls, ice or weather conditions, nuclear energy accidents, failure of supply or supply of raw materials or supplies, energy or business supplies including non-performance by Suppliers from whom the Seller obtains this, defects in or damage to machines and installations, means of transport and furthermore in general any circumstance beyond the Supplier's control, which prevents the execution of the agreement or makes it so difficult that it cannot reasonably be supplied by the Supplier. are required.
3. If fulfillment of the agreement is wholly or partially delayed due to causes as referred to in 7.2, each of the parties will be entitled to unilaterally dissolve the agreement for the part that has not yet been performed by mere notification to the other party, without the parties mutually agreeing any compensation will be held.
4. If, as a result of one or more of the causes stated in 7.2, the costs of manufacturing (including raw materials and accessories required for that manufacturing), delivery or transport should increase excessively, the Supplier may require the Customer to choose between timely delivery while accepting the obligation to pay the additional costs or to dissolve the agreement without the Supplier being obliged to pay any compensation.

8. Complaints

1. In the event of a timely and well-founded complaint in accordance with the provisions of Article 3.3, the Supplier will at its own discretion, subject to the provisions of Article 8.2, provide the Buyer with a replacement batch of goods or calculate the value thereof on the basis of the price applicable on the day of delivery. The Customer is obliged to keep the party complained about at the disposal of the Supplier.
2. If the quality settlement is of a subordinate nature or only relates to a small part of the lot, no replacement will take place, but the Customer will only be entitled to compensation for the loss, to be determined in reasonableness by the Supplier.
3. The Supplier is under no circumstances obliged to perform any other

performance or compensation than described in the previous paragraphs. The supplier therefore accepts no liability for any consequential damage, including trading loss, which the customer may suffer on the basis of faulty or defective deliveries.

4. Return shipments are only permitted if and insofar as the Supplier has given its explicit prior permission for this and is made at the risk of the Customer.
5. If a complaint appears to be justified in the opinion of the Supplier, any costs for replacement and return shipment will be for the account of the Supplier. If a complaint appears to be unfounded in the opinion of the Supplier, such costs will be borne by the Buyer.

9. Payment

1. The amount owed must be paid within 8 days to the account of Jaap Koopman Diervoeding B.V. unless otherwise agreed in writing.
2. If the Customer does not pay the invoice amount on time in accordance with the provisions of Article 1, the Customer will be in default by operation of law without any notice of default and will owe interest on the invoice amount from the aforementioned time. The interest invoice will be sent monthly.
3. If other conditions are agreed in writing instead of the conditions and article 1 and/or article 2, these sales conditions will remain in full force and effect, even if this is not expressly stated.
4. Unless expressly agreed otherwise in writing, all claims of the Supplier are immediately due and payable.
5. All collection costs, both judicial and extrajudicial, are for the account of the Customer. In the case of claims up to € 25,000, the extrajudicial collection costs are in any case deemed to amount to 15% of the claims, in the case of larger claims additionally 10% of the excess.
6. If the Customer has not objected to any invoice and/or summary note with the Supplier within 8 days of the date of the relevant document, the Customer will be deemed to agree with the said document.
7. Payments are primarily deducted from the accrued interest and then from the outstanding receivables according to their age.
8. The supplier is at all times entitled to deliver the goods cash on delivery or to demand advance payment or security in the form it desires.

10. Retention of title

1. All goods delivered by the user within the framework of the agreement remain the property of the user until the customer has fulfilled all obligations under the agreement concluded with the user.
2. The Buyer is not authorized to alienate or pledge the goods, or to grant third parties any right or claim thereto in any other way, as long as the ownership thereof still rests with the Supplier. However, the customer is entitled to resell or process the goods in the context of its normal business operations. Such right lapses if the Customer becomes bankrupt or has applied for or has been granted a moratorium.
3. The Customer is obliged to immediately notify the Supplier of any application for bankruptcy, application for suspension of payment, attachment of (part of) its assets or other circumstances under which it may be important for the Supplier to assert its aforementioned property rights.
4. Without prejudice to its other rights, in the event of non-payment by the Buyer, the Supplier is irrevocably authorized to repossess goods it owns pursuant to the foregoing provisions, for which the Buyer will then give it the opportunity.

11. Dissolution – Suspension

1. If the Customer is in any way negligent in the fulfillment of its obligations, or is subject to serious doubts as to whether it can fulfill its obligations under the agreement, in particular until payment or receipt of the goods or if one or more delivery periods have expired without the buyer having claimed the purchased item, the supplier is, without prejudice to the right to demand compliance, entitled at all times without notice of default or judicial intervention:
 - a. to transport and store the goods elsewhere at the expense and risk of the Customer or to keep them stored in its own company;
 - b. to suspend all further deliveries to the Customer under any contract;
 - c. to unilaterally dissolve all current contracts in whole or in part and to take back the delivered goods by mere notification from its side;
 - d. to claim full compensation from the Customer for interest, damage and costs.
2. In the event that the Customer is in default, all claims of the Supplier

against the Customer will become immediately due and payable.

3. The Supplier stipulates for the benefit of and insofar as necessary, also on behalf of the other companies of which more than half of the ordinary share capital is held directly or immediately by the same holding company or which otherwise belong to the same group as the Supplier, that each of these companies shall act as joint and several co-creditor is entitled to all that the Supplier has or will receive from the Customer, whereby all joint and several creditors, and exclusively these, are separately entitled to compare this claim with a claim that the Customer may have against the creditor concerned, but exclusively on behalf of these creditors the Supplier is entitled to dissolve the agreement on the basis of the applicable provisions. Insofar as corresponding stipulations have been or will be made for the benefit of the Supplier, the Supplier accepts those stipulations.

12. Insolvency

1. If the Customer is declared bankrupt or applies for a moratorium or is apparently unable to fulfill its financial and/or other obligations or ceases its business, the Supplier will acquire the same rights and powers as pursuant to Article 11 in the event that the Customer defaults. The provisions of Article 11.2 also apply mutatis mutandis.

13. Liability and Indemnification

1. The Supplier's liability towards the Customer is expressly limited to what is legally mandatory, or to what the Supplier expressly acknowledges in these terms and conditions, in particular sub 8.1 and sub 8.2. Any further liability, whether for indirect damage, consequential damage, costs and interest is excluded.
2. Under no circumstances will the Supplier be obliged to pay a higher amount than it can recover from its insurers in respect of the damage for which it is held liable.
3. A claim under or in connection with an agreement to which these terms and conditions apply must be instituted by the customer within one year after the occurrence of the event from which the claim arises; if the term is exceeded, the claim will lapse.

14. Partial nullity

1. The nullity of any provision of these terms and conditions does not affect the validity of the other provisions of these terms and conditions.
2. If strict compliance with these terms and conditions is not always required by the Supplier, this does not mean that the Supplier waives the right to require strict compliance in any case.

15. Governing Law and Disputes

1. Dutch law applies to all agreements to which these terms and conditions apply.
2. All disputes that may arise as a result of an agreement to which these terms and conditions apply, will be settled by the competent Dutch court.