

General Terms and Conditions of Purchasing

Article 1 – Definitions

- 1.1 In these general terms and conditions of purchasing, InterChicken is defined as the private company with limited liability **InterPoole b.v., with registered office and place of business at Beneluxweg 5, 2411 NG Bodegraven, the Netherlands**, as well as all its affiliated businesses, and Vendor is defined as the party signing a copy of or otherwise accepting the validity of these general terms and conditions of purchasing.
- 1.2 For the purposes of these general terms and conditions, "Goods" refers to both the goods and services to be provided to InterChicken. "Agreement" is defined as: the arrangements established in writing between InterChicken and the Vendor relating to the delivery of Goods.

Article 2 - Applicability

- 2.1 Unless agreed otherwise in writing, all Agreements between the Vendor and InterChicken are subject to these general terms and conditions of purchasing.
- 2.2 Departures from these general terms and conditions are only valid if agreed in writing and only apply to the Agreements for which these departures are agreed.
- 2.3 If one or more provisions of these general terms and conditions of purchasing are invalid or otherwise non-enforceable, the remaining provisions remain in force undiminished. In that event, the parties will make every effort to reach consensus on a provision that approximates the invalid provision(s) as closely as possible.
- 2.4 The applicability of any general terms and conditions enforced by the Vendor is explicitly rejected, even if such terms and conditions have previously been referred to by the Vendor. Upon the acceptance of these general terms and conditions of purchasing, the Vendor also accepts the rejection of any such general terms and conditions previously referred to by the Vendor.

Article 3 - Amendments

- 3.1 Until such time as the Vendor has fully met its obligations under the Agreement, InterChicken is authorised, in consultation with the Vendor, to amend the Agreement in writing, in relation to areas such as:
 - the quantity of Goods to be delivered
 - the scope of the Goods to be delivered
 - the characteristics of the Goods to be delivered
 - the time of delivery
- 3.2 Amendments will be agreed in writing, or, if the amendments are agreed verbally, will be confirmed in writing by InterChicken. If, in the opinion of the Vendor, an amendment will reasonably have consequences on the agreed price and/or moment of delivery, then prior to implementing the amendment the Vendor will inform InterChicken thereof in writing as quickly as possible, and no later than within five days after notification of the desired amendment. In response to any such written notification from the Vendor, amendments will be agreed exclusively in writing, and thereafter will be an inextricable part of the Agreement. Failing timely notification by the Vendor in writing, the amendments notified by InterChicken in writing will be deemed to have been accepted after the lapse of a period of five business days.
- 3.3 Until the Vendor has fully met its obligations under the Agreement, InterChicken is entitled to dissolve the Agreement in full. In that event, InterChicken owes the Vendor the costs of materials, labour, overhead and profit markup (overhead and profit markup combined being a maximum of 10% of the total of the other costs) incurred by the Vendor in the performance of the Agreement up until the moment of dissolution, but under no circumstances exceeding the contracted price.
- 3.4 The Vendor may not make or implement any amendments without the prior written permission of InterChicken.

Article 4 - Transfer of obligations

- 4.1 The Vendor may only transfer an obligation under the Agreement to a third party with the prior written permission of InterChicken. Reasonable conditions may be attached to this permission.
- 4.2 In cases of transfer to a third party of any or all of the Vendor's obligations under the Agreement, Vendor is obligated to notify InterChicken of what securities are furnished for the deduction of VAT, wage tax and social insurance premiums as legally prescribed for employers.

Article 5 - Offers and orders

- 5.1 All offers of the Vendor include all costs of any nature whatsoever, and are considered irrevocable and without costs to InterChicken.

- 5.2 Drawings, images, catalogues and any other such data that may be provided by InterChicken remain the property of InterChicken at all times. Without the permission of InterChicken, no such data may be copied or otherwise duplicated, in whole or in part, excepting for internal use. The documents referred to above may not be shown, provided, or otherwise disclosed to third parties, nor utilized for any purpose other than that for which they were provided.
- 5.3 Arrangements with or commitments by representatives or subordinates of InterChicken are not binding on InterChicken unless such arrangements or commitments are confirmed by InterChicken in writing by personnel with signature authority.

Article 6 - Nature and scope of the Agreement

- 6.1 For the scope and nature of the Agreement, acceptance of the offer by InterChicken is binding.
- 6.2 The Agreement comprises only the delivery of the Goods explicitly agreed.
- 6.3 Supplemental to Article 4.2, InterChicken expresses the desire to purchase Goods of a certain scope, up to a certain weight, in certain numbers, or in a certain quantity, from the Vendor, based on indications and in consideration of its planning. Any departure from or supplement to the scope and nature of the Agreement as described in the Vendor's offer is not binding on InterChicken unless explicitly agreed between the parties in writing. If such departures are agreed in writing, InterChicken is authorised to adjust the agreed price, method of delivery and delivery period, as well as other elements of the Agreement.

Article 7 – Prices and conditions

- 7.1 The agreed prices are fixed and consequently cannot be subject to revision, are in euro, are exclusive of VAT and based on the Incoterms (most recent version) for delivery condition Delivered Duty Paid (DDP) at the agreed place of delivery.
- 7.2 In the event of increase of turnover and/or purchasing volume by InterChicken from the Vendor, the Vendor will offer InterChicken improved conditions. If the increased turnover/volume applies during a contract period, the Vendor will offer improved conditions between contract periods.

Article 8 - Delivery

- 8.1 Delivery will take place at the agreed time and at the place and time indicated by InterChicken on the order confirmation, in accordance with the Incoterms (latest version) delivery condition Delivery Duty Paid (DDP).
- 8.2 Unless explicitly agreed otherwise, delivery periods given by the Vendor are final deadlines. By virtue of failure to deliver on time, the Vendor is in default without written notice of default being required.
- 8.3 If the Vendor is aware or could be aware that the delivery will not take place by the expected time, the Vendor will notify this to InterChicken, both in writing and by telephone, as quickly as possible and no later than within 3 hours after becoming aware of the delay or after the Vendor could have been aware of the delay, stating the cause of the delay and the measures the Vendor proposes to prevent/counteract the delay or impending delay. The Vendor is liable for all damages suffered by InterChicken as a result of exceeding the delivery period or resulting from late notification as referred to above. InterChicken reserves the right to dissolve the agreement, in whole or in part, in the event of exceeding a delivery period or late notification of the exceeding of a delivery period. For every day of delay in the delivery, the Vendor owes to InterChicken an immediately exigible penalty of 2% of the total order amount, with a minimum of EUR 500 and a maximum of 10% of the total amount of the order. This penalty is owed to InterChicken without prejudice to all other rights or claims of InterChicken under the law, including the right to fulfilment of the Agreement and the right to compensation of damages. InterChicken is entitled to deduct this penalty and/or damages from the payment of the Vendor's invoice.
- 8.4 If partial deliveries are agreed for the delivery, every partial delivery will be of the same quality and composition, and will in all cases otherwise comply with the conditions agreed.
- 8.5 Packaging and delivery of the Goods will be carried out in the manner stipulated by InterChicken.
- 8.6 Insofar as required, and/or as applicable, Goods must be labelled with a clearly legible expiration date. The content of each batch of the same goods must be clearly labelled on the outside (including applicable expiration date).
- 8.7 For each delivery, the Vendor must provide to InterChicken a delivery receipt in at least two copies, under reference of the conditions stipulated by InterChicken.
- 8.8 All costs of packaging, clearing and delivery will be borne by the Vendor.

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- 8.9 The Vendor is obligated to take back all packaging used, including packing boxes, crates and the like. The Vendor must adapt the packaging to the latest environmental requirements on an ongoing basis, and must also use/consume as little packaging material as possible in accordance with the packaging tax regulation.
- 8.10 All deliveries by the Vendor to InterChicken are effected pursuant to the Incoterms (latest version) of the delivery condition Delivery Duty Paid (DDP). The ownership of and risk for the goods in question transfers to InterChicken immediately upon the signing of the delivery receipt. The price includes packaging tax.

Article 9 – Payment

- 9.1 The Vendor will invoice InterChicken after the date of delivery, in accordance with the instructions of InterChicken.
- 9.2 InterChicken will make payment within 28 days after the date of receipt of the Goods. If the Vendor delivers incorrect Goods and/or invoices incorrectly, InterChicken is at all times authorised to suspend its payment obligation at no cost.
- 9.3 Payment by InterChicken does not in any way constitute waiver of any right.
- 9.4 Non-standard payment arrangements are only binding on InterChicken where explicitly agreed in writing.
- 9.5 InterChicken may at any time deduct a payment owed to it by the Vendor, under any title whatsoever and regardless of currency, from an amount it owes.

Article 10 - Quality

- 10.1 The Vendor warrants that the Goods it delivers comply with the purchasing instructions of InterChicken, are in accordance with applicable provisions of law, are free of visible and invisible defects and are suitable for the purpose for which they are intended. Acceptance of the Goods by InterChicken is at all times under reservation of the rights of InterChicken concerning the correct quality and content.
- 10.2 InterChicken is authorised to approve or inspect Goods or product location(s), either itself or via a designated third party. Approval may be before, during or after delivery, and by InterChicken itself or a third party engaged by InterChicken. The Vendor will grant its cooperation and allow access to locations where the Goods are produced, administered and/or stored. Immediately upon request, the Vendor will provide all documents required for the determination of the quality of the Goods. The inspections (audits) will be documented in mutual consultation.
- 10.3 Any complaints in regard to fresh meat products must be registered with the Vendor by InterChicken within 24 hours after the defects in the product become apparent. For other Goods, InterChicken must register complaints with the Vendor after the defects in the Goods become known to InterChicken. If InterChicken and the Vendor cannot reach a consensus, InterChicken is authorised to have an independent investigation performed, with the costs of this investigation to be borne by the Vendor. Changes in product specifications may not be implemented by the Vendor without the prior written permission of InterChicken. Product specifications must be drafted in accordance with the requirements and formats of InterChicken.

Article 11 - Vendor

- 11.1 The Vendor and the third parties engaged with the consent of InterChicken must meet and will meet all requirements they have under applicable regulations, including but not limited to permits, as well as further requirements to be set by InterChicken in relation to the performance of their businesses, specifically in relation to the setup and procedure.

Article 12 - Liability

- 12.1 The Vendor is liable for all damages that may arise in relation to the performance of the obligations under the Agreement.
- 12.2 The Vendor indemnifies InterChicken against all claims of third parties based on a defect in any goods. The Vendor must take out adequate insurance against standard risks, including but not limited to fire, theft, water damage and liability (including product liability). Upon the request of InterChicken, the Vendor will submit to InterChicken a statement of the insurance company concerning the insurance policy/policies with a minimum coverage of EUR 2,500,000 or another amount as stipulated in the offer signed by the Vendor. All claims of the Vendor against the insurers of the objects under the insurances referred to above will be pledged to InterChicken if and as soon as InterChicken so requires, this pledge to be effected in the manner stipulated in Book 3, Section 239 of the Dutch Civil Code.
- 12.3 The Vendor unconditionally and irrevocably authorises InterChicken to take any measures deemed appropriate by InterChicken, also in the Vendor's name and at the Vendor's expense, in the event of complaints

- concerning the goods delivered or to be delivered by the Vendor and not further processed by InterChicken (in situations such as recall actions).
- 12.4 The Vendor indemnifies InterChicken against claims of third parties relating to alleged infringement of the intellectual property rights of such third parties in relation to the Goods delivered or to be delivered. The Vendor undertakes the obligation towards InterChicken to support InterChicken in such matters, both at law and extra-judicially.
- 12.5 Excepting in situations of intent and/or gross negligence of the board or supervising subordinates of InterChicken, the Vendor is also obligated to compensate InterChicken for all costs, damages and interest arising for InterChicken as the direct or indirect result of legal claims brought against InterChicken by third parties in relation to the performance of the Agreement. Pursuant to the Agreement, the Vendor is obligated to comply with an impleading by InterChicken.
- 12.6 The Vendor indemnifies InterChicken against claims of its customers in relation to the non-delivery, late delivery or unsound delivery by InterChicken to these customers resulting from the Vendor's non-delivery, late delivery or unsound delivery to InterChicken.
- 12.7 InterChicken is under no circumstances liable for any damages whatsoever, excepting in the case of intent or gross negligence on the part of the board or supervising subordinates of InterChicken.
- 12.8 Without prejudice to the provisions of the preceding paragraph, InterChicken explicitly rejects all liability for consequential loss or other indirect damages.

Article 13 - Force majeure

- 13.1 In the event of a non-attributable failure, the obligations of both parties will be suspended for a period of two weeks.
- 13.2 A party may only invoke non-attributable failure against the other if the party notifies the other party thereof as quickly as possible, and no later than 5 business days after the occurrence of the non-attributable failure, submitting the necessary documentation.
- 13.3 If the Vendor states that one or more of its failures are not attributable to it and InterChicken accepts this statement, InterChicken is still entitled to dissolve the agreement. In such a situation, neither party will recover damages from the other.

Article 14 - Confidentiality

- 14.1 All Agreements, orders and/or correspondence linked thereto, as well as all other information which the Vendor should reasonably understand to be confidential shall not be disclosed by the Vendor.
- 14.2 All explanatory information, product specifications, other specifications, designs, drawings, models, sketches, negatives, lithographs, information in image, tape or diskette format or any other materials and information carriers provided to the Vendor by InterChicken or used or produced for the purposes of InterChicken remain or become the property of InterChicken and will be deemed by the Vendor as strictly confidential and privileged. Such information may only be used by the Vendor for the purposes of InterChicken, and must be sent back to InterChicken in good condition immediately upon InterChicken's request.
- 14.3 The Vendor is obligated to impose the confidentiality obligation described in this article on its employees/subordinates and third parties that have obtained or are required to obtain the information referred to in the preceding paragraph, and the Vendor warrants that these employees/subordinates and third parties will comply with this obligation. This provision is also intended to serve as a third-party clause for the benefit of InterChicken.

Article 15 – Dissolution

- 15.1 Without prejudice to its right to compensation of damages, InterChicken may extra-judicially dissolve an Agreement with the Vendor, without judicial intervention and without itself being obligated to pay damages to the Vendor in regard to the dissolution, with immediate effect (i.e. without further notice):
- in the event of non-performance by the Vendor of any obligation towards InterChicken;
 - if, in the opinion of InterChicken, it is evident that the Vendor's financial position entails serious risks for InterChicken, excepting if the Vendor furnishes securities for these risks to InterChicken's satisfaction immediately upon the request of InterChicken;
 - in the event that prejudgment or executory attachment is levied against the Vendor;
 - if suspension of payments is applied for against the Vendor, or if the Vendor offers a settlement to its creditors, or in the event that the Vendor ceases or discontinues its business;
 - in the event of the bankruptcy of the Vendor or application for bankruptcy of the Vendor;

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f. in the event the Vendor is placed under curatorship, is closed down, is liquidated, is transferred in whole or in part, or if the Vendor's business or any business assets or receivables is/are the object of a pledge or undisclosed pledge.

- 15.2 The Vendor is obligated to compensate damages suffered by InterChicken as a result of the dissolution, excepting insofar as the dissolution results from non-fulfilment by the Vendor resulting from force majeure, otherwise in observance of the provisions set out in Article 13.

Article 16 - Applicable law and competent court

- 16.1 All offers, order confirmations and Agreements are subject exclusively to the law of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is explicitly excluded.
- 16.2 Excepting where prescribed otherwise by law, any disputes arising from the Agreements are subject to the adjudication of the competent court in Utrecht, with the understanding that InterChicken is entitled to submit claims (individually or simultaneously) against the Vendor to other judicial tribunals competent under national or international legal rules to hear such claims. The preceding does not preclude the parties' right to appeal and cassation.

These general terms and conditions have been filed at the Chamber of Commerce (KvK) in Leiden and can also be consulted on www.interchicken.com.