

General Terms and Conditions of Sale and Delivery of Storteboom Group

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Article 1 Applicability

1.1 These general terms and conditions of sale and delivery apply to all agreements in which one of the companies in the group of Storteboom Group B.V. (hereinafter each of them separately referred to as “Storteboom”) acts as vendor or delivers meat, meat products and/or other related items in another capacity, unless explicitly agreed otherwise. These general terms and conditions also apply to any negotiation and any other pre-contractual situation to which Storteboom is a party.

1.2. The applicability of general terms and conditions of the other party in the agreement concluded with the other party (hereinafter referred to as “Buyer”) is explicitly excluded. Storteboom can only be held to any stipulations deviating from these present terms and conditions in so far as they have been explicitly agreed in writing.

Article 2 Offer and conclusion of the agreement

2.1. Offers made by Storteboom are without obligation unless explicitly stated otherwise.

2.2. Offers are valid for no more than 30 days unless parties agree otherwise in writing. Offers cease to be valid after 30 days unless Storteboom explicitly states that it wishes to uphold an offer after expiry of that term.

2.3. Storteboom is only bound by juristic acts (including offers) if these were performed by authorised employees. Juristic acts performed by unauthorised employees can only bind Storteboom if it confirms these juristic acts.

Article 3 Delivery

3.1. The items sold are delivered in accordance with the agreed delivery clause. Unless Storteboom and Buyer agree otherwise the delivery clause is “ex factory”. For the purposes of these general terms and conditions “factory” shall be understood to mean every production site of Storteboom and/or storage facility used by Storteboom.

3.2 The delivery clause included in the agreement is interpreted in accordance with the Incoterms drawn up by the ICC (International Chamber of Commerce). For this purpose the most recently adopted Incoterms shall apply.

3.3. Storteboom is allowed to deliver items as partial deliveries. If items are delivered as partial deliveries, Storteboom is authorised to invoice each partial delivery separately.

3.4. Buyer has an obligation to buy. If Buyer fails to (timely) buy the items intended for it and offered to it for reasons not attributable to Storteboom, Storteboom is authorised to sell such items after fourteen (14) days from offering them. The proceeds of the sale replace the items up to the agreed purchase price. All costs and any reduced proceeds shall be for the account of Buyer. The above is without prejudice to any other rights Storteboom may have against the Buyer.

3.5. If Storteboom offers items for delivery to Buyer but Buyer fails to buy them for reasons not attributable to Storteboom, damage to such items or the full or partial loss of such items shall be and remain for the risk of Buyer as of the moment of offering.



Article 4 Prices

4.1 The prices charged by Storteboom are in the agreed currency. Unless specifically stated otherwise prices are exclusive of taxes and levies.

4.2 Unless Storteboom and the Buyer have agreed otherwise, the costs of loading, transporting and unloading the items sold as well as any packaging costs are not included in the price and are invoiced separately to the Buyer if Storteboom is held to load, transport, unload and package the items.

4.3 Storteboom is authorised to amend the agreed price if any changes occur in purchase prices (including foreign exchange losses), wages, social security contributions, (semi) government charges, import duties or other charges or in insurance, transshipment or freight rates between the time of the conclusion of the agreement and the time of delivery, regardless of whether these circumstances could have been foreseen.

Article 5 Packaging materials

5.1 If Storteboom makes transport equipment, pallets and/or returnable packaging materials (which, for the purposes of these general terms and conditions, explicitly include plastic pallets and/or plastic crates) available for delivery, the Buyer shall return this transport equipment, these pallets or these returnable packaging materials to Storteboom within the term that is usual for the product involved. Storteboom is entitled to charge a reasonable deposit for any transport equipment, pallets and/or returnable packaging materials used. The transport equipment, pallets and/or returnable packaging materials made available by Storteboom remain the property of Storteboom at all times. If Storteboom sends the Buyer an overview of the transport equipment, pallets and/or returnable packaging materials which the Buyer, according to Storteboom, still has in its possession, the Buyer shall be required, if it has any complaints about the correctness of the relevant overview issued by Storteboom, to submit them in writing and within 14 days from receipt thereof, failing which the Buyer's right to complain shall lapse and the overview issued by Storteboom shall be binding between parties.

5.2 If the transport equipment, pallets and/or returnable packaging materials are damaged before, during or after delivery of the items, Storteboom is entitled to charge the damages to the Buyer. If in the opinion of Storteboom the damage is irreparable or the situation involves a loss, Storteboom is entitled to claim the replacement value of the transport equipment, pallets and/or returnable packaging materials. 'Loss' shall also be understood to mean the situation in which the transport equipment, pallets and/or returnable packaging materials have not been returned to Storteboom within 60 days from invoice date.

5.3 The Buyer is not permitted to use any transport equipment, pallets and/or returnable packaging materials made available to it by Storteboom for its own purposes without the written consent of Storteboom.

5.4 The Buyer is responsible for making sure that the transport equipment, pallets and/or packaging materials made available to it meet the legal requirements and standards for safe and sound transport. The Buyer indemnifies Storteboom in this matter against any liability of Storteboom towards the Buyer and/or third parties. Storteboom is entitled to refuse the loading of transport equipment and the use of pallets and/or packaging materials if the transport equipment, pallets and/or packaging materials, in its opinion, do not meet said requirements and standards. In the event of such refusal Storteboom is not liable for any damage resulting from any delay caused by the refusal.



Article 6 Payment

6.1 Payment of the agreed price shall be made within the term agreed by parties. The term agreed by parties is stated on the invoice. The term stated on the invoice, therefore, shall be the agreed payment term, save for the Buyer's evidence to the contrary.

6.2 The Buyer is not entitled to settlement of, or the application of any deduction from or discount on, the agreed price as mentioned in the invoice.

6.3 The date of payment is the date when the amount owed is transferred to the account number mentioned in the invoice.

6.4 Storteboom is entitled to require that the Buyer provide sufficient security for fulfilment. The Buyer shall provide such security at Storteboom's first request. Storteboom is entitled to suspend fulfilment of its obligations until the Buyer has provided the security required by Storteboom.

6.5 If payment in instalments is agreed upon, any remaining instalments are immediately payable if:

- One or several instalments are not paid in time;
- A petition for the Buyer's bankruptcy or suspension of payments is filed, or if the Buyer requests that the Debt Rescheduling Act be declared applicable to it;
- Any of the Buyer's items are seized;
- The Buyer is dissolved;
- The Buyer's company is liquidated.

Article 7 Buyer's default

7.1 Parties agree that the payment term mentioned in article 6 above is a deadline. If the payment is not made within this term, therefore, the Buyer shall be in default without a notice of default being required.

7.2 If the payment term is exceeded, Storteboom is immediately entitled to the payment of interest which is set at 1.0% per month, or to the statutory interest if this should prove to be higher.

7.3 If the Buyer fails to pay on time, Storteboom is entitled to proceed to collection of the amount owed without a notice of default being required. If Storteboom decides to proceed to collection, the Buyer is obligated to pay the corresponding out-of-court costs to Storteboom. These costs are fixed at 15% of the principal sum owed.

7.4. Simply exceeding the delivery period does not cause Storteboom to be in default. Storteboom is not in default until it fails to deliver, for reasons attributable to it, within the further and reasonable period fixed by it in writing after the agreed delivery period. Buyer may only dissolve the agreement due to Storteboom's exceeding the delivery period, for reasons attributable to Storteboom and causing Storteboom's default, in so far as the agreement has not been fulfilled and maintenance of the part of the agreement that has not yet been fulfilled cannot be reasonably demanded of Buyer.

Artikel 8. Quality, inspection, complaints

8.1. The items delivered are considered sound if they meet the statutory veterinary quality requirements valid at the time of conclusion of the agreement and if they meet the explicitly agreed specifications and are suitable for the use specified by Buyer prior to or upon conclusion of the agreement.



8.2. Weight loss caused by refrigeration or deep-freezing is not considered a shortcoming if the weight loss does not amount to more than one (1) per cent. In this context weight loss can only be demonstrated by an official weight certificate showing that the items were weighed on a reliable public weighbridge upon or immediately following delivery. If the Buyer picks up the items to be delivered to it personally at Storteboom, Storteboom shall give it the opportunity, at its request, to weigh the items on the Storteboom premises or to have them weighed in the Buyer's presence. In the case referred to in the previous sentence Storteboom only accepts complaints regarding the weight in so far as the items were weighed on the Storteboom premises.

8.3. Buyer shall check the items bought (including their packaging) immediately after delivery for any faults or, as the case may be, check their quality. Buyer shall report any complaints regarding the items delivered immediately after delivery but no later than two days following delivery to Storteboom in writing. Buyer shall report any faults discovered within a term of thirty (30) days after delivery to Storteboom in writing immediately after their discovery, provided that Buyer demonstrates that the faults could not be discovered and reported earlier despite a thorough and expert inspection. Faults discovered later than thirty (30) days after delivery are not eligible for compensation.

8.4. All claims lapse six (6) months after delivery in all cases.

8.5. If the Buyer uses, re-sells or processes the items delivered, these items are considered accepted by it.

8.6. Buyer loses all rights it would have in the event of any faults regarding the items delivered if it fails to report a complaint within the term given in clause 3 above or if it has accepted the items delivered.

8.7. Complaints in accordance with this article do not relieve Buyer of its payment obligation.

Article 9 Retention of title, securities and right of pledge

9.1 All items delivered by Storteboom remain the property of Storteboom until the Buyer has paid the invoices in consideration of the items delivered or to be delivered by Storteboom to the Buyer under agreements.

9.2 All items delivered by Storteboom also remain the property of Storteboom until Buyer has paid the invoices in consideration of any work performed or to be performed by Storteboom under an agreement concluded to that end.

9.3 All items delivered by Storteboom also remain the property of Storteboom if Storteboom has any claims against the Buyer due to the latter's failure to comply with the agreements mentioned in clauses 1 and 2 above. This also includes claims due to fines, interest and costs.

9.4 If Buyer fails to fulfil any of its obligations towards Storteboom under the agreement with respect to items delivered or work to be carried out, Storteboom is entitled, without a notice of default being required, to take back the items delivered. Buyer authorises Storteboom to access the places where these items can be found and also undertakes to give its full cooperation to the hand-over of the items delivered. Storteboom never owes Buyer any compensation for this (for example, for storage or refrigeration).

9.5 If the retentions of title mentioned earlier in this article are lost for any reason whatsoever, for example because items whose title was retained are lost as independent objects, Buyer is held to provide Storteboom, at its first request, with a (first) right of pledge, including on items that have come in the place of lost items. Buyer is held to provide this right of pledge for everything it owes or shall owe Storteboom for any reason whatsoever.



Article 10 Liability

10.1 Storteboom is not liable for any damage sustained by Buyer due to the delivery, reception, storage, use or processing of the items delivered, save for intention or gross negligence of one of Storteboom's executive officials.

10.2 Storteboom is not liable for consequential damage sustained by Buyer or third parties as a result of shortcomings in the items delivered, save for intention or gross negligence of one of Storteboom's executive officials.

10.3 If Storteboom is liable towards the Buyer due to an attributable shortcoming in its fulfilment of the agreement, it shall in no case whatsoever be liable for an amount that exceeds the amount on the invoice for the delivery involved. In the event of faults in the items supplied Storteboom is entitled to re-deliver similar items that do comply with the agreement or to give a discount on the original purchase price related to the nature of the fault.

10.4 In all cases Storteboom can be held liable only in so far as its business liability insurance entitles it to payment as the occasion arises.

10.5 Buyer indemnifies Storteboom against all third-party claims in connection with items delivered to it by Storteboom or services provided for it, at least in so far as the damage is not for the account of Storteboom due to its relation with Buyer.

Article 11 Dissolution and suspension

11.1 If Storteboom foresees that it shall not be able to fulfil its obligations under the agreement it is entitled, without judicial intervention, to dissolve the agreement within 14 days after its conclusion. In such a case Storteboom is also entitled, entirely at its own discretion and without judicial intervention, to suspend execution of the agreement with a maximum of four months. Storteboom shall notify Buyer of the suspension in writing within 14 days.

11.2 Without prejudice to the entitlement mentioned in clause 1 above Storteboom is entitled at all times to dissolve the agreement (out of court) if under circumstances not attributable to Storteboom it is not able to fulfil its obligations under the agreement. Circumstances that are not attributable to Storteboom shall include, without limitation, the circumstance that Storteboom, as a result of restrictive import and export measures which may or may not have been imposed by the government or any body under international law by whose decisions Storteboom is directly or indirectly bound, is unable to fulfil its obligations or, as the case may be, to deliver. Circumstances not attributable to Storteboom are also understood to mean, among other things, war, the threat of war, civil war, riots, strikes, employee lockouts, transport problems, fire, unworkable weather, revolutions, piracy, natural disasters in general, avian influenza and other (epidemic) animal diseases which may affect Storteboom's operations, terrorist actions, explosions, acts of war, water damage, floods, sit-down strikes, lockouts, import and export restrictions, government measures, defects to machineries, disruptions in the supply of energy, all at Storteboom as well as third-party companies where Storteboom purchases the items necessary for its operations, as well as during storage or transport, whether or not under its own management, and furthermore all other causes that occur through no fault of Storteboom and outside Storteboom's risk area.

11.3 If Buyer fails to (timely) fulfil its obligations under the agreement Storteboom is entitled to dissolve the agreement with the Buyer without a notice of default being required. Storteboom is also entitled to dissolve the agreement with Buyer if Buyer refuses to provide the security required by Storteboom as referred to in article 6, clause 4.



11.4 Storteboom is also entitled to dissolve the agreement with the Buyer if Buyer is declared bankrupt; or if it is granted suspension of payments; or if Buyer requests that the Debt Rescheduling Act be declared applicable to it; or if the Buyer's company is liquidated; or if the Buyer is dissolved.

11.5. Buyer can only dissolve the agreement for reasons of shortcomings attributable to Storteboom in so far as Storteboom, even after a written demand, fails to remedy the shortcomings within a term that is reasonable considering all circumstances and maintenance of the agreement cannot be reasonable demanded of Buyer.

Article 12 Applicable law and competent Court

12.1 Dutch law applies to the agreement between Storteboom and Buyer, unless explicitly agreed otherwise.

12.2 The Vienna Sales Convention (CSIG) does not apply between Storteboom and Buyer.

12.3 All disputes arising from or related to the agreement concluded between Storteboom and Buyer will exclusively be brought before the competent Court of Groningen, the Netherlands, unless Storteboom decides it wishes to bring the dispute to another Court.

12.4. Translations of these General Terms and Conditions of Sale and Delivery can be put into circulation. However, the Dutch text is binding in all cases.

