

GENERAL TERMS AND CONDITIONS OF THE LIMITED LIABILITY COMPANY LA VENEZIA IJS B.V., WITH ITS REGISTERED OFFICE AND PLACE OF BUSINESS IN BEUNINGEN

Article 1 Applicability of these conditions.

- 1.1 These general terms and conditions shall exclusively apply to all offers made by La Venezia IJS B.V., hereinafter referred to as the "seller", all agreements concluded with the seller, the execution of these agreements and all other obligations involving the seller. The applicability of any terms and conditions used by the other party, however designated, is hereby explicitly excluded.
- 1.2 Any deviations from these General Terms and Conditions may only be agreed upon in writing and shall only be valid after explicit written confirmation by the seller.

Article 2 Quotations.

- 2.1 The quotations made by the vendor are without obligation, unless they contain a term for acceptance. If the offer contains the notification that the quotation is made without obligation, and this offer is accepted by the buyer, the seller is entitled to revoke the offer within two working days after receiving notification of acceptance.
- 2.2 Without prejudice to the provisions in the previous sentence, an order for the seller shall only become binding after the seller has accepted the order in writing or has commenced the execution of that order.
- 2.3 The prices mentioned in a quotation are exclusive of VAT and packaging costs unless otherwise indicated.
- 2.4 The contents of price lists, brochures, printed materials, etc. of the seller are not binding to the seller, unless explicit reference is made to this content in the agreement. Any new price quotation from the seller shall supersede the previous one.

Article 3 Concluding agreements.

- 3.1 The agreement is concluded when the seller sends written confirmation that the order has been accepted.
- 3.2 The written confirmation referred to in paragraph 1 of this article can only be lawfully provided by a legally authorized representative of the seller or by a proxy designated for this purpose by the legally authorized representative of the seller.
- 3.3 Oral commitments by and agreements with subordinates of the seller, insofar as they are not authorized representatives or do not have an explicit mandate, are not binding to the seller until and to the extent that they have been confirmed in writing by the authorized representatives of the seller.

Article 4 Delivery and delivery time.

- 4.1 The buyer is obliged to accept the goods offered to them by the seller.
- 4.2 Delivery shall take place ex company of the seller, unless otherwise agreed.
- 4.3 The transport and delivery of the sold products shall be carried out at the expense and risk of the buyer, unless otherwise explicitly agreed in writing. The buyer must take out insurance for the activities mentioned in the previous sentence.
- 4.4 The delivery times given by the seller are always approximate and indicative. The agreed delivery time is not a strict deadline, unless otherwise explicitly agreed in writing. The buyer shall not be entitled to dissolve the purchase agreement and/or claim compensation due to the delivery times provided by the seller being exceeded. If the goods are not delivered on time, the buyer must give the seller notice of default in writing and agree to a new reasonable term for delivery.
- 4.5 The seller is permitted to deliver the sold goods in parts. If the goods are delivered in parts, the seller is permitted to invoice each part separately.
- 4.6 Deliveries on demand must be expressly agreed upon, with the data of the seller's records being decisive.

Article 5 Complaints and warranty.

- 5.1 The seller guarantees that the products comply with the statutory veterinary requirements/approval regulations applicable in the Netherlands and/or within the EC.
- 5.2 The seller must inspect the purchased goods upon delivery or have them inspected. The buyer must check, among other things, whether the delivered goods comply with the agreement, i.e.:
- whether the right goods were delivered;
- whether the delivered goods correspond to what was agreed in terms of quantity;
- whether the delivered goods comply with the agreed quality requirements.
- 5.3 Any shortcomings in or visible damage to the delivered goods and/or the package must be immediately - within two days after delivery - reported to the seller in writing by the buyer. After the expiration of this term, any right to complain shall lapse. The buyer must give the seller the opportunity to rectify any shortcomings discovered.
- 5.4 Minor deviations in quality, quantity, size, colour, size, etc. that are admissible on the market or are technically *unavoidable* cannot constitute grounds for complaint.
- 5.5 A complaint must be accompanied by a reference to the number and date of the invoice on which the relevant goods have been charged to the buyer.
- 5.6 The buyer is obliged to fully cooperate with the investigation into the shortcomings.
- 5.7 If the seller deems the complaint to be justified, the seller shall opt to either replace the goods or pay the buyer an amount not exceeding the invoice value.
- 5.8 With regard to complaints, each partial delivery shall be considered a separate delivery.
- 5.9 The buyer is not entitled to send goods delivered to them back to the seller without prior written permission from the seller. Any goods sent back without the seller's permission shall be refused by the seller. The return shipment must be delivered within five days after receipt of the statement of approval from the seller. Return shipments are transported at the expense and risk of the buyer and must be sent postage paid. In the case of a return shipment, the buyer is obliged to ensure careful packing, shipping and cooling, as prescribed by the seller.

Article 6 Prices

- 6.1 All prices are exclusive of VAT and packaging and transport costs unless otherwise stated in the quotation or order confirmation.
- 6.2 In the event of demonstrable changes to one or more factors for determining the cost price, such as an increase in purchase prices, exchange rate changes, an increase in wages, an increase in import duties, other duties and taxes, charges, freight, storage and cooling costs, etc. after the agreement is offered or concluded, the seller is entitled to change the agreed prices accordingly. All this shall be done to the extent permissible by law and regardless of whether or not the change could have been foreseen by the seller at the time of the conclusion of the agreement. The seller must notify the buyer of said changes in writing. In that case, the buyer shall not be entitled to dissolve the agreement unless the price increase exceeds 15%. The dissolution must take place in writing and immediately after the buyer has received notice of the price increase.

Article 7 Payment.

- 7.1 All payments must be made by crediting the payable amount to a bank account specified by the seller. Payment must be made in euros, including VAT. The value date indicated on the seller's bank and/or giro statements is decisive for determining the date of payment. If no (other) payment term has been set by the seller, payment must be made within fourteen days after the invoice date.
- 7.2 If the amount due according to the invoice is not paid within the period mentioned in paragraph 1 of this article, the buyer is in default without any summons or prior notice of default being required. From the day on which the buyer is in default, the buyer shall owe the statutory interest rate plus 2% on the amount owed.
- 7.3 The buyer is not entitled to any discount or compensation, however designated, unless this is permitted in writing by the seller.
- 7.4 In the event of bankruptcy or suspension of payment on the part of the buyer, the obligations of the buyer shall be immediately due and payable.
- 7.5 The payments made by the buyer shall first be used to settle all interest and costs owed, and secondly to settle payable invoices that have been outstanding for the longest amount of time, even if the buyer states that the payment concerns a later invoice.

- 7.6 After the conclusion of the agreement, the seller is entitled to demand security from the buyer if the seller has a well-founded fear that the buyer will not fulfil his obligations towards the seller or will not do so on time. If and as long as the buyer refuses or is unable to provide security in that case, the seller shall be entitled to suspend the fulfilment of their obligations.
- 7.7 If the amounts owed by the buyer are not paid (in full or on time), all extrajudicial (collection) costs (including the costs incurred for drawing up and sending reminders, negotiating a settlement and other actions to prepare for a possible legal procedure) and any legal costs shall be borne by the buyer. The extrajudicial collection costs are calculated on the basis of the Voorwerk II report and are increased by registration costs amounting to € 25.00.

Article 8 Force majeure.

- 8.1 The seller cannot be blamed for any shortcomings in the implementation of the agreement if these shortcomings cannot be attributed to them or if the failure is not the fault of the seller according to the law, the agreement or common opinion.
- 8.2 Force majeure shall be understood to mean any circumstance beyond the control of the parties and/or unforeseen circumstance that permanently or temporarily prevents the fulfilment of the obligations to which these General Terms and Conditions apply. Force majeure includes at least work strikes, sit-in strikes, excessive sick leave of personnel, transport difficulties, riots, willful damage, fires, water damage, defects in machinery, failures in the supply of energy, government measures, including at least import and export impediments, sales prohibitions and all other operational failures, either on our own premises or the premises of our suppliers, as well as any breach of contract by our suppliers that prevents us from reasonably meeting our obligations towards the other party (on time).
- 8.3 If the performance is delayed for longer than one month due to force majeure, each of the parties, under exclusion of further rights, is entitled to terminate the agreement in accordance with the law, without the seller being obliged to pay any compensation for damage suffered by the buyer or third parties.
- 8.4 If, at the onset of the force majeure, the seller has already partially fulfilled their obligations, or can only partially fulfil their obligations, the seller is entitled to separately invoice the already delivered part or the part to be delivered, and the buyer is obliged to pay the invoice as if it were a separate contract.

Article 9 Liability.

- 9.1 Subject to provisions of mandatory law, and except in the case of intent or gross negligence on the part of the seller, the seller is not obliged to offer compensation for any direct or indirect damage of any kind whatsoever, including trading loss, damage due to a standstill, damage due to delays, damage to movable or immovable assets, or to persons - of both the other party and third parties - not even if such damage is caused by intent or gross negligence on the part of the subordinates of the seller, or third parties and/or ancillary items used by the seller in the implementation of the agreement.
- 9.2 The damage shall only be eligible for compensation up to the amount of the insurance payment if the seller is insured against such damage.
- 9.3 The buyer is obliged to indemnify the seller against and hold the seller harmless from all costs, damage and interests that may directly or indirectly arise for the seller as a result of claims by third parties against the seller for which the seller is not liable according to these conditions.

Article 10 Storage.

- 10.1 The buyer is obliged to comply with the instructions provided by the seller regarding packaging, cooling, storage, monitoring, expiration dates, etc.

Article 11 Dissolution.

- 11.1 In cases in which the other party;
a) is declared bankrupt or has filed a request to that effect, assigns an estate, files or has filed a request for suspension of payment or has been granted (provisional) suspension of payment, or has had the whole or part of their property seized;
b) passes away or is placed under guardianship;
c) does not fulfil an obligation to the seller, does not fulfil it in on time or does not fulfil it correctly;
d) fails to pay an invoice amount or part of that amount within the period specified for that purpose;
e) ceases or transfers their business or an important part thereof - including the contribution of their company to an existing company or a company that has yet to be founded - or changes the objective of their business, the seller has - due to the mere existence of any of the circumstances listed - the right to suspend the execution of the agreement or to consider the agreement dissolved without any legal intervention being required, or to demand the full payment of any amount owed by the other party on the basis of the deliveries made by us, immediately and without any warning or notice of default being required, and/or to reclaim the delivered goods as their property and to have these goods returned, all without prejudice to the other rights to the reimbursement of costs, damages and interests.
- 11.2 In order to ensure that the seller is able to exercise the right to take back the goods referred to in the previous paragraph, the buyer shall grant the seller permission to enter their premises and buildings where the goods are located in order to exercise this right.

Article 12 Ownership transfer and retention of title.

- 12.1 All goods delivered by the seller to the other party shall remain the property of the seller until the other party has met all of its obligations towards the seller on any basis whatsoever. With the exception of the other provisions of this article, ownership of the goods shall only pass to the other party upon full payment - in accordance with the provisions of article 7 of these General Terms and Conditions - of all amounts that the other party, for whatever reason, owes the seller and the future claims of the seller against the other party, including interest and costs, and, in the event of a current account, delivery is made until the settlement of any balance payable by the other party.

- 12.2 The other party is obliged to store the delivered goods in a clearly demonstrable manner in accordance with the cooling instructions given by the seller. If the seller demands the return of the goods in accordance with provisions of the General Terms and Conditions, these goods must immediately be made available to the seller.
- 12.3 The products delivered by the seller can, as long as the other party has not yet fulfilled all their obligations towards the seller, be sold or used by the other party in the normal course of their business operations, but may not be given as collateral, used as security for the payment of a claim from a third party, or otherwise encumbered or disposed of.

Article 13 Applicable law.

- 13.1 All offers made by the seller, agreements concluded with the seller and other obligations involving the seller, as well as the fulfilment thereof, are exclusively governed by the law of the Netherlands, with the exception of the Vienna Convention.

Article 14 Disputes.

- All disputes, both factual and legal, shall be settled by the competent court of the district of 'S-Hertogenbosch, insofar as permitted by law.