

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF VERBEEK kuikens en hennen Nederland B.V.,

VERBEEK'S BIO Europe BV AND VERBEEK Hatcheries International B.V.

(Version 01.01.2024)

Definitions

Supplier:	the private limited liability company Verbeek kuikens en hennen BV., Verbeek's Bio Europe B.V. and Verbeek Hatcheries International B.V.
Buyer:	the buyer from the supplier or the party with which the supplier has or will have a contractual relationship and/or a relationship under the law of obligations.
Goods:	all goods sold and/or delivered by the supplier to the buyer, including animals, such as hens, cocks (including dead cocks), chicks, eggs (including hatching eggs, candled eggs, vaccine eggs and consumption eggs) and veterinary products.
Hens:	the hens/ cocks and/or chicks sold and/or delivered by the supplier to the buyer.
Services:	all services that are offered by the supplier, including blood drawing, veterinary guidance, poultry support and transport services.
Complaints:	the notification of objections concerning deviations of the buyer.

Article 1 Applicability, offers

- 1.1 These general terms and conditions shall apply to all offers made by the supplier, their acceptance and also any former, existing or future legal relationship(s), contractual or under the law of obligations, between the supplier and the buyer, including the delivery of services, goods and hens.
- 1.2 These general terms and conditions of the supplier apply at all times. The applicability of general terms and conditions of the buyer is explicitly rejected.
- 1.3 All offers are valid in conformity with the term of validity set in the offer, unless stated otherwise in the offer.
- 1.4 A contract is concluded as soon as the supplier receives the acceptance of the offer.
- 1.5 All offers of the supplier shall be entirely without engagement and may always be revoked by the supplier, even if they contain a period for acceptance.

Article 2 Delivery and risk

- 2.1 Unless otherwise agreed in writing, delivery shall take place at the location of the buyer's company or business.
- 2.2 In so far as transport is carried out at the buyer's risk and expense, delivery shall take place at the time of loading. In so far as the supplier bears the risk and expense of transportation, delivery shall be made at the time of unloading. In the case of air carriage, the delivery shall be made at the time of unloading at the relevant airport, unless the buyer bears the risk and expense of the carriage from the time of loading.
- 2.3 The buyer bears the risk of the delivered goods from the time of delivery.
- 2.4 The times of delivery stated by the supplier always qualify as approximations. The supplier is in no case liable for any damage suffered by the buyer as a result of late delivery. Furthermore, the stated delivery term is in no case a final deadline. In the event of non-fulfilment, the buyer must always send the supplier notice of default.
- 2.5 If the buyer refuses to take receipt of the goods that it has purchased, the supplier shall be entitled to dissolve the contract concluded between the parties extrajudicially, in writing, without prejudice to the supplier's right to claim the damage it has suffered from the buyer. The supplier also has the right to sell the goods to a third party and to claim the difference in the sale price from the buyer by way of compensation for damage.

Article 3 Inspection of hens

- 3.1 In the event that the goods bought by the buyer are hens, the buyer shall be entitled, when the supplier has notified it of the delivery date, to provide for inspection of the hens to be delivered to it by a research institution to be jointly appointed by the parties, or by the Animal Health Service. The age of the hens to be examined will be determined by agreement.
- 3.2 Inspection of the hens shall be possible up to three days before the delivery date. The buyer shall be entitled to be assisted during the inspection by an (expert) third party.
- 3.3 The right to inspect the hens shall end on expiry of the period referred to in Article 3.2.
- 3.4 If and in so far as the buyer claims that hens are of poor health and/or of poor quality, an arbitration tribunal consisting of three persons, as referred to in Article 10, shall issue an award that is binding on the parties. In view of the urgent nature, the parties shall be obliged to designate one (expert) arbitrator each within 4 days of the notification of the supplier by the buyer that it refuses the brood of hens owing to poor health and/or poor quality. These arbitrators shall appoint the third arbitrator themselves. The parties shall render all necessary co-operation to enable the arbitration tribunal to issue a binding award as soon as possible.
- 3.5 Post-vaccinal reactions shall in no case entitle the buyer to refuse hens and/or to engage the arbitration tribunal referred to in Article 3.4.
- 3.6 Selected hens shall be deemed not to have been delivered.
- 3.7 The culling of hens is permitted up to a maximum of 7 days after the hens have been delivered.
- 3.8 The buyer is obliged to inform the supplier of the number of hens culled immediately after the culling.
- 3.9 No later than at the time of invoicing of the buyer for the hens purchased, the supplier shall provide the buyer with a review showing the inoculations that the delivered hens have received.

Article 4 Price and payment

- 4.1 In so far as delivery of goods on the basis of a contract concluded between the supplier and the buyer takes place three months after the date on which the contract was concluded, the supplier shall always be entitled to raise the agreed price, especially in the event that cost-price increases have been passed on to the supplier or cost-affecting measures have been imposed by the authorities.
- 4.2 The supplier has the right at all times to raise or lower the agreed price in accordance with any increases or decreases in feed prices during the breeding period.
- 4.3 The supplier has the right to raise or lower the agreed price in proportion to the number of days that the young hens are older or younger than the agreed age.
- 4.4 Payment must be made on or before the expiry of the due date shown in the invoice.

- 4.5 The buyer is in no case entitled to any set-off and/or suspension of outstanding payments.
- 4.6 Payments received from the buyer shall first be deducted from expenses and default interest. Payments received shall subsequently be used to settle the oldest outstanding invoices first.
- 4.7 Solely through the expiry of the payment term without payment, the buyer is deemed to be in default. In the event of 'late' payment, the buyer shall owe the supplier default interest at a rate equal to the statutory commercial interest rate pursuant to Article 6:119a of the Dutch Civil Code.
- 4.8 In the event of 'late' payment, the buyer is furthermore required to pay all extrajudicial costs necessarily incurred by the supplier, which will be calculated at least in conformity with the Standardisation of Extrajudicial Collection Costs Act.
- 4.9 Without the supplier's explicit permission, the buyer is in no case entitled to proceed to assignment, as described in Article 3:94 of the Dutch Civil Code.

Article 5 Suspension/dissolution, surety

- 5.1 If the buyer defaults on fulfilment of one or more of its obligations to the supplier:
 - a) the supplier's fulfilment obligations shall automatically and immediately be suspended until the buyer has met its obligations to the supplier in full, including the payment of interest and expenses;
 - b) the supplier shall be entitled to demand immediate payment and/or adequate surety from the buyer for fulfilment of its obligations, for instance in the form of a bank guarantee to be issued by a reputable banking institution or, if the supplier so wishes, to require the buyer to co-operate in the pledging of goods that it owns and/or of its claims against third parties, for example through the establishment of rights of pledge on egg earnings. The buyer shall be obliged to make the desired payment and/or to co-operate in the (provision of) the surety required by the supplier;
 - c) the supplier shall have the right to dissolve the contract(s) concluded between the parties, in writing, extrajudicially, without prejudice to the supplier's right to claim compensation from the buyer.
- 5.2 Furthermore, one of the parties, or the supplier alone, may terminate/dissolve the contract with the other party with immediate effect and without stating its reasons if:
 - a) the other party is declared insolvent;
 - b) the other party applies for and/or is granted a (provisional) suspension of payments or the buyer is admitted to the scheme under the Debt Rescheduling (Natural Persons) Act;
 - c) the other party is liquidated or actually discontinues its business activities;
 - d) following written notice of default, the other party remains in default on the fulfilment of its obligations;
 - e) the supplier has good reason to fear that the buyer will not fulfil its obligations;
 - f) at the time of conclusion of the contract, the supplier requested surety for compliance with the contract and this surety fails to materialise or proves to be insufficient.

Article 6 Retention of title

- 6.1 All the goods supplied by the supplier to the buyer shall remain the supplier's property and their ownership shall pass to the buyer only after the buyer has met all its obligations to the supplier in full, including full payment of all that the supplier can claim pursuant to all contracts that it has concluded with the buyer and all work performed or services rendered in that regard, including interest, expenses and any compensation for damage.
- 6.2 All goods delivered and/or sold by the supplier to the buyer may immediately be reclaimed by the supplier if the buyer has not fulfilled its obligation(s) or there is reason to presume that the buyer will not fulfil its obligation(s). If goods delivered and/or sold by the supplier to the buyer are recovered, they shall be credited on the basis of the value that the goods prove to have at the time when they are recovered. The above shall also apply in the event of liquidation, bankruptcy, suspension of payments and/or application of the Debt Rescheduling (Natural Persons) Act and/or if the buyer becomes subject to a guardianship order or administration order.

Article 7 Guarantees and notice of objections (Complaints)

- 7.1 In the event of delivery of day-old chicks, depending solely on hatching results, a deviation from the agreed number of animals to be delivered is permissible up to a maximum of 3%.
- 7.2 In the event of delivery of young hens, the deviation referred to in paragraph 7.1 above may be a maximum of 1% higher and a maximum of 3% lower, depending solely on hatching and/or rearing results. If there is any upward deviation as referred to in this paragraph, the buyer shall, however, not be obliged to take more animals than agreed if the buyer would in that case be acting in violation of the permits granted or the quota assigned to it.
- 7.3 Complaints in connection with deviating quantities may only be submitted by the buyer within eight days of the actual delivery.
- 7.4 In the case of a contract for delivery and acceptance of sexed day-old chicks for laying or for reproduction, the supplier guarantees that no more than 2% of the chicks delivered will be cockerel chicks.
- 7.5 If more than 2%, but no more than 5% of cockerel chicks have been delivered, the supplier shall reimburse the invoice price for the cockerel chicks charged as hen chicks.
- 7.6 If more than 5% of cockerel chicks have been delivered, the supplier shall reimburse double the invoice price for the cockerel chicks charged as hen chicks. Complaints with regard to the delivery of too many cockerel chicks must be submitted to the supplier within ten weeks of the actual delivery of the day-old chicks.
- 7.7 In all cases the supplier shall be entitled to check the accuracy of the buyer's complaint, in the manner least troublesome for the buyer. The buyer shall be obliged to co-operate with this.
- 7.8 The supplier guarantees with regard to the day-old chicks that it has sold and/or delivered that losses during the first seven days following delivery shall not exceed 2%. If the losses do exceed 2%, the supplier, at its own discretion, shall pay the buyer compensation for the excess equal to the invoice price of the lost day-old chicks or shall deliver new day-old

- chicks within one week of receiving the buyer's notification as compensation for these excess losses.
- 7.9 Complaints concerning excess losses of day-old chicks must be submitted by the buyer immediately on occurrence of the first symptoms but no later than eight days after the actual delivery of the chicks by the supplier.
- 7.10 All complaints must be made in writing by means of registered mail or by email and, in so far as no other provision is made for this in these general terms and conditions, within 8 days of the detection of the defect or shortcoming.
- 7.11 The contract may provide that the young hens must have an agreed average weight at the time of delivery.
- 7.12 The average weight shall be determined by weighing 1% of the number of animals of the relevant brood, on the understanding that at least one hundred and at most two hundred animals shall be weighed. The animals to be weighed must be a representative sample of the brood. The weighing must be performed within three working days prior to the date of delivery.
- 7.13 Guarantees given by the supplier shall lapse if:
- the damage or the defects are the result of a choice of the goods and/or method of work prescribed by the buyer to the supplier;
 - work has been or is being performed for the goods by parties other than the supplier or its personnel;
 - damage to or defects of the goods are the result of injudicious acts or default on the part of the buyer or its personnel;
 - damage or defects are the result of diseases whose presence could not reasonably have been prevented by the supplier or could not reasonably have been suspected at the time of the delivery;
 - the buyer fails to comply with any obligation pursuant to this contract or to any related contract, or fails to do so in full;
 - damage to or defects of the goods are the result of unsound materials or goods that have been made available by the buyer.
- 7.14 The guarantee entails that, at its own discretion, the supplier will repair the damage at its own expense, or recover and credit part or all of the goods delivered, or replace these with a new delivery at the earliest opportunity.
- 7.15 If the supplier replaces goods in order to fulfil its guarantee obligations, the goods to be replaced shall become the supplier's property.
- 7.16 Complaints or claims of the buyer shall not entitle the buyer to suspend the payment of the invoices sent to it by the supplier or to set off amounts payable.
- 7.17 All the buyer's claims or legal actions must be brought within 12 months of delivery, failing which these claims or legal actions shall lapse.

Article 8 Liability

- 8.1 The supplier's liability for damage of the buyer is limited at all times to an amount equal to the net invoice value of the goods that have been delivered in the relevant case by the supplier to the buyer, less the amount of any invoice discount and/or payment discount granted by the supplier to the buyer in respect of the regular price charged by the supplier. However, the maximum liability of the supplier is limited to an amount of €50,000, including the possible repayment obligation of the supplier on account of a claim for dissolution of the contract.
- 8.2 The limitation of damage as referred to in Article 8(1) above shall also be limited in proportion to the number of goods that do not meet the requirements to be reasonably imposed for these. In the event that, for instance, one hundred hens do not meet the requirements to be reasonably imposed for them, the supplier's liability for the buyer's damage shall be limited to a maximum of the net invoice value of those one hundred hens.
- 8.3 The supplier is in no case liable for any damage of the buyer if the hens could be or become defective as a result of feed purchased by the buyer, its establishment or management factors.
- 8.4 Trading loss, including loss of income, shall in no case qualify for compensation. The supplier is in no case liable for any damage suffered by third parties (affiliated to the buyer). The buyer indemnifies the supplier in respect of any claims originating with third parties for compensation for damage suffered by those parties.
- 8.5 The supplier is in no case liable for any damage as a result of a disease of the hens, the presence of which could not/cannot be prevented by the supplier and/or could not/cannot be detected by the supplier at the time of delivery, unless the buyer has plausibly shown that the customary precautions were not taken by the supplier, or the buyer provides conclusive evidence that the defect already existed at the time of delivery of the hens.
- 8.6 The supplier is in no case liable for the consequences of a disease if this disease has been caused by an infection inside the buyer's business.
- 8.7 The supplier is in no case liable for any damage resulting from a specific vaccination (autogenous vaccines) of the hens, the producer of which and the vaccine applied could not/cannot be determined by the supplier itself.
- 8.8 The supplier is not liable for any damage to property of the buyer, damage to property of third parties, trading loss or business interruption loss, or any other consequential loss and damage as a result of liability in respect of third parties.
- 8.9 In so far as the buyer does not meet one or more provisions of these general terms and conditions, or fails to do so in time, the supplier shall not be liable in any way for damage suffered by the buyer or by a third party.
- 8.10 The supplier is in no case liable for any damage of the buyer arising or that could arise because the buyer does not comply or has not complied with its statutory obligations, including obtaining and maintaining licences awarded or to be awarded to it.
- 8.11 In the case of deliveries that must be made outside the Netherlands to a buyer established elsewhere, the supplier is in no case liable for damage of the buyer that follows from failure to comply with legislation in force in the country of delivery. If the buyer has informed the supplier of the relevant legislation at least four weeks prior to the delivery, the supplier's liability shall be limited in accordance with the above provisions in this Article. The same shall apply if goods are delivered by the supplier to a buyer established outside the Netherlands and these goods may not be delivered/imported pursuant to legislation in force in the country of receipt.
- 8.12 The buyer indemnifies the supplier with regard to any claim pursuant to the provisions in Article 6:185 to Article 6:193 of the Dutch Civil Code (product liability).
- 8.13 In so far as the supplier, by way of derogation from the above provisions, is nevertheless held liable for damage in a certain case by a judicial body, its liability for damage is expressly limited to the amount actually paid or to be paid by the supplier's insurer in the

relevant case.

Article 9 Force majeure

- 9.1 The supplier shall not be obliged to fulfil any obligation if it is prevented from doing so by force majeure. 'Force majeure' refers to circumstances, foreseen and unforeseen, that prevent the performance of the contract by the supplier, partially or in full, and that cannot be attributed to the supplier.
- 9.2 If as a result of force majeure the supplier is unable to comply with any of its contractual obligations, the supplier, at its own discretion, is entitled to suspend the execution of the contract, in part or in full, or, by simple notification of the buyer and without judicial intervention, to dissolve the contract, partially or in full or, with no obligation to pay any compensation for damage.
- 9.3 Situations as referred to above under 1 shall in any event include: unforeseeable disease(s) during the rearing period, such as pathogenic avian flu (both LPAI and HPAI), Newcastle Disease and salmonella infections, requirements relating to private quality regulations such as KAT, IKB, DelHaize and Belplume and all government measures following therefrom or from other diseases, lightning strike, disruption or breakdown of the power supply, war, perils of war, insurrection, impeding measures of both domestic and foreign authorities, fire, strike of work, lack of personnel and/or illness of one or more employees, blocking of traffic, lack of means of transport, flooding, lock-out, sabotage and in general all unforeseen circumstances, both in the Netherlands and elsewhere, as a result of which full or partial compliance with the contract cannot reasonably be required of the supplier.
- 9.4 The provisions in this Article shall apply in full in the event that a situation described in this Article occurs on the part of 1 or more of the (ancillary) suppliers of the supplier and the supplier is therefore unable to fulfil an obligation pursuant to the contract concluded with the buyer.
- 9.5 In the event of partial performance of a contract by the supplier, the buyer shall always owe the supplier the price for the relevant part of the contract performed.

Article 10 Anti-corruption obligation, final provisions, disputes

- 10.1 The buyer declares and guarantees that neither the buyer nor its directors, managers, employees, representatives and subcontractors that provide services and/or deliver goods in relation to this contract (i) will make use of funds for illegal contributions, gifts, entertainment or other unlawful expenses relating to political activities, (ii) will make unlawful payments or offer or provide valuable consideration to foreign or domestic civil servants or employees, or to foreign or domestic political parties or campaigns, (iii) will make other unlawful payments, or (iv) will violate applicable laws or regulations of the European Union or any other jurisdiction concerning export controls, money laundering or anti-terrorism; the buyer shall also not take action in another way that could lead to one of the two parties violating a law, including but not limited to the Dutch Prevention of Money Laundering and Terrorism Financing Act, rules, codes or national treaties or related international treaties concerning bribery of foreign or domestic civil servants.
- 10.2 Any amendment of the contract concluded between the parties shall apply to the parties only after it has been recorded in writing by both parties.
- 10.3 Disputes shall be settled out of court in so far as possible.
- 10.4 Disputes shall be settled by an arbitration tribunal consisting of three persons. The arbitration tribunal shall be formed by both parties designating one arbitrator each. The two designated arbitrators shall together designate a third arbitrator. The award of the arbitration tribunal shall be binding on both parties. The costs to be incurred by the arbitration tribunal in this case shall be borne by the party found to be in the wrong.
- 10.5 By way of derogation from the provisions of Article 10(4), the supplier shall be entitled to bring an action against the buyer before the civil courts in either the district of the supplier's place of establishment under its Articles of Association, or the civil courts in the district of the buyer's place of establishment.
- 10.6 All contracts concluded between the parties are governed by Dutch law. The Dutch text of these conditions shall prevail over any translation thereof.