



GENERAL TERMS AND CONDITIONS (PROCUREMENT)

Article 1: General

- 1.1 In these terms and conditions, the following terms are to be understood as follows:
- 'Dalco': the private limited liability company: Dalco Food B.V., with registered offices in Oss, and office address at the Sweelinckstraat 8;
 - 'Supplier': each juridical or natural person supplying goods or services to Dalco;
 - 'Agreement': all Agreements between Dalco and the Customer regarding goods or services delivered by the Supplier to Dalco, as well as all related (legal) activities.
- 1.2 These general terms and conditions apply to all deliveries of goods and/or services by the Supplier to Dalco. Any provisions that deviate from these terms and conditions and any terms and conditions used by the Supplier, are explicitly rejected, unless otherwise agreed in writing.

Article 2: Establishment of the Agreement

- 2.1 All quotations submitted by the Supplier are irrevocable and are completely free of charge for Dalco.
- 2.2 An agreement will only come into effect when the (last) quotation submitted by the Supplier has been accepted by Dalco, which can be accepted only by a written order by Dalco. Any order confirmations sent to Dalco by the Supplier at a later time do not alter the contents or the moment of establishment of the Agreement in any way.
- 2.3 Changes of an Agreement after establishment will only be effective when and to the extent agreed in writing or expressly confirmed by Dalco.

Article 3: Nature and scope of the Agreement

- 3.1 Based on indications (size, weight, number, quantity), and also on planning, Dalco will let the Supplier know which goods or services they would like to purchase.
- 3.2 Dalco retains the right to unilaterally reduce the aforementioned indications, without being held to any payment or compensation to the Supplier in relation to the part of the whole which is not being purchased from or delivered by the Supplier. As a result, Dalco is not held to an obligation to purchase, while Dalco will try and endeavour to inform the Supplier as soon as possible of any changes.

Article 4: Rates

- 4.1 The price for the goods delivered by the Supplier to Dalco is fixed, unless otherwise agreed.
- 4.2 All prices, unless otherwise stated, are expressed in Euros, excluding VAT and other government levies.
- 4.3 Any changes in prices and market developments will be timely reported to Dalco by the Supplier. Price changes will become effective only after written approval by Dalco.

Article 5: Delivery

- 5.1 Packaging and delivery by the Supplier will take place in the manner, and at a time and place specified by Dalco, and will be at the expense of the Supplier.
- 5.2 The (delivery) times stated in the Agreement are to be regarded as firm dates. When a term is exceeded, the Supplier is deemed to be in default, without notice of default being required.
- 5.3 All deliveries by the Supplier to Dalco will take place on the basis of the most recent Incoterms and 'Delivery Duty Paid'.
- 5.4 The ownership of and the risk for the goods or services delivered by the Supplier will transfer to Dalco immediately after signing the delivery receipt.

Article 6: Quality/advertising

- 6.1 The Supplier guarantees the soundness and the quality of the goods supplied, and that they comply with the requirements and specifications agreed.
- 6.2 Dalco is authorized to have the goods delivered by the Supplier examined, at the expense of the Supplier if the examination shows that the goods do not comply with the requirements and specifications agreed.

6.3 Dalco will submit complaints to the Supplier as soon as possible after Dalco has become aware of a defect in the goods.

6.4 If a complaint has been timely submitted and the goods delivered do not conform to the Agreement, the Supplier shall at its own discretion and on return of the goods delivered either effect redelivery at no cost or credit Dalco for the goods returned. This in addition to the obligation of the Supplier to reimburse Dalco for any damages which Dalco has incurred in that context or as a consequence.

Article 7: Payment

- 7.1 The Supplier can only send Dalco an invoice after the goods which the Supplier is to deliver to Dalco in accordance with the Agreement have been received.
- 7.2 Unless expressly agreed otherwise in writing, payment by Dalco will take place within sixty (60) days of the invoice date, in Euros.
- 7.3 Dalco retains the right to at any time set off an amount payable to the Supplier by amounts owned to Dalco by the Supplier.

Article 8: Liability

- 8.1 The Supplier shall indemnify Dalco for all damages and expenses incurred on the side of Dalco as a result of a defect in the goods supplied by Supplier or (directly or indirectly) resulting from claims by third parties arising out of untimely or faulty delivery by the Supplier to Dalco.
- 8.2 Dalco will not be held liable for any damages whatsoever, except in cases of intent or gross negligence on its part.
- 8.3 Any liability on the part Dalco for loss of profit, consequential or other (in)direct damage on the part of the Supplier is also expressly excluded.
- 8.4 The Supplier is obliged to take out adequate insurance against the usual risks, including but not limited to fire, theft, water damage and (product) liability. The Supplier shall submit the relevant insurance policy to Dalco on first request.

Article 9: Force Majeure

- 9.1 Force Majeure is defined in these terms and conditions as: any circumstance, both foreseen and unforeseen, as a result of which the implementation of the Agreement cannot reasonably be required by Dalco, including but not limited to: war, sabotage, insurrection, riot or other unrest, acts of a hostile state, transport disruptions, strike, accidents, fire, explosion, storm and other natural disasters, lack of labour, lack of fuel, technical failures, devaluation and inflation, as well as impeding government measures, such as sudden raise in import and excise duties and/or taxes and delayed or absence of delivery by manufacturer.
- 9.2 In case of Force Majeure, Dalco – during the period of Force Majeure – is exempted from its obligations towards the Supplier under the Agreement, without any obligation to compensate the Supplier.

Article 10: Intellectual and/or industrial property

- 10.1 If the goods delivered by the Supplier are subject to intellectual and/or industrial property rights, the right to use them will transfer to Dalco free of charge. This right will include a non-exclusive (worldwide and perpetual) license, with the right to grant sub-licenses, unless the parties have expressly agreed otherwise.
- 10.2 The Supplier shall fully cooperate with Dalco, if and to the extent that the transfer of rights referred to above require acts by the Supplier.
- 10.3 The Supplier shall also indemnify Dalco for any third party claims in respect of infringement of intellectual and/or industrial property rights of third parties, as a result of or through the implementation of the Agreement. Any related costs for Dalco or any damage incurred, will be fully reimbursed by the Supplier.



Article 11: Confidentiality

- 11.1 The Supplier is obliged to maintain strict confidentiality of all that it has discovered or learned about or of the undertakings carried out by Dalco under the Agreement and during the implementation thereof.
- 11.2 The Supplier is obliged to also impose the confidentiality the obligation above refers to on its staff or third parties involved in the framework of the Agreement.
- 11.3 All that has become known to the Supplier under the Agreement as well as any information and/or documents provided by Dalco in that context, may solely be used by the Supplier for the purpose for which they were made available and will at all times remain the property of Dalco.

Article 12: Termination

- 12.1 Dalco can and is entitled to terminate the Agreement with the Supplier with immediate effect, without being liable for compensation to the Supplier, if:
- a) the Supplier has not complied with any of the obligations arising from the Agreement;
 - b) a preservation or execution order has been imposed at the expense of the Supplier;
 - c) the Supplier has requested a suspension of payments, the Supplier has filed for bankruptcy or the bankruptcy of the Supplier has been filed for;
 - d) the Supplier ceases operation, or all or part of the business is being transferred;
 - e) the control of the Supplier has changed or if one or more shares in the Supplier have been sold, in such a manner that the majority interest has changed.
- 12.2 If and insofar that the Agreement can be considered to be a continuing performance agreement, this Agreement can at all times be terminated by Dalco with a notice period of sixty (60) days.

Article 13: Transfer

- 13.1 The Supplier shall not be authorized to transfer its rights and obligations under the Agreement or these Terms and Conditions, as a whole or in part, to a third party or to outsource the same, without the prior written consent of Dalco.

Article 14: Disputes and applicable law

- 14.1 All quotes accepted by Dalco or agreements entered into by Dalco are solely subject to Dutch law.
- 14.2 Any disputes concerning the establishment, interpretation or implementation of an Agreement entered into by Dalco with the Supplier, and any other disputes in connection with this Agreement, shall solely be brought before the competent judge of the District Court of Oost-Brabant in 's- Hertogenbosch.

Article 15: Final clause

- 15.1 The Dutch text of these terms and conditions is leading and is the only authentic text. In the event of a discrepancy between the Dutch text and a translation into a foreign language, the Dutch text shall prevail.