

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
OF THE 'ALGEMENE NEDERLANDSE VERENIGING VAN EIERHANDELAREN'
(ANEVEI) ESTABLISHED IN ZOETERMEER**

Deposited with the Registrar of the District Court at Utrecht
on 15 March 2010, under number 50/2010.

Article 1 - General

- 1.1 In these general terms and conditions, the following is understood under:
 - **Supplier:** the member of the ANEVEI association who applies these general terms and conditions;
 - **Customer:** every (legal) entity or person who has entered into an agreement with the Supplier, or who wishes to do so.
- 1.2 These general terms and conditions are applicable to all agreements between the Supplier and the Customer, as well as to all offers, including tenders, issued by the Supplier.
- 1.3 These general terms and conditions are exclusively applicable to all offers by the Supplier and to all agreements between the Supplier and the Customer, irrespective of any (prior) reference by the latter to its own or other general terms and conditions. Unless explicitly agreed otherwise in writing, the Supplier explicitly rejects any terms and conditions applied by the Customer.
- 1.4 Deviating clauses are only valid if these have been confirmed by the Supplier in writing and only apply to the agreement for which they have been drawn up; in all other cases, these general terms and conditions remain applicable in full.
- 1.5 These general terms and conditions are also available in English and German. The Dutch version shall prevail in the event of any conflict between the versions.

Article 2 - Offer and acceptance

- 2.1 Unless explicitly agreed otherwise in writing, all offers by the Supplier are free of obligation, also if the offer is subject to an acceptance period.
- 2.2 An agreement is deemed to have come about at the moment that the Supplier has accepted in writing the Customer's acceptance of the tender, or has accepted the Customer's order in writing, or has commenced with performance of the agreement.
- 2.3 The Supplier has observed the utmost care in drawing up the price lists, brochures and all other data accompanying an offer; however, these are not binding unless explicitly agreed otherwise in writing.

Article 3 - Prices

- 3.1 All quoted prices are exclusive of Dutch VAT (BTW).
- 3.2 The prices offered are only valid for the quantities offered.

Article 4 - Delivery, delivery dates and risk

- 4.1 Except for small deviations, the delivered quantities are in accordance with that stipulated in the agreement.
- 4.2 Quoted delivery dates are valid by approximation only and can never be regarded as a legally binding date. Exceeding of the delivery date for any reason whatsoever does not entitle the Customer to claim damages, nor to demand rescission of the agreement, nor to suspend or fail to fulfil any of its obligations to the Supplier.
- 4.3 Delivery shall take place carriage paid to the Customer's place of business, unless agreed otherwise in writing. Delivery shall have taken place on discharge of the goods at the Customer's place of business. If the Customer and/or its personnel and/or third parties are responsible for or involved in the discharge, the Customer shall bear the risk for breakage and damage during discharge.
- 4.4 Every delivery takes place under the condition that the Supplier has sufficient stocks available.

Article 5 - Force Majeure

- 5.1 If the Supplier, owing to force majeure or any other exceptional circumstances beyond its reasonable control, such as but not limited to strikes, excessive sickness absenteeism by personnel, transport problems, insufficient supply of raw materials/products, fire, government measures, operational disruptions at or default by suppliers, the failure to acquire (on time) certificates (bacteriological, veterinary or otherwise) required by the customer, is unable to fully fulfil its obligations by virtue of this agreement, the Supplier is entitled to fulfil the

agreement at a later date or to declare this agreement dissolved either in part or in full, without legal intervention being required.

- 5.2 In the event of dissolution as referred to under 5.1, the Customer shall purchase the products available in the framework of the agreement, and pay a pro rata purchase price.
- 5.3 Force majeure or exceptional circumstances on the part of the Supplier does not entitle the Customer to demand dissolution of the agreement and/or compensation for losses.

Article 6 - Complaints

- 6.1 On delivery of the products, the Customer shall check whether the delivery is made in accordance with its order, failing which the Customer is obliged to submit a written report stating grounds to the Supplier within 24 hours or on the first working day following the delivery. Complaints pertaining to outwardly visible damage/defects shall also be reported within the aforementioned period.
- 6.2 The Customer shall report defects which are not outwardly visible in delivered goods to the Supplier in writing within four days of having discovering the defect or in all reasonableness should have discovered the defects.
- 6.3 The Supplier will only process complaints pertaining to the delivered products if these are still in the original unopened packaging, except where opening the packaging is necessary to ascertain the defect, and furthermore if the delivered goods have been treated, stored and/or kept according to the applicable legal guidelines and the recommended or prescribed manner as indicted by the Supplier or producer on the packaging or elsewhere.
- 6.4 If a complaint is accepted, the Supplier is entitled to make a new delivery, or to credit the invoice, to be decided at the Supplier's discretion.
- 6.5 The Customer forfeits all rights and authorities at its disposal on the grounds of defective delivery if it has acted in conflict with that stated in Article 6.3 and/or if it has not submitted its complaint within the periods referred to in this article and/or if it has not given the Supplier the opportunity to remedy the defect.

Article 7 - Guarantee

- 7.1 The Supplier guarantees the soundness and quality of the products delivered in accordance with the legally prescribed quality standards.
- 7.2 If the delivered products do not comply with the quality standards referred to in Article 7.1, the Customer is solely entitled to a replacement delivery or crediting of the invoices pertaining to the rejected products, to be decided at the Supplier's discretion.
- 7.3 The guarantee described in this article is exclusively applicable if and to the extent that the Customer has fulfilled its reporting and other obligations as referred to in Article 6.

Article 8 - Liability

- 8.1 Without prejudice to the guarantee clauses as referred to in Article 7, no liability whatsoever shall be incurred by the Supplier to the Customer for all indirect losses, such as consequential losses or operational losses, with the exception of the liability for damage caused by malicious intent or gross negligence on the part of the Supplier and/or its employees.
- 8.2 If and as far as the Supplier may incur any liability, on any grounds whatsoever, this liability is at all times limited to the invoice value of the performance which gave rise to the losses, on the understanding that the Supplier can never be held liable for an amount in excess of that for which it is insured.
- 8.3 The Customer shall indemnify the Supplier against all third party claims for losses resulting from or in connection with products delivered by the Supplier.

Article 9 - Lien on claims

- 9.1 If the Customer fails to fulfil its obligations to the Supplier, the Supplier is entitled to establish a lien on all claims, both current and future, held by the Customer on third parties. In this context, the Customer shall cooperate for its own account in the legal exercise of the liens referred to above.

Article 10 - Payment

- 10.1 Payment shall be effected within thirty days of the invoice date, through transfer of funds to a bank or giro account number indicated/to be indicated by the Supplier. All final payment dates must be regarded as firm dates, unless agreed otherwise in writing. Settlement per contra is not permitted.
- 10.2 Payments made by the Customer are first regarded as settlement of all due interest and costs and subsequently of due invoices with the earliest due date, even if the Customer indicates that payment is for an invoice of a later date.
- 10.3 In the event of non-fulfilment of payment obligations by the Customer, the Supplier is entitled to suspend its obligations, including those by virtue of the guarantee.
- 10.4 The Customer is not entitled to suspend or refuse payment on the grounds of the fact that the Supplier does not fulfil its guarantee obligations (in full).
- 10.5 The Supplier is at all times entitled to demand that the Customer provide surety for the fulfilment of its obligations. If the Customer fails to satisfy this demand by the Supplier, that stipulated in Article 11.1 is correspondingly applicable.
- 10.6 In the event that the Customer does not meet its payment obligations (on time and/or in full), it is liable without further notice to pay statutory interest on the due amount calculated from the due date to the date of full settlement.
- 10.7 Moreover, the Customer shall bear all costs resulting from the collection of the overdue amount, including the extrajudicial costs calculated according to the collection rate of

the Nederlandse Orde van Advocaten (Dutch Bar), in addition to the total legal costs, also if an award of costs is lower than the costs actually incurred.

- 10.8 The products shall continue to be the property of the Supplier until the price has been paid in full.

The following Article 10.8 applies to Customers in Belgium:

- 10.8 Uitdrukkelijk ontbindend beding/eigendomsvoorbehoud België

Vlaanderen:

In geval van niet-betaling op de vervaldag, zal de verkoop door de Leverancier als nietig kunnen worden beschouwd van rechtswege en zonder aanmaning.

De zaken blijven eigendom van de Leverancier tot volledige betaling van de prijs. Alle risico's zijn te laste van Afnemer. De betaalde voorschotten blijven de Leverancier verworven ter vergoeding van mogelijke verliezen bij wederverkoop.

Wallonië:

En cas de non-paiement à l'échéance le vendeur peut considérer celle-ci comme résolue de plein droit et sans mise en demeure. Le vendeur se réserve la propriété des marchandises jusqu'au complet paiement. Les risques sont à charge de l'acheteur. Les acomptes pourront être conservés pour couvrir les pertes éventuelles à la revente.

The following Article 10.8 applies to Customers in Germany:

- 10.8 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die dem Lieferanten aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer zustehen.

Das Eigentum des Lieferanten erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss eigenen Eigentumserwerbs für den Lieferanten her und verwahrt sie für den Lieferanten. Hieraus erwachsen dem Käufer keine Ansprüche gegen den Lieferanten.

Bei einer Verarbeitung der Vorbehaltsware des Lieferanten mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt der Lieferant zusammen mit diesen anderen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Käufers – Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt:

- a) Der Miteigentumsanteil des Lieferanten entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
- b) Verbleibt ein von Eigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich der Miteigentumsanteil des Lieferanten um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht dem Lieferanten an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Käufer tritt bereits jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus gegenwärtigen und künftigen Warenlieferungen des Lieferanten mit sämtlichen Nebenrechten im Umfang des Eigentumsanteils des Lieferanten zur Sicherung an den Lieferanten ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des Lieferanten für die mitverarbeitete Vorbehaltsware schon jetzt an den Lieferanten abgetreten.

Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit dem Lieferanten ordnungsgemäss nachkommt, darf er über die in Eigentum des Lieferanten stehende Ware im ordentlichen Geschäftsgang verfügen und die an den Lieferanten abgetretenden Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers ist der Lieferant berechtigt, die abgetretenden Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn dies vom Lieferant ausdrücklich schriftlich erklärt wird.

Übersteigt der Wert der dem Lieferanten eingeräumten Sicherheiten die Forderungen des Lieferanten um mehr als 10%, so wird der Lieferant auf Verlangen des Käufers insoweit Sicherheiten nach Wahl des Lieferanten freigeben.

Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

Es gilt deutsches recht

Article 11 - Suspension and dissolution

- 11.1 In addition to all other rights, the Supplier is at all times entitled to effect immediate dissolution or to suspend all its obligations without further notice or legal intervention and without incurring any liability to the Customer in the event that the Customer fails to settle its due debts, becomes bankrupt, if a bankruptcy petition is filed against the Customer, or if the Customer discontinues its business activities and/or the Customer's goods are placed under attachment, which measure is not lifted within 30 days of the date of attachment.

Article 12 - Applicable law and disputes

12.1 Dutch law is exclusively applicable to all agreements between the Supplier and the Customer.

12.2 The Dutch court is authorized to hear disputes between the parties, on the understanding that the Supplier is entitled to have a dispute concerning the quality of the products delivered settled by a binding advice by and in accordance with the regulations of the Controlebureau voor Pluimvee, Eieren en Eiproducten (CPE - Inspectorate for poultry, eggs and egg products) established in Zeist, the Netherlands.

An advice issued by the CPE is binding on both parties. Each of the parties will bear its own costs, unless the advice is issued (practically) entirely against one of the parties, in which case the party in question shall also bear the costs of the opposite party.

12.3 In the event that one of the parties wishes to submit the binding advice to the judgement of the court, or demands execution of the binding advice in a court of law, as well as in the case of all other disputes, the court in the district in which the Supplier has its residence/is established is authorized to hear the dispute, or the court authorized by law.

Article 13 – Translations

13.1 In the event of differences between translations of these terms and conditions and the Dutch text of the terms and conditions, the Dutch version shall prevail.

Without ANEVEI's prior written permission, non-members shall not in any way be entitled to declare these general terms and conditions wholly or partially applicable, or (otherwise) use, reproduce and/or disclose them.