

GENERAL TERMS AND CONDITIONS OF DUTCH EGG POWDER SOLUTIONS BV

Article 1 - Definitions

DEPS:	Dutch Egg Powder Solutions BV, with its registered office in Weert and its principal place of business in Weert (6004 RL) at Seelenstraat 7, the Netherlands, listed in the commercial register under file reference number 66858259;
Agreement/Agreements:	every and all agreements between DEPS and the Customer and every and all changes and additions to that;
Offer/Offers:	every and all offers and conditions presented to the Customer by DEPS and every and all changes and additions to that;
Goods:	all material objects delivered or to be delivered to the Customer for the performance of an agreement;
Customer:	every party to/with whom DEPS makes and Offer, provides services or has concluded an Agreement;
The parties:	DEPS and the Customer collectively;
Management Board:	the board of directors of DEPS.
E-invoicing:	(“E-invoice”)
Custom drying:	drying the Customer’s goods on his instructions.

Article 2 - Applicability

2.1 These general terms and conditions apply to all legal relationships between DEPS and the Customer, including offers and Agreements.

- 2.2 By accepting an offer made by DEPS, the Customer also accepts the applicability of these general terms and conditions.
- 2.3 These general terms and conditions can be deviated from only with the explicit written consent of the Management Board.
- 2.4 If any provision of these general terms and conditions is void or becomes void, the other provisions of these general terms and conditions will remain in force. The Customer and DEPS consult each other in order to replace the void or voided provision, duly observing the objective and purport of the void or voided provision as closely as possible. If no consensus is reached with regard to the formulation of a replacement provision, DEPS has the right to dissolve the Agreement for reasons of force majeure.

Article 3 - The formation and contents of the Agreement

- 3.1 All offers and quotations made by or on behalf of DEPS in any way are free from obligation unless they contain an acceptance term. If the Customer accepts a no-obligation offer, DEPS reserves the right to withdraw the offer.
- 3.2 Offers and promises made by agents, representatives and/or staff hired by DEPS are binding only if the Management Board has confirmed them in writing.
- 3.3 DEPS is entirely free to accept or reject orders/instructions from Customers.
- 3.4 Agreements are formed the moment DEPS confirms an offer/order/instruction from the Customer in writing, when DEPS starts the performance of the Agreement or when DEPS sends the Customer an invoice for the Agreement in question.
- 3.5 Agreements compel DEPS to do only whatever is mentioned in the order confirmation. If the order confirmation refers to the offer, that offer is valid only if it does not contradict the other contents of the order confirmation.

Article 4 - Prices, payment and set-off

- 4.1 All quotations are in Euros and exclusive of VAT and transport costs unless explicitly stated otherwise.
- 4.2 If after the order confirmation or, to the extent it refers to the offer with regard to prices and rates, after the offer and before the performance of the Agreement wages, costs, taxed and other levies and/or exchange rates change as a result of which the cost price is affected, DEPS at all times has the right - although it is not obliged - to change the prices and rates accordingly.
- 4.3 If the price charged is more than 10% higher than the price initially agreed on, the Customer has the right to dissolve the Agreement in writing immediately after the Customer is notified of the price increase. After that, the right of dissolution lapses. The Customer does not have the right to dissolve the Agreement for this reason if the price increase is the result of government measures or freight rates.
- 4.4 Payment to DEPS must be made within 14 days of the invoice date, in a manner to be stipulated by DEPS unless explicitly agreed otherwise.

- 4.5 If payment is not made within the invoice due date, the Customer is in default by operation of law. In that case, the Customer, on top of the invoiced amount, owes contractual interest of 1.5% per month from the invoice due date, as well as the collection costs at 15% of the amount owed to DEPS by the Customer, subject to a minimum of €100.00.
- 4.6 Payment is effectively made in the invoiced currency and without any set-off, discount or suspension.
- 4.7 If an invoice is not paid in time, DEPS has the right to suspend its obligations towards the Customer until the invoice is paid in full or when sufficient security is furnished for the full invoiced amount and any future invoices by virtue of Agreements already concluded. DEPS also has the right to demand security from the Customer before making a delivery if there is a good reason to believe that the Customer will not fulfil the obligations under the Agreement correctly.
- 4.8 Any objection to the invoice amount will be processed only if the Customer has notified DEPS of his objections in writing and within eight (8) days of the invoice date. After the expiry of that term, the Customer is deemed to have agreed with the invoice.
- 4.9 Payments made by or on behalf of the Customer first serve to pay the interest, extrajudicial collection costs, judicial costs owed by the Customer and subsequently according to the age of the outstanding principal sum.

Article 5 - E-Invoicing

- 5.1 E-voicing means that DEPS invoices the Customer electronically. An E-invoice is an electronic invoice that complies with prevailing legislation.
- 5.2 DEPS may offer the Customer E-invoicing. Participation in E-invoicing is possible only after accepting the conditions stipulated by DEPS.
- 5.3 By taking part in E-invoicing, the Customer accepts the fact that he will no longer receive paper invoices from DEPS. This applies both to invoices sent to the invoicing address and to the copy invoice address (if applicable).
- 5.4 The Customer will duly keep any user IDs and passwords confidential and he guarantees prudent use and management. In the case of suspected misuse, the Customer will immediately notify DEPS.
- 5.5 The E-invoice is made available to the Customer for the duration of a period to be stipulated by DEPS. The Customer is personally responsible for saving the E-invoice offline in an electronic format (PDF and certificate) for his own accounts.

5.6 The Customer can opt out of E-invoicing at any time. After receiving such a request, DEPS will revert back to sending paper invoices as soon as possible. In the future, DEPS may attach costs to sending paper invoices, which is hereby explicitly accepted by the Customer.

Article 6 – Delivery

- 6.1 Delivery will be ex-warehouse DEPS in Weert unless agreed otherwise in writing. The Goods to be delivered are at the expense and risk of the Customer the moment they leave the warehouse.
- 6.2 If and insofar as DEPS arranges the transport of the Goods, it will not affect the provisions of the previous paragraph. DEPS determines the transport method and packaging of the Goods.
- 6.3 The delivery times given by DEPS are not final deadlines and are without obligation, with delivery times serving as an indication only.
- 6.4 The inability to make a delivery or exceeding the delivery time for whatever reason does not mean DEPS has to pay any compensation for damage suffered by the Customer or third parties, even after a notice of default. The fact that the delivery time is exceeded does not give the Customer the right to dissolve the Agreement or to suspend his payment obligations towards DEPS unless the delivery time is exceeded as a result of the intent or gross negligence of DEPS. In that case, DEPS' liability is limited to an amount that is equal to the price of the offer.
- 6.5 DEPS has the right to deliver the Goods in parts unless this is deviated from in writing. DEPS has the right to invoice partial deliveries pro rata.
- 6.6 The Customer is obliged to take delivery of the Goods in the agreed delivery location and to unload them immediately.
- 6.7 If the date of the actual delivery is postponed at the request or due to the actions of the Customer, if the Customer asks for partial deliveries and/or the Goods are not collected, the risk of the Goods still transfers to the Customer the moment these Goods are registered as 'Customer's Goods' in the accounts and/or storage unit of DEPS. From that moment, DEPS has the right to invoice the Customer for these Goods. Any costs for extra transport, storage, insurance and/or other costs will be payable by the Customer.

Article 7 - Custom drying

- 7.1 The following specific provisions apply to a custom drying agreement. When these provisions are in conflict with the other provisions of these general terms and conditions, the provisions of this article will prevail.

- 7.2 DEPS is not liable for damage to the product of the Customer, which includes the loss or contamination of the product during the drying process or fire/flooding in the building of DEPS.
- 7.3 The Customer bears the costs for cleaning DEPS' machines if they must be cleaned specifically in connection with the drying process for the Customer.
- 7.4 The prices charged by DEPS relate to the input (the quantity of product delivered by the Customer for drying purposes), not to the output (the quantity of dried product).
- 7.5 DEPS will make an estimate of the number of products as a result of the drying process. DEPS does not furnish any guarantees with regard to that estimate.

Article 8 - Complaints

- 8.1 Upon delivery, the Customer is obliged to inspect the Goods to verify whether they conform to the Agreement. If the Goods do not conform to the Agreement, the Customer is obliged to notify the DEPS in writing, stating the reasons, of visible defects within two (2) days of delivery and of invisible defects within two (2) days of discovery but no later than seven (7) days after delivery.
- 8.2 Complaints in respect of quantities and weights, insofar as identifiable, will no longer be accepted after signing for receipt of the delivery.
- 8.3 The right to complain lapses if the Customer sufficiently cooperates in the investigation into the validity of the complaint, which investigation is started by or on behalf of DEPS. The Customer will give DEPS the opportunity to view or sample the Goods that are the subject of the complaint.
- 8.4 Changes to technical insights in the industry and/or to government regulations are at the risk of the Customer. Minor or technical deviations in terms of quality, quantity, dimensions, colour, etc. that are unavoidable do not constitute a reason to complain.
- 8.5 Return shipments are accepted only after the prior written consent of DEPS. The costs and risks attached to return shipments are at the expense of the Customer.
- 8.6 DEPS is not obliged to take back any Goods that were purchased by sample. The right to complain also lapses if the Customer has failed to fulfil his obligations or if the Goods were taken into use, were processed and/or treated.
- 8.7 If the Goods are faulty and all the aforementioned procedural regulations have been observed, DEPS will repair the faulty Goods, replace them with non-faulty Goods or credit the amount of the complaint which will be at the full discretion of DEPS. DEPS is not liable for any damage suffered by the Customer due to faulty products.

Article 9 - Retention of title

- 9.1 DEPS retains ownership of the Goods delivered to the Customer until the Customer has paid everything he owes DEPS in full.

- 9.2 The Customer is obliged to duly look after the Goods delivered under retention of title, to store them as the recognisable property of DEPS and to take out sufficient insurance against all business and other risks, including fire, theft and water damage.
- 9.3 The Customer does not have the right to sell the Goods to third parties or to encumber them prior to the time of transfer of ownership referred to in the first paragraph.
- 9.4 If the Customer is in default or if DEPS feels it has other well-founded reasons to assume that the Customer will not fulfil his obligations, DEPS has the right to take back the goods that belong to it from the location they are being kept. If this situation arises, the Customer hereby unconditionally authorises DEPS to access the areas used at or by the Customer to that end. If in breach of this article, the Customer denies DEPS access to the areas used at or by the Customer, the Customer will owe DEPS an immediately due and payable fine that is equal to 10% of the amount the Customer still owes DEPS for each day the breach continues.
- 9.5 The Customer hereby establishes a pledge on delivered Goods that have been processed by the Customer and that are still within the Customer's possession, which pledge serves as a security for the payment of all claims DEPS has against the Customer. On demand, the Customer will make the Goods that fall under this pledge available to DEPS so as to establish a possessory pledge.

Article 10 - Liability

- 10.1 DEPS is not liable for damage suffered by the Customer as a result of mistakes by the latter's personnel, except in the case of intent or wilful recklessness on the part of the Management Board.
- 10.2 DEPS' liability is at all times limited to the amount paid out under the commercial insurance if applicable and failing that, to the amount charged by DEPS for the delivery in question.

Article 11 - Force majeure

- 11.1 In the event of force majeure, DEPS has the right to suspend the performance of the Agreement for the duration of the force majeure situation. If performance is permanently impossible or impossible for a long period of time due to force majeure, DEPS has the right to (partially) dissolve the Agreement without being obliged to compensate any damage.
- 11.2 Force majeure is taken to mean circumstances of such a nature that DEPS cannot reasonably be expected to (continue to) perform the Agreement. Such circumstances include - regardless of the reason - non-delivery, late delivery or incorrect delivery to DEPS by its suppliers but also circumstances such as strikes, interruptions of the business process at DEPS due to power supply issues, problems with a machine, transport issues due to traffic jams or engine trouble, chicken diseases, climatic conditions, government action pursuant to prevailing legislation, etc.

11.3 Government measures that hamper or that have a financially negative effect on the import, export or transit of sold Goods also are a form of force majeure, in which case DEPS has the right to dissolve all or part of the Agreement without being obliged to pay any compensation.

Article 12 - Personal details

The personal details of the Customer stated in the Agreement or in the order confirmation will be processed by DEPS in accordance with the Personal Data Protection Act and/or the General Data Protection Regulation. Based on this processing, DEPS can:

- perform the Agreement;
- in the case of a legitimate interest, promptly provide the Customer with the latest product information and make him personalised offers.

Article 13 - Final provisions

13.1 All legal relationships between DEPS and the Customer are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.

13.2 The competent judge of the court in Limburg, Roermond location, is at all times competent to take cognizance of any disputes between DEPS and the Customer.