

GENERAL TERMS AND CONDITIONS E.J. FOODS BV

1. SCOPE - DEFINITIONS

1.1. These general terms and conditions ("**General Terms and Conditions**") apply to any agreement/arrangement concluded between E.J. FOODS BV, with registered office at Nijverheidszone 'Begijnenmeers' 39 box A, 1770 Liedekerke (Belgium), with company number 0527.927.448 ("**E.J. FOODS**") and a third party for the purchase of the goods and/or services offered by E.J. FOODS ("**Client**", "**Good(s)**", "**Services**").

E.J. FOODS and/or the Client are also referred to individually as "**Party**" or together as "**Parties**".

1.2. Goods means fresh, frozen or possibly other derived products of animal origin.

1.3. Services means any processing of fresh, frozen or any other derived products of animal origin carried out by E.J. FOODS on behalf of the Client.

1.4. In addition to the provisions and warranties contained herein or expressly agreed otherwise between the , E.J. FOODS does not provide any guarantees about the quality or characteristics of the Goods and Services unless required to do so by binding European and Belgian legislation. If the Client expects specific characteristics, these must be explicitly made known in writing to and accepted by E.J. FOODS.

1.5. Any deviation from any provision of the General Terms and Conditions requires a prior written statement to which both Parties expressly agree (may also be via e-mail or other social communication systems) ("**Special Terms and Conditions**") and does not affect the applicability of the remaining provisions.

1.6. The General Terms and Conditions and any Special Terms and Conditions are an integral part of all our agreements/agreements (whether written or not), to the exclusion of all other general terms and conditions of the Client or supplier.

1.7. All our agreements are concluded in the English language, unless otherwise expressly agreed.

1.8. Unless there is apparent evidence to the contrary, the Client accepts these General Terms and Conditions, if not explicitly, implicitly by accepting, among other things, an offer or quotation (can even be done via social communication channels or via e-mail) or a start of execution, or by not protesting them within a reasonable period of time from their notification, with a maximum of fourteen days.

1.9. In the event of a conflict between a provision of these General Terms and Conditions and a provision of the Special Terms and Conditions, the provision of the Special Terms and Conditions shall prevail over the provision of the General Terms and Conditions, without prejudice to the further application of the other provisions of the General Terms and Conditions.

1.10. In the General Terms and Conditions:

- (i) unless otherwise specified, any provision applies to the Client, regardless of whether this is a consumer within the meaning of Article 1.1, 2° of the Belgian Code of Economic Law;
- (ii) unless otherwise stated, each provision applies to both purchase and contracting, both Goods and Services;
- (iii) the words "including" and "for example", and all similar terms, imply a non-exhaustive list;
- (iv) are references to "days" are references to calendar days. A "calendar day" means any day, including Saturday, Sunday, and any holiday;
- (v) shall be deemed to begin on the day following the event giving rise to the period, unless otherwise specified. The last day of the term is included in the term. If the latter day is not a

working day, the time limit shall be extended to the first following working day;

- (vi) means, unless otherwise stated, "business day" any day that is not a Saturday, Sunday, (substitute) national holiday or holiday.

2. QUOTATIONS, OFFERS AND ACCEPTANCE

2.1. Unless otherwise expressly agreed, the statements (e.g. weight, images, measurements, etc.) on the quotations or offers made either in writing (e.g. e-mail or other social communication channels) or orally, are purely indicative and only valid for seven (7) calendar days. E.J. FOODS reserves the right to revoke an issued quotation or offer.

2.2. The Client must check the offer for errors in the information, specifications or guidelines provided by him/her or his advisors and check whether the offer corresponds to his/her needs and wishes. A quotation or offer only includes what is explicitly stated in it, and only applies to the order for which it was drawn up, without binding on other or subsequent (requests for) collaborations. It must be interpreted strictly in this respect.

2.3. Any subsequent modification, addition or deletion of any Goods and/or Services or other costs as described in the offer must be agreed in writing (may also be via e-mail or other social communication channels).

2.4. Possible inaccuracies/material errors in quotations or offers involving (an) arithmetic error(s) will be corrected by E.J. FOODS without this being able to lead to an obligation to perform in accordance with the incorrect/material error drawn up document.

3. PRICES AND PAYMENT

3.1. The price is in euros, unless the Parties agree otherwise.

3.2. The prices are exclusive of VAT, taxes, duties and/or levies in respect of the Goods and/or Services, present or future, unless otherwise stated.

3.3. If, on the due date for payment of the price, new (tax) regulations are in force that affect the size of the previously communicated price (e.g. change in VAT rate), the Client will in any case be obliged to pay the price as adapted to the new (tax) regulations.

3.4. The invoices issued by E.J. FOODS to the Client shall be payable on the due date as stated on the invoice and, in the absence of due date on the invoice, within fourteen (14) calendar days from the date of dispatch of the invoice. Unless otherwise agreed, the Client shall pay the price by bank transfer to the account number as stated on the invoice.

3.5. Debt compensation is possible.

3.6. The dispute letter of the invoices must be sent to E.J. FOODS by registered mail within a period of five (5) working days.

3.7. E.J. FOODS may require reasonable advances, as well as the payment of the price in instalments depending on the progress of the performance if the delivery of the Goods or Services takes place in several parts.

3.8. Unless otherwise agreed, the agreed price does not include the costs (including fees) associated with the intervention (whether or not mandatory) of a third party (e.g. a security coordinator, subcontractors, storage, etc.).

3.9. The price due in the event of late payment will be increased immediately, without notice of default and therefore automatically, with a default interest equal to the interest rate as stipulated in the Act of 2 August 2002 on late payment in commercial transactions, to be calculated from due and payable until full payment. All of the foregoing, without prejudice to E.J. FOODS' right to invoke any means of redress, is provided for by the applicable law,

for example the right to reimbursement of the costs of extrajudicial recovery (such as collection agency costs).

3.10. If an invoice is not paid on time, E.J. FOODS reserves the right to interrupt the performance of any work to be carried out in the execution of the Services until the invoice has been paid, without any compensation being payable by E.J. FOODS.

3.11. Without prejudice to an estimated price agreed between the Parties, E.J. FOODS is entitled to revise a (fixed) price at any time, but in any case only up to 80% of the price, depending on parameters that represent real costs and each parameter applying only to the part of the price that corresponds to the costs that the parameter represents, according to the following formula: *new price = original price * [a + b * (new cost / old cost)]*, where:

- a = the part of the original price that is not eligible for adjustment, where $a \geq 0.20$ and $a + b = 1$;
- b = the part of the original price corresponding to the costs represented by the parameter, where $b \leq 0.80$;
- new cost: the actual cost on the date on which E.J. FOODS actually incurs the cost;
- old cost: the actual cost on the date on which the original price was agreed.

This Article shall apply without prejudice to **article 3.3**.

4. DELIVERY – COLLECTION – PERFORMANCE – ACCEPTANCE

4.1. Delivery of Goods and Services takes place at the registered office of E.J. FOODS. If the delivery is agreed upon by the Parties on location, the Client must ensure that, at the agreed time of delivery, (i) the delivery location is accessible in the normal manner and (ii) he or a representative of the Client is present to receive the delivery. If at least one of the two elements is not met, E.J. FOODS is free to choose to take the delivery back at the risk and expense of the Client.

4.2. Delivery times stated on the quotation or offer are approximate and are purely indicative and not binding on E.J. FOODS. Exceeding such deadlines cannot result in any liability or compensation on the part of E.J. FOODS, except in the case of intent or gross negligence.

4.3. If a Delivery time has been agreed within which the Service must be performed, that period must always be calculated in useful working days.

4.4. By signing or stamping the delivery note or CMR document, the Client acknowledges that the agreed quantities, weight and quality at the agreed price have been received and accepted. Visible defects must be immediately stated on the delivery note or CMR document. If these are not mentioned on the delivery note or CMR document, they will be considered non-existent and the Client will not be able to seek recourse from E.J. FOODS afterwards.

It is expressly agreed between the Parties that a margin of error in weight and quantity of 10% is accepted.

4.5. The Client is obliged to check the Goods before receiving them. Complaints or comments must be made immediately, otherwise they will be deemed non-existent and E.J. FOODS cannot be held liable.

5. OWNERSHIP AND RISK

5.1. All delivered Goods remain the property of E.J. FOODS, and the Client may not hand them over to a third party or grant any right to them to a third party, until full payment of the price, plus any costs and interest, even if these Goods have been incorporated or modified.

5.2. All risks of the destruction of the Goods shall be borne by the Client from the delivery or collection of the Goods to or by the Client or the Client's representative, subject to mandatory law or rules of public order.

5.3. The Client undertakes to immediately notify E.J. FOODS in writing of any indication of an alleged right of a third party to the Goods (e.g. seizure).

5.4. The Client must keep the Goods subject to the retention of title in perfect condition.

5.5. With regard to the Services, the Parties accept that neither the ownership nor the risk of the products delivered by the Client for the performance of the Services will pass to E.J. FOODS. This is unless the Parties agree otherwise.

5.6. Unless expressly agreed otherwise, the packaging, including pallets, bins, etc., remains the property of E.J. FOODS. This packaging must be handed over by the Client to E.J. FOODS at a time and place mutually agreed upon by the Parties. In the event of damage to this packaging due to use that does not correspond to normal wear and tear or treatment placed in the same conditions by a normally diligent person, E.J. FOODS is entitled to claim damages.

6. PERFORMANCE OF SERVICES

6.1. E.J. FOODS performs the Services at its own discretion (unless otherwise agreed between the Parties) and in accordance with applicable laws, regulations and professionalism.

6.2. The Client is responsible for the delivery to a pre-arranged place of the goods to be processed by E.J. FOODS.

6.3. If, in the opinion of E.J. FOODS, the Services (or any part thereof) are (or has been) completed, E.J. FOODS shall be entitled to notify the Client, whether in writing or otherwise, and to invite the Client to proceed with acceptance of the Services (or the relevant part thereof), which will constitute the determination of the completion of the Services (or the relevant part thereof) and the acceptance of any visible defects and deviations. This is in accordance with **article 4.4** of these General Terms and Conditions.

7. DURATION – TERMINATION

7.1. No cooperation of definite or indefinite duration arises from the successive ordering of several similar and/or related Goods and/or Services, unless expressly agreed otherwise.

7.2. If the Client terminates the agreement early, whether or not before actual delivery of the Goods or the performance of the Services, the Client will be liable for compensation of 20% of the price. This compensation was assessed at a flat rate and is subject to proof by E.J. FOODS of higher damages.

7.3. E.J. FOODS is entitled to terminate the agreement with immediate effect without judicial authorisation and without prior notice of default if there are serious suspicions that the Client is bankrupt within the meaning of Article XX.99 of the Belgian Code of Economic Law, that the Client has filed for bankruptcy or that the Client has been summoned to go bankrupt.

7.4. Termination in the event of breach of contract – E.J. FOODS is entitled to terminate the agreement, without prior notice of default, without judicial intervention, and without being liable for any compensation in respect of such termination alone, by written notice stating the reason for the termination, if:

- (i) a permit or notification is required in the context of the performance of the agreement and such a permit or notification is not available, or
- (ii) the Client commits a serious breach of contract, including (i) a manifest lack of cooperation (including, for example, repeatedly or for a long period of time preventing E.J. FOODS from delivering the Goods, not collecting or taking delivery of the Goods), unless there is a justification for such failure (e.g. serious illness of the Client or serious breach of contract on the part of E.J. FOODS), or (ii) failure to provide all necessary and relevant information relating to the delivery of the Goods to E.J. FOODS,

(iii) the Client does not agree to the performance of Additional Work that is necessary to complete the Services in a safe manner and without (the risk of) (future) defects, whereby the Client, in each of the cases (i)-(iii), shall reimburse E.J. FOODS for all expenses incurred and work performed, estimated at a flat rate of 20% of the price of the Goods or Services to be supplied, without prejudice to E.J. FOODS' right to claim compensation for damage actually suffered.

8. FORCE MAJEURE – HARDSHIP

8.1. E.J. FOODS is not liable for the (temporary or permanent) non-performance of an obligation if that obligation is (temporarily or permanently) affected by force majeure or hardship, where "**hardship**" means the situation in which:

- (i) a circumstance seriously aggravates or complicates the performance of the obligation, *a fortiori* makes it reasonably impossible, and
- (ii) that circumstance occurred after the conclusion of the contract, and
- (iii) that circumstance is not due to any fault on the part of E.J. FOODS.

The foregoing is complied with, including, but not exclusively, in the event of late performance or non-performance by or any (other) act or omission by a third party that is not an execution agent of E.J. FOODS (including, for example, a supplier of materials).

8.2. A situation of "**force majeure**" includes, but is not limited to:

- (i) Disease spread among animal species;
- (ii) Pandemic in the meat sector;
- (iii) Contamination of the Goods if this is not due to fault or negligence on the part of E.J. FOODS.

8.3. E.J. FOODS will notify the Client within a reasonable period of time of the occurrence of a situation of force majeure or hardship and will do everything in its power to limit the adverse consequences for the Client as much as possible.

8.4. In addition, in the event of force majeure or hardship, E.J. FOODS is entitled to ask the Client to renegotiate the Agreement with a view to amending it, taking into account the force majeure or hardship.

The foregoing applies without prejudice to E.J. FOODS' possibility to invoke Article 5.74, last paragraph of the Belgian Civil Code.

8.5. E.J. FOODS is entitled to terminate the agreement, without judicial intervention, if there is a permanent non-performance of the obligation (if the obligation has been concluded for more than one month) due to force majeure or hardship:

- (i) and the agreement is not divisible, or
- (ii) which constitutes the principal obligation of the contract.

8.6. The Parties expressly agree that the Client cannot invoke a so-called hardship doctrine that would be provided for by law as a supplementary right.

9. LIABILITY

9.1. E.J. FOODS is not liable for:

- (i) Visible defects that were not immediately mentioned on the delivery note or CMR document as stated in **article 4.4**.
- (ii) In view of their perishable nature, complaints about the quality or non-conformity of the Goods - which could not be detected at Delivery - must be reported as soon as possible and at the latest within 24 hours for fresh products and 48 hours for frozen products after Delivery. A complaint must be substantiated with supporting documents as far as possible and the Client must make the Goods available for inspection by E.J. FOODS. Complaints outside this period cannot be invoked against E.J. FOODS.
- (iii) The situations described in **Article 8**.

(iv) Any damage caused by an error on the part of the Client or its appointees (e.g. failure to provide all necessary and relevant information relating to the performance of the Services or the provision of incorrect or incomplete information) or a third party (e.g. defects that existed prior to the intervention of E.J. FOODS).

(v) indirect damage, including, for example, loss of profit, insufficient coverage of fixed costs, missed savings, reduced goodwill, etc.

9.2. E.J. FOODS cannot be held liable by the Client for extra contractual obligations.

9.3. E.J. FOODS' commitments are obligations of means not of result.

9.4. Regardless of the nature or extent of the fault and damage, the liability of E.J. FOODS is limited to 2,500,000 euros per claim and to a total of 2,500,000 euros per year.

9.5. The above-mentioned limitations of liability also apply to liability on the part of E.J. FOODS towards third parties as a result of the cooperation with the Client. The Client indemnifies E.J. FOODS against any higher claim on the part of that third party.

10. ADDITIONAL WORK

10.1. "**Additional work**" refers to the performance of more work than initially anticipated, due to any circumstance, including the condition of the Goods to which the Services relate, the safety of persons, changes in laws or regulations or the will or fault (e.g. failure to provide all necessary and relevant information relating to the performance of the Services to E.J. FOODS) of the Client or a third party (e.g. a safety coordinator), even if such work is carried out after completion or acceptance of the work initially planned (e.g. the rectification, after completion or acceptance of the work initially planned, of any defect or deviation that may have arisen due to a fault on the part of the Client or a third party).

10.2. These General Terms and Conditions also apply to such Additional Work.

10.3. If the Additional Work can be performed by E.J. FOODS, E.J. FOODS will only proceed with the execution of the Additional Work after the Client has agreed to the Additional Work and the price for it.

11. INSURANCE

11.1. The Parties expressly acknowledge that the statutory insurance contracts have been or will be concluded.

11.2. Upon first request, the Parties shall provide the requesting Party with a copy and, if applicable, proof of payment of the requested insurance contract.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. E.J. FOODS remains the sole owner of all intellectual property rights that may arise on its part in the performance of the agreement.

13. DATA PROTECTION

13.1. If E.J. FOODS acts as a controller or processor for the processing of the Client's personal data, E.J. FOODS will comply with the applicable legislation on the processing of personal data (including, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).

14. OTHER CLIENT OBLIGATIONS

14.1. The Client declares that it is entitled in all respects to take delivery of the Goods and have the Services performed and that it has complied and continues to comply with all applicable legal and regulatory European and Belgian requirements.

14.2. If a permit or notification is required in the context of the execution of the agreement, the Client declares, in particular, that such permit has been obtained or that such notification has been made.

14.3. The Client will provide E.J. Foods with all information necessary and relevant for the execution of the agreement and is responsible for the correctness and completeness of the information provided.

14.4. For the purpose of and during the performance of the Services, the Client shall ensure, at its own responsibility and expense, that:

- (i) The Goods or parts to be processed are delivered to E.J. FOODS in a correct manner, in accordance with the rules of the art and the legal regulations;
- (ii) That all other European and Belgian regulations regarding the Goods are complied with.

14.5. The Client undertakes to maintain the confidentiality of the confidential information made available to him/her by E.J. FOODS. Confidential information is in any case understood to mean the secret, know-how, financial and other (business) information provided by E.J. FOODS that is not publicly available, the personal data of third parties that E.J. FOODS processes in accordance with **Article 14** of the General Terms and Conditions and that have been passed on to the Client.

15. GENERAL PROVISIONS

15.1. E.J. FOODS is entitled to call on a subcontractor of its choice (in whole or in part) for the execution.

15.2. For the avoidance of doubt, these General Terms and Conditions always apply within the limits of mandatory law and rules of public order.

15.3. For the avoidance of doubt, the means of redress to which E.J. FOODS may invoke under these General Terms and Conditions shall always apply, without prejudice to E.J. FOODS' right to invoke other means of redress provided for under the applicable law (e.g. a lump-sum damages clause does not exclude the possibility that E.J. FOODS may claim higher damages actually suffered).

15.4. E.J. FOODS acts in accordance with the legal rules and procedures imposed by the FASFC (Federal Agency for the Safety of the Food Chain) and ensures a food safety culture.

15.5. The invalidity or unenforceability of any provision of the agreement and these Terms and Conditions shall not affect the validity and enforceability of the remainder of the agreement. Where appropriate, the invalid or unenforceable provision shall be amended so that the provision that is invalid due to exceeding legal limits is mitigated to the maximum limits permitted by law and so that the provision is as far as possible in accordance with the original intention of the Parties.

15.6. The Client is not permitted to transfer his rights or obligations under an agreement concluded with E.J. FOODS without the prior written approval of E.J. FOODS.

15.7. The application of international treaties (including the Vienna Sales Convention) is excluded as far as possible, nor any other (future) International Regulations on the sale of movable property whose effect may be excluded by the Parties.

15.8. The contract is exclusively governed by Belgian law.

15.9. The courts and tribunals of the registered office of E.J. FOODS shall have exclusive jurisdiction to hear and adjudicate on any dispute relating to the contract.