

**GENERAL TERMS AND CONDITIONS FOR EGGA FOOD B.V.**  
(registered with the Chamber of Commerce in Limburg, The Netherlands under number 13005851)

Article 1: General

- 1.1 These General Terms and Conditions (hereinafter: Terms and Conditions) apply to all offers, orders and/or agreements between Egga Food B.V. (hereinafter: the Seller) and Purchasers, intended for the sale and delivery of products and/or the provision of services and the performance thereof. Any deviations from or changes to these Terms and Conditions must be confirmed in writing by the Seller and will only apply to the relevant offer/order/agreement.
- 1.2 The "Purchaser" is understood to mean any natural person or legal entity to or for whom the Seller delivers goods and/or performs services, including its representatives, agents, and/or legal successors.
- 1.3 Any general terms and conditions applied by the Purchaser are non-binding on the Seller, unless the Seller has agreed to them in writing. If the Seller has agreed in writing with the applicability of one or more deviating terms and conditions, these Terms and Conditions shall remain in full force in all other respects.
- 1.4 If and insofar as any provision or subprovision of these Terms and Conditions is nullified and/or deemed unenforceable, these General Terms and Conditions shall remain in full force in all other respects, and instead of the nullified and/or unenforceable provision another provision shall apply that has the same purpose and purport to the extent possible.

Article 2: Agreements, Changes and Prices

- 2.1 An order placed by the Purchaser will be considered by the Seller to be an irrevocable offer.
- 2.2 Descriptions and prices in offers are given subject to reservation and apply only by approximation, unless indicated otherwise. The Purchaser cannot derive any rights from any errors in an offer. Offers are given based on information and specifications provided by the Purchaser, and are based on delivery within normal terms and under normal circumstances.
- 2.3 The Seller is only bound by an order placed with the Seller vis-à-vis the Purchaser if and as soon as the Seller has confirmed such order in writing, or if the Seller has commenced performing such order.
- 2.4 Orders, confirmations of orders or other correspondence via e-mail and/or a signed fax are accepted by the parties as legally binding correspondence.
- 2.5 Any changes to an order placed by the Purchaser that entail higher costs than the costs taken into account in the original quotation provided by the Seller shall be paid by the Purchaser. If such changes lead to a cost reduction, the Purchaser cannot derive any right from this with regard to a reduction of the purchase price. However, the Seller may decide at its own discretion that such changes will result in a lower purchase price.
- 2.6 Changes to an order placed by the Purchaser can lead to a delivery period previously indicated by the Seller being exceeded. Such cannot be invoked against the Seller.
- 2.7 If the Purchaser cancels an order it has placed in part or in full, the Purchaser must reimburse the Seller for the ensuing loss incurred by the Seller. That loss is calculated as 30% of the net invoice value of the cancelled order. The Seller reserves the right to prove a higher amount of loss, in which case the Purchaser must pay the higher loss amount.
- 2.8 Agreements concluded with the Seller are conditional in the event of shortages and/or other circumstances beyond the Seller's control that make delivery impossible.
- 2.9 Quoted prices are in euros, excluding VAT and ex works unless agreed otherwise in writing.

Article 3: Delivery

- 3.1 All offers issued by the Seller shall lapse after 24 hours, except where the Seller specifically issues a longer period of validity.
- 3.2 The term of delivery indicated by the Seller is an estimate unless explicitly agreed otherwise in writing. The Seller is not in default by merely exceeding the term of delivery. Where the delivery date is exceeded, this shall not entitle the Purchaser to dissolve the agreement or to receive compensation.
- 3.3 The time of delivery shall be deemed to be the time at which goods are delivered or the time at which they are collected.
- 3.4 Minor deviations in the deliveries effected by the Seller in terms of the quantities, weight and composition specified, for example, shall never be deemed to be a failure.

- 3.5 Unless agreed otherwise in writing, delivery is carriage paid, with the understanding that transport costs will be charged through to the Purchaser.
- 3.6 Failure by the Purchaser to have goods delivered in good time or to take receipt of goods in good time constitutes attributable non-performance by the Purchaser. In that event, the Seller may store the goods or have them stored at the Purchaser's expense or risk, or supply the goods to third parties if possible and recover the loss of income and any other losses from the Purchaser.
- 3.7 Delivery of products will be made in the packaging supplied by the Seller.

Article 4: Guarantees

- 4.1 The Seller guarantees delivery in accordance with the relevant European hygiene regulation.
- 4.2 Except where explicitly and clearly agreed on in writing, no other guarantees shall apply.

Article 5: Retention of title

- 5.1 All goods delivered and yet to be delivered shall remain the Seller's exclusive property until all claims the Seller has or will have against the Purchaser (such as interest, costs and activities), including in any event the claims stated in Book 3, Article 92 (2) of the Dutch Civil Code, have been paid in full.
- 5.2 As long as the ownership of the goods has not transferred to the Purchaser, it is not authorised to pledge the goods or grant third parties any rights on the goods, except within the normal conduct of its business. The Purchaser undertakes, upon first request by the Seller, to cooperate in creating a right of pledge on the claims the Purchaser has or will have against its purchasers pursuant to a resale of goods.
- 5.3 The Purchaser is obligated to store the goods delivered under retention of title with due care and as the recognisable property of the Seller.
- 5.4 If the Purchaser fails to perform its payment obligations or has or threatens to have payment difficulties, the Seller is entitled to retrieve the goods delivered under retention of title and still in the Purchaser's possession. The Purchaser shall provide the Seller with free access at all times to its sites and/or buildings for the purposes of inspection and/or exercising the Seller's rights.
- 5.5 The retention of title described in this Article shall extend to all goods delivered, including the semifinished products produced from the goods in question and, where the confusion of property has taken place, proportionally, both with the Purchaser and with third parties after onward delivery.
- 5.6 Said provisions in 5.1 through 5.5 do not prejudice the other rights vested in the Seller.

Article 6: Complaints

- 6.1 The Purchaser is obliged to thoroughly investigate whether the products satisfy the agreement upon delivery. If the Purchaser has a complaint regarding any shortcomings of the products delivered, this is to be reported to the Seller immediately after discovery, or in any event within 24 hours of delivery for fresh eggs and within 72 hours for boiled/peeled/painted eggs and egg products by fax as well as by email, and specified by means of an accurate description of the shortcomings and any additional facts from which the shipment to which the rejected products belonged can be derived. The Purchaser or the receiver of the products, as the case may be, must also make written note of the complaint on the products' transport documents to confirm that the complaint existed at the time of delivery.
- 6.2 Once the terms referred to in 6.1 have lapsed, the Purchaser is deemed to have approved the delivery and the relevant invoice, and complaints will not be addressed by the Seller.
- 6.3 With complaints based on grounds that reasonably could not have been discovered within the term laid down in Paragraph 1, a term applies of 24 hours respectively 72 hours from the time those grounds reasonably could have been discovered.
- 6.4 The Seller shall check the goods supplied by the Seller when loading the said goods. Conformity of the goods supplied shall be determined on the basis of this inspection and on the corresponding samples. Proof to the contrary shall only be possible where the inspection is performed at the time of delivery or unloading and the Purchaser also enables the Seller to simultaneously effect a reappraisal.
- 6.5 The Seller shall be fully exonerated from claims if the Purchaser is unable to demonstrate that it has stored, kept and transported the goods correctly, in accordance with the norms applicable in the sector.

- 6.6 Where complaints are found to be justified, the Seller shall never be obliged to do more than redeliver the goods in question, except where the Purchaser is able to demonstrate an intention act or gross negligence on the part of the Seller. Complaints with regard to a part of the products delivered cannot give cause to reject the entire delivery. In that case, the Purchaser is still obliged to pay for the part of the delivery without shortcomings.
- 6.7 Products sent by the Seller to the Purchaser can only be returned to the Seller after written consent from the Seller and under conditions to be determined by the Seller. The costs of the return are at the Purchaser's expense unless the costs pertain to a return with regard to which the Seller has established that the products have shortcomings for which the Seller is liable.

#### Article 7: Suspension, Termination, Force Majeure

- 7.1 If the Purchaser fails to meet any obligation vis-à-vis the Seller in any manner, as well as in the event of (a request for) suspension of payments, bankruptcy, liquidation or discontinuation of all or part of the Purchaser's business, the Seller is authorised, without prejudice to its other rights and without any obligation to pay damages, without notice of default or judicial intervention, to suspend performance of the agreement until payment of all that the Purchaser owes the Seller has been sufficiently secured; and/or to terminate every agreement with the Purchaser in full or in part, all without prejudice to the Purchaser's obligation to pay for products already delivered and/or services already provided and without prejudice to the Seller's other rights, including the right to damages.
- 7.2 In the event that the Seller is unable to perform the agreement as a result of force majeure, (which is understood to include frost, natural disasters, war, threat of war, civil war, riots, labour strike, fire and any other disruption in the Seller's operations), the Seller is entitled to suspend performance of the agreement without judicial intervention or to terminate the agreement in full or in part, without being obligated to pay any damages.

#### Article 8: Transfer of Rights and Obligations and Use of Third Parties

- 8.1 The Purchaser shall not transfer its rights and/or obligations ensuing from any agreement with the Supplier to third parties or have them serve as security regarding claims by third parties, without the prior written consent from the Seller.
- 8.2 The Seller is authorised to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in the Seller's opinion or if such ensues from the agreement.

#### Article 9: Liability

- 9.1 If the goods are unloaded by members of staff or auxiliary persons engaged by the Purchaser, the risk of unloading shall be for the Purchaser.
- 9.2 The Seller's liability is limited to the performance of the agreement between the parties. Any liability for consequential damage and/or damage at the Purchaser or third parties, on any ground whatsoever – except in the case of intent or gross negligence – is explicitly excluded. In the event of non-performance the Seller is merely obliged to replace the products or repay the purchase price, at its own discretion.
- 9.3 Any liability on the part of the Seller for direct damage or loss shall be limited to a maximum of twice the value of the goods delivered by the seller. Furthermore, the liability applicable for the Seller shall always be limited to the amount that the insurer is willing to pay out in the case in question, plus the excess, unless an intentional act applies on the part of the Seller.
- 9.4 The Purchaser is obligated to indemnify the Seller and hold it harmless from and against any and all claims for damages by third parties engaged by the Purchaser vis-à-vis the Seller regarding the performance of any agreement between the Purchaser and the Seller, unless the Seller is guilty of intent or gross negligence.

#### Article 10: Payments

- 10.1 All prices charged by the Seller are net, exclusive of BTW (Dutch VAT) and transport costs, unless clearly agreed otherwise.
- 10.2 The Purchaser shall effect payment to the Seller within thirty (30) days after the invoice date, unless agreed otherwise in advance.
- 10.3 In the event of an overrun of the payment term agreed in Article 10.2 of these Terms and Conditions, the Purchaser

shall - without prejudice to any other rights of the Seller, including the right to receive statutory interest - owe monthly default interest of two (2) percent on the (part of the) invoice (still owed) as from the date that the payment term is exceeded until the date of full payment of the invoice amount. In that event, the Seller will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or sufficient security has been provided.

- 10.4 Payment is to be effected in euros by means of SEPA transfer. If payment is not effected by means of SEPA transfer, any additional costs are at the Purchaser's expense.
- 10.5 The Purchaser herewith waives its rights of setoff and suspension of performance. The Purchaser is only entitled to reduce payments on its own initiative after it has received a credit invoice from the Seller.
- 10.6 The Seller undertakes to invoice in good time. Partial invoicing is possible at all times unless explicitly agreed otherwise in writing.
- 10.7 Once the Seller has transferred a claim for extrajudicial and/or judicial collection, for which no prior notification is required, the Purchaser shall owe all judicial and extrajudicial collection costs, which will be calculated based on the rate used by Netherlands Bar Association.
- 10.8 Payments effected by the Purchaser will first be used to pay all charges and interest due and subsequently to pay the oldest payable invoice, even if the Purchaser states that the payment relates to a later invoice.

#### Article 11: Provision of Security

- 11.1 If the Seller has cause to suspect that the Purchaser will be unable to perform its obligations by virtue of the agreement, the Purchaser is obligated to provide, upon the Seller's first request, sufficient security for complete performance of all its obligations with regard to agreements performed or to still be completely or partially performed, in a manner to be indicated by the Seller.

#### Article 12: CBL Crates/Pallecons/Dividers/Trays/Plastic pallets

- 12.1 The Seller shall make available CBL crates, pallecons, dividers (grey), trays (mint-green) and plastic pallets (mint-green) to the Purchaser on a temporary basis. The Seller shall be entitled to charge the Purchaser for this use.
- 12.2 Dividers (grey), trays and plastic pallets (both mint-green) shall have identification code 8888 burned into them.
- 12.3 Where the use of CBL crates is concerned, the Purchaser shall be bound by the general terms and conditions formulated by Container Centralen Full Service (CC) or another organisation to be designated by the Seller. It shall be possible to consult these terms and conditions on the Seller's website and the Seller shall send a copy of them to the Purchaser where the Purchaser requests it to do so.
- 12.4 As regards the use of pallecons, the customer shall be bound by the general terms and conditions formulated by CEVA Container Logistics B.V. (CEVA). It shall be possible to consult these terms and conditions on the Seller's website and the Seller shall send a copy of them to the Purchaser where the Purchaser requests it to do so.
- 12.5 Every week, the Purchaser will receive a recent overview of the CBL crates and pallecons to be exchanged by the Purchaser. The Purchaser is obliged to ensure that the CBL crates and pallecons to be exchanged are ready for collection on the dates and times to be indicated by the Seller.
- 12.6 Pallecons shall be put out ready for collection, folded, without the blue liner and cardboard, stacked in groups of five or in multiples of five.
- 12.7 Any costs and/or loss arising for the Seller as a result of a failure to fulfil obligations arising from Paragraph 1 to 6 of this article shall be borne entirely by the Purchaser. The same shall apply for the consequences of any damage that has been caused to and the loss of CBL crates and pallecons. The Seller shall be entitled to on-charge the Purchaser in full for all costs charged to the Seller and/or any loss in this regard.

#### Article 13: Applicable Law, Competent Court

- 13.1 These Terms and Conditions and all legal relationships between the Seller and the Purchaser are governed by Dutch law.
- 13.2 Insofar as the law does not imperatively prescribe otherwise, only the Amsterdam District Court will be competent at first instance to examine any disputes arising with regard to any agreement or the performance of any agreement between the Seller and the Purchaser, as well as disputes regarding these Terms and Conditions and provisions thereof, including in

search of provisional relief, without prejudice to the Seller's right to submit a dispute to the court with competence pursuant to the competence rules normally applicable.

Article 14: Prevalence of Dutch Text

14.1 In the event of conflict between a translation and the Dutch version of these Terms and Conditions, the Dutch version shall prevail.

Article 15: Filing

15.1 These Terms and Conditions have been filed with Limburg Chamber of Commerce under number 13005851.