



General Purchase Conditions

THESE PURCHASE CONDITIONS WERE FILED WITH THE CHAMBER OF COMMERCE OF EINDHOVEN UNDER FILE NUMBER 18032521.

ARTICLE 1

Definitions

In these general purchase conditions the following definitions apply:

Goods: the goods, services and/or software to be delivered to and/or to be provided for Vion;

Supplier: any party which delivers Goods to Vion;

Vion: the Vion entity and/or its affiliated enterprises, which make use of and declare applicable these general terms and conditions.

ARTICLE 2

Services Module

1. The Services Module also belongs to these general conditions. If the agreement relates entirely or partially to services and/or supply of service, this Services Module automatically also applies to the agreement entered into between the parties. If any part of these general purchase conditions is conflicting or inconsistent, then the provisions of the Services Module will prevail.

ARTICLE 3

Formation

1. All quotations from the Supplier including all costs, in whatever form, are considered as irrevocable and are entirely free of charge for Vion.
2. The agreement comes into effect at the moment of acceptance by Vion of the last verbal or written quote from the Supplier. This acceptance can be made by means of a purchase order sent by Vion. An order confirmation sent later by the Supplier does not change the content or moment of formation of the agreement. Vion can require the Supplier to use a particular form for order confirmation.

ARTICLE 4

Nature and scope of the agreement

1. Vion informs based on estimates, as a result of its planning schedule, that it wants to buy Goods of a certain size, up to a certain weight, in a certain quantity or in a certain amount from Supplier. Vion has the right to reduce the amount, size or weight referred to above unilaterally without being liable to make any payment or compensation towards the Supplier with respect to the Goods deducted. There is thus expressly no purchase obligation on Vion and Vion will try to inform the Supplier as soon as possible about such changes.

ARTICLE 5

Prices and conditions

1. The price of the Goods is fixed and also inclusive of all additional costs in connection with – for example, but not limited to – the packaging, trade promotion, the transport and/or delivery costs to the location designated by Vion and further any costs of assembly and instruction.
2. All prices are in euros and exclusive of VAT and inclusive of other levies which are or will be imposed by the authorities.
3. Future price changes and market developments are reported in writing by the Supplier to Vion. Price changes shall only become effective after having been accepted by Vion in writing.

ARTICLE 6

Delivery

1. Packaging and delivery take place according to the method, time and place indicated by Vion and at the expense of the Supplier.
2. All periods, dates and order lead/slot times stated in the agreement are final deadlines. In case of overdue delivery, the Supplier is accordingly in default de jure.

3. Goods must comply with all applicable laws and, insofar as required, or if applicable, be provided with a clearly legible use-by date. The contents of each batch of the same goods – including the applicable use-by date – must be clearly indicated on the outside.
4. In no event any costs for and/or deposit on packaging, including packets, crates and suchlike will be charged by the Supplier. The Supplier must continually adapt the repackaging to the most recent environmental requirements, as well as use or consume as little packaging material as possible.
5. All deliveries by Supplier to Vion are based on the most recent Incoterms: Delivery Duty Paid (DDP). The ownership and risk of the relevant Goods passes to Vion immediately after the Goods are delivered.

ARTICLE 7 Payment

1. The Supplier will invoice Vion after the date of receipt and approval of the Goods in accordance with the regulations of Vion.
2. Payment by Vion will take place after 60 days after receipt and approval of the Goods and receipt of the related invoice and accompanying documents.
3. Payment by Vion takes place once a week.
4. Vion can at any time settle an amount owed by it to a payment owed by the Supplier to Vion or to another company belonging to the Vion group, for whatever reason and regardless of the currency in question.
5. In the event of a situation as referred to in article 13 a to g, Vion's claim on the Supplier shall be immediately due and payable.

ARTICLE 8 Quality

1. The Supplier guarantees that the Goods supplied meet all applicable laws as well as all agreed requirements and specifications.
2. Vion is entitled to inspect the Goods or have them inspected, at the expense of the Supplier, unless the supplied Goods – according to the inspection – meet the agreed requirements and specifications.
3. Vion will lodge a complaint with the Supplier within a reasonable period after the defaults in/of the Goods became evident to Vion. If Vion and the Supplier cannot come to an agreement on the matter, Vion is entitled to have an independent investigation performed, at the expense of the Supplier, unless the supplied Goods – according to the independent investigation – prove not to have any defaults and meet all applicable laws as well as all requirements and specifications.

ARTICLE 9 Liability and Insurance

1. Supplier indemnifies Vion against all costs, damage and interests which might arise for Vion:
 - a. by reason of a default in/of Goods;
 - b. as the direct or indirect consequence of legal proceedings instituted against Vion by third parties concerning the performance of the agreement;
 - c. as a direct or indirect consequence of claims of its buyers concerning the non-delivery, overdue delivery or faulty delivery to these buyers, as a result of the non-delivery, overdue delivery or faulty delivery to Vion by the Supplier;
 - d. as a result of the Supplier being non-compliant to applicable laws and regulations.
2. The Supplier assists Vion in and out of court and at the request of Vion, to join as party at its own expense in a third party action.
3. Vion will never be liable for loss in whatever form, except in the case of willful misconduct or gross negligence on the part of the persons entrusted with management at Vion.

4. Notwithstanding the provisions of the previous paragraph, any liability of Vion for operational losses, other consequential loss and/or loss resulting from willful misconduct or gross negligence on the part of Vion's employees is expressly excluded.
5. The Supplier must insure itself adequately against the customary risks, including but not limited to fire, theft, water damage, and product liability. Immediately upon request of Vion, Supplier shall submit to Vion a copy or copies of the insurance policy or policies with a minimum cover of EUR 1,500,000. All claims by the Supplier against the insurers relating to matters arising by virtue of the aforementioned insurance policies shall, at such a time as Vion indicates that it so wishes, be pledged by the Supplier to Vion. The Supplier declares that these claims are not encumbered in favor of any third party.

ARTICLE 10 **Force majeure**

1. In these general conditions force majeure means any circumstance beyond the control of Vion, even if it could have been anticipated at the time of conclusion of the agreement, which temporarily or permanently prevents performance of the agreement, as well as, insofar as not already included therein, war, war risk, civil war, riot, strike, exclusion of workers, transport difficulties, fire and/or serious disruptions to the operations of Vion or its supplier(s) or other third parties engaged by Vion, as well as (animal) illnesses, epidemics which have broken out and situations of changed legislation and regulations including veterinary decisions, which affect the performance of the obligations of Vion.
2. In the event of force majeure, Vion is exempted during the period of force majeure from all its obligations under the agreement with the Supplier, without any duty to pay compensation to the Supplier.

ARTICLE 11 **Confidentiality**

1. The Supplier undertakes to maintain strict confidentiality of all information from and about Vion which has come or been brought to its knowledge in whatever way pursuant to or in connection with the agreement entered into between the parties.
2. Neither of the parties shall, without prior written permission from the other party, report the agreement in publications or advertisements. The Supplier undertakes to provide to Vion, immediately on request, all information which it possesses in the context of the performance of the agreement, including any copies made thereof without further costs being involved in this. This obligation remains fully in force also after the termination or dissolution of the agreement. The Supplier is obliged to impose the obligation of confidentiality referred to in this article on its employees/ subordinates and third parties who necessarily obtain or bear knowledge of the information referred to in the previous paragraph and guarantees that those employees/ subordinates and third parties will comply with this obligation. This clause is also intended as a third-party clause for the benefit of Vion.
3. All information, the request for quotation, sketches, diagrams, models, designs, specifications, data, documents and other business information which Vion provides to the Supplier and/or produces in the context of the (formation of the) agreement may not be used by the Supplier in any other way than for the purpose for which they were made available to it by Vion and remain at all times the property of Vion.

ARTICLE 12 **Intellectual property rights**

1. If intellectual property rights are attached to the Goods and services or accompanying documentation and materials supplied, Vion receives the right of use thereof free of charge by means of a non-exclusive, worldwide, perpetual licence, all this with the right of granting sublicences. This right of use comprises the permission to perform

or have performed all copyright-protected rights with respect to or in connection with the use of the Goods and services supplied by or for Vion regardless of the manner and form, under condition that this takes place in the context of the normal activities of Vion.

2. All rights of intellectual property which arise as a result of the performance of the supply by the Supplier or its staff belong to Vion.
3. Insofar as actions are required for the transfer of such rights the Supplier shall, immediately upon request by Vion, cooperate in the transfer of such rights without laying down further conditions.
4. The Supplier indemnifies Vion against claims in connection with breach of intellectual property rights by third parties and similar claims such as with respect to knowledge and expertise or unauthorised competition. The Supplier is obliged to do everything that is necessary for taking all steps which can contribute to the prevention of stagnation at Vion and to the limitation of the extra costs to be incurred or damage to be suffered by Vion in this connection, all this at the expense of the Supplier.

ARTICLE 13 **Termination**

1. Vion can – without prejudice to its right to compensation – terminate an agreement with the Supplier, with immediate effect, without Vion being obliged to pay any compensation to the Supplier on this matter:
 - a. in the event of failure by the Supplier to meet any obligation towards Vion;
 - b. if prejudgment attachment or executory attachment is levied against the Supplier;
 - c. if the Supplier applies for a moratorium or a moratorium is granted to the Supplier, or if the Supplier offers a composition to its creditors, dies or discontinues the business;
 - d. in the event of the (request for) bankruptcy of the Supplier;
 - e. in the event of guardianship, cessation, liquidation of the Supplier, full or partial transfer or (undisclosed) pledge of his business and/or of any business assets and/or business claims;

- f. in the event of force majeure on the part of the Supplier;
- g. in the event of change of control at the Supplier;
2. If the agreement has the character of a continuing performance contract (*duurovereenkomst*), it can be terminated at any time by Vion with due observance of a notice period of (sixty) 60 days.
3. If Vion has entered into two or more related agreements with the Supplier, Vion may also terminate the other agreement(s) in the manner specified in this article.

ARTICLE 14 **General**

1. The Supplier is not entitled without prior written permission from Vion to transfer and/or outsource its rights and obligations under the agreement fully or partially to third parties (*goederenrechtelijke werking* as set out in 3:83 paragraph 2 Dutch Civil Code).
2. If one or more provisions of these general purchase conditions are void or not enforceable in other respects, the remaining provisions will remain unimpaired. The void provision(s) in question will be replaced automatically by a provision which approximates the void provision(s) as closely as possible.
3. The business principles mentioned in the Code of Conduct of Vion are an integral part of the agreement between Vion and the Supplier. The Supplier must ensure to fully comply to these business principles. The most recent version of the Code of Conduct of Vion can be found at www.vionfood.com. Vion is entitled to modify the Code of Conduct unilaterally, if Vion considers it necessary.
4. The Supplier must cooperate immediately and unconditionally in order to make Vion and/or any independent third party able to check if Supplier meets all applicable laws and regulations as well as all agreed requirements.



ARTICLE 15

Applicable law and competent court

1. All quotations, order confirmations and agreements are exclusively governed by Dutch law. The provisions of the Vienna Sales Convention on Contracts for the International Sale of Goods are not applicable.
2. Any disputes between Vion and the Supplier will in the first instance only be submitted to the competent court of Oost-Brabant, located in 's Hertogenbosch.

SERVICES MODULE

ARTICLE 16

Supplementary definitions

Provision of service/Services: services as defined in the agreement, purchase order or quotation.

ARTICLE 17

Services

1. Vion can change the location where the work must take place, provided that this is made known to the Supplier no later than three (3) working days before the start of the change. If the change results demonstrably in higher costs for the Supplier, they may be eligible for compensation after mutual consultation. In the opposite case, Vion is entitled to a corresponding reduction of the compensation.
2. If Vion entered into the agreement with a view to its performance by one or more specific persons, the Supplier ensures that those persons actually are and remain charged with its performance.
3. The daily management and supervision of the performance of the Services are vested in the Supplier.
4. The Supplier meets all laws and regulations regarding working conditions and, if applicable, the collective labor agreement.
5. The Supplier lays down in writing all terms and conditions of employment.
6. The Supplier ensures that his staff is able to identify themselves with an official document that is recognized as valid in the applicable national laws and regulations.

ARTICLE 18

Replacement of Staff at Supplier

1. The Supplier replaces staff only with prior permission from Vion. Vion does not refuse permission on unreasonable grounds and can attach conditions to this.
2. If staff are replaced, the Supplier does not charge any costs related to this to Vion.
3. When staff are replaced, the Supplier makes staff available at the same rate who are at least equivalent to the originally

deployed staff as far as expertise, education and experience are concerned.

4. Immediately upon request by Vion, the Supplier must organise the adequate replacement of staff, if Vion has the reasonable suspicion that the member of staff in question of the Supplier shall (be able to) engage in activities which (can) damage Vion.

ARTICLE 19

Subcontracting

1. In the performance of the agreement, the Supplier may only make use of the services of third parties with the prior written permission of Vion. Vion can impose further conditions to this permission. The subcontractor of the Supplier in his turn is not allowed to make use of a subcontractor. The Supplier must state this requirement in any agreement with any subcontractor. This provision is a third parties' clause (*derdenbeding*) as set out in 6:253 Dutch Civil Code.
2. Permission from Vion does not affect the Supplier's own responsibility and liability for the performance of its obligations under the agreement and the obligations pursuant to the applicable legislation.
3. The Supplier checks the subcontractor on registration in the Chamber of Commerce business register (*Kamer van Koophandel*) in the Netherlands or a foreign equivalent and on the required permits.
4. The Supplier imposes all obligations on the basis of the agreement with Vion on the subcontractor, which he might use for the (partial) execution of the agreement.

ARTICLE 20

Secondment

1. The articles 20 to article 23 are applicable when secondment is explicitly agreed between parties.
2. Working days and times of the staff made available by the Supplier are equal to those of the staff of Vion at the location in question.

3. Overtime is applicable when, at the request of Vion, work is performed outside of the working days and times as referred to in the previous paragraph. Work following on from the working times referred to in that article for no more than half an hour is not designated as overtime.

ARTICLE 21

Leave and costs of Supplier

1. Staff of the Supplier take leave after consultation with Vion and taking the normal progress of the work into consideration.
2. Leave taken by staff of the Supplier is not at the cost of Vion.
3. Solely costs of and time concerning courses for staff of Supplier, which are followed at the explicit request of Vion, are payable by Vion.
4. Travel time and length of stay and travel and subsistence expenses of staff of Supplier are not at the cost of Vion.
5. Vion can designate a number of days per year on which its business is closed.

ARTICLE 22

Indemnification and liability

1. Supplier indemnifies Vion against claims by the staff of Supplier based on the alleged existence of an employment contract with Vion.
2. Supplier indemnifies Vion against liability for the income tax, social security contributions and VAT tax which are or shall be owed by Supplier or by third parties engaged by Supplier in connection with the performance of the agreement.
3. Upon undertaking the work and subsequently each successive calendar year, Supplier will immediately on request submit to Vion a statement from the Tax and Customs Administration and/or the Employee Insurance Agency (UWV) concerning the payment history, which also specifies that payment of taxes and national insurance contributions has taken place with respect to the staff employed by the Supplier and/or third parties engaged by the Supplier. Non-compliance with this obligation entitles Vion to terminate the

agreement immediately, without being liable to pay compensation to the Supplier in any way.

4. The income tax, social security contributions and VAT tax which the Supplier must pay in connection with the performance of the agreement, may be paid by Vion:
 - a. through direct deposit to the Tax and Customs Administration; or
 - b. by paying into a G account of the Supplier. If the Supplier does not have a G account, it will immediately on request by Vion open a G account as soon as possible and do all that is necessary for its use.

ARTICLE 23

Self-employed entrepreneurs

1. The agreement between Vion and the self-employed entrepreneur providing services is an assignment agreement (*overeenkomst van opdracht*) as set out in article 7:400 Dutch Civil Code.
2. The appointments between Vion and the self-employed entrepreneur shall be laid down in a model agreement (*modelovereenkomst*), which is approved by the Dutch Tax Authority.
3. In case of any conflict between these general terms and conditions and the model agreement, the model agreement will prevail.
4. If an agreement is entered into (directly or indirectly) with a self-employed entrepreneur for the execution of an assignment of Vion, the Supplier shall lay down in a model agreement the appointments between the Supplier and the self-employed entrepreneur. The Supplier must provide Vion with a copy of the model agreement with the relevant self-employed entrepreneur, which is approved by the Dutch Tax Authority.