

# **General Terms and Conditions**

## **De Vegetarische Slager**

### **1. General**

- a. These Terms and Conditions apply to all offers, advice, agreements and (legal) acts between De Korte Weg B.V. T/A "De Vegetarische Slager" (further referred to as: the "**DVS**") and its customer (further referred to as: the "**Customer**").
- b. These terms and conditions also apply if DVS makes use of the services of a third party.
- c. The Customer's General Terms and Conditions may be applied only if DVS has expressly agreed in writing.
- d. Any deviating stipulations apply only if recorded in writing.

### **2. Quotations and offers**

- a. All quotations and offers of DVS are without engagement and are valid for no more than seven (7) days.
- b. DVS cannot be held to its quotations or offers if the Customer can reasonably understand that the quotations or offers contain an obvious mistake or error.
- c. If a design, sample, or example is displayed or supplied by DVS, this shall be assumed to have only been displayed or supplied as an indication: the characteristics of the products to be supplied may deviate from the sample, design or example, unless it was expressly stated that the product would be in accordance with the sample, design or example displayed or supplied.
- d. Specifications provided concerning quality, measurements or weights are approximate and shall not be binding to DVS. At the moment that the products leave DVS' factory or warehouse, the quality, the measurements and the weights of the products concerned shall be determined by means of an exit control (BRC). This determination is normative.
- e. The prices are exclusive of VAT and exclusive of insurances, load carriers and casks, transport and any levies charged by public authorities.

### **3. Third parties**

DVS is authorised to hire third parties and to accept any liability restriction by those third parties on behalf of the Customer.

### **4. Execution of the Agreement**

- a. The Agreement shall only commence after payment of at least fifty (50)% of the total invoice amount of the Agreement has been received by DVS, unless otherwise agreed.
- b. Orders are executed as soon as possible; however, the delivery periods of DVS are indicative.
- c. If the execution of the order is delayed due to circumstances attributable to the Customer, the delivery period may be extended for a period of time equivalent to the extent of the delay caused by these circumstances and the agreed prices may be increased as a result of the additional costs caused by the circumstances attributable to the Customer. Furthermore, the Customer is liable for any delay costs and the destruction costs of the products ordered by the Customer.
- d. The Customer must ensure that the information DVS requests or needs is provided on time and that all information is complete and correct.
- e. The Customer shall ensure that all information which DVS declares to be necessary or which the Customer should reasonably understand to be necessary for the execution of the Agreement, is provided to DVS in good time. If DVS has not been provided timely with the information necessary for the execution of the Agreement, DVS is entitled to postpone the execution of the Agreement and/or to charge the additional costs (including any delay costs and destruction costs) resulting from the postponement to the Customer, in accordance with the then usual rates.
- f. DVS is not liable for damage, of whatever nature, due to DVS working on the basis of incorrect and/or incomplete information provided by the Customer, unless any such inaccuracies or incompleteness should have been known to DVS.
- g. The Customer is obligated to take possession of the purchased products at the time of delivery or at the time the products are to be made available to it as specified in the Agreement. If the Customer refuses to receive the products or fails to provide the information, instructions, or loading or unloading facilities, necessary for the delivery, DVS shall have free choice to store the products or to destruct them for the account and risk of the Customer.
- h. DVS is permitted to deliver sold products with an independent value in parts. If the products are delivered in parts, DVS shall be entitled to invoice each part separately.
- i. If it has been agreed that the Agreement shall be executed in phases, DVS is entitled to suspend the performance of those elements that are part of a subsequent phase until the Customer has approved the results of the preceding phase in writing, has in fact accepted it, or until the Customer has paid the invoices of the previous phase.

- j. If during the execution of the Agreement it becomes apparent that it is necessary for its proper execution to amend or supplement the work to be carried out, the parties shall amend the Agreement accordingly, on a timely basis and in mutual consultation.
- k. If the parties agree that the Agreement shall be amended or supplemented, this may affect the completion time of the Agreement and additionally the originally agreed amount. DVS shall notify the Customer hereof as soon as possible.
- l. If it has been agreed to deliver in parts and to charge the parts separately, each part shall be considered as separate agreement, insofar as the contrary is not derived from other stipulations, in particular with regard to the stipulations on payment and guarantee.

5. **Packaging**

If a special packaging with a specific value is used for a product, the costs of said packaging shall be specified in the invoice. After restitution of the packaging in its original and undamaged condition, the costs thereof shall be refunded. The ownership of the packaging shall remain rested in DVS.

6. **Shipping / delivery**

- a. Unless otherwise agreed, DVS' factory or warehouse shall be the place of delivery or the place of dispatch of the products.
- b. Any transport and the loading and unloading of the products is subject to the conditions of the relevant carrier and shall at all times be at the expense and risk of the Customer.
- c. If applicable, delivery of the product is carried out in accordance with special (legal) regulations drawn up by the government or the manufacturer. If special transport is required according to regulations, DVS shall choose the method of transport.

7. **Guarantee**

- a. The products to be supplied by DVS shall meet the usual requirements and standards that can reasonably be made of them at the moment of delivery and for which they are intended in normal use.
- b. The factory warranty or the guarantee of DVS in respect of the products applies to the products.
- c. The guarantee shall be voided if a defect is caused by or ensues from inappropriate use of the product, but also if the product is stored incorrectly. The guarantee is also invalid if alterations have been made to the product by the Customer or third parties.
- d. DVS guarantees that the products delivered shall be free from defects in workmanship during a period of one (1) month after delivery.
- e. If the product delivered shows a defect, the Customer shall be entitled to a remedy of the product delivered. The Customer shall only be entitled to replacement if the product delivered cannot be remedied.
- f. DVS can only be held liable for damage due to a defect in the delivered product in conformity with the stipulations of article 11 (Liability).
- g. The Customer is obliged, at the risk of forfeiting the guarantee, to notify DVS by a registered letter of a defect immediately after discovery. The Customer is obliged to store a defective product at DVS' request and must return the defective product to DVS carriage paid.

8. **Inspection after delivery**

- a. The Customer is obliged to inspect (have inspected) the products delivered immediately at the moment that the products are made available to it. In this connection the Customer must inspect whether the quality and quantity of the products delivered correspond to the Agreement or meet the requirements agreed between the parties in this respect. Any visible defects must be notified in writing to DVS within two (2) calendar days after delivery. Any invisible defects should be notified in writing to DVS immediately, but in any case at the latest within five (5) calendar days of their discovery. The notification must include a description of the defect, to the extent that DVS shall be able to respond adequately. The Customer must allow DVS to investigate (have investigated) the complaint.
- b. If the Customer submits a complaint in a timely manner, it shall not suspend its payment obligation. In that case the Customer is also held to accept and pay for the other ordered products in accordance with its instructions to DVS.
- c. If the complaint is not submitted within a period of five (5) calendar days, all liability on DVS' part shall cease to apply, and the Customer's right to remedy, replacement or compensation shall also be lost, unless the Customer could not reasonably have known of the defect before.
- d. Even if the Customer submits a complaint in a timely manner, its obligation to accept and make payment for the orders made remains unchanged. Return is only possible after written consent of DVS. To this end the product must be delivered in its original packaging to the address given by DVS.

9. **Onward supply**

The Customer is entitled to resell and supply on the products delivered by DVS within the EU, provided that:

- a. The relevant products are not offered together with products that are competitive with any other product marketed by DVS or that are involved in any promotional action.

- b. The relevant products are supplied on in their original, unaltered packaging originating from DVS; and
- c. The Customer agrees with its (sub-)customer by way of a perpetual clause that the obligations referred to under a) and b) must be met in full, also in the event of a resell or supply onward.
- d. Further arrangements have been made with DVS.

10. **Advice**

- a. At the Customer's request, DVS is willing to advise the Customer on the choice of products and/or their application. The Customer must make the request in writing as much as possible, clearly stating all information relevant for the advice.
- b. The advice exclusively relates to the specific situation at all times and may never be interpreted, maintained, used or quoted as general advice.
- c. The advice shall be issued by DVS to the best of its knowledge and experience.
- d. DVS shall not accept liability for any damage of whatever nature and extent, arising from advice given by or on behalf of it, regardless of at whose initiative and in which manner the advice was compiled.

11. **Liability**

- a. In all cases DVS' liability is restricted to the sum to be paid by the insurer of DVS. If DVS' liability is not fully covered by the insurer, DVS' liability shall be limited to a maximum amount equal to the invoice amount in respect of the relevant product delivered, and DVS' liability is at all times limited to a maximum amount of €10,000.- (*in words: ten thousand Euros*).
- b. In any case DVS shall not be liable for consequential or indirect damage.
- c. Damage can only be claimed if this damage has arisen within one (1) month after the (partial) Agreement has been executed, and DVS has been notified thereof in writing within ten (10) days of discovery. Any claims for damage that can be claimed, must be filed within one (1) month of discovery thereof.
- d. If a claim for damages is made against DVS by a third party, including the Customer's personnel, with respect to products supplied by DVS, the Customer is explicitly bound to indemnify DVS for such claims.
- e. As regards a symbol as referred to in the European Article Numbering Association (E.A.N.) and GTINs, DVS is never liable.

12. **Force majeure**

- a. Shortcomings in the performance of the Agreement cannot be attributed to DVS if due to circumstances beyond its control, nor under any law, the Agreement or common opinion, be for its own account and risk, and shall not give the Customer the right to dissolve the Agreement or the right to damages.
- b. Force majeure shall in any case include: telecommunication failures/failures in electronic data interchange/internet failures, unexpected cancellation by third parties, business disruptions, technical failures, lack of raw materials or auxiliary materials, bacterial or viral contamination of raw materials or auxiliary materials, transport problems, strikes, effects of a natural disaster, seasonal effects, exclusion, measures arising from mobilisation, acts of war, nuclear reactions, etc. even if these difficulties occur with the third parties engaged by DVS in the execution of the Agreement.
- c. DVS' obligations shall be suspended in case of force majeure. In such cases the Customer shall not be entitled to dissolve the Agreement, nor shall it have the right to reject the supply of the products of DVS afterwards, or suspend its (payment) obligations towards DVS.
- d. If DVS has already partly met its obligations before the occurrence of the force majeure, or can only partly meet its obligation, it shall be entitled to separately invoice the already delivered or deliverable part, and the Customer shall be obliged to pay this invoice as if it were a separate agreement. However, this shall not apply if the already delivered or deliverable part has no independent value in commerce.

13. **Intellectual property**

- a. All intellectual property rights relating to production (processes), sketches, calculations, pictures, catalogues, programmes, advice, analyses and products are vested in DVS. The Customer acknowledges these rights and shall refrain from any infringement thereof. If DVS requests to return the properties referred to in the previous sentence, the Customer is obliged to immediately meet this request.
- b. The Customer undertakes to not copy (have copied) the documents referred to under article 13 (a) or to make them available or have them available for inspection to third parties, unless prior written permission has been obtained from DVS.

14. **Rates and payments**

- a. The down payment, as referred to in article 4 under (a), of the total invoice amount, must be received by DVS before DVS commences the start of the Agreement.
- b. The Customer must pay an invoice to DVS within fourteen (14) days of the invoice date, without any deduction, withholding or offset, unless otherwise agreed in writing.

- c. After this payment term of fourteen (14) days has expired, the Customer shall be in default by operation of law; as of the time of default the statutory (commercial) interest rate is due on the immediately due and payable amount.
- d. From the date of default, the Customer shall also have to pay the extrajudicial collection costs due, incurred by DVS for the collection of its claim. These costs shall be calculated according to the current Extrajudicial Collection Costs Decree referred to under Section 6:96 paragraph 5 of the Dutch Civil Code. A minimum amount of € 250.- shall apply.
- e. Any discounts, bonuses, etc. shall only be given by DVS to the Customer if the Customer has met its obligations towards DVS timely, correctly and completely.

**15. Retention of title and pledge**

- a. All products supplied and to be supplied under the Agreement remain the property of DVS until the Customer has met all its obligations towards DVS.
- b. The products supplied by DVS, which are subject to the retention of title pursuant to (a) of this article, may only be sold on within the normal conduct of business. The Customer is not permitted to pledge the products supplied and to be supplied or to encumber them with any other right.
- c. If the Customer fails to meet its obligations, or if there is reasonable fear that it shall fail to do so, DVS is entitled to remove or have removed the products delivered under the retention of title referred to under (a) from the Customer or a third party that retains the products for the Customer. The Customer is obliged to render all assistance in this connection subject to a fine of 10% of the invoice amount per day that the customer fails to render assistance, with a maximum of 25% of the invoice amount.
- d. If a third party wishes to encumber the products supplied and to be supplied under retention of title with any right or if they wish to exercise such right, the Customer shall be obliged to inform DVS thereof in writing as soon as may reasonably be expected.
- e. Furthermore, at the request of DVS, the Customer undertakes:
  - to insure and keep insured the products supplied and to be supplied under retention of title against fire, explosion and water damage, and against theft, and to submit the insurance policy in question for inspection purposes.
  - to pledge all the Customer's claims on the insurers relating to the products supplied under retention of title to DVS, as prescribed in section 3:239 of the Dutch Civil Code;
  - to pledge all the claims that the Customer has on its customers when selling on the products supplied by DVS under retention of title to DVS, as prescribed in section 3:239 of the Dutch Civil Code;
  - to visibly mark the products supplied under retention of title as the property of DVS for third parties;
  - to render assistance in other ways with all reasonable measures DVS wishes to take to protect its ownership right with reference to the products supplied and to be supplied and which do not unreasonably interfere with its normal business operations.

**16. Right of complaint**

- a. DVS is entitled, pursuant to section 7:39 of the Dutch Civil Code et seq., to dissolve the Agreement by means of a written statement addressed to the Customer, following which DVS can recover the products it has delivered if the Customer fails to meet its payment obligations towards DVS no later than within a period of sixty (60) calendar days after the invoice date.
- b. DVS is only entitled to dissolve the Agreement in the event of default on the part of the Customer.

**17. Alteration and cancellation**

- a. The Customer can make a request to alter/supplement the Agreement until two (2) working days before the commencement of the order. DVS may charge additional costs.
- b. The request for an alteration/supplement must be made in writing giving reasons for the request.
- c. The order may be cancelled until five (5) working days after acceptance of the order, unless agreed otherwise in writing.
- d. If the request to alter/supplement or cancel has not been made in time, the Customer shall be charged the full costs of the order.
- e. The Customer shall at all times be charged the costs DVS has spent on third parties.
- f. DVS has the right to cancel the order, for reasons of its own, in which case the Customer is entitled to a refund of the part of the invoice amount relating to the cancellation of DVS.

**18. Suspension and termination of the Agreement**

- a. DVS is authorised to suspend compliance with its obligations if the Customer fails to meet, or to meet completely, its obligations under the Agreement.
- b. The authority to suspend ends if the Customer has provided sufficient security for the fulfilment of its obligations for the benefit of DVS.
- c. Suspension of the Agreement does not release the Customer from its payments obligations.
  - a. If DVS suffers a loss and/or incurs additional expenditure as a result of suspending the Agreement, The Customer shall bear the costs.
- d. DVS is not liable for damage which the Customer suffers due to the suspension.

- e. In the event that there are circumstances with respect to persons and/or materials that DVS uses or tends to use in executing the Agreement, which are of such a nature that they make the execution of the Agreement impossible or so problematic and/or disproportionately costly that DVS cannot reasonably be expected to perform the Agreement, DVS shall be entitled to dissolve the Agreement.

19. **Early cancellation and termination of the Agreement**

- a. The Agreement may only be terminated prematurely if this has been explicitly agreed.
- b. DVS is entitled to dissolve the Agreement if:
  - The Customer is likely to be or has been declared bankrupt or if the Customer is to be granted a moratorium;
  - Execution is levied on the Customer's products or if it otherwise loses the right to dispose of its products;
  - The Customer ceases its business operations wholly or in part or intends to do so;
  - Any circumstances occur of such a nature that compliance with the Agreement becomes impossible or if compliance may reasonably no longer be demanded from DVS;
  - There has been a force majeure event over a period of at least two (2) months.
- c. If the Agreement is terminated all amounts due from DVS to the Customer are immediately payable.

20. **Confidentiality**

Both parties are required to maintain confidentiality of any confidential information received by one party from the other or from any other source in the framework of the Agreement, unless a legal obligation mandates disclosure of that information. Information is confidential if this has been notified by the other party or if this ensues from the nature of the information.

21. **Non-competition clause**

During the term of the Agreement and during a period of one (1) year after termination of the Agreement, the Customer is not permitted to employ, or in whatever manner hire or enter into negotiations with any of DVS' employees or any third parties engaged by DVS, without prior consultation with DVS, subject to a fine of € 5,000.- for each day the breach continues.

22. **Applicable law and settlement of disputes**

The legal relationship between DVS and the Customer is exclusively governed by Dutch law. Disputes shall in the first instance be heard by the competent judge of the Utrecht Court. DVS also has the right to submit the matter to the Court in the Customer's place of residence.

23. **Other stipulations**

- a. DVS shall at all times be entitled to alter its prices and fees, unless otherwise agreed.
- b. DVS has the right to amend these General Terms and Conditions without prior notification. In this case the Customer has the right to cancel any orders already given, in so far as these have not yet been (partially) delivered, within eight (8) days after this amendment.
- c. If any stipulation from these Terms and Conditions prove to be non-binding in retrospect, this stipulation is replaced by a stipulation that is in line herewith as much as possible while the remaining stipulations continue to apply in full.

These General Terms and Conditions have most recently been filed with the Chamber of Commerce under number 34198647 and can also be consulted and downloaded on the DVS website via [www.vegetarianbutcher.com/termsandconditions](http://www.vegetarianbutcher.com/termsandconditions).