

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT of WULMS EGG GROUP BV and the legal entities forming part of this group (version 2023)

Article 1 – Definitions

1. The following definitions apply in these General Terms and Conditions:

- **Customer:** any natural and/or legal person, who has concluded or wishes to conclude an Agreement with the Supplier and/or the person for whose account the Products are supplied;
- **Supplier:** Wulms Egg Group BV, the private company with limited liability with registered office and place of business in (6004 RL) Weert, (the Netherlands) at Seelenstraat nr. 7 and registered in the Commercial Register of the Chamber of Commerce under number 14097659, and the legal entities forming part of this group: Eiprodukten Wulro BV (CoC number 13030930), Wulro International BV (CoC number 12056197) and Dutch Egg Powder Solutions BV (CoC number 66858259);
- **Order:** any order from the Customer to the Supplier regarding the purchase/sale of Products;
- **Agreement:** any agreement concluded between the Supplier and the Customer and any amendment or addition thereto, as well as all legal acts in preparation for and performance of this agreement;
- **Parties:** the Supplier and the Customer together;
- **Products:** the eggs and all egg products supplied by the Supplier, as well as any services and/or advice related to them;
- **Written/In Writing:** written and/or electronic. Electronic correspondence includes correspondence by email, text message or WhatsApp;
- **Conditions:** these general terms and conditions of sale, delivery and payment of Wulms Egg Group BV as filed with the Chamber of Commerce (Wulms Egg Group BV) can be inspected and downloaded via the website (wulro.nl).

Article 2 - Offer and acceptance

1. These Terms and Conditions shall apply to all offers of the Supplier (including quotations and cost estimates), all Orders, all order confirmations of the Customer and all Agreements.
2. By accepting an offer made by the Supplier, the Customer also accepts the applicability of these Terms and Conditions.

3. Only these Terms and Conditions shall apply, regardless of any (previous) reference by the Customer to its own or other general terms and conditions. The Supplier expressly rejects the general terms and conditions declared applicable by the Customer, unless expressly agreed otherwise In Writing.
4. Deviating clauses shall only apply if confirmed In Writing by the management of the Supplier and only for the Agreement for which they are made; otherwise, these Conditions shall remain in force.
5. If any provision of these Terms and Condition should be invalid, this shall affect the validity of the remainder of these Terms and Conditions in any way, with the proviso that the invalid provision will be replaced by mutual agreement between the Supplier and the Customer with a provision that will approximate as much as possible what was envisaged by the original provision. If no agreement can be reached regarding the formulation of a substitute provision, the Supplier is entitled to terminate the Agreement on the grounds of force majeure.
6. The Supplier is entitled to unilaterally amend the Terms and Conditions, which amended Terms and Conditions shall apply from the notified date and after the amended Terms and Conditions have been sent to the Customer.
7. These Terms and Conditions have been drawn up in Dutch and translated into several languages. In the unlikely event of contradiction between the different versions, the Dutch text prevails.

Article 3 – Conclusion and content of the Agreement

1. All offers (including quotations and cost estimates) and other statements by the Supplier are entirely without obligation, even if the offer includes a deadline for acceptance, unless expressly agreed otherwise In Writing. If a non-binding offer is accepted by the Customer, the Supplier retains the right to withdraw the offer.
2. Arrangements or Agreements concluded with members of the Supplier's staff and/or agents shall not bind the Supplier, insofar as they have not been confirmed or acknowledged after a

reasonable period of time set for that purpose by the Supplier's management or an authorised representative, as evidenced by the trade register.

3. The Supplier is entirely free to accept or not to accept Orders from Customers.
4. An Agreement shall be deemed to have been concluded when the Supplier confirms the Order In Writing by means of an order confirmation, which order confirmation in such a case shall be deemed to be a correct and complete representation of the Agreement. In the absence of a Written Agreement or Written order confirmation, the Parties shall nevertheless be bound if the Supplier commences performance of the Agreement. In such a case, the Supplier's invoice and/or proof of delivery shall be deemed to reflect the Agreement accurately and completely.
5. Agreements only oblige the Supplier to what is stated in the order confirmation. Should the order confirmation refer to the offer, that offer is only valid if the offer does not conflict with the further contents of the order confirmation.
6. All price lists, brochures and other data provided with an offer have been prepared to the best of our ability, but are not binding unless expressly agreed otherwise In Writing.
7. The Customer shall point out to the Supplier before the conclusion of the Agreement any circumstances such as government measures that may complicate the import, transit or export of sold Products as this affects the Supplier's obligations and related pricing. If the Customer fails to draw the Supplier's attention to the aforementioned circumstances, the Supplier shall be entitled to pass on the costs of any additional work and all related costs to the Customer, unless the Supplier should have clearly foreseen the aforementioned circumstances himself prior to the conclusion of the Agreement.
8. If the Supplier and the Customer have agreed on a contract for periodic delivery, this means that the Customer is obliged to purchase an even quantity over the contracted period, unless otherwise agreed In Writing.

Article 4 – Prices, acceptance and setoff

1. All prices are exclusive of VAT (insofar as applicable) and all other national and international government charges and are denominated in euros. The Customer shall bear the exchange risk in case of payment in foreign currency.
2. The prices offered apply only to the quantities offered in the order confirmation or Agreement.
3. Insofar as the price agreed between the Parties takes into account costs of transport and the like borne by the Supplier, these shall be based on the rates known to the Supplier when the Agreement was concluded and on normal circumstances. Increases in these costs and newly incurred costs, duties or taxes, however called, as well as costs caused by a change or changes in normal circumstances, shall be borne by the Customer.
4. If, at the time of performance of the Agreement or any part thereof, the prices of raw materials and/or other cost price factors (such as, but not limited to currency exchange rates, regulation of exchange rates, tax increases, significant increases in labour and transport costs and other cost prices) have increased, the Supplier shall be entitled to increase the agreed price. The Supplier shall also be entitled to do so in the event of devaluation of the means of payment.
5. Payment shall be made within fourteen calendar days after the invoice date by transfer to a bank or giro account number specified by the Supplier. All payment periods shall be deadlines, unless otherwise agreed in Writing. The Customer shall never be entitled to deduct any amount from the invoice amount, suspend its payment obligation or set off or compensate the invoice amount against or with any counterclaim the Customer may have against the Supplier.
6. Payments made by the Customer shall first be applied to settle all interest and costs due and subsequently due and payable invoices that have been outstanding the longest, even if the Customer states that payment relates to a later invoice.
7. In case of non-compliance by the Customer with what has been agreed regarding payment, the Supplier shall be entitled to suspend his obligations, including his obligations under warranty (see Article 10).

8. The Supplier shall at all times, including during the performance of the Agreement, be entitled to demand an advance payment or any form of security from the Customer for the fulfilment of its obligations including, but not limited to, security in the form of pledges and bank guarantees. If the Customer fails to comply with this claim of the Supplier, the provisions of Article 14 shall apply by analogy.
9. If the Customer does not pay, does not pay on time or does not pay in full, he shall owe the statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code on the outstanding invoice amount from the due date of the relevant invoice until the day of full payment without further notice of default.
10. Furthermore, the Customer shall bear all costs related to the collection of the overdue amount, including the extrajudicial costs, which shall be calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree, as well as the total judicial costs, even if any court cost order (based on the so-called court-approved scale of costs applied by the courts) is lower than the actual costs incurred.

Article 5 – E-Invoicing

1. E-invoicing is the electronic submission of invoices by the Supplier to the Customer. An E-invoice is an electronic invoice that complies with current regulations.
2. E-invoicing can be offered by the Supplier to the Customer; participation in E-invoicing is only possible after acceptance of the conditions set by the Supplier.
3. By participating in E-invoicing, the Customer accepts that it will no longer receive paper invoices from the Supplier. This applies to both invoices sent to the billing address and the copy billing address (if applicable).
4. The Customer shall keep any User-ID(s) and password(s) confidential with the utmost care and guarantees their careful use and management. If misuse is suspected, the Customer shall notify the Supplier immediately.

5. The E-invoice will be made available to the Customer online for a period to be specified by the Supplier. The Customer itself is responsible for storing the E-invoice offline in electronic form (PDF and certificate) for its records.
6. The Customer may request to discontinue participation in E-invoicing at any time. Upon receipt of such a request, the Supplier shall resume sending paper invoices as soon as possible. The Supplier may in the future charge for sending paper invoices, which is hereby expressly accepted by the Customer.

Article 6 – Delivery, delivery time and risk

1. The quantities delivered shall be in accordance with what is included by the Supplier in the order confirmation and/or the Agreement, except for minor differences.
2. Unless otherwise agreed In Writing, delivery shall take place at the Supplier's warehouse in Weert (Inco-term: ex-works). The method of transport and packaging of the Products shall be determined by Supplier.
3. If and to the extent that Supplier takes care of the transport of the Products, this shall not affect the provisions of the preceding paragraph.
4. Stated delivery times are approximate and should be regarded as indicative, never as deadlines.
5. Impossibility of delivery or exceeding the delivery time, for whatever reason, does not oblige the Supplier, even after notice of default, to any compensation for damage suffered by the Customer or third parties. Exceeding the delivery time does not give the Customer the right to terminate the Agreement nor to fail to fulfil or suspend payment obligations towards the Supplier.
6. Any delivery shall take place under the condition that sufficient stock is available at the Supplier. The Supplier is entitled to make partial deliveries and invoice them separately.

7. If, at the time of Delivery, the Customer does not take delivery of the Products or does not do so immediately, the Customer shall be in default without further notice of default. In that case, the Supplier shall be entitled to store the Products at the Customer's expense and risk. The Customer shall continue to owe the Supplier the amounts due under the Agreement, plus statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code and costs as compensation.

Article 7 – Government measures

1. In the event of government measures which make the import, transit or export of sold Products more difficult or have an unfavourable financial impact, the Supplier shall be entitled to terminate the Agreement, in whole or in part, without being obliged to pay any compensation, or to demand that its losses as a result thereof be compensated first, before being obliged to make any delivery.
2. The Supplier shall at all times endeavour to perform the Agreement in accordance with the food (safety) and consumer product standards applicable within the European Union, but shall not be responsible for the consequences of incorrect or premature government intervention.

Article 8 – Contract work

1. With regard to an Agreement for contract work, the following specific provisions apply. Where these provisions conflict with the other provisions of these Terms and Conditions, the provisions of this article shall prevail.
2. The Supplier is not liable for damage to the Customer's product, including the loss or contamination of product during the contract process or fire/flooding at the Supplier's premises.
3. The Customer shall bear the cost of cleaning the Supplier's machines if they need to be specifically cleaned as a result of the contract work process for the Customer.
4. The prices charged by the Supplier refer to the input (the quantity of product the Customer delivers to it for processing) and not the output (the quantity of product processed).

5. The Supplier will give an estimate of the quantity of product as a result of the contract work process. The Supplier does not give any guarantees in respect of that estimate.

Article 9 – Complaints

1. The Customer is obliged to carefully inspect the Products immediately after delivery to ensure that the Products are in accordance with the Agreement. The Customer shall check for condition, quantity and quality, among other things. Inspecting for quality explicitly but not exclusively means checking for applicable food (safety) and consumer product standards.
2. If and insofar as, during the inspection referred to in Paragraph 1, the Customer discovers visible defects and/or inconsistencies with food (safety) and consumer product standards applicable within the European Union, the Customer must notify the Supplier thereof In Writing within 24 hours or on the next working day, stating reasons.
3. The Customer must notify the Supplier In Writing of any non-externally visible defect (not being a violation of food (safety) and consumer product standards applicable within the European Union) concerning the delivered Products within four calendar days after the Customer discovered or reasonably could have discovered the defect.
4. Complaints about quantities and weight, insofar as recognisable, will not be accepted after signing for receipt of the delivery.
5. The right of complaint lapses if the Customer does not cooperate sufficiently in the investigation into the merits of the complaint, which has been initiated by or on behalf of the Supplier. The Customer shall give the Supplier the opportunity to inspect/sample the Products about which a complaint has been made.
6. Changes to technical insights in the industry and/or government regulations are at the Customer's risk. Minor or technical deviations in quality, quantity, dimensions, colour, etc. that cannot be avoided shall not constitute grounds for complaint.

7. Return shipments will only be accepted after prior Written approval by the Supplier. The costs and risks associated with returns shall be borne by the Customer.
8. The Supplier is not obliged to take back Products purchased on the basis of a sample (test piece). The right of complaint shall furthermore lapse if the Customer has not fulfilled its obligations or if the Products have been put into use, processed and/or treated.
9. If delivered Products are defective and all the aforementioned procedural provisions have been observed, the Supplier shall either repair the defective Products or have them repaired, or replace them with non-faulty Products, or credit the invoice amount corresponding to the complaint to the Customer, at the Supplier's sole discretion. The Supplier shall not be liable for any damage suffered by the Customer in respect of defective products.

Article 10 – Warranty

1. The Supplier warrants that it produces in accordance with applicable European laws and regulations. The Supplier shall at all times endeavour to perform the Agreement in accordance with the customary industry standards/poultry farming systems taking market conditions into account.
2. If the delivered Products do not meet the quality standards referred to in Article 9.1, the Customer shall only be entitled to a replacement delivery or crediting of the invoices relating to the rejected Products, all this at the discretion of the Supplier.
3. The warranty described in this article applies only if and insofar as the Customer has complied with its notification and other obligations as stated in Article 9.

Article 11 – Liability

1. Without prejudice to the warranty provisions as described in Article 10, the Supplier explicitly excludes any liability towards the Customer for all indirect damage, such as consequential damage and/or trading loss except for liability for damage caused by intent or gross negligence of the Supplier and/or his employees.

2. If and insofar as the Supplier could be held liable on any grounds, such liability shall at all times be limited to the invoice value of the performance that gave rise to the damage, with the proviso that the Supplier shall never be liable for a higher amount than the amount paid out by the Supplier's liability insurer in respect of the liability in question.
3. The Customer shall indemnify and hold the Supplier harmless against all claims by third parties for damage, losses or costs arising from or in connection with the Products.

Article 12 – Retention of title

1. The Supplier retains title to the Products delivered to the Customer until the Customer has paid in full all that it owes the Supplier.
2. The Customer shall be obliged to keep the Products delivered under retention of title carefully and as recognisable property of the Supplier and to adequately insure them against all business and other risks, including fire, theft and water damage.
3. Before the time of transfer of title mentioned in the first paragraph, the Customer shall not be entitled to make the Products available to third parties or to encumber them, failing which the Customer shall be liable for damage suffered and yet to be suffered by the Supplier as a result.
4. If the Customer is in default or if the Supplier, in its opinion, has good reason to believe that the Customer will not fulfil its obligations, the Supplier shall be entitled to recover the goods belonging to it, or have them recovered, from the place where they are located. The Customer hereby unconditionally authorises the Supplier or a party designated by the Supplier to enter the premises used by or on behalf of the Customer for that purpose. In case the Customer refuses the Supplier access to the premises used by or on behalf of the Customer in breach of this article, the Customer shall forfeit to the Supplier an immediately payable fine equal to 10% of the amount owed by the Customer to the Supplier for each day that it persists in its refusal.
5. On delivered Products that have been processed by the Customer and are still within the Customer's power of disposal, the Customer hereby establishes a pledge for the benefit of

the Supplier as security for fulfilment of all claims of the Supplier against the Customer. The Customer shall hand over immediately on request the Products covered by this pledge to the Supplier in order to realise a possessory pledge.*

* For consumers in Belgium, Article 9 reads as follows:

Express avoidance clause/retention of title Belgium

Flanders:

In the event of failure to pay on the due date, the sale will be cancelled by operation of law, without notice of default, provided the Supplier sends a simple written notification, including an email. The Products remain the property of the Supplier, by way of actual security, until full payment of the price. The Customer undertakes not to resell or dispose of the Products until the full price has been paid.

All risks are borne by the Customer. Advances paid will be retained to cover losses incurred by the Supplier.

Wallonia:

En cas de non-paiement à l'échéance la vente sera résolue de plein droit, sans mise en demeure, moyennant une simple notification par écrit, y compris par courriel, envoyée par le vendeur. Le vendeur se réserve la propriété des marchandises, ceci à titre de sûreté réelle, jusqu'au complet paiement. L'acheteur s'engage à ne pas revendre ni de se dessaisir des marchandises avant le paiement de la totalité du prix. Les risques sont à charge de l'acheteur. Les acomptes pourront être conservés pour couvrir les pertes subies par le vendeur.

* For consumers in Germany, Article 9 reads as follows:

Zur Sicherung der Kaufpreisforderung des Verkäufers gegen den Käufer behält sich der Verkäufer bis zur vollständigen Kaufpreiszahlung das Eigentum an den gelieferten Waren vor. Der Käufer ist dazu verpflichtet, die Vorbehaltsware pfleglich zu behandeln und auf eigene Kosten gegen Feuer, Wasser und Diebstahl in Höhe des Neuwerts der Kaufsache zu versichern. Wird die Vorbehaltsware durch Dritte gepfändet, ist der Käufer dazu verpflichtet, auf das Eigentum des Verkäufers hinzuweisen und den Verkäufer unverzüglich schriftlich von der Pfändung in Kenntnis zu setzen.

Der Käufer ist dazu berechtigt, die Vorbehaltsware im ordnungsgemäßen Geschäftsverkehr weiter zu veräußern.

Das Eigentum des Lieferanten erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss eigenen Eigentumserwerbs für den Lieferanten her und verwahrt sie für den Lieferanten. Hieraus erwachsen dem Käufer keine Ansprüche gegen den Lieferanten.

Bei einer Verarbeitung der Vorbehaltsware des Lieferanten mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt der Lieferant zusammen mit diesen anderen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Käufers – Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt:

- a) Der Miteigentumsanteil des Lieferanten entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
- b) Verbleibt ein von Eigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich der Miteigentumsanteil des Lieferanten um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht dem Lieferanten an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Käufer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus gegenwärtigen und künftigen Warenlieferungen des Lieferanten mit sämtlichen Nebenrechten im Umfang des Eigentumsanteils des Lieferanten zur Sicherung an den Lieferanten ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des Lieferanten für die mitverarbeitete Vorbehaltsware schon jetzt an den Lieferanten abgetreten.

Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit dem Lieferanten ordnungsgemäss nachkommt, darf er über die in Eigentum des Lieferanten stehende Ware im ordentlichen Geschäftsgang verfügen und widerruflich die an den Lieferanten abgetretenden Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers ist der Lieferant berechtigt, dies zu widerrufen und die abgetretenden Forderungen selbst einzuziehen und die Vorbehaltsware herauszuverlangen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn dies vom Lieferant ausdrücklich schriftlich erklärt wird.

Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

Article 13 – Force majeure

1. In the event of force majeure, the Supplier is entitled to suspend performance of the Agreement for the duration of the force majeure. If performance is impossible due to force majeure for an extended period of time or permanently, the Supplier shall be entitled to terminate the Agreement in whole or in part, without any obligation to compensate any damage.
2. Force majeure means circumstances of such a nature that (further) performance of the Agreement cannot reasonably be required of the Supplier. Such circumstances shall include, inter alia, failure – for whatever reason – of its suppliers to deliver to the Supplier or to deliver on time or properly, but also, for example, circumstances such as: strikes, interruption of the Supplier's business process due to, for example, defects in the power supply or to a machine, transport problems due to traffic jams or engine breakdowns, chicken disease, climatic circumstances, government intervention pursuant to applicable laws and regulations, etc.

Article 14 – Suspension and termination

1. The Supplier may, in addition to its other rights, terminate the Agreement with the Customer or suspend its obligations In Writing at any time without further notice of default and judicial intervention and without being liable for damages towards the Customer:
 - a) if the Customer fails to fulfil any obligation towards the Supplier (including any obligation arising from the law, the Agreement or these Terms and Conditions) or if the Customer can reasonably be expected to fail to fulfil any obligation towards the Supplier;
 - b) if the Customer is declared bankrupt, the Customer's bankruptcy is applied for, the Customer is admitted to the Debt Restructuring (Natural Persons) scheme and/or the Customer itself applies for bankruptcy, suspension of payments or admission to the Debt Restructuring (Natural Persons) scheme;
 - c) if the Customer discontinues or transfers all or part of its business or changes the object of its business;
 - d) if attachment is levied on the Customer which will not be lifted within 30 calendar days from the date of attachment.

Article 15 – Personal data

1. The Customer's personal data mentioned in the Agreement or on the order confirmation shall be processed by the Supplier in accordance with the Data Protection Act/the General Data Protection Regulation.

Based on this processing, the Supplier can:

 - perform the Agreement;
 - in case of a legitimate interest, timely provide the Customer with up-to-date product information and make personalised offers to him.

Article 16 – Applicable law and disputes

1. These Terms and Conditions, all Orders, Agreements and the resulting legal relationship between the Supplier and the Customer shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
2. All disputes that may arise as a result of the Order, the Agreement or these Terms and Conditions shall be submitted to the competent (Dutch) court in the district where the Supplier is domiciled/established, on the understanding that the Supplier has the right to

bring claims against the Customer before other courts that have jurisdiction to hear such claims.