



PARTNERS NETWORK

GENERAL PURCHASE CONDITIONS
(VERSION: 20201007/06)



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1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and guidelines for interpretation are set out and specified in Annex 1.

2 GENERAL

- 2.1 Unless expressly stipulated otherwise in the Agreement and agreed upon in writing by Partners Network, these General Purchase Conditions shall apply to (i) Orders; (ii) Purchase Confirmations; (iii) Quotes; (iv) the provision or supply or sale of products or goods to Partners Network; and (v) any other agreements and/or legal relationships between Partners Network and Supplier resulting from or in connection with the foregoing.
- 2.2 Unless expressly stipulated otherwise in the Agreement and agreed upon in writing by Partners Network, general conditions used or applied by Supplier shall not be applicable to (i) the Agreement; (ii) Orders; (iii) Purchase Confirmations; (iv) Quotes; (v) the provision or supply or sale of products or goods to Partners Network; or (vi) any other agreements and/or legal relationships between Partners Network and Supplier resulting from or in connection with the foregoing.
- 2.3 If Partners Network has accepted the applicability of Supplier's general conditions, as referred to in Clause 2.2, such general conditions shall become a Schedule to the Agreement and shall be last or lowest in the prevailing order of documents specified in Clause 3.2.

3 STRUCTURE AND ORDER OF PRECEDENCE

- 3.1 In general, an Order is documented:
- 3.1.1 on the part of Supplier, by: a Quote; and upon receipt of a Purchase Confirmation: one or more sales confirmations, (pro forma) invoices, certificates of origin, packing lists, quality certificates, (veterinarian) health certificates for the market of destination, certificates of conformity, technical sheets, freezing certificates, HDI certificates, depending on the destination a declaration of non-wood, and - depending on the method of transportation - bills of lading or CMR; and
- 3.1.2 on the part of Partners Network, by: a Purchase Confirmation, followed by one or more loading instructions to Supplier.
- 3.2 In general, the Agreement will consist of the following documents, whereby the document first listed shall prevail over the document listed later:
- 3.2.1 The Partners Network Documentation;
- 3.2.2 The General Purchase Conditions;
- 3.2.3 The Supplier Documentation.

4 QUOTES / ORDERING

- 4.1 Any Quote shall remain valid and irrevocable for a period of at least two (2) Business Days from the date of receipt by Partners Network of the relevant Quote.
- 4.2 Partners Network shall not be under any obligation to accept a Quote (in whole or in part). Partners Network shall convey its acceptance of a Quote by means of a Purchase Confirmation.
- 4.3 Supplier shall only provide Products to Partners Network on the basis of a Purchase Confirmation.
- 4.4 Purchase Confirmations may be submitted to Supplier in writing, via (regular) mail, fax, e-mail, (Skype)chat, or text message.
- 4.5 Supplier shall review each Purchase Confirmation without undue delay, and in any event within three (3) Business Days of receipt thereof.
- 4.6 A Purchase Confirmation will be deemed accepted by Supplier:
- 4.6.1 if the Purchase Confirmation conveys or consists of Partners Network's acceptance of a Quote;
- 4.6.2 if Supplier has accepted the Purchase Confirmation in writing; and/or
- 4.6.3 if and when Supplier provides the Services or Products as described in the Purchase Confirmation.
- 4.7 In the event that Supplier makes any alterations to the Purchase Confirmation that was sent to Supplier by Partners Network, other than completing the required fields in the signature area and -optional- signing the Purchase Confirmation for acceptance, such alterations will: (i) be considered a rejection of the Purchase Confirmation; and, as a consequence thereof, (ii) constitute a new Quote, which may be accepted or rejected by Partners Network.
- 4.8 Clause 24.2 shall also apply to determine the moment of receipt of a Quote or Purchase Confirmation.



5 RESELLING OF THE PRODUCTS

- 5.1 Partners Network shall be entitled to resell the Products.
- 5.2 Supplier acknowledges that Partners Network -in general- purchases the Products with the intention of importing and/or reselling the Products in a specific destination. Parties agree that Partners Network is, at its sole discretion, entitled to cancel or revoke or withdraw any Purchase Confirmation or Order if the import in of or reselling of the Products in the intended country of destination is prevented by any condition of a veterinary or political nature. The following conditions apply in case of such cancellation or withdrawal or revocation by Partners Network:
- 5.2.1 Partners Network is entitled to a full refund of any payments already made to Supplier under the relevant Order;
- 5.2.2 Without prejudice to Clause 5.2.4, Partners Network shall not be liable for any loss or damages incurred by Supplier as a result of a cancellation or withdrawal or revocation of the relevant Order by Partners Network;
- 5.2.3 Partners Network is entitled to return to Supplier any Products that have already been delivered to Partners Network;
- 5.2.4 The actual, direct costs of the transport and the return of any Products in accordance with Clause 5.2.3 will be borne equally by both the Partners Network and the Supplier.
- 5.3 If Supplier is aware or knows or learns of any conditions that may interfere with the reselling of the Products by Partners Network, Supplier is obligated to inform Partners Network thereof in writing as soon as possible.

6 QUALITY AND TESTING | SPOT CHECKS

- 6.1 Supplier will continuously monitor the quality level of its Products in order to make sure that the Products meet the agreed specifications.
- 6.2 Supplier shall use a quality assurance system corresponding with or equivalent to HACCP standard.
- 6.3 Supplier shall test all Products before delivery in order to check if the Products meet all agreed specifications and other relevant obligations of Supplier. Without prejudice to the foregoing, prior to delivery Supplier shall – at the very least – perform the following:
- 6.3.1 Quality test: Supplier shall take samples of the Products to verify the quality of the Products; and
- 6.3.2 Quantity test: Supplier shall verify if the agreed quantity of the Products has been prepared for delivery. The tests will be performed by investigating a minimum of five percent (5%) up to a maximum of ten percent (10%) of the shipment involved.
- 6.4 Partners Network is not under any obligation towards Supplier to test the Products in order to verify if the Products meet the agreed specifications. If Partners Network does not test the Products, this shall under no circumstance be construed as any kind of waiver of any right or claim Partners Network may have with respect to the Products.
- 6.5 Without prejudice to Clause 6.3 and 6.4, Partners Network reserves the right to test the Products. Upon Partners Network's request, Supplier shall – free of charge – provide Partners Network with all tools, documents and information necessary to perform the tests. Supplier shall grant Partners Network all necessary access to any facility or place in order to conduct quality investigations.
- 6.6 Without prejudice to Clauses 6.1 through 6.5, Partners Network shall be entitled to perform spot checks on Products that are to be delivered to Partners Network, both with respect to quality and with respect to quantity. Supplier shall – free of charge – provide all cooperation and information requested or required by Partners Network for the performance of the spot check. It is understood and agreed by Supplier that such spot checks do not have the same scope and nature of an acceptance test; and that such spot checks shall in no way release Supplier from any of its obligations or affect any of Partners Network's rights or remedies.

7 DELIVERY DATES / DELIVERY PERIODS

- 7.1 Time is of the essence and all Delivery Dates and Delivery Periods shall be firm.
- 7.2 In case of a threatening delay, Supplier shall immediately notify Partners Network thereof in writing.
- 7.3 Compliance with Delivery Dates or Delivery Periods shall be considered on the basis of the date on which Products are delivered in accordance with the delivery term as specified in the Purchase Confirmation or other documentation provided subsequently by Partners Network to Supplier.
- 7.4 A Delivery Date or Delivery Period shall not be deemed to have been met if, upon delivery of the Products, the Products do not meet the agreed specifications.
- 7.5 If a Delivery Date or Delivery Period is not complied with, Supplier shall be in default by operation of law. In addition to the other remedies available to Partners Network, Supplier shall reimburse Partners Network for any damages incurred by Partners Network arising out of or resulting from such delay.



8 DELIVERY

- 8.1 Products shall be delivered in accordance with Partners Network's instructions, as specified in the Purchase Confirmation or another document subsequently provided to Supplier by Partners Network.
- 8.2 Without prejudice to the generality of Clause 8.1, unless expressly specified otherwise by Partners Network in the Purchase Confirmation, Products shall be delivered on the basis of the Incoterm:
- 8.2.1 Free on Board (FOB), if the Products are being shipped as bulk;
- 8.2.2 Free Carrier (FCA), if the Products are transported by other means of carriage or not as bulk.
- 8.3 Supplier shall ensure that the Products will be delivered with all the necessary documentation, intended for the proper use of the Products, and any testing and inspection reports and warranty certificates.
- 8.4 Supplier is responsible for delivering the Products in adequate packaging, which packaging is to (i) offer sufficient protection, so that no damage can arise or occur during transportation; (ii) comply with all relevant Laws of the country of origin, any country of transit and the country of destination; and, furthermore, (iii) be as harmless as possible to the environment.
- 8.5 Without limiting the generality of Clause 8.3 and Clause 8.4, Supplier shall ensure that all packages are marked in such a manner that their contents are easily identifiable. To this effect, the labels on the packages shall – at least – provide the following information:
- 8.5.1 Description of product;
- 8.5.2 Country of origin;
- 8.5.3 Production date;
- 8.5.4 Expiry date;
- 8.5.5 Net weight;
- 8.5.6 Gross weight.
- Unless agreed otherwise in writing by Partners Network, the information on the labels shall be set out in the language of the country of origin, the language of the country of destination and any other language specified by Partners Network.
- 8.6 If Supplier fails to timely provide for delivery of the Products in accordance with the requirements set forth in this Clause, Supplier shall be in default by operation of law. In addition to the other remedies available to Partners Network, Supplier shall reimburse Partners Network for any damages incurred by Partners Network arising out of or resulting from such delay.

9 DELIVERY IN INSTALMENTS

- 9.1 Except as expressly agreed otherwise in writing by Partners Network, Supplier shall not be entitled to execute an Order in instalments.
- 9.2 If an execution in instalments has been agreed upon in accordance with Clause 9.1, and if Supplier fails to fulfil any of its obligations in respect of any instalment, in addition to other remedies available at that time:
- 9.2.1 for instalments not yet delivered, Partners Network may cancel the Order without liability to pay compensation; and
- 9.2.2 upon Partners Network's first request, Supplier shall provide Partners Network with an irrevocable bank guarantee (*bankgarantie*), to be issued by a bank acceptable to Partners Network, in an amount equal to the value of the instalment or instalments in respect of which any obligation has not been fulfilled by Supplier, as security for the payment of damages to Partners Network. The value of the instalment or instalments referred to above shall be calculated pro rata of the purchase price.

10 ACCEPTANCE / REJECTION

- 10.1 Partners Network shall be entitled to refuse or reject Products or a shipment of Products, in the event that:
- 10.1.1 the Products do not conform to the Order or the Agreement; or
- 10.1.2 Supplier is in Breach of any of the delivery requirements, e.g. of the Delivery Date.
- 10.2 If the Products do not conform to the Order or the Agreement, Partners Network shall:
- 10.2.1 notify Supplier thereof in writing without undue delay, such in reasonable detail; and
- 10.2.2 at its option, and without prejudice to any of its other rights and remedies, be entitled to (i) claim a full refund of the price paid by Partners Network for the Products; or (ii) require Supplier to promptly remedy the non-conformance of the Products; or (iii) require Supplier to promptly replace the rejected Products. A remedy or replacement will -in general- be deemed to have been promptly carried out if (a) with respect to deep-frozen Products, it has been carried out within two (2) Business Days after receipt of the notification of non-conformity as sent by Partners Network in accordance with Clause 10.2.1; or (b) with



respect to chilled or fresh Products, it has been carried out within one (1) Business Day after receipt of the notification of non-conformity as sent by Partners Network in accordance with Clause 10.2.1

- 10.3 Partners Network shall – at its option – be entitled to store or return the rejected Products to Supplier at the risk and for the account of Supplier.

11 PRICES

- 11.1 All purchase prices and charges for Products shall be agreed upon in writing and specified in a Purchase Confirmation.
- 11.2 Unless expressly agreed otherwise in writing in a Purchase Confirmation, the purchase price shall be determined by metric ton net weight.
- 11.3 Unless agreed otherwise in writing in a Purchase Confirmation, all prices and charges shall be quoted in United States Dollars (US\$) and exclusive of VAT.
- 11.4 Unless agreed otherwise in writing in a Purchase Confirmation, and without prejudice to Clause 11.6, all prices and charges shall be fixed and inclusive of any taxes (except VAT), duties and other levies and costs incurred by Supplier in executing an Order.
- 11.5 Changes in prices, wages, costs, social charges, taxes and other costs-increasing factors cannot be passed on by Supplier to Partners Network.
- 11.6 Partners Network shall be entitled to unilaterally decrease the previously agreed upon purchase price of the Products if – prior to or during the performance of an Order – : (i) the general market price in Supplier's region for that Product is decreased to a level twenty five percent (25%) or more below the agreed purchase price; or (ii) the average selling price in the selected country of destination by Partners Network for that Product is decreased to a level twenty five percent (25%) or more below the agreed purchase price. The revision of the purchase price for that Product shall be equal to fifty percent (50%) of the decrease of the average selling or general market price, referred to above.

12 INVOICING AND PAYMENT

- 12.1 Unless expressly agreed otherwise in writing by Partners Network, Supplier shall not be entitled to invoice Partners Network for Products before delivery of the Products has taken place.
- 12.2 If it has been expressly agreed in writing that the Order shall be executed in instalments, Supplier shall be entitled to invoice the purchase price in instalments that are equal to the instalments for the delivery of the Products.
- 12.3 In the event Parties agree to a down payment (*aanbetaling*), Supplier shall – upon Partners Network's request – provide security to Partners Network in the form of an irrevocable bank guarantee or letter of credit (*kredietbrief*) in the amount of such down payment.
- 12.4 Supplier shall submit its invoices to Partners Network via regular mail and via e-mail.
- 12.5 In addition to any requirements under applicable Law, each invoice shall at least specify (i) the relevant Purchase Confirmation number; (ii) the Products that Supplier shall deliver or has delivered to Partners Network; and (iii) the Delivery Date of the Products.
- 12.6 Supplier's invoices that meet the requirements set out in Clause 12.5 are payable within thirty (30) days of receipt of the invoice by Partners Network, unless such invoice has been disputed by Partners Network in accordance with Clause 12.7.
- 12.7 In case Partners Network has a complaint with respect to (part of) an invoice, Partners Network will communicate such complaint in writing to Supplier within the payment term of the invoice.
- 12.8 If Partners Network has disputed an invoice in accordance with this Clause, Parties shall use commercially reasonable efforts to resolve the invoice dispute amicably within ten (10) Business Days of Supplier's receipt of the complaint. In the event the Parties fail to resolve the dispute amicably within the aforementioned time frame, each Party shall be entitled to submit the dispute to the competent jurisdiction in accordance with Clause 31.
- 12.9 Partners Network is entitled to suspend payment of any invoice it has disputed in good faith in accordance with this Clause. Partners Network is also entitled to set-off or deduct payment of an invoice against any claims of Partners Network against Supplier.
- 12.10 If Partners Network does not pay an invoice within the payment term, in the event that such invoice has not been disputed in accordance with Clause 12.7 or been set-off or deducted in accordance with Clause 12.9, Partners Network shall only be in default if Partners Network does not pay the invoice within a period of ten (10) Business Days after having received written notice thereon from Supplier. In the event that Partners Network is in default of payment of an invoice, Supplier will then -in respect of such invoice- be entitled to charge



Partners Network interest on such sum on a daily basis from the due date until the date of payment on the basis of the Dutch statutory interest rate or, if lower, six percent (6%) per annum.

- 12.11 Payment of an invoice by Partners Network shall not imply acceptance by Partners Network of the Products or Services and shall not relieve or discharge Supplier of any obligation it is bound to fulfil in relation to Partners Network.

13 TRANSFER OF RISK / RETENTION OF TITLE

- 13.1 With effect from Delivery to Partners Network of the Products and subsequent acceptance of the Products by Partners Network in accordance with Clause 10, title of ownership to the Products will pass to Partners Network; regardless of whether Supplier has received payment in full for the Products.

14 CONFIDENTIALITY

- 14.1 During the Order, and during a period of two (2) years after termination or completion of the Order, a Receiving Party shall:
- 14.1.1 keep all Confidential Information confidential, using the same safeguards as it uses to protect its own commercially confidential information of a similar character, and at least using reasonable care;
 - 14.1.2 not disclose any Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 14.3, 14.4 and 14.5.
- 14.2 A Receiving Party shall solely use the Confidential Information (i) in connection with – and for the purpose of – the fulfilment of its obligations under the Agreement; or (ii) in dispute resolution proceedings, to the competent mediator, court or arbitral tribunal, to the extent necessary for the enforcement of its rights under the Agreement or its defence in such proceedings.
- 14.3 The Receiving Party may disclose Confidential Information to:
- 14.3.1 its employees and its advisors to the extent that it is necessary for the purposes of the Agreement; and
 - 14.3.2 to its (ultimate) shareholders to the extent necessary in connection with compliance with internal group information policies.
- 14.4 The Receiving Party shall procure that each Recipient is made aware of, and complies with, all the Receiving Party's obligations of confidentiality under the Agreement as if the Recipient was a party to the Agreement.
- 14.5 The obligations contained in Clauses 14.1 up to and including 14.4 shall not apply to any Confidential Information which:
- 14.5.1 at the date of the Agreement is, or at any time after the date of the Agreement becomes, public knowledge other than through breach of the Agreement by the Receiving Party or any Recipient;
 - 14.5.2 can be shown by the Receiving Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party;
 - 14.5.3 subsequently comes lawfully into the possession of the Receiving Party from a third party;
 - 14.5.4 is required to be disclosed or used by Law or a stock exchange.

15 PENALTY

- 15.1 For each Breach of the Delivery Date, Supplier will forfeit immediately to Partners Network, without prior notice or any judicial intervention being required, a penalty of one percent (1%) of the total value of the Order for every calendar day that the Delivery Date or is exceeded, up to a maximum of fifty percent (50%) of the total value of the Order.
- 15.2 For each Breach of the provisions of Clause 14 (Confidentiality), the Receiving Party will forfeit immediately, without prior notice or any judicial intervention being required, a penalty of ten thousand Euros (€ 10,000.=) to the Disclosing Party.
- 15.3 Payment of the penalty referred to above shall be without prejudice to:
- 15.3.1 the Breaching Party's (continued) obligations under the Agreement;
 - 15.3.2 any other rights and remedies to which the non-Breaching Party may be entitled under the Agreement or applicable Law; and
 - 15.3.3 the non-Breaching Party's right to claim the actual damages it has suffered through such Breach and/or any injunctive relief through summary proceedings to which it may be entitled.



16 WARRANTY

- 16.1 Each Party warrants, represents and undertakes that it:
- 16.1.1 has obtained and that it will - at least for the duration of the Agreement - maintain all of the necessary licenses, permits, and authorizations to conduct its business and to perform its obligations under the Agreement;
 - 16.1.2 shall comply with all relevant Laws when conducting its business and performing its obligations under the Agreement.
- 16.2 Supplier warrants that:
- 16.2.1 it is not aware of any conditions that could hinder the reselling of the Products by Partners Network;
 - 16.2.2 any and all documentation and information provided by or on behalf of Supplier to Partners Network, with respect to the Products (including but not limited to any photos of Products), is accurate and true;
 - 16.2.3 all Products are in accordance with the specifications that are mentioned in the Purchase Confirmation; of good quality; and, depending on the Order, are:
 - 16.2.3.1 fit for human consumption, during a period of at least five (5) days after defrosting of the Products; or
 - 16.2.3.2 fit for further processing to an end product, which is fit for human consumption.
- 16.3 Without limiting the generality of Clause 16.1 and Clause 16.2, Supplier warrants that:
- 16.3.1 the period between the slaughtering of an animal and the freezing of the animal's Products is not more than two (2) days;
 - 16.3.2 the date of production of deep-frozen Products is not earlier than two (2) months before the agreed Delivery Date; and
 - 16.3.3 the date of production of fresh Products is not earlier than one (1) day before the agreed Delivery Date.
- 16.4 Supplier acknowledges and agrees that each of the abovementioned warranties is material and that the truth and accuracy and the lack of any omission in respect of each of the warranties is essential for the decision of Partners Network to grant an Order to Supplier.

17 INDEMNITY

- 17.1 Each Party shall indemnify the other from any claims by third parties and expenses (including reasonable legal fees) with respect to damage to property, personal injury or death caused by such Party's negligence or wilful (mis)conduct.
- 17.2 Without limiting any other legal remedy available to Partners Network, Supplier shall indemnify and hold harmless Partners Network against all losses, missed opportunities, costs, damages, awards, expenses, fines, fees (including legal fees - including attorney and collection agency fees - incurred and/or awarded against Partners Network), actions, proceedings, claims or demands in any way connected with:
- 17.2.1 a Breach by or on the part of Supplier of any of Supplier's obligations under the Agreement;
 - 17.2.2 a failure on the part of Supplier to comply with any applicable Law;
 - 17.2.3 non-compliance of the Products with the Laws that are applicable in the country of origin, any country of transit or the country of destination; and/or
 - 17.2.4 negligence or wilful misconduct of Supplier, its employees or agents.
- 17.3 In the event that a Party becomes aware of a claim for which it may seek to be indemnified (the "**Indemnified Party**"), the Indemnified Party shall immediately notify the other Party (the "**Indemnifying Party**"). The Indemnifying Party may, at its option, settle or compromise such claim or retain counsel and control and prosecute the defence. In no event shall the Indemnified Party have the right to pay, settle, or otherwise compromise such claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld. Each Party shall provide the other Party with reasonable aid and cooperation in the conduct of the defence against and/or settlement of such claim as regards any liability to a third party.



18 LIMITATION OF LIABILITY

- 18.1 This Clause 18 is without prejudice to the indemnity obligations set forth in Clause 17.
- 18.2 Partners Network shall not be liable to Supplier under or in connection with the Agreement - in respect of any Breach or otherwise - for loss of profits, contracts or goodwill or any other type of special, indirect, consequential or purely economic loss; and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- 18.3 In addition to Clause 18.1, Partners Network shall not be liable for:
- 18.3.1 any harm or personal injury to Supplier or Supplier's employees, clients, business relations, representatives or agents, except when such harm or personal injury is the direct result of gross negligence or wilful misconduct on the part of Partners Network;
 - 18.3.2 damage that is the direct or indirect result of the actions by or on behalf of Supplier contrary to (one of) its obligations under the Agreement;
 - 18.3.3 damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Supplier;
 - 18.3.4 damage that is the direct or indirect result of Supplier's use of information or documentation provided by Partners Network or one of its Affiliates;
 - 18.3.5 damage for which Partners Network has not been made liable in writing within fourteen (14) days after Supplier has come to know of the damaging event, or should reasonably have known of it; or
 - 18.3.6 any damage in case and insofar as such damage is covered by any insurance effected by or for the benefit of Supplier.
- 18.4 Should Partners Network be liable in spite of the provisions set out above in this Clause 18, this liability is limited to:
- 18.4.1 direct damage of Supplier; and
 - 18.4.2 the amount that is in the relevant case paid out by the liability insurance of Partners Network, which shall in – in any calendar year – not exceed the sum of the purchase prices paid by Partners Network to Supplier for the Products in the twelve (12) month period prior to the event or events giving rise to such liability, and in any case not exceed an amount of five hundred thousand United States Dollars (US\$ 500,000.=).
- 18.5 Subject to Clause 18.4, all Supplier's claims for compensation end in any case twelve (12) months after the damaging event has taken place, unless (i) Supplier and Partners Network have come to a written arrangement with respect to such claim; or (ii) Supplier has commenced legal action in accordance with Clause 31.
- 18.6 Partners Network's claims for compensation in respect of a Breach of Clause 16.2 and 16.3 shall end, in respect of claims involving or relating to:
- 18.6.1 deep-frozen Products, within one (1) year of the date of delivery;
 - 18.6.2 chilled or fresh Products, within one (1) month of the date of delivery;
- unless (i) notice of the claim has been given to Supplier; or (ii) Supplier and Partners Network have come to a written arrangement with respect to such claim; or (iii) Partners Network has commenced legal action in accordance with Clause 31.
- 18.7 Nothing in the Agreement shall operate to exclude or limit a Party's liability for damage or loss resulting from or caused by an act or omission of said Party or of its senior management, if and to the extent that such act or omission qualifies as (i) wilful misrepresentation or fraud; or (ii) wilful misconduct; or (iii) malicious intent; or (iv) gross negligence; or (v) wilful recklessness.

19 INSURANCE

- 19.1 Partners Network recommends that Supplier, and it shall be Supplier's responsibility to, obtain and- at least for the duration of the Agreement - maintain insurance with a reputable insurance company, which insurance should (at minimum) preferably cover:
- 19.1.1 third party liability; and
 - 19.1.2 Supplier's liability towards Partners Network.

20 SUSPENSION

- 20.1 Supplier's right to suspend the performance of its obligations under the Agreement, shall be limited to the occurrence of any of the events set out in Clause 21.1. and shall be further limited by Clause 20.3. Supplier shall not be entitled to suspend its obligations under Clause 14.



- 20.2 Without prejudice to any of its other rights and obligations, Partners Network shall be entitled to suspend the performance of its obligations under the Agreement, with immediate effect, by giving written notice to Supplier in accordance with Clause 24, without an obligation to take into account a notice period;
- 20.2.1 in the event that Partners Network receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;
- 20.2.2 in the event that Supplier has failed to maintain the licenses, permits, and authorizations referred to in Clause 16.1.1 and has failed to remedy such Breach within of seven (7) days of receipt of Supplier's notice thereon;
- 20.2.3 upon the occurrence of any of the events set forth in Clause 21.
- 20.3 Neither Party may suspend its performance of terms or conditions the survival of which is necessary for the interpretation or enforcement of the Agreement.

21 TERMINATION

- 21.1 Without prejudice to any of its other rights and obligations, each Party may at its option terminate the Agreement with immediate effect, by giving written notice to the other Party, without an obligation to take into account a notice period if any of the following events occurs:
- 21.1.1 the other Party has ceased to exist or has been dissolved;
- 21.1.2 the other Party has been declared bankrupt (*faillissement*), has been granted suspension of payments (*surseance van betaling*) or has entered into voluntary liquidation;
- 21.1.3 the other Party's business has been discontinued;
- 21.1.4 the other Party is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than thirty (30) days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution;
- 21.1.5 the other Party is in Breach of any of the other terms of the Agreement and fails to remedy such Breach within a period of thirty (30) days after having received notice with respect to the Breach.
- 21.2 In addition to Clause 21.1 Partners Network shall – at its option and without prejudice to any of its other rights and obligations – be entitled to terminate the Agreement with immediate effect, by giving written notice to Supplier, without an obligation to take into account a notice period, in the event of a change of Control of Supplier.
- 21.3 In addition to Clause 21.1 Partners Network shall – at its option and without prejudice to any of its other rights and obligations – be entitled to terminate the Agreement with immediate effect, without taking into account a notice period, if a Delivery Date or Delivery Period is not complied with.
- 21.4 In addition to Clause 21.1 Partners Network shall – at its option and without prejudice to any of its other rights and obligations – be entitled to terminate the Agreement with immediate effect, without taking into account a notice period, if Supplier breaches Clause 16 (Warranty).

22 CONSEQUENCES OF TERMINATION OR EXPIRATION

- 22.1 Termination or expiration of the Agreement shall be without prejudice to any rights or remedies available to - or obligations or liabilities accrued to - the Parties as at the date of termination or expiration.
- 22.2 The Clauses the survival of which is necessary for the interpretation or enforcement of the Agreement shall survive expiration or termination of the Agreement, and shall continue in full force and effect.

23 FORCE MAJEURE

- 23.1 A Party shall not be deemed in Breach if, and to the extent that, the performance of such obligation is prevented or delayed by an event of Force Majeure.
- 23.2 The non-performing Party that intends to claim relief under this Clause, shall: (i) notify the other Party of the occurrence of the Force Majeure event, as soon as reasonably possible, and no later than five (5) Business Days after the first occurrence of such event; (ii) provide the other Party with information on the Force Majeure event (in reasonable detail); and (iii) use commercially reasonable efforts to avoid or minimise the effects of the Force Majeure event on the performance of its obligations under the Agreement.



24 NOTICES

- 24.1 Unless specified otherwise herein, any notice or other communication under or in connection with the Agreement shall be in writing and shall be delivered personally or sent by registered mail (*aangetekend*) or by pre-paid recorded courier delivery or by fax, to the Party due to receive the notice at its address or fax number set out in the Purchase Confirmation or such other address as any Party may specify by notice in writing to the other.
- 24.2 In the absence of evidence of earlier receipt, any such notice, demand or other communication shall be deemed to have been received:
- 24.2.1 if delivered by hand, at the time of delivery;
 - 24.2.2 if posted, on the expiration of three (3) Business Days after the notice has been provided to the courier company;
 - 24.2.3 if sent by e-mail, the moment the e-mail has been received on or by a mail server or mail exchanger used or operated by the receiving Party;
 - 24.2.4 if sent by facsimile, on the date confirmation of successful transmission is received.

25 SEVERABILITY

- 25.1 Should any or several of the provisions of the Agreement be invalid or null or void, this shall not affect the remaining provisions thereof. In such event, the relevant provision shall be replaced by a valid provision that reflects – to the extent possible – the purpose and the intended effect of the original provision.

26 INDEPENDENT CONTRACTORS

- 26.1 Supplier shall act as an independent contractor towards Partners Network and Partners Network's Affiliates. Nothing in the Agreement shall be construed to constitute Supplier as a partner of or a partner in Partners Network or any of Partners Network's Affiliates, nor shall it be construed to constitute a Party to be an agent of the other Party.

27 NO THIRD PARTY BENEFICIARIES

- 27.1 Nothing in the Agreement shall confer upon any third party any right, benefit or remedy of any nature under the Agreement.

28 WAIVER

- 28.1 No waiver of any of the terms of the Agreement or of any Breach of those terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any Breach shall be deemed to be a waiver of any other or subsequent Breach.

29 TRANSFER OF RIGHTS / OBLIGATIONS

- 29.1 Supplier cannot and will not assign or transfer, or purport to assign or transfer, any rights or obligations under the Agreement to an Affiliate or another third party without the prior written consent of Partners Network.
- 29.2 Partners Network is entitled to assign or transfer any rights or obligations under the Agreement to an Affiliate or another third party upon written notice to Supplier, including but not limited to any of its payment obligations or the purchase of delivery of the Products, without needing or requiring the written consent of Supplier.

30 GOVERNING LAW

- 30.1 The General Purchase Conditions, the Agreement, any Order, any Quote, any Purchase Confirmation and all matters arising there from or connected therewith shall be subject to - and construed in accordance with - the Laws of the Netherlands, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.



31 JURISDICTION / DISPUTE RESOLUTION

- 31.1 Subject to Clause 31.2, the competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement or other agreements or other legal relationships resulting there from or in connection therewith.
- 31.2 In the event that Supplier's principal place of business (as specified in the Purchase Confirmation) is located in a country that is not a party to the "*Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters*" or any other treaty with the country of Partners Network's principal place of business on the enforcement of judgments in civil or commercial matters, but is a party to the "*Convention on the Recognition and the Enforcement of Foreign Arbitral Awards*" (also known as the 'New York Convention') or any other treaty with the country of Supplier's principal place of business on the enforcement of foreign arbitral awards; all disputes arising out of or in connection with the Agreement or other agreements or other legal relationships resulting there from or in connection therewith shall be fully and finally settled in accordance with rules of arbitration of the International Chamber of Commerce. The following will apply:
- 31.2.1 The arbitral tribunal will decide on the basis of the rules of Law.
- 31.2.2 The arbitral tribunal shall consist of one (1) arbitrator. In deviation of the foregoing, in the event that the dispute involves a claim of more than one hundred thousand United States Dollars (US\$ 100,000.=) the arbitral tribunal shall consist of three (3) arbitrators, whereby the president or chairman of the arbitral tribunal shall have a degree as master of the Law that governs the Agreement.
- 31.2.3 The place of arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal may hold hearings, deliberate and hear witnesses and experts at any venue or location it deems appropriate within the aforementioned place of arbitration.
- 31.2.4 The arbitral procedure shall be conducted in the English language
- 31.3 Clause 31.2 shall be without prejudice to a Party's right to seek interim relief in summary proceedings, to be brought before or to apply for protective measures to the competent courts of Amsterdam, the Netherlands.

32 MISCELLANEOUS

- 32.1 The General Purchase Conditions have been drawn up in the English language. If the General Purchase Conditions are translated into another language for whatever purpose, and if said translation of the General Purchase Conditions is referenced or declared applicable by the Parties, the English language version shall have precedence and will prevail in case of discrepancies between the English language version and the translated version.
- 32.2 The Agreement cannot be modified in whole or in part, except in writing and signed by both Parties. Any amendments or changes to the obligations of either Party or any other material aspect of an Order shall require a written amendment signed by both Parties that describes the changes and any related costs and/or schedule adjustments.
- 32.3 In the event of a conflict or dispute between the General Purchase Conditions and an Order, the terms of that Order shall -in respect of such Order (and not for any other Order)- have precedence and prevail.



ANNEX 1 – DEFINITIONS AND GUIDELINES FOR INTERPRETATION

In the Agreement the following words and expressions have the following meanings:

- Affiliate:** means with respect to a Party a legal entity, which is directly or indirectly:
a) a Subsidiary of that Party;
b) the Parent of that Party;
c) a partner (*vennoot*) in that Party;
d) a Subsidiary of a Parent which is also the Parent of that Party; or
e) a Subsidiary of a partner which is also a partner in that Party;
- Agreement:** means the Order (consisting of the respective Partners Network Documentation, and Supplier Documentation), together with the General Purchase Conditions;
- Breach:** means any inaccuracy in any representation or warranty, and any attributable failure to comply with or perform any obligation under the Agreement;
- Confidential Information:** means (i) all information not publicly known, used in or otherwise relating to the Agreement; (ii) all information not publicly known, used in or otherwise relating to the business or affairs of a Party, disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party whether before or after the date of the Agreement;
- Control:** means the ability, whether directly or indirectly, alone or together with group entities, whether through the exercise or non-exercise of any voting power whether in general meeting or in any meeting of managing directors or supervisory directors (if any) or managers or whether by agreement or otherwise, to direct the business affairs of a company or other undertaking or to cause the direction of the management, policies and decisions of a company or other undertaking;
- Delivery Date:** means the date that Supplier shall deliver the Products to Partners Network, as specified in the Purchase Confirmation or documentation provided subsequently by Partners Network to Supplier;
- Delivery Period:** means the period within which Supplier shall deliver the Products to Partners Network, whereby such period commences and ends on the dates specified in the Purchase Confirmation or documentation provided subsequently by Partners Network to Supplier;
- Disclosing Party:** means the Party that discloses Confidential Information to the Receiving Party, as referred to in Clause 14;
- Force Majeure:** means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations under the Agreement, such as: acts of God; acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; acts or demands of any (local) government or government agency; restrictions related to an outbreak of disease (such as bird flu or the Mexican flu); epidemics. For the avoidance of doubt: Force Majeure shall not include any labour problems or strikes relating to the workforce of Supplier or Supplier's Affiliates or Supplier's suppliers or Supplier's subcontractors;
- HACCP:** means Hazard Analysis and Critical Control Points, i.e. a systematic preventive approach to food safety and pharmaceutical safety that addresses physical, chemical, and biological hazards as a means of prevention rather than finished product inspection;
- Incoterms:** the series of international commercial terms or international sales terms, published from time to time by the International Chamber of Commerce;
- Intellectual Property Rights:** means any patent, copyright, trademark, trade name, service mark, moral right, database right, Know How and any and all other intellectual



Know How:	property right whether registered or not or capable of registration and whether subsisting in The Netherlands or any other part of the world together with any and all goodwill relating thereto; means all information not publicly known, owned or used - or required to be used - by a Party or its Affiliate(s), held in any form (including, without limitation, that comprised in or derived from drawings, data, formulae, specifications, component lists, instructions, manuals, brochures, catalogues and process descriptions) and relating to its business;
Law:	means all applicable law, statute, subordinate legislation, treaty, regulation, directive, decision, by-law, ordinance, circular, rules, regulations, guidelines, code, order, notice, demand, decree, injunction, resolution, permit, judgement or recommendation of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association;
Order:	means the agreement that comes into existence upon the acceptance by Partners Network or a Quote, Supplier of a Purchase Confirmation, as specified in Clause 4.6;
Parent:	used in relation to a Party, shall mean a legal entity of which such Party is a Subsidiary;
Partners Network Group:	means Partners Network Holding B.V., a private company with limited liability, incorporated under the laws of the Netherlands, registered with the commercial register of the Dutch Chamber of Commerce under number 50708511; and each of Partners Network Holding B.V.'s Affiliates; and each partnership in which Partners Network Holding B.V. participates (whether directly or through its Subsidiaries);
Partners Network Documentation:	means the documents referred to in Clause 3.1.2;
Partners Network:	means any member of Partners Network Group in connection with or in relation to the acquisition or procurement or purchase of Products by such member;
Party:	means Partners Network or Supplier;
Product:	means any goods or food products intended for human consumption, such as beef, pork and poultry;
Purchase Confirmation:	means the document, completed on behalf of Partners Network, in which is itemised which Products Partners Network shall procure from Supplier;
Quote:	means any offer, quote, proposal and/or tender-bid made by Supplier;
Receiving Party:	means the Party that receives -or is granted access to- Confidential Information by the Disclosing Party, as referred to in Clause 14;
Recipient:	means the employees, advisors and shareholders to whom a Party discloses Confidential Information, as referred to in Clause 14;
Subsidiary:	used in relation to a Party, shall mean a legal entity that the Party is able to Control;
Supplier Documentation:	means the documents referred to in Clause 3.1.1.;
Supplier:	means the business or company or organization that has agreed to sell and/or provide and/or supply Products to Partners Network, as well as any business or company or organization that has made a Quote to Partners Network, and furthermore any of such party's permitted assignees.



In the Agreement, unless the context indicates otherwise or the contrary is expressly stated:

- references to the singular include references to the plural and vice versa;
- a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;
- a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;
- a statutory provision includes a reference to (i) the statutory provision as modified or re-enacted (or both) before the date of the Agreement; and (ii) any subordinate legislation made under the statutory provision (before the date of the Agreement);
- a reference to "includes" or "including" means "including but without limitation to the generality of the foregoing"; and
- any reference to "or" (but not "and") means "and/or".

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