

GENERAL PURCHASING CONDITIONS VETIPAK

Article 1. General

1. In these purchasing conditions the following terms shall have the following meanings:
 - Vetipak: the private companies with limited liability: Vetipak B.V, with its registered office in Oss, Vetipak Veghel B.V., with its registered office in Veghel, Vetipak External B.V., with its registered office in Oss, Vetipak Petfood B.V. with its registered office in Veghel, Vetipak Personal Care B.V., with its registered office in Oss, and Vewoet B.V., with its registered office in Oss.;
 - Other Party: the person who has accepted these conditions by signing;
 - Agreement: all agreements between Vetipak and the Other Party related to the services to be conducted by the Other Party and/or the goods to be delivered to Vetipak, as well as all related (legal) acts.
 - In writing: written communication, including communication by email;
 - Conditions: these general purchasing conditions.
 - SLA: Service Level Agreement
2. These conditions apply to all requests, special offers, quotations and Agreements between Vetipak and the Other Party.
3. The applicability of any Terms and Conditions of the Other Party is expressly rejected.
4. In the event of any conflict between the contents of these conditions, the quotations, special offers and/or the concluded Agreements, the provisions of this Agreement, the SLA, quotation and/or special offer shall prevail.
5. If one or more provisions of these Terms and Conditions are invalid or void, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. The purpose and intent of the original provision shall be observed as much as possible.
6. If Vetipak does not always require strict compliance with these conditions, this does not mean that the provisions do not apply, or that Vetipak to any degree would lose the right to otherwise demand strict compliance with the provisions of these conditions.

Article 2 Quotations

1. Each quotation, pre-calculation, special offer, price quotation and similar notifications made by the Other Party are irrevocable and are entirely free of charge for Vetipak.
2. Issuing a price quotation, estimation, pre-calculation or similar notification, possibly indicated with "quotation", does not oblige Vetipak to conclude any agreement.
3. The stated prices in a quotation are expressed in Euros, excluding VAT and include all costs associated with the performance of the obligations of the Other Party.

Article 3 (Conclusion of) Agreement

1. An Agreement is concluded in writing and is established on the day of signature by Vetipak, or on the day of shipping by Vetipak of the order confirmation they have signed.
2. Verbal commitments by and/or agreements with employees of Vetipak do not bind Vetipak unless an authorised person from Vetipak confirms this in writing.
3. If the acceptance by the Other Party (whether or not on subordinate points) deviates from the offer in the quotation, Vetipak is not obliged to accept the agreement. The Agreement will not be concluded in accordance in the event of deviating points unless Vetipak indicates otherwise.
4. If Vetipak requires information or goods from the Other Party for the execution of the Agreement, the implementation period begins no earlier than after the Other Party has made this available correctly and completely to Vetipak.

Article 4 Changes / additional work

1. Changes to the agreement must be agreed in writing.
2. Vetipak is authorised to amend the scope and/or the capacity of the Agreement in consultation with the Other Party. Changes must be agreed in writing.
3. If at the discretion of the Other Party a change has affects the agreed price and/or implementation or delivery times, the Other Party shall inform in writing, before implementing the change on this at the latest within 5 weekdays after notification of the desired change. If Vetipak is of the opinion that the implications for price or delivery time are unreasonable compared to the nature and scope of the desired change, Vetipak is entitled to revoke the agreed change.
4. Any (further) agreements and/or changes, as well as verbal agreements and/or commitments by personnel, representatives, agents or intermediaries only bind Vetipak if and to the extent that this is confirmed in writing by Vetipak.
5. If there are additional wishes from Vetipak and the performances that the Other Party must deliver are increased or expanded, then additional work can be reimbursed if this has been agreed in writing. The Other Party will issue a written quotation before commencing the additional work, with regard to the scope of the additional work as a result of changes by the Other Party and the expected and associated costs.

Article 5 Prices

1. The price of the goods or services provided to Vetipak by the Other Party is fixed.
2. All prices are expressed in Euros, excluding VAT and include all costs associated with the performance of the obligations of the Other Party.

3. The additional work carried out, as referred to in Article 4 Paragraph 5 of these conditions, will be charged to Vetipak by the Other Party separately from the price that parties have agreed for the Agreement.

Article 6 Delivery, terms and risk transition

1. Deliveries of goods take place at the location agreed between the parties and at the time agreed between the parties, all this based on the Incoterm DDP ('Delivery Duty Paid' as in referred to in the Incoterms 2010).
2. The (delivery) terms specified in the Agreement are deadlines. When a term is exceeded, the Other Party will be in default without any notice of default being required.
3. The Other Party must inform a threat of delay immediately in writing to Vetipak.
4. If Vetipak requests that the Other Party postpone delivery, the Other Party will store, protect and insure the goods and make sure they are properly packed and recognisably intended for Vetipak.
5. The ownership of and the risk for the goods provided by the Other Party are transferred to Vetipak immediately after these are delivered by the Other Party and – if this right is exercised by Vetipak – approved by Vetipak.
6. In the event that materials, such as raw materials and additives, of Vetipak are processed in goods of the Other Party, this means there is a new good of which the ownership lies with Vetipak.
7. In the event that Vetipak makes materials, such as raw materials, additives, tools, drawings, specifications, software available to Other Party to comply with the Agreement, this remains the property of Vetipak. The Other Party will store these goods separately from goods which belong to himself or to third parties.

Article 7 Implementation, quality and inspection

1. The Other Party guarantees that the goods to be delivered and possibly the installation / mounting thereof:
 - a) will meet the specifications and qualifications set out in the Agreement;
 - b) will be manufactured from quality materials and meet the statutory requirements and any other government regulations, as well as the requirements of the (food) safety and quality and environment standards applied within the industry, as applicable at the time of the delivery;
 - c) will be suitable for their intended purpose;
2. The Other Party will perform the commissioned work independently and under its own responsibility to a good result, always with a notice period of the regulations with respect to OHS, (food) safety and the environment. The Other Party shall ensure that its personnel meet and will continue to meet the standards required

for the implementation of the Agreement with respect to expertise and experience.

3. The Other Party must ensure, before commencing the execution of the Agreement, he understands the conditions on the site and in the buildings of Vetipak where the work has to be conducted or the goods have to be delivered. More specifically, the carriers must adhere to the regulations that can be consulted through [hyperlink]. Suppliers must adhere to the regulations that can be consulted through [hyperlink]. Company visitors must adhere to the regulations that can be consulted through [hyperlink].
4. The Other Party is obliged to provide corresponding documentation to Vetipak prior to or at the same time as the delivery.
5. Vetipak is authorised to inspect the goods or services delivered by the Other Party prior to acceptance, the costs of which are borne by the Other Party if it appears from the inspection that the agreed requirements and specifications have not been met.

Article 8 Payment and collection fees

1. After receiving the goods or services to be delivered by the Other Party to Vetipak in accordance with the Agreement, the Other Party can send an invoice to Vetipak.
2. The invoice must meet the requirements of the law and must be addressed to the correct company. There is no obligation to pay if an invoice does not meet the requirements.
3. Vetipak has a payment period of a maximum of 60 days. If Vetipak pays within 8 days after the invoice date, they may apply a payment discount of 2% of the invoice amount. If Vetipak pays within 15 days after the invoice date, they may apply a payment discount of 1% of the invoice amount.
4. Vetipak has the right to reduce the amount of the invoice by amounts that the Other Party owes Vetipak.
5. Payment by Vetipak does not in any way constitute a waiver of rights.
6. Vetipak is authorised to demand that the Other Party, before payment takes place or in lieu of property transfer, provide an unconditional and irrevocable bank or parent company guarantee by a bank or parent company acceptable for Vetipak to ensure the fulfilment of its obligations.

Article 9 Suspension, dissolution and (interim) termination of the Agreement

1. Vetipak is authorised to suspend or to terminate the performance of the obligations Agreement if:
 - the Other Party does not, not fully or does not in a timely manner comply with the obligations under the Agreement;
 - after concluding the agreement Vetipak learns of circumstances giving good grounds

- to fear that the Other Party will not fulfil its obligations;
- the Other Party was requested at the conclusion of the Agreement to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or is insufficient;
 - due to the delay on the part of the Other Party Vetipak can no longer be expected to execute the agreement according to the originally agreed upon conditions.
2. Vetipak is authorised to terminate the Agreement if circumstances arise of such nature that compliance of the agreement is impossible or if other circumstances arise of such nature that unaltered maintenance of the Agreement cannot reasonably be expected of Vetipak.
 3. If Vetipak suspends or dissolves the Agreement, Vetipak is in no way liable for compensation of damage and costs incurred as a result in any way.
 4. If the Other Party fails to fulfil its obligations under the Agreement and this non-compliance justifies a termination, Vetipak will be entitled to dissolve the Agreement with immediate effect without any obligation on her part to pay any damages or compensation, while the Other Party, by virtue of default, is obliged to pay damages or compensation.
 5. If the dissolution is attributable to the Other Party, the Other Party is obliged to pay for damages suffered by Vetipak as a result thereof, including the costs incurred, whether directly or indirectly.
 6. If the Agreement is terminated prematurely by Vetipak in consultation with the Other Party, Vetipak will ensure the transfer of any work still to be conducted to third parties, unless the termination is attributable to the Other Party. If the transfer of the work for Vetipak entails additional costs, these will be charged to the Other Party. The Other Party is to pay these costs within the term stated, unless Vetipak indicates otherwise.
 7. In the event of liquidation, of (application for) moratorium or bankruptcy, of attachment - if and to the extent that the attachment is not lifted within three months - borne by the Other Party, of debt restructuring or another circumstance as a result of which the Other Party can no longer freely dispose of its assets, Vetipak is entitled to terminate the Agreement with immediate effect without any obligation on its part to pay any damages or compensation. The claims of Vetipak on the Other Party are in that case immediately due and payable.
 8. If and to the extent that the Agreement can be qualified as a continuous performance agreement, Vetipak has the right to terminate this Agreement at any time with a notice period of sixty (60) days.

Article 10 Force majeure

1. Parties are not obliged to fulfil any obligation under the Agreement if they are hindered by force majeure.
2. Force majeure within the meaning of these conditions shall mean: if the fulfilment of any obligation is prevented therefrom as a result of a circumstance or fault that is not attributable to the party and, pursuant to the law, a legal act or according to generally accepted standards are not on its account. Force majeure does not include: staff shortages, strikes, staff illness, late delivery or unsuitability of third party goods.

Article 11 Liability

1. The Other Party is liable for all damages that Vetipak suffers due to an attributable failure to Other Party to fulfil the Agreement.
2. The Other Party shall indemnify Vetipak against all damages and costs suffered by Vetipak as a consequence of a fault in the goods or services to be delivered by the Other Party, or as a (direct or indirect) consequence of claims by third parties arising from non, untimely or faulty delivery by the Other Party to Vetipak. If in this respect a third party submits a claim against Vetipak, Vetipak will inform the Other Party of this by sending of the necessary details.
3. If Vetipak on that basis is sued by third parties, the Other Party will be obliged to assist Vetipak both in and out of court and to do everything that can be expected in that case. Should the Other Party fail to take adequate measures, Vetipak will be entitled to take action itself without notice of default. All costs and damages suffered by Vetipak and third parties as a result are on the account and risk of the Other Party.
4. The Other Party is obliged to take out adequate insurance against the usual risks, including but not limited to fire, theft, water damage as well as (product) liability. The Other Party will be obliged to provide the relevant insurance policy at the first request from Vetipak.
5. Should Vetipak be liable for any damages, the liability of Vetipak will be limited to a maximum of the turnover value of the Agreement, or at least to that part of the Agreement to which the liability relates.
6. Vetipak is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage caused by business interruption.

Article 12 Indemnity

1. The Other Party shall indemnify Vetipak against any third-party claims for damage suffered in connection with the execution of the Agreement and of which the cause is not attributable to Vetipak.
2. If Vetipak on that basis is sued by third parties, the Other Party will be obliged to assist Vetipak both in and out of court and to do everything that can be expected in that case. Should the

Other Party fail to take adequate measures, Vetipak will be entitled to take action itself without notice of default. All costs and damages suffered by Vetipak and third parties as a result are for the account and risk of the Other Party.

Article 13 Third parties commissioned by the Other Party

1. The Other Party is free to have the work implemented by third parties, following written consent from Vetipak.
2. The Other Party guarantees that the third parties engaged by it observe the technical and quality standards and requirements under this Agreement.
3. The Other Party is in all aspects responsible for the execution of the work and performances of the third parties that they have commissioned under this Agreement. The Other Party shall indemnify Vetipak against all damages and costs suffered by Vetipak as a result of services by third parties.
4. If Vetipak is of the opinion that a third party engaged by the Other Party does not meet the qualifications agreed between the parties, or is unwilling or unable to conduct the work properly, Vetipak will be entitled to demand that the Other Party have this third party replaced.
5. The Other Party shall indemnify Vetipak against each claim that an employee insurance scheme implementing body and/or Tax authorities claims to have on Vetipak on the basis of hirer and/or chain liability.

Article 14 Intellectual property / confidentiality

1. If the goods or services delivered by the Other Party are subject to intellectual and/or industrial property rights, Vetipak acquires the right of use thereof free of charge. This right will be a non-exclusive (worldwide and perpetual) license with the right to provide sublicenses.
2. The Other Party is responsible for the free and undisturbed use by Vetipak of the delivered goods.
3. The Other Party shall indemnify Vetipak against any third-party claims in respect of infringement of intellectual and/or industrial property rights of third parties by or at the execution of the Agreement. Any related costs for Vetipak or damage to be suffered will be fully reimbursed by the Other Party.
4. The Other Party is obliged to maintain strict confidentiality with regards to all that comes to its knowledge in the course of the Agreement and implementation thereof concerning the company(-ies) managed by Vetipak. The Other Party is also obliged to impose this confidentiality obligation on its personnel or third parties engaged within the course of the Agreement.
5. The Other Party is not permitted to make public announcements in publications, advertisements or otherwise of the Agreement concluded

between parties, the services and/or products provided by the Other Party to Vetipak or its business relationship with Vetipak without written consent from Vetipak,

6. All information that comes to the attention of the Other Party in the course of the Agreement or any information and/or documents provided by Vetipak within that context, may only be used by the Other Party for the purpose for which they are made available and remain at all times the property of Vetipak.

Article 15 Ethical protocol

1. The Other Party hereby declares that they will rely solely on the expertise of the person when hiring employees and will not discriminate based on origin, race, religion or age. Further rights and obligations within the organisation are equal for all employees in terms of remuneration, training, employment conditions, regulations and promotion opportunities. The Other Party also declares that they only conduct business with companies that treat their employees in the same way as they do their own organisation.
2. The employees of the Other Party or suppliers must not work more than 60 hrs per week, including overtime, except in very special circumstances. In countries where the total number of working hours is less, this standard will be observed. Employees have the right to at least 1 day free in each seven-day period.
3. The Other Party or their business partners must not use factories where forced labour is conducted, including labour stemming from political considerations or as punishment for expressing political views. The Other Party must have adequate data available with regard to the employment and/or hiring personnel and to be able to demonstrate compliance to confirm this measure. This must be available for inspection. The Other Party must not purchase materials that are produced under one of these forms of forced labour and must terminate business connections with any sources that use such labour.
4. The Other Party and its suppliers seek to improve primary and secondary employment conditions to a level that can be regarded as generally applicable to the economic environment in the region where Other Party or supplier does business.
5. The Other Party and the supplier do not use child labour and make every effort to ensure that goods are not purchased that originate from child labour. The term "child" refers to a person younger than 15 years or younger than the age at which compulsory education was completed in the country of manufacture, whichever is the highest.
6. The Other Party and the suppliers endorse the right of the employees to create and participate in organisations of their own choice.
7. The Other Party and its supplier are obliged to treat their employees with respect and dignity.

No employee will be exposed to any physical, sexual, psychological or verbal abuse. The Other Party and its business client seek to ensure a healthy and safe workplace in which employees are not exposed to dangerous conditions.

Article 16 Applicable law and disputes

1. All legal relationships to which Vetipak is party are governed solely by Dutch law, a commitment is also implemented abroad in whole or in part if the party involved in the legal relationship is domiciled there. The applicability of the CISG is excluded.
2. The court in the place of establishment of Vetipak has exclusive jurisdiction over disputes, unless the Law requires otherwise. Nevertheless, Vetipak has the right to submit the dispute to the competent Court according to Law.
3. The Parties will only appeal to the courts after they have done their utmost to settle the dispute in mutual consultations.

Article 17 Location and amendment of conditions

1. The version valid at the time of the conclusion of the legal relationship with Vetipak always applies.
2. The Dutch text of the Terms and Conditions is decisive for its interpretation.