



General Terms and Conditions of Kiezebrink

Article 1 Definitions

In these General Terms & Conditions, the following definitions apply:

Kiezebrink:

The private limited liability company Kiezebrink Putten B.V., having its registered office and principal place of business at Hoge-Eng Oost 52 A, (3882 TN) Putten, the Netherlands, Chamber of Commerce registration number 08022069
and/or

The private limited liability company Kiezebrink Rodents B.V., having its registered office and principal place of business at Hoge-Eng Oost 52 A, (3882 TN) Putten, the Netherlands, Chamber of Commerce registration number 08075510
and/or

The private limited liability company Kiezebrink International B.V., having its registered office and principal place of business at Hoge-Eng Oost 50, (3882 TN) Putten, the Netherlands, Chamber of Commerce registration number 54140447.

Customer:

The legal entity or natural person that instructs Kiezebrink to provide products or services.

Parties:

Kiezebrink and the Customer.

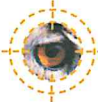
Agreement:

The agreement concluded between the Customer and Kiezebrink for the provision of products and/or services by Kiezebrink to the Customer.

Article 2 Applicability

- 2.1 These General Terms and Conditions apply to all offers and proposals made by Kiezebrink and to every Agreement. They also apply to all commitments ensuing from any Agreements subsequently concluded between Parties. Any purchase or other terms and conditions of the Customer will not apply unless accepted in writing by Kiezebrink.
- 2.2 Deviations from these General Terms and Conditions apply only if they have been agreed in writing between the Parties.





- 2.3 If any provision of these General Terms and Conditions is invalid or is nullified, the other provisions of these Terms and Conditions will remain applicable. Kiezebrink and the Customer will then consult, if necessary, to agree on a new provision to replace the invalid or nullified provision, to the extent possible in accordance with the object and purport of the original provision.
- 2.4 These General Terms and Conditions also apply to any Agreement that involves third parties for its execution.

Article 3 Proposal and conclusion of the Agreement

- 3.1 All proposals, offers and recommendations by Kiezebrink are entirely subject to contract, unless explicitly indicated otherwise by Kiezebrink in writing. The Customer guarantees the correctness and completeness of the information provided by it or on its behalf to Kiezebrink, on which Kiezebrink based its proposal or offer.
- 3.2 An Agreement is only concluded between the Parties by means of a written (order) confirmation from Kiezebrink or by actual execution of the Customer's order by Kiezebrink.
- 3.3 Changes to an assignment by the Customer are only binding on Kiezebrink if Kiezebrink has confirmed this change in writing or has actually carried out the changed assignment.
- 3.4 Verbal commitments are only binding on Kiezebrink if and in so far as these have been confirmed in writing by Kiezebrink to the Customer.

Article 4 Terms

- 4.1 Terms and delivery dates stated by Kiezebrink or agreed between the Parties are always target terms and dates, are indicative and do not bind Kiezebrink, unless stated otherwise in writing by Kiezebrink.
- 4.2 Even if the Parties have agreed on a deadline or delivery date, Kiezebrink will only be in default due to exceeding the term after a written notice of default from the Customer in which Kiezebrink is given a reasonable period to remedy the shortcoming and after this reasonable period has expired without Kiezebrink remedying the shortcoming.
- 4.3 Changes to the Agreement mean that Kiezebrink cannot be held to a term or date originally stated or agreed.





Article 5 Prices

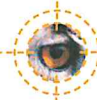
- 5.1 All prices for business Customers are exclusive of VAT, unless explicitly stated otherwise. All prices for private Customers are inclusive of VAT. Kiezebrink is entitled to pass on any change to the VAT rate to the Customer. In the event of an “apparent mistake” with regard to the price stated on the website and/or invoice, Kiezebrink is entitled to adjust this price to the correct price.
- 5.2 Kiezebrink is entitled to increase prices within three months following conclusion of the Agreement if such increase is the result of statutory regulations or provisions. Kiezebrink is entitled to increase prices from three months after conclusion of the Agreement for any reason whatsoever, in which case the Customer is authorised to terminate the Agreement with effect from the day on which the price increase takes effect.
- 5.3 Kiezebrink uses minimum order amounts and collection and volume discounts. Current amounts and percentages are always clearly stated on the Kiezebrink website(s). In so far as delivery costs are charged, these will always be clearly communicated by Kiezebrink to the Customer in advance.

Article 6 Payment

For Business Customers

- 6.1 Unless agreed otherwise, payment of Kiezebrink invoices by the Customer must be made within 14 days of the invoice date, by means of direct debit or otherwise, in the manner indicated by Kiezebrink and in the currency in which the invoice is made out.
- 6.2 Upon entering into or during the term of the Agreement, Kiezebrink may stipulate different payment conditions or require the Customer to provide sufficient security for the fulfilment of its obligations under the Agreement. Failure by the Customer to fully comply with its obligations regarding the payment of advances or the provision of security gives Kiezebrink the right to suspend its obligations or to dissolve the Agreement due to the Customer's default, without prejudice to Kiezebrink's right to compensation.
- 6.3 Payments must be made without deduction, settlement or suspension for whatever reason.
- 6.4 In the event of late payment, the Customer will be in default without further demand or notice of default being required. The Customer will owe the statutory commercial interest on the outstanding amount as of the default date. If timely payment is not made, the Customer will also owe an amount of 15% of the amount due, with a minimum of €250.00, with regard to the extrajudicial collection of the amount owed.
- 6.5 Complaints about invoices must be submitted to Kiezebrink in writing within a period of 8 workdays. Complaints do not suspend the Customer's payment obligation.





For Private Customers

- 6.6 Payment by the Customer must be made in advance when ordering or upon collecting the products.

Article 7 Delivery and retention of title

- 7.1 Delivery of products is effected by delivery to the Customer or collection by the Customer from Kiezebrink.
- 7.2 The risk of damage, loss, theft or misappropriation of products rests with Kiezebrink until the moment of delivery.
- 7.3 All products delivered by Kiezebrink remain the property of Kiezebrink until receipt of payment in full of that which the Customer owes Kiezebrink under the Agreement, including that which the Customer may owe Kiezebrink in connection with failure to fulfil its own obligations.

Article 8 Exclusion of returns and right of withdrawal

- 8.1 As Kiezebrink's products are perishable and must be transported in a frozen condition, the Customer does not have a right to return the products. For that same reason, the Customer does not have a right of withdrawal or a reflection period.

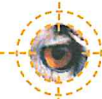
Article 9 Processing of personal data

- 9.1 In so far as Kiezebrink processes personal data prior to the conclusion of an Agreement and during the execution thereof, Kiezebrink will do this in a proper and careful manner, in accordance with applicable laws and regulations, including in particular the General Data Protection Regulation.
- 9.2 Kiezebrink will take all technical and organisational measures to protect the personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.

Article 10 Dissolution and termination

- 10.1 Either Party will only be authorised to dissolve the Agreement for attributable failure to comply with the Agreement if the other Party, after as detailed a written notification of default as possible, stating a reasonable term for remedying the failure, fails attributable in compliance with fundamental obligations under the Agreement. Fundamental obligations under the Agreement at least include the Customer's payment obligations towards Kiezebrink.





- 10.2 Each of the Parties is authorised to terminate the Agreement in writing without prior notice of default and with immediate effect if:
- a) the other Party applies for a suspension of payments or applies for its own bankruptcy, is granted statutory debt adjustment under the Debt Restructuring (Natural Persons) Act, or is declared bankrupt or offers an agreement outside bankruptcy, or any part of its assets is seized;
 - b) the other Party ceases its activities, ceases to pursue its statutory purpose, decides to wind up, otherwise loses legal personality, or transfers or merges the company.
- 10.3 Moreover, Kiezebrink is authorised to terminate the Agreement with immediate effect if it ceases to sell the product or provide the service that is the subject of the Agreement.
- 10.4 The provisions of this article do not affect the other powers that are legally vested in Parties in the event of an attributable shortcoming of the other Party.

Article 11 Force Majeure

- 11.1 Kiezebrink cannot be held to fulfil any obligation under the Agreement in the event of force majeure, that is to say, any circumstance - which is beyond the control of Kiezebrink and which could or should not have been foreseen when the Agreement was concluded - that would nullify any reasonable possibility of fulfilment (in full).
- 11.2 Force majeure includes, but is not limited to, standstill orders, danger of war, war, riots, acts of war, strikes, boycott, business disruptions, disruptions in traffic or transport, disruptions in (data) networks, government measures, scarcity of raw materials, natural disasters, fire, nuclear reactions, machine breakdown and otherwise all circumstances in which full or partial fulfilment of the agreement cannot in reasonableness and fairness be required of Kiezebrink.
- 11.3 In the event of force majeure, fulfilment of the affected obligations will be suspended for the duration of the force majeure, without Kiezebrink owing any compensation.
- 11.4 If a situation of force majeure persists for over 30 days, either Party will be entitled to dissolve the agreement in writing, unless the nature or scope of the shortcoming caused by the force majeure does not reasonably justify such dissolution. In such an event, Kiezebrink does not owe any compensation.
- 11.5 If Kiezebrink has already fulfilled its obligations prior to the force majeure or can only fulfil part of its obligations due to that force majeure, it will be entitled to invoice the part already delivered separately and the Customer will be required to pay this invoice in accordance with the provisions of Article 6 of these General Terms and Conditions.





Article 12 Liability

- 12.1 Kiezebrink is only liable for the direct damage suffered by the Customer in the context of execution of an Agreement in so far as such damage is the direct and exclusive consequence of an attributable shortcoming on the part of Kiezebrink in fulfilling that Agreement. In such a case, the obligation to pay compensation will be limited to an amount equal to the invoice amount under the relevant Agreement, with a maximum of €500.00.
- 12.2 Kiezebrink is not liable for indirect damages, including but not limited to consequential damage, lost profits, losses due to delays, personal injury and damage due to death.
- 12.3 Kiezebrink is not liable for damage that is caused in whole or in part by non-compliance with the food instructions stated on the packaging of Kiezebrink's products. Likewise, Kiezebrink is not liable for damage that is caused in whole or in part by a Business Customer not acting in accordance with the laws and regulations regarding health rules as regards animal by-products not intended for human consumption, including Regulation (EC) No 1069/2009 of the European Parliament and the Council of 21 October 2009.
- 12.4 Any claim for damages against Kiezebrink will cease to exist after a period of 12 months has elapsed after the claim arose, unless the Customer has commenced legal action for payment of the damage before the end of that term.
- 12.5 The Customer indemnifies Kiezebrink against all third-party claims related to the execution of the Agreement, including damage in connection with the use or inability to use by the Customer of the products delivered by Kiezebrink.
- 12.6 The aforementioned exclusions and limitations of liability do not apply in the event of damage as a result of intent or deliberate recklessness by Kiezebrink or its personnel in the execution of the Agreement.

Article 13 Complaints

- 13.1 Complaints about the execution of the Agreement must be submitted to Kiezebrink in writing and within a reasonable time after the reason for the complaint has arisen, but no later than two weeks after its discovery, failing which the Customer will lose any rights against Kiezebrink.
- 13.2 Kiezebrink will respond to complaints submitted within two weeks after receipt.





Article 14 Applicable law and settlement of disputes

- 14.1 All Agreements and these General Terms and Conditions are governed by Netherlands law.
- 14.2 In the unlikely event that a dispute occurs regarding the conclusion or execution of an Agreement or the application of these General Terms and Conditions about which the Parties cannot reach an amicable solution even after consultation, the competent court in Gelderland will be exclusively authorised to take cognisance thereof, unless mandatory legal provisions regarding relative competence oppose this.

