



General Terms and Conditions of Sale of Kraats Kaas B.V.

1 Definitions

In these General Conditions of Sale the following definitions apply:

- 1.1 Kraats: Kraats Kaas B.V.
- 1.2 Buyer: any buyer of Kraats in the Agreement as well as any person to whom Kraats has made an offer to enter into an Agreement.
- 1.3 Price: the selling price of the Product(s) offered, without any additional costs.
- 1.4 Order: any order from the Customer, in whatever form.
- 1.5 Agreement: any Agreement concluded between a Customer and Kraats, any amendment or addition thereto, as well as all (legal) acts in preparation and execution of that Agreement.
- 1.6 Products: all matters that are the subject of an Agreement.
- 1.7 Complaint: every, within the periods prescribed in Articles 10 and 11 of these Conditions, specified and submitted in writing by the Customer to Kraats that the Products delivered do not meet the requirements stated in the Agreement.
- 1.8 Weight: for a Customer within Europe: in accordance with Directive 1976/211/EEC (e-sign).
- 1.9 Conditions: the General Conditions of Kraats.
- 1.10 Incoterms: the terms of delivery version 2010 drawn up by the International Chamber of Commerce in Paris.
- 1.11 In writing: notification by letter or fax or by e-mail.

2 Applicability

- 2.1 These Conditions are part of all Agreements.
- 2.2 Kraats expressly excludes the applicability of the United Nations 1980 Convention on Contracts for the International Sale of Goods (CISG).
- 2.3 If the parties refer to an Incoterm in an Agreement, the Incoterm in question shall apply for its interpretation.
- 2.4 Kraats expressly excludes the applicability of any general conditions and/or purchase and/or delivery conditions of the Customer.
- 2.5 These Conditions also apply to third parties by whom Kraats has all or part of the Agreement performed.
- 2.6 If one or more provisions of these Conditions are void or annulable, this shall not affect the validity of the remaining provisions and the Customer and Kraats shall consult in order to agree new provisions to replace the void or annulled provisions, taking into account as far as possible the object and purport of the void or annulled provision.

3 Offer and formation of the Agreement

- 3.1 Offers are without obligation, unless otherwise stated in writing.
- 3.2 An Agreement shall only come into being after written confirmation thereof by Kraats.
- 3.3 Amendments and supplements to any provision in an Agreement may only be invoked if agreed in writing.

4 Prices

- 4.1 Unless otherwise indicated, all prices are expressed in Euros and exclusive of sales tax or other government-imposed levies and/or taxes and exclusive of cost pallets.
- 4.2 Prices are based on delivery EXW (Ex Works) in accordance with Incoterms, unless another mode of delivery (whether or not in accordance with Incoterms) has been agreed in writing in the Agreement, in which case the prices shall be based on that other mode of delivery.
- 4.3 Kraats expressly reserves the right to pass on to the Customer any change beyond its control which affects the price.
- 4.4 The Customer indemnifies Kraats against all costs and damages which may arise for Kraats from the fact:
 - 4.4.1 that the Customer is not properly registered for sales tax or similar tax in any EU Member State and/or,
 - 4.4.2 that the Customer provides incorrect or untimely information to Kraats and/or the authorities in respect of turnover tax or similar tax in any relevant EU Member State, or any state outside it.

5 Payment

- 5.1 All payments shall be made within 21 days of the invoice date, unless expressly agreed otherwise in writing.
- 5.2 Settlement, set-off or suspension of payment by the Customer is never permitted, unless otherwise agreed in writing.
- 5.3 Kraats is always entitled to demand advance payment, whether partial or not. If, on the part of the Customer, circumstances arise on the basis of which Kraats - in its sole judgement - has reason to fear that the Customer will not comply with its obligations under the Agreement, Kraats shall be entitled, before (further) performance (also for other Agreements), to demand advance payment for the Products to be delivered or that the Customer furnish what Kraats believes to be adequate security.
- 5.4 All payments shall be made to a bank account to be designated by Kraats. All payments shall be made in Euros, unless Kraats indicates in writing that payment in another currency is permitted.
- 5.5 If the term of payment mentioned under 5.1 is exceeded, the Buyer shall owe Kraats interest of 1.5% per month on the outstanding amount. This interest shall be due and payable without any summons or notice of default being required.
- 5.6 All judicial and extrajudicial collection costs to be incurred by Kraats, including reasonable costs for legal assistance, shall be borne by the customer and are estimated at 15% of the principal sum due with a minimum of 250 Euro. Kraats reserves the right to recover all actual collection costs from the Buyer.
- 5.7 Complaints concerning invoices must be submitted in writing to Kraats within 8 days of the invoice date, failing which the Customer shall be deemed to have acknowledged their accuracy.
- 5.8 Without prejudice to any statement to the contrary made by the Customer when making his payments and without prejudice to Kraats' administrative processing thereof, the Customer's payments shall always be deemed to be applied firstly to any collection costs and interest due by the Customer, secondly to Kraats' claims relating to Products already resold and delivered by the Customer to third parties and finally to Kraats' other outstanding invoices to the relevant Customer in order of dating (from old to young).
- 5.9 In the event of non-payment of an overdue invoice, suspension of payment, application for a moratorium, bankruptcy or liquidation (of the business) by or of the of the Customer, Kraats shall have the right, without notice of default and without judicial intervention, to suspend the Agreement (or the part thereof still to be performed) or to invoke its dissolution, and to reclaim what may have already been delivered but is still the property of Kraats by virtue of these conditions, in which cases any claim that Kraats has against the Customer shall be immediately and at once due and payable and without the Customer being able to claim compensation for damages.

6 Term of delivery

- 6.1 Delivery terms are only indicative and shall only take effect after the Agreement has been concluded. Kraats shall endeavour to deliver on agreed delivery dates as far as possible. However, delivery dates shall not bind Kraats and shall not be regarded as final, unless expressly agreed otherwise in writing. In all cases Kraats shall not be liable for the consequences of exceeding the delivery time and the Customer shall have no right to damages.
- 6.2 If any term is exceeded, the Customer is not entitled to rescind or terminate the Agreement, unless the term is exceeded to such an extent that the Customer cannot reasonably be required to maintain the Agreement. In that case, the exceeding of the term must at least amount to the originally indicated delivery time.

7 Delivery and risk

- 7.1 Delivery takes place EXW (Ex Works) in accordance with Incoterms, unless expressly agreed otherwise in writing. If the parties refer to an Incoterm in an Agreement, that Incoterm will apply for its interpretation.
- 7.2 The risk in respect of the Products shall pass to the Customer at the time of delivery, even if the transfer of ownership takes place at a later time.
- 7.3 The Customer has an obligation to take delivery, whereby it is obliged to effect a speedy unloading of the Products at its expense, whereby waiting times must be avoided. If the Customer fails to take delivery (on time), Kraats has the right to leave the Products lying around at the Customer's expense and risk or, if necessary, to load, transport and store them (or have them stored).

8 Force Majeure

- 8.1 If the performance of the Agreement is prevented by force majeure, regardless of whether or not this could have been foreseen when the Agreement was concluded, Kraats shall have the right to dissolve the Agreement in whole or in part without being liable to the Customer for any compensation.
- 8.2 Force majeure on the part of Kraats means any circumstance beyond Kraats' control, as a result of which the fulfilment of (the relevant part of) its obligations towards the Customer is prevented, delayed or rendered unprofitable or as a result of which the fulfilment of these obligations cannot reasonably be required of Kraats. For example, force majeure includes war or danger of war, riots, full or partial mobilization, import and/or export bans, measures taken by Dutch and/or foreign governmental bodies which make the performance of the Agreement more difficult and/or costly for Kraats than it was when the Agreement was concluded, frost, strikes, fire, epidemics and traffic disturbances. The provisions of this article shall also apply if the circumstances in question occur in respect of the manufacturer, importer or other trader from whom Kraats itself must or tends to obtain the Products, or when Products to be delivered or delivered to Kraats by third parties, to be used in the implementation of the Agreement, prove not to meet the quality requirements set by Kraats.

9 Retention of title

- 9.1 All Products delivered to the Customer remain the property of Kraats until all claims that Kraats has and/or will have on the Customer for the Products delivered or to be delivered or work performed or to be performed under any Agreement, as well as all other amounts that the Customer owes or will owe due to the Customer's failure to pay, have been paid in full to Kraats. A Buyer acting as a reseller shall be permitted to sell and redeliver all Products subject to Kraats' retention of title only to the extent customary in the ordinary course of his business. In the case of sales on credit, the Customer shall be obliged to stipulate from its customers a retention of title similar to the provisions of this Article.

- 9.2 As long as the ownership of the Products has not been transferred to the Customer, the Customer may not pledge, transfer ownership of or grant any other right to the Products (in a commercial sense) to a third party, except for the provisions of Article 9.1 insofar as they relate to the transfer by the Customer to a third party in the ordinary course of its business.
- 9.3 The Customer is obliged to keep the Products delivered under retention of title carefully and as recognizable property of Kraats.
- 9.4 If and as long as Kraats is the owner of the Products, the Customer shall immediately inform Kraats in writing if (any part of) the Products have been lost or damaged. In case of attachment, (provisional) suspension of payment or bankruptcy, the Customer shall immediately inform the attaching bailiff, the administrator (if any) or the receiver (if any) of Kraats' (ownership) rights and at the same time inform Kraats in writing.
- 9.5 If full payment has not been made within the agreed term, Kraats shall at all times be entitled to take back the Products delivered under retention of title, while the Customer shall be obliged to return these Products to Kraats immediately on first demand, postage paid. Even if only partial payment has been made within the agreed term, Kraats shall be entitled to take back all Products subject to retention of title.
- 9.6 For German Customers or Customers established in Germany the above retention of title does not apply, but for them an extended and extended retention of title of the following content applies:

Kraats retains title to all Products delivered by it as security for all claims it has or will have on the Customer and its associated companies, both from present and future Agreements. Kraats' right of ownership also extends to new Products resulting from the processing of Products delivered by Kraats under retention of title. The Customer shall produce the new Products for Kraats without itself acquiring ownership rights to them and shall store them for Kraats, without any claim by the Customer against Kraats arising therefrom.

If the Products delivered by Kraats under retention of title are mixed with other Products subject to retention of title by other suppliers, Kraats together with those other suppliers shall acquire co-ownership rights to these new Products, to the exclusion of any (co-)ownership rights of the Customer. The extent of Kraats' co-ownership share shall correspond to the invoice value of the Products delivered by Kraats under retention of title in relation to the total invoice value of all Products involved in the mixing and delivered under retention of title.

The Customer already now assigns its claims from the alienation of Products delivered and to be delivered by Kraats under retention of title with additional rights as security to Kraats up to the amount of Kraats' ownership share in the new Products. In the case of processing in the context of a contract for work, the claim in respect of compensation up to an amount proportional to the invoice value of the processed Products delivered by Kraats under retention of title is already now assigned to Kraats.

As long as the Customer properly fulfills his obligations under the Agreement with Kraats, he may dispose of the Products belonging to Kraats in the ordinary course of his business and collect the claims assigned to Kraats himself.

In case of late payment or well-founded doubt about the Customer's solvency or creditworthiness, Kraats shall be entitled to collect the assigned claims and to take back the Products delivered under retention of title.

Payments by check or bill of exchange shall not be deemed fulfillment until the check/ bill of exchange has been cashed by the Customer. This retention of title contained in this clause 9.6 shall be subject exclusively to German law.

10 Warranty

- 10.1 Kraats guarantees the shelf life of several of its Products and applies an expiration date (THT) as stipulated below.
- 10.2 For Products transported refrigerated (2°C - 7°C), Kraats guarantees the shelf life for
- slices of Gouda, Edam, Butterkäse and Cheddar up to 12 months after production date Ex Works
 - Emmental and Maasdam slices for a maximum of 9 months after production date Ex Works
 - Mozzarella slices maximum 3 months after production date Ex Works
 - grated Gouda, Edam, Butterkäse and Cheddar maximum 6 months after production date Ex Works
 - grated Mozzarella maximum 3 months after production date Ex Works.
- 10.3 If transported in frozen condition (i.e. minimum -18°C throughout transport) Kraats guarantees shelf life for all grated Products mentioned under 10.2 for 9 months after production date Ex Works. The expiration date can be extended for an additional 3 months at the expense and risk of the Customer.
- 10.4 With all shipments (containers) of Kraats a data logger is sent along, which measures temperature, humidity, light and battery status etc. during transport. The measurement data as recorded in the data logger and in Kraats' records shall in all cases be decisive.
- 10.5 On penalty of forfeiture of all his rights, the Customer shall be obliged to complain in writing or by e-mail at the latest within four days after the opening of the container referred to under 10.4 with regard to the conformity, shelf life and best-before date of the Product.
- The right to complain lapses in any case:
- if the thawing advice given under 10.6 has not been followed,
 - after the expiry of the time limits mentioned under 10.2 and 10.3.
- 10.6 In the event Products have been transported frozen, the thawing process is always and in all cases entirely at the expense and risk of the Customer. Kraats recommends allowing frozen Products to thaw for at least one day at a temperature of 1°C - 4°C after which the Product is consumed no later than five days after thawing.

11 Advertising

- 11.1 If upon receipt any of the Products delivered by Kraats show defects, complaints must be made in writing to Kraats within five working days after receipt of the Products, and for soft and fresh cheese within two working days after receipt. Contrary to the above, damage to the packaging must be reported on the delivery note immediately upon delivery by the client.
- 11.2 If a defect does not become apparent until some time after receipt of the Products, complaints must be made in writing to Kraats within 10 working days of discovery of the defect. The Buyer can no longer invoke a defect in respect of grated and/or sliced cheese against Kraats if more than 4 months have elapsed since delivery.
- 11.3 Within a period of ten working days after receipt of the complaint(s) Kraats is obliged to inform the Customer in writing of its position on the matter.
- 11.4 Failure to observe the periods mentioned in 11.1 and 11.2 shall relieve Kraats of any liability to the Customer for any defects.
- 11.5 The Customer can in no case assert any claims in respect of defects in Products against Kraats as long as the Customer has not fulfilled any obligation to Kraats.
- 11.6 With regard to (the handling and/or storage of) the Products, the Customer is obliged to observe the instructions for use and the standards of supervision and care laid down in the statutory regulations. A storage temperature between 2°C and a maximum of 7°C must be observed. It is up to the Customer to prove that he has actually complied with all the foregoing regulations, failing which Kraats is relieved of any liability for any defects. Complaints do not suspend the Customer's payment obligations.

