

GENERAL CONDITIONS
of Paridaans en Liebregts B.V., established in 's-Hertogenbosch
(Registered under CoC no. 17030702)

Article 1. Applicability general conditions

1. These general conditions are applicable to all offers of Paridaans en Liebregts B.V., with registered seat in 's-Hertogenbosch (in the following referred to as: "Paridaans en Liebregts") and the adoption and the content of, and compliance with all agreements concluded between Paridaans en Liebregts and their contracting party (in the following referred to as: "the counterparty") in the context of the activities referred to in the following. Paridaans en Liebregts is active in the field of the (whole)sale (purchase and sale) of live cattle (especially calves, goats, and pigs), the trading in (purchase and sale) slaughter by-products and the keeping of livestock on a contractual basis (especially of calves and ram lambs) in the widest sense of the term, in the following also referred to as "the activities".
2. The counterparty that has in the past already entered into agreements with Paridaans en Liebregts is deemed to tacitly agree with the applicability of these conditions to later agreements between them and Paridaans en Liebregts.
3. By "the counterparty" is intended in these conditions: every (legal) person who has concluded an agreement with Paridaans en Liebregts with regard to the activities, or respectively wishes to conclude such, and besides them, their agent(s), authorised representative(s), successor(s) in title, and heirs.
4. The own general conditions applied by the counterparty remain effective to the extent not in conflict with the underlying general conditions. In the event of conflict between both sets of conditions, the general conditions of Paridaans en Liebregts will take precedence at all times, even if prevalence was stipulated otherwise. General (purchasing) conditions of the counterparty are only applicable if it is expressly established in writing that they are applicable to the agreement between parties to the exclusion of the present general conditions.
5. If the court of law has established that one or more provisions from these conditions is/are unreasonably encumbering, the relevant provision will have to be interpreted in light of the remaining provisions of these general conditions and in such a manner that the provision can with all reason be invoked by Paridaans en Liebregts vis-à-vis the counterparty. The circumstance that the court of law has established that one or more provisions from this agreement is unreasonably encumbering leaves unaffected the effect of the remaining provisions.
6. These general conditions are listed on the website of Paridaans en Liebregts.

Article 2. Offer and acceptance

1. All offers made by Paridaans en Liebregts with regard to their activities, in any form whatsoever, are non-committal, and can be revoked, withdrawn, or modified by them within seven (7) business days after notification by Paridaans en Liebregts of the acceptance of their offer, unless expressly stated otherwise.
2. An offer of Paridaans en Liebregts is valid during 15 days after the day of signing thereof by Paridaans en Liebregts, unless a different term of validity was indicated in the offer or the duration of validity for the expiry thereof has been extended by Paridaans en Liebregts in writing.
3. If an offer is made by Paridaans en Liebregts, an agreement is adopted between them and the counterparty through the acceptance by the counterparty of the offer of Paridaans en Liebregts or through the implementation of the activities (agreement) for the benefit of the counterparty by Paridaans en Liebregts. Exclusively the offer of Paridaans en Liebregts or their invoice for the implementation of the activities (agreement) respectively is deemed to correctly represent the content of the agreement.
4. If no offer is made by Paridaans en Liebregts, an agreement is only adopted between parties through the written acceptance or implementation of the activities (agreement) for the benefit of the counterparty by Paridaans en Liebregts. Exclusively the written acceptance of the activities (agreement) by Paridaans en Liebregts or their invoice respectively for the implementation of the agreement is deemed to correctly represent the content of the agreement.
5. Errors featured in this offer do not bind Paridaans en Liebregts.
6. The sending of offers and/or (other) documentation by the other party never obliges Paridaans en Liebregts to accept an agreement unless explicitly confirmed by Paridaans en Liebregts in writing.
7. Modifications and/or additions to an agreement concluded between parties are only valid after those modifications and/or additions have been accepted by Paridaans en Liebregts and the counterparty unambiguously in writing.

Article 3. (implementation) Agreement

1. Paridaans en Liebregts carries out the activities to the best of their abilities and makes sure that these activities are compliant with the veterinary-legal requirements as well as with the requirements of safety, hygiene, and animal wellbeing. Paridaans en Liebregts is certified/is in possession of the quality certificate for cattle transport and cattle trade.
2. Paridaans en Liebregts has the right, if they deem such desirable or necessary for the proper implementation of their activities and, if necessary, following consultation with the counterparty, to deploy third parties for the implementation of the activities.
3. The activities are carried out in mutual consultation between Paridaans en Liebregts and the counterparty, the manner, however, in which these are implemented and the manner in which it is implemented is determined by Paridaans en Liebregts, unless such is in conflict with reason and fairness or it was established otherwise.
4. In case of a defect in the activities, Paridaans en Liebregts has the right to restore these within a reasonable term, without becoming liable for damages on such account and/or without the counterparty having the right to terminate the activities and/or to cancel the agreement or to (let) rescind them, all matters with due regard for reason and fairness.
5. Paridaans en Liebregts exerts itself so that the cattle and/or other matters to be delivered to the counterparty are approved by the responsible Netherlands or foreign government agency to the extent required, and that the delivery of the cattle and/or the other matters is accompanied by the documents that are required according to the effective (inter)national legislation.
6. The counterparty is obligated, unless expressly established otherwise in writing, no later than at the moment of delivery of the cattle and/or other matters, to procure at own expense and risk and for the benefit of Paridaans en Liebregts sufficient parking areas and unloading areas for the means of transport with which the cattle and/or other matters are transported, sufficient staff and in addition such sufficient, sound, and safe auxiliary means as may be available for the unloading of the cattle and/or the other matters, as well as a safe, (if necessary) well-illuminated, and hygienic environment, so that the delivery of the cattle and/or the other matters can take place under all circumstances, such as weather conditions.
7. If the counterparty wishes that Paridaans en Liebregts would deliver additional cattle and/or matters in the context of the activities, it is bound to communicate such in writing to Paridaans en Liebregts, which has the right at all times to refuse these additional deliveries. They will try to carry out these additional deliveries, on condition such request is reasonable and Paridaans en Liebregts has the possibility, such at the discretion of the latter party itself, to carry out these additional deliveries and the counterparty has committed itself in writing towards them to pay the additional costs thereof to them.
8. Paridaans en Liebregts has the right in case of special circumstances, such as illness of and a lack of cattle, to carry out the activities in stages and at a later time than was established, such to the extent the agreement between parties permits this and with due regard for reason and fairness.
9. Paridaans en Liebregts makes use of the services of a credit insurer. If this credit insurer sets specific requirements with regard to the activities to be carried out by Paridaans en Liebregts for their counterparty/parties, these will be imposed by Paridaans en Liebregts on the counterparty, unless such violates reason and fairness.
10. All costs that are the result of circumstances that Paridaans en Liebregts did not reasonably have to take into consideration upon the adoption of the agreement are borne by the counterparty.
11. In the context of the implementation of the activities, the counterparty guarantees the correctness, completeness, and reliability of the data and information provided by or on behalf of it to Paridaans en Liebregts.

Article 4. Delivery and transport

1. The delivery (and the transport) of the cattle or the other matters by Paridaans en Liebregts to the counterparty takes place by or on behalf of Paridaans en Liebregts itself and is carried out most of the time by PALI Logistics B.V., a daughter company of Paridaans en Liebregts.
2. The transport of the cattle or of other matters in the Netherlands takes place at the address of the counterparty, unless parties have expressly established otherwise in writing. The cattle and/or the other matters must be considered as delivered if they have arrived on the premises of the counterparty. The cattle and/or the other matters are at the expense and risk of the counterparty from such time. If the counterparty picks up the cattle from Paridaans en Liebregts, expressly including as well the (farming) companies that are operative for Paridaans en Liebregts, itself, the risk passes at the moment the premises of the farming company are left.
3. In case of cross-border deliveries of cattle and/or other matters, the Incoterms 2020 are applicable.
4. Paridaans en Liebregts may, both for what is established in section 1 and in section 2 of this article, continue to consider the address submitted by the counterparty as such until the counterparty has communicated a new

address to them in writing. The counterparty is obligated to receive the cattle and/or the other matters at that address and at the time indicated by Paridaans en Liebrechts.

5. The counterparty takes care of the customs and other formalities (permits) in the country of delivery.

Article 5. Delivery terms

1. The delivery terms submitted by Paridaans en Liebrechts to the counterparty were established to the best of their knowledge based on the information known to them upon adoption of the agreement and will be observed by Paridaans en Liebrechts as much as possible. Paridaans en Liebrechts does not fall into default through the mere overrunning of a term and the counterparty cannot derive the right from the mere overrunning of a term submitted by Paridaans en Liebrechts to terminate the activities completely or partially or to completely or partially rescind the relevant agreement.
2. In case the counterparty does not timely, or incorrectly, insufficiently, or inappropriately provide or fulfil the information and/or obligations required for Paridaans en Liebrechts in the context of the activities, this may affect the established date, start and/or duration of the (implementation of the) activities, which will be at the expense and risk of the counterparty. The additional costs caused as a result must be compensated by the counterparty to Paridaans en Liebrechts. The counterparty is obligated to inform Paridaans en Liebrechts of all events and circumstances that may be of importance for the proper implementation of the activities. This also applies for events and circumstances that become known only after the adoption of the agreement.

Article 6. Price and price increase

1. The prices for the activities applied by Paridaans en Liebrechts are exclusive of VAT, other government-imposed levies, and other funds owed to third parties, unless indicated otherwise in writing. If the amount of the VAT rates is altered by the authorities, the new changed rates apply.
2. The counterparty is obligated to provide Paridaans en Liebrechts with a VAT number.
3. If during the time situated between the date of the quotation or offer and that of the implementation of the activities, the prices of cost undergo an increase, such as, though not limited to, as a result of government measures, import duties, etc. or, in the event instalments apply, the prices of cost undergo increases during those instalments, Paridaans en Liebrechts has the right to correspondingly increase the price to be billed to the counterparty.
4. If clear calculation errors are made by Paridaans en Liebrechts in the price and/or price increase, these can be corrected by them at all times.
5. All prices listed by Paridaans en Liebrechts are listed in euros, unless established otherwise in writing.

Article 7. Payment

1. The counterparty must pay the invoice/invoices sent by Paridaans en Liebrechts in the context of the activities to the counterparty within the payment term stated on the invoice to Paridaans en Liebrechts, to the bank account indicated on the invoice, without any discounts and/or setoffs, unless established between parties otherwise in writing.
2. If the invoice is not paid in full by the counterparty after expiry of the payment term, they fall into default and they owe, from such time, the statutory commercial interest over the unpaid amount, increased by 2 percentage points. After having been properly declared in default to such effect by Paridaans en Liebrechts and in case payment fails to occur, the counterparty will in such case also owe the extrajudicial costs and legal costs to Paridaans en Liebrechts, which extrajudicial costs are fixed at 15% of the principal sum.
3. Paridaans en Liebrechts has the right to let serve payments from the counterparty first to settle the interest owed and any possible claims on the counterparty flowing from shortcomings of the counterparty in implementing the activities flowing from the agreement (undertakings).
4. The records of Paridaans en Liebrechts provide, barring proof to the contrary, full proof of what is owed to them by the counterparty on any account whatsoever.

Article 8. Cancellation and modification

1. Paridaans en Liebrechts reserves itself the right to apply minor modifications to the activities (as stated in the quotation) without becoming liable for damage and/or without the counterparty having the right to cancel the activities or to (let) rescind the relevant agreement as a result. Such will be the case, for example, if the delivery is no longer possible temporarily from a veterinary perspective and/or specific safety and/or environmental regulations and/or other legal regulations (temporarily) cannot be observed.
2. The counterparty exclusively has the right to cancel the activities and/or to rescind the relevant agreement if such was established in writing or if the counterparty derives such from the effective regulations. If the counterparty cancels the activities (with legal validity) or rescinds the relevant agreement, the counterparty is obligated to

simultaneously terminate exercise of the rights granted on account of the agreement and to compensate Paridaans en Liebrechts for the costs incurred by them in connection with the offer and the adoption and the implementation of the activities.

3. If a modification or addition to the activities leads to additional activities by Paridaans en Liebrechts, these will always be billed to the counterparty in accordance with the rates effective at such time. If a modification or addition to the activities leads to fewer activities, this may lead to a reduction of the established price, though Paridaans en Liebrechts reserves itself the right to bill the counterparty for the costs already incurred by them as well as for their loss of profit.
4. The counterparty accepts that, if parties establish that the activities are expanded or altered, the time of completion thereof may be affected as a result. Paridaans en Liebrechts will inform the counterparty concerning as soon as possible.
5. If the counterparty requests from Paridaans en Liebrechts the application of modifications and/or additions to the activities, Paridaans en Liebrechts will heed such if it lies within their possibilities. Paridaans en Liebrechts can never be obliged to heed such requests. They will carry out these activities, if possible. A modification must be communicated by the counterparty to Paridaans en Liebrechts in writing.
6. If the counterparty, after an agreement has been adopted, wishes to cancel the activities flowing therefrom, 10% of the established price (exclusive of VAT) is billed as cancellation costs, without prejudice to the right of Paridaans en Liebrechts to claim the exceeding damage from the counterparty, also including the loss of profit.

Article 9. Termination

1. Without prejudice to what is established in the other articles of these conditions, the counterparty is considered to be legally in default if it does not, does not properly, or does not timely comply with any obligations that may flow for it from the activities (and the relevant agreement), as well as in the case of bankruptcy, (application for) suspension of payments, liquidation of its enterprise or in the event an attachment is or has been levied on the whole or a part of the assets of the counterparty and such attachment will not be lifted within the foreseeable future. The counterparty is obliged to immediately inform Paridaans en Liebrechts of the entry into effect of the events intended in this article. Paridaans en Liebrechts has the right in such case, without any default notice and without judicial intervention, to suspend the implementation of the activities or to completely or partially rescind the relevant agreement, such at the option of Paridaans en Liebrechts, without being bound to pay any damages, though without prejudice to their right to compensation of the damage that is the result of the attributable shortcoming and the suspension or rescission. In these cases, any claim that Paridaans en Liebrechts has at the charge of the counterparty becomes instantly and immediately exigible.
2. What is established in the previous section with regard to the right of Paridaans en Liebrechts to rescind the agreement is not applicable if the shortcoming, in view of its special nature or minor importance, does not justify this rescission with its consequences.
3. Paridaans en Liebrechts never owes the counterparty any compensation of damages on account of the termination of the activities and the suspension of the activities flowing from the relevant agreement (undertakings) on grounds of the events intended in the previous section, without prejudice to their right to compensation for the damage which is the result thereof.
4. If the agreement has been rescinded, the performances already received by the counterparty for the implementation of the agreement and the associated payment obligations of the counterparty are not subject to an unwinding obligation, unless Paridaans en Liebrechts is in default with regard to those performances. In connection with the performances conducted or the monetary sums invoiced before or upon the rescission of the agreement by Paridaans en Liebrechts, the counterparty is bound to settle immediately after rescission.

Article 10. Retention of title

1. The cattle and the other matters delivered by Paridaans en Liebrechts remain their property until the counterparty has complied all its obligations from all (purchase) agreements concluded with them, also including:
 - the performance(s) in compensation regarding the activities (delivery of cattle and/or other matters), also including full payment of the established price;
 - the performance(s) in compensation regarding such services as may have been or may have to be provided by Paridaans en Liebrechts pursuant to the purchase agreements;
 - any possible claims on account of non-compliance by the counterparty with these agreements.
2. The cattle and/or other matters delivered by Paridaans en Liebrechts which pursuant to the previous section fall under the retention of title may only be resold within the framework of normal business operations. In case of

bankruptcy or (application for) suspension of payments of the counterparty, resale is not permitted either within the framework of normal business operations.

3. If the counterparty does not fulfil its obligations or there is a legitimate fear that it will not do so, then Paridaans en Liebrechts has the right to (let) recover the delivered cattle and/or other matters as well as the meat following slaughter of the cattle that are subject to the retention of title mentioned in the previous section, from the counterparty or third parties that are keeping the goods for the counterparty. The counterparty grants permission for this beforehand and is obligated to render all assistance for this, on pain of a fine of 15% of the amount owed to Paridaans en Liebrechts on account of the agreement, without prejudice to the right of Paridaans en Liebrechts to claim the entire damage from the counterparty.
4. The counterparty must keep the cattle and/or the other matters delivered under retention of title, as well as the butchered cattle marked as the property of Paridaans en Liebrechts, by, for example, not removing the earmarks of the cattle and/or the certificates, packaging, or other written characteristics regarding the meat and/or other matters and keep it in a correct and diligent manner, clearly separated from other goods.
5. If third parties wish to establish or enforce any right to the cattle and/or other matters delivered under retention of title or any other event occurs or threatens to occur that may damage the delivered cattle and/or other matters, the counterparty is obligated to accordingly inform Paridaans en Liebrechts as soon as may reasonably be expected.
6. If a third party proceeds with the payment of the amount owed by the counterparty to Paridaans en Liebrechts, Paridaans en Liebrechts keeps its retention of title until the payment is irrevocable.
7. As long as the property of the cattle and/or the delivered matters has not passed to the counterparty, it is not permitted to pawn the cattle and/or the delivered matters or to encumber it otherwise or to cede it in use.
8. The counterparty is obligated to insure the cattle and/or the other matters for the duration of the reserved property against all calamities, including theft and illnesses and to present such for perusal to Paridaans en Liebrechts upon first request.

Article 11. Retention of title in Germany

(Eigentumsvorbehalten in Deutschland)

1. In derogation to what is established in article 10 of these general conditions, with regard to the cattle and/or other matters delivered by Paridaans en Liebrechts to counterparties established in Germany, the following is applicable: (In Abweichung vom im vorgehenden Artikel Festgelegte, gilt bezüglich der vom Paridaans en Liebrechts an in Deutschland etablierte Abnehmer gelieferten Sachen folgendes:)
2. Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die Paridaans en Liebrechts aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen.
3. Das Eigentum vom Paridaans en Liebrechts streckt sich auch auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Paridaans en Liebrechts her und verwahrt sie für ihn. Hieraus erwachsen ihm kleine Ansprüche gegen Paridaans en Liebrechts.
4. Bei einer Verarbeitung der Vorbehaltsware des Paridaans en Liebrechts mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerbt Paridaans en Liebrechts zusammen mit diesen anderen Lieferanten – unter Ausschluss eine Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt:
 - a. Das Miteigentumsanteil des Paridaans en Liebrechts entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des Paridaans en Liebrechts zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
 - b. Verbleibt ein von Miteigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Abnehmer erstreckt haben, so erholt sich der Miteigentumsanteil des Paridaans en Liebrechts um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht Paridaans en Liebrechts an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu den Rechnungswerken der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen des Paridaans en Liebrechts mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung am Paridaans en Liebrechts ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des Paridaans en Liebrechts für die mitverarbeitete Vorbehaltsware schon jetzt am Lieferanten abgetreten.
 - c. Solange der Abnehmer seine Verpflichtungen aus der Geschäftsverbindung mit Paridaans en Liebrechts ordnungsgemäß nachkommt, darf er über die in Eigentum des Paridaans en Liebrechts stehende Ware im

ordentlichen Geschäftsgang verfügen und die an abgetretene Forderungen des Paridaans en Liebrechts selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifel an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist Paridaans en Liebrechts berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen; jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn Paridaans en Liebrechts dies ausdrücklich schriftlich erklärt.

Übersteigt der Wert der eingeräumten Sicherheiten die Forderungen des Paridaans en Liebrechts um mehr als 10%, so wird Paridaans en Liebrechts auf Verlangen des Abnehmers insoweit Sicherheiten nach seiner Wahl freigeben.

5. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.

Article 12. Late acceptance

1. If the counterparty does not accept the cattle and/or the other matters before expiry of the established delivery term and/or the counterparty refuses to accept the cattle and/or the other matters, Paridaans en Liebrechts has the right to hand over the pork (to third parties) for safekeeping at the expense of the counterparty or to otherwise keep it for the counterparty. Paridaans en Liebrechts will notify the counterparty of this safekeeping in writing.
2. All costs incurred and to be incurred by Paridaans en Liebrechts in the context of the safekeeping of the cattle and/or the other matters are borne by the counterparty.
3. The preceding leaves unaffected that the counterparty remains obliged to pay the full purchase price to Paridaans en Liebrechts.

Article 13. Complaints and complaint terms

1. Also in view of the nature of the activities, that is, the delivery of cattle (livestock) and/or other matters, also including meat and slaughter by-products (perishable goods), the counterparty is obligated to (let) investigate the cattle and other matters delivered by Paridaans en Liebrechts immediately upon their delivery or otherwise as soon as possible afterwards, though no later than 24 hours after delivery, and, if necessary to (let) inspect such as well as to verify thereby whether the cattle and/or the other matters correspond with the agreement. The counterparty must thereby verify whether the cattle visually does not have any diseases and is in good condition and/or whether it is compliant with the correct quantities and as regards the other matters whether they are compliant with the quality requirements and they correspond with what was established between parties.
2. If Paridaans en Liebrechts decides to (let) carry out an own investigation in connection with defects contended by the counterparty with regard to activities conducted by Paridaans en Liebrechts, the counterparty is bound to render its full assistance for this.
3. If a complaint about a defect in the opinion of Paridaans en Liebrechts is legitimate, they will, at their option, either take back the cattle and/or the other matters without the counterparty owing any amount to Paridaans en Liebrechts, or deliver the same type of cattle and/or other matters to the counterparty again. Paridaans en Liebrechts is not bound to pay damages in such situations. The counterparty does not have the right to reject the proposal of Paridaans en Liebrechts to deliver the same type of cattle and/or the other matters, unless such cannot reasonably be demanded from the counterparty.
4. Complaints regarding alleged defects must at all times be submitted in writing within five (5) business days following invoice date, precisely stating the defects.
5. Complaints regarding the invoice amount must be submitted within fourteen days after invoice date to Paridaans en Liebrechts by way of registered mail, precisely stating the grounds for the complaint.
6. If the counterparty does not comply with what is established in this article, this leads to the lapsing of all claims of the counterparty on Paridaans en Liebrechts in the matter.

Article 14. Liability

1. The liability of Paridaans en Liebrechts is limited at all times, if this liability is covered by their liability insurance, to the amount of the disbursement made by the insurer. If the insurer in any case does not proceed to disburse or the demonstrable damage is not covered by the insurer, the liability of Paridaans en Liebrechts is limited to the net invoice value of the (established) activities, to the extent that damage was effectively incurred by the counterparty and paid by it.
2. Paridaans en Liebrechts is never bound to compensate indirect damage, also including consequential damage, business damage, and damage due to the loss of time, loss of data and/or the missing out on a financial advantage.
3. A liability of Paridaans en Liebrechts can exclusively arise after the counterparty has properly declared their default in writing immediately after the end of the activities or immediately upon identifying the shortcoming, and has granted Paridaans en Liebrechts a reasonable term to eliminate the shortcoming.

4. The counterparty safeguards Paridaans en Liebrechts against all third-party claims in the matter of damage arisen upon or as a result of the implementation of the activities, towards whom Paridaans en Liebrechts cannot appeal to these general conditions. The counterparty is only bound by this safeguard to the extent Paridaans en Liebrechts is able to appeal to exclusion or reduction of liability vis-à-vis the counterparty as well.
5. The limitations of liability included in these general conditions do not apply if the damage can be blamed on wilful intent or gross fault of Paridaans en Liebrechts or of their managing subordinates.

Article 15. Force majeure

1. If Paridaans en Liebrechts as a result of force majeure is temporarily unable to carry out their activities as established, they are authorised to suspend the implementation of the agreement completely or partially for as long as the force majeure continues. If Paridaans en Liebrechts due to force majeure is permanently unable to carry out the activities, they have the right to terminate these activities in writing with immediate effect completely or partially and to cancel and/or rescind the relevant agreement.
2. By force majeure is intended, among other things, a shortcoming of manufacturers and/or suppliers of Paridaans en Liebrechts and/or third parties to which they have outsourced activities and/or other auxiliary persons, stagnation in the production and delivery by manufacturers and/or suppliers, that Paridaans en Liebrechts requires for the implementation of their activities, animal diseases and/or the fear thereof with the result that the transport of the cattle and/or other matters is not permitted by the authorities or otherwise, disruptions in traffic (such as road blocks), lack of raw material, production malfunctions, delays in shipments and transports, work interruptions and/or strikes, excessive illness absenteeism of employees and/or other auxiliary persons, other government measures than those mentioned in the preceding, war conditions, a pandemic, fire, and extreme weather conditions.
3. If Paridaans en Liebrechts upon entry into effect of the force majeure has already fulfilled their obligations partially, or are only able to partially fulfil their obligations, they have the right to separately invoice the matters already delivered and/or the deliverable part, and the counterparty is obligated to settle this invoice as if it regarded a separate contract.

Article 16. Confidential information and non-recruitment clause

1. The counterparty guarantees that third parties cannot, through the actions and/or omissions of them and/or of their employees and/or other auxiliary persons, (can) take cognizance of information of a confidential nature provided by Paridaans en Liebrechts, obtained from them, and flowing from the implementation of the agreement. Information is considered to be confidential in any case if the information is designated as such by Paridaans en Liebrechts.
2. The counterparty will not, during the term of the agreement and during one year after the end of the agreement, without the consent of Paridaans en Liebrechts hire any employees and/or other auxiliary persons of theirs and refrain from any involvement in economic activities of employees and/or other auxiliary persons of Paridaans en Liebrechts who have been involved in (the implementation of) the agreement.
3. In case of violation of what is established in the preceding sections of this article, the counterparty falls legally into default and it owes to Paridaans en Liebrechts an immediately payable fine of € 50,000 (in words: fifty thousand euros) for every violation and of € 2,500 (in words: two thousand five hundred euros) for every day that the violation continues, without prejudice to the right of Paridaans en Liebrechts to claim the entire damage from the counterparty.

Article 17. Dispute settlement and applicable law

1. Any dispute between Paridaans en Liebrechts and the counterparty is settled, such in derogation to the legal rules for the competence of the civil court, by the court of law competent to such effect of the district of Oost Brabant. Paridaans en Liebrechts is authorised, however, to submit a dispute to the court of law that is competent according to the law or the applicable international treaty.
2. Offers of and agreements with Paridaans en Liebrechts are exclusively governed by Netherlands legislation, such with due observance of what is established in article 11 section 5. The United Nations Convention regarding international purchase agreements regarding movable goods of 11 April 1980 is not applicable to offers of and agreements with Paridaans en Liebrechts.

Article 18. Translations

If Paridaans en Liebrechts applies a non-Dutch language version of these general conditions and there are differences between the Dutch-language version and the non-Dutch language version, the Dutch-language version is exclusively binding.