

GENERAL CONDITIONS
of PALI Geldrop B.V. established in 's-Hertogenbosch
(Registered under CoC no. 17076234)

Article 1. Applicability general conditions

1. These general conditions are applicable to all offers of PALI Geldrop B.V., with registered seat in 's-Hertogenbosch and offices in Geldrop (in the following referred to as: "PALI Geldrop") and the adoption and the content of, and compliance with all agreements concluded between PALI Geldrop and their contracting party (in the following referred to as: "the counterparty") in the context of the activities referred to in the following. PALI Geldrop exploits a pig slaughterhouse and is active in the field of the trade (sale) of pork (both nationally and internationally), such 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 PALI Geldrop is deemed to tacitly agree with the applicability of these conditions to later agreements between them and PALI Geldrop.
3. By "the counterparty" is intended in these conditions: every (legal) person who has concluded an agreement with PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop.

Article 2. Offer and acceptance

1. All offers made by PALI Geldrop 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 PALI Geldrop of the acceptance of their offer, unless expressly stated otherwise.
2. An offer of PALI Geldrop is valid during 15 days after the day of signing thereof by PALI Geldrop, unless a different term of validity was indicated in the offer or the duration of validity for the expiry thereof has been extended by PALI Geldrop in writing.
3. If an offer is made by PALI Geldrop, an agreement is adopted between them and the counterparty through the acceptance by the counterparty of the offer of PALI Geldrop or through the implementation of the activities (agreement) for the benefit of the counterparty by PALI Geldrop. Exclusively the offer of PALI Geldrop 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 PALI Geldrop, an agreement is only adopted between parties through the written acceptance or implementation of the activities (agreement) for the benefit of the counterparty by PALI Geldrop. Exclusively the written acceptance of the activities (agreement) by PALI Geldrop or their invoice respectively for the implementation of the agreement is deemed to correctly represent the content of the agreement.
5. Errors featured in an offer do not bind PALI Geldrop.
6. The sending of offers and/or (other) documentation by the other party never obliges PALI Geldrop to accept an agreement unless explicitly confirmed by PALI Geldrop 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 PALI Geldrop and the counterparty unambiguously in writing.

Article 3. (implementation) Agreement

1. PALI Geldrop carries out the activities to the best of their abilities and makes sure that the activities are compliant with the veterinary requirements, with the requirements of safety, hygiene, and animal wellbeing, such in conformity with the current European and Netherlands legislation and regulations, which is assessed by the NVWA, the Netherlands food-safety agency. PALI Geldrop exploits its slaughterhouse on the basis of the legal requirements. PALI Geldrop is certified.

2. PALI Geldrop 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 PALI Geldrop and the counterparty, the manner, however, in which these are implemented and the manner in which the pigs are slaughtered is determined by PALI Geldrop, with due regard for what is established in section 1 of this article, all matters unless such is in conflict with reason and fairness or it was established otherwise.
4. In case of a defect in the activities, PALI Geldrop 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. If the counterparty wishes that PALI Geldrop carries out additional activities in the context of the activities and/or supplied additional pork, it is obliged to communicate this in writing to PALI Geldrop. PALI Geldrop has the right at all times to refuse these additional activities/deliveries. They will try to carry out these additional activities/deliveries, on condition that this request is reasonable and PALI Geldrop has the option, such at their own discretion, to carry out these additional activities/deliveries and the counterparty has committed itself towards them in writing to pay the additional costs thereof to them.
6. PALI Geldrop has the right in case of special circumstances, such as swine disease, veterinary limitations, and of a shortage of pigs, to carry out the activities in stages and at a later time that was established, such to the extent the agreement between parties allows this and with due regard for reason and fairness.
7. PALI Geldrop 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 PALI Geldrop for their counterparty/parties, these will be imposed by PALI Geldrop on the counterparty, unless such violates reason and fairness.
8. All costs that are the result of circumstances that PALI Geldrop did not reasonably have to take into consideration upon the adoption of the agreement are borne by the counterparty.
9. 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 PALI Geldrop.

Article 4. Delivery and transport

1. The delivery (and the transport) of the pork by PALI Geldrop to the counterparty is carried out by PALI Geldrop itself or by a third party.
2. The transport of the pork in the Netherlands takes place at the address of the counterparty, unless parties have expressly established otherwise in writing. The pork counts as having been delivered if it has arrived on the premises of the counterparty. The pork is at the expense and risk of the counterparty as of that moment.
3. In case of cross-border deliveries of pork, the Incoterms 2020 are applicable.
4. PALI Geldrop 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 pork at that address and at the time indicated by PALI Geldrop.
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 PALI Geldrop 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 PALI Geldrop as much as possible. PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop. The counterparty is obligated to inform PALI Geldrop 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 PALI Geldrop 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 a VAT-number to PALI Geldrop.
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 changes during those instalments, PALI Geldrop has the right to correspondingly increase the price to be billed to the counterparty.
4. If clear calculation errors are made by PALI Geldrop in the price and/or price increase, these can be restored by them at all times.
5. All prices applied by PALI Geldrop are listed in euros, unless established otherwise in writing.

Article 7. Payment

1. The counterparty must pay the invoice/invoices sent by PALI Geldrop in the context of the activities to the counterparty within the payment term stated on the invoice to PALI Geldrop, 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 PALI Geldrop and in case payment fails to occur, the counterparty will in such case also owe the extrajudicial costs and legal costs to PALI Geldrop, which extrajudicial costs are fixed at 15% of the principal sum.
3. PALI Geldrop 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 PALI Geldrop 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. PALI Geldrop 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 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 to PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop 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 may be affected as a result. PALI Geldrop will inform the counterparty concerning as soon as possible.
5. If the counterparty requests PALI Geldrop the application of modifications and/or additions to the activities, PALI Geldrop will heed such if it lies within its possibilities. PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop of the entry into effect of the events intended in this article.
PALI Geldrop 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 as the option of PALI Geldrop, 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 PALI Geldrop 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 PALI Geldrop 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. PALI Geldrop 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 PALI Geldrop 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 PALI, the counterparty is bound to settle immediately after rescission.

Article 10. Retention of title

1. The pork delivered by PALI Geldrop remains their property until the counterparty has fulfilled all obligations from the (purchase) agreements concluded with them, also including:
 - the performance(s) in compensation regarding the activities (also including the supplying of pork), including full payment of the established price;
 - the performance(s) in compensation regarding such activities as may have been or may have to be conducted by PALI Geldrop pursuant to the purchase agreements;
 - any possible claims on account of non-compliance by the counterparty with these agreements.
2. The pork delivered by PALI Geldrop that pursuant to the previous section falls 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 PALI Geldrop has the right to (let) recover the delivered pork that is subject to the retention of title mentioned in the previous section from the counterparty or third parties that are holding the pork 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 PALI Geldrop on account of the agreement, without prejudice to the right of PALI Geldrop to claim the entire damage from the counterparty.
4. The counterparty must keep the pork delivered under retention of title marked as the property of PALI Geldrop, by, for example, not removing the packaging and/or the certificates or other written characteristics regarding the pork 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 pork delivered under retention of title or any other event occurs or threatens to occur that may damage the delivered pork, the counterparty is obligated to accordingly inform PALI Geldrop as soon as may reasonably be expected.
6. If a third party proceeds with the payment of the amount owed by the counterparty to PALI Geldrop, PALI Geldrop keeps its retention of title until the payment is irrevocable.
7. As long as the property of the pork has not passed to the counterparty, it is not permitted to pawn the pork or to encumber it otherwise or to cede it in use.
8. The counterparty is obligated to insure the pork for the duration of the reserved property against all calamities, including theft and illnesses and to present such for perusal to PALI Geldrop upon first request.

Article 11. Retention of property in Germany

(Eigentumsvorbehalten in Deutschland)

1. In derogation to what is established in article 10 of these general conditions, with regard to pork delivered by PALI Geldrop to counterparties established in Germany, the following applies: (In Abweichung vom im vorgehenden Artikel Festgelegte, gilt bezüglich der vom PALI Geldrop an in Deutschland etablierte Abnehmer gelieferten Sachen folgendes:)
2. Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die PALI Geldrop aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen.
3. Das Eigentum des Lieferanten streckt sich auch auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für PALI Geldrop her und verwahrt sie für ihn. Hieraus erwachsen ihm keine Ansprüche gegen PALI Geldrop.
4. Bei einer Verarbeitung der Vorbehaltsware des PALI Geldrop mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt PALI Geldrop zusammen mit diesen anderen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt:
 - a. Das Miteigentumsanteil des PALI Geldrop entspricht dem Verhältnis des Rechnungswertes der Vorbehaltsware des PALI Geldrop 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 PALI Geldrop um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht PALI Geldrop an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes der Vorbehaltsware des Lieferanten zu den Rechnungswerten 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 PALI Geldrop mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung am PALI Geldrop ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung des PALI Geldrop für die mitverarbeitete Vorbehaltsware schon jetzt am Lieferanten abgetreten.
 - c. Solange der Abnehmer seine Verpflichtungen aus der Geschäftsverbindung mit PALI Geldrop ordnungsgemäß nachkommt, darf er über die in Eigentum des PALI Geldrop stehende Ware im ordentlichen Geschäftsgang verfügen und die an abgetretene Forderungen des PALI Geldrop selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifel an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist PALI Geldrop berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen; jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn PALI Geldrop dies ausdrücklich schriftlich erklärt.

Übersteigt der Wert der eingeräumten Sicherheiten die Forderungen des PALI Geldrop um mehr als 10%, so wird PALI Geldrop 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 pork before expiry of the established delivery term and/or the counterparty refuses to accept the pork, PALI Geldrop 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. PALI Geldrop will notify the counterparty of this safekeeping in writing.
2. All costs incurred and to be incurred by PALI Geldrop in the context of the safekeeping of the pork are at the expense of the counterparty.
3. The preceding leaves unaffected that the counterparty remains obliged to pay the full purchase price to PALI Geldrop.

Article 13. Complaints and complaint terms

1. Also in view of the nature of the activities, that is, the delivery of pork (perishable goods), the counterparty is obligated to (let) investigate the pork delivered by PALI Geldrop immediately upon the delivery thereof or otherwise as soon as possible after, and if necessary to (have) it inspected, as well as to ascertain thereby whether the pork corresponds with the agreement. The counterparty must thereby check whether the pork does not visually have a

strange colour and/or possesses other unusual characteristics, corresponds with the correct quantities, with the quality requirements, and furthermore with what was established between parties.

2. If PALI Geldrop decides to (let) carry out an own investigation in connection with defects contended by the counterparty with regard to activities conducted by PALI Geldrop, the counterparty is bound to render its full assistance for this.
3. If a complaint about a defect in the opinion of PALI Geldrop is legitimate, they will, where it regards butchering activities, carry them out anew without the counterparty owing any amount to Vitelco and where it regards the delivery of pork at their option either take back the pork without the counterparty owing any amount to PALI Geldrop or deliver the same type of pork to the counterparty again. PALI Geldrop is not bound to pay damages in such situations. The counterparty does not have the right to reject the proposal of PALI Geldrop for the slaughter anew or for the delivery of the same type of pork 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 PALI Geldrop 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 PALI Geldrop in the matter.

Article 14. Liability

1. The liability of PALI Geldrop 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 PALI Geldrop 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. PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop a reasonable term to eliminate the shortcoming.
4. The counterparty safeguards PALI Geldrop against all third-party claims in the matter of damage arisen upon or as a result of the implementation of the activities, towards whom PALI Geldrop cannot appeal to these general conditions. The counterparty is only bound by this safeguard to the extent PALI Geldrop 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 PALI Geldrop or of their managing subordinates.

Article 15. Force majeure

1. If PALI Geldrop 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 PALI Geldrop 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 suppliers of PALI Geldrop and/or third parties to which they have outsourced activities and/or other auxiliary persons, stagnation in the production and delivery by suppliers, that PALI Geldrop requires for the implementation of their activities, swine diseases and/or the fear thereof with the result that the transport of the meat is not permitted by the authorities or otherwise, disruptions in traffic (such as road blocks), lack of raw material, production malfunctions, delays in 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 PALI Geldrop 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 pork already delivered and/or the deliverable part of the pork and the counterparty is obligated to settle this invoice as if it regarded a separate contract.

Article 16. Dispute settlement and applicable law

1. Any dispute between PALI Geldrop 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. PALI Geldrop 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 PALI Geldrop 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 PALI Geldrop.

Article 17. Translations

If PALI Geldrop 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.