

# GENERAL DELIVERY CONDITIONS TROBAS GELATINE B.V.

As filed with the Chamber of Commerce with number 18129957 on 27 July 2021

## 1. Applicability and precedence

**1.1** These general delivery conditions govern each request, quotation, offer, order confirmation, order, transaction, and contract (to be) concluded with Trobas Gelatine B.V. (hereinafter: Trobas) of any kind and with any name.

**1.2** Deviations from these general delivery conditions will only be valid if these have been drawn up in writing and signed by Trobas. The general conditions of the Customer are expressly rejected.

## 2. Definitions

These general delivery conditions use the following definitions, unless a different definition of the term is stated explicitly:

Customer: the natural person or legal entity with whom or which Trobas concludes or wishes to conclude a Contract, to whom or which Trobas makes an offer, or to whom or which Trobas delivers Products.

General Delivery Conditions: this document with the general conditions governing the delivery of Products by Trobas.

On-Call Delivery: a contract for the delivery of a certain quantity of Products within an agreed period.

Quotation: each offer or quotation by Trobas for the sale of Products.

Products: the goods manufactured and offered by Trobas.

Contract: the conditions agreed between Trobas and the Customer concerning the sale and delivery of Products in the form of a (framework) contract, order confirmation, or another similar document.

## 3. Quotations and conclusion of the Contract

**3.1** All Quotations by Trobas are non-binding, unless they contain a period for acceptance. If a Quotation is accepted, Trobas can revoke this Quotation within five (5) workdays.

**3.2** If a Quotation does not contain a period for acceptance, the Quotations issued by Trobas will be valid for a period of one month following their date of issuance, unless explicitly indicated otherwise.

**3.3** Trobas cannot be bound to a Quotation if the Customer knows or reasonably should have known that the Quotation issued by Trobas contains a mistake or typographical error.

**3.4** A Contract will be concluded once a written Quotation has been accepted, without prejudice to the right to revoke the Quotation as set out in the first paragraph. The Contract will also be concluded if Trobas has started to execute the order in accordance with the Quotation.

## 4. Fee

**4.1** The fees indicated by Trobas do not include VAT and other levies and government duties.

**4.2** After the expiry of a period of one (1) month following the conclusion of the Contract, Trobas will have the right to amend the fees in response to

changes to price-determining factors, including at least the raw materials.

## 5. Delivery and transfer of risk

**5.1** Unless explicitly agreed otherwise in writing between Trobas and the Customer, the delivery of the Products will take place based on FCA (free carrier) at the address of Trobas (ICC Incoterms 2020). Delivery of animal fats, by way of deviation from the other Products, will take place based on EXW (Ex-Works) in accordance with ICC Incoterms 2020.

**5.2** The manner in which the Products are packaged will be determined by Trobas, unless explicitly agreed otherwise.

**5.3** If the parties choose for On-Call Delivery, the total of the agreed Products must have been called on completely within the agreed period.

**5.4** Storage in case of On-Call Delivery will take place for the risk and account of the Customer. Trobas has the right to charge storage costs after the agreed on-call period has expired, unless explicitly agreed otherwise.

**5.5** If the Products have not been called on by the Customer within the agreed period, this period can be extended by up to three (3) months, provided that the Customer has requested this in writing and Trobas has approved this request.

**5.6** The Products must be called on within thirty (30) calendar days if no period for On-Call Delivery has been agreed on.

**5.7** The Customer will be immediately in default if it fails to comply with its obligation to call on within the agreed period or the aforementioned periods set out in paragraphs 5.5 and 5.6. In this case, Trobas will have the right to fully or partially dissolve the Contract with immediate effect and to sell the Products to third parties, without being required to provide any compensation for damage, interest, or costs. This will not affect the obligation of the Customer to provide compensation for any (storage) costs, damage, and loss of profits of Trobas and/or the right of Trobas to claim fulfilment.

**5.8** The delivery periods of Trobas are indicative and cannot be considered deadlines. This means that exceeding the delivery period will not lead to the right to claim compensation. Trobas also has the right to deliver the Products in partial deliveries and to invoice these based on partial invoices.

**5.9** Return shipments are not permitted without the prior written permission of Trobas.

## 6. Invoicing and payment

**6.1** Invoices must be paid within thirty (30) calendar days from the invoice date, unless agreed otherwise in writing.

**6.2** The Customer will be in default by operation of law after the expiry of the payment period. The statutory (commercial) interest will be due on the exigible amount from the moment of the default of the Customer.

**6.3** From the moment of the default, the Customer will also owe the extrajudicial collection costs which

Trobas incurred to collect the claim, with a minimum of EUR 150 (in words: one hundred and fifty euros).

**6.4** Settlement by the Customer is not permitted, unless Trobas has given the Customer prior permission for this.

**6.5** The Customer waives the right to suspend the fulfilment of any obligation arising from these General Delivery Conditions or the Contract.

## **7. Shelf-life and warranty**

**7.1** Trobas guarantees a shelf-life of the Products of a period of five (5) years from the date of their manufacturing, provided that the Products are stored in accordance with the applicable conditions and standards. By way of deviation from the other Products, a warranty period of two (2) weeks from the moment of delivery applies with respect to animal fat, provided that the animal fat is transported and stored in accordance with the applicable conditions and standards.

**7.2** Shortcomings that are the result of deviating use or other incidents or factors attributable to the Customer or which are for its risk and account are not covered by this warranty.

**7.3** This warranty only offers a replacement Product or full compensation for the Product, such at the discretion of Trobas. The warranty does not offer compensation for or payment of other claims or compensatory amounts. Article 9 of these General Delivery Conditions also governs these warranty obligations.

## **8. Reservation of ownership**

**8.1** All Products delivered by Trobas will remain its property until the Customer has met all its payment obligations vis-à-vis Trobas based on any Contract concluded with Trobas concerning the delivery of Products and/or Claims in relation to a failure to fulfil such contract.

**8.2** The Customer must store the Products for its risk and account after the delivery of the Products to the Customer.

## **9. Liability**

**9.1** Trobas can only be held liable for direct damages, unless the damage is the result of the intent or deliberate recklessness of Trobas or the management of Trobas.

**9.2** Liability for indirect damages is explicitly excluded, including consequential damages, delay damages, loss of profits, lost savings, loss of data, and damage due to business standstill and departures.

**9.3** Any liability of Trobas based on any grounds is limited to the amount (excluding VAT) the Customer was charged by Trobas with regard to the relevant order underlying the claim, with a maximum of EUR 100,000 (in words: one hundred thousand euros).

**9.4** Trobas will not be liable if damage is caused by the improper use of the Products, in case of use in violation of the purpose of the Products, if the Products have been manufactured in accordance with the instructions of the Customer, or if the

Customer or third parties have modified the Products. The Customer indemnifies Trobas against any claims by third parties in these cases.

**9.5** This provision also covers all warranty obligations.

**9.6** The Customer must immediately inform Trobas of the damage in writing, but never later than within fourteen (14) calendar days following the occurrence of the damage or following the moment on which the Customer should have reasonably become aware of the (occurrence of the) damage.

**9.7** All claims based on compensation or any other ground of the Customer vis-à-vis Trobas will expire after a period of one (1) year following the moment on which the Customer became aware, or should reasonably have become aware, of the damage or claim and if the Customer has not claimed compensation within this period.

## **10. Intellectual property rights**

**10.1** All intellectual property rights concerning the Products are vested with Trobas, even if Trobas has manufactured the Products with due observance of the specifications or instructions of the Customer.

**10.2** The delivery of the Products will never constitute the transfer of any intellectual property right of the delivered Products to the Customer.

**10.3** Without the prior written permission of Trobas, the Customer may not fully or partially duplicate the Products.

**10.4** The Customer indemnifies Trobas against any claims by third parties concerning an infringement of an intellectual property right if the Products are manufactured based on the specifications or instructions of the Customer. In this case, Trobas will have the right to cease the production and/or delivery of the Products in question. The Customer is obliged to provide compensation for all resulting damage and costs, including any costs of proceedings.

## **11. Personal data**

If Trobas processes personal data of the Customer during the performance of its work, this processing will take place in a proper and careful manner in accordance with the statutory obligations arising from the General Data Protection Regulation.

## **12. Confidentiality**

**12.1** The Customer is required to observe and preserve the confidentiality of information it receives from Trobas and all other information concerning Trobas of which confidentiality the Customer is aware or should reasonably be aware.

**12.2** The Customer will restrict the access to the confidential information to the persons who require this information for the implementation of the Contract. These persons must be bound to a contractual duty of confidentiality.

**12.3** Without the prior written permission of Trobas, the Customer will not publish the confidential information or disclose it to a third party.

**12.4** If the Customer violates the provisions of this article, Trobas will have the right to claim an

immediately exigible fine of EUR 100,000 (in words: one hundred thousand euros) for each violation and an additional fine of EUR 5,000 (in words: five thousand euros) for each calendar day on which this violation persists, without a preceding notice of default or judicial proceedings being required.

**12.5** The right of Trobas to claim the aforementioned fine does not affect the other rights of Trobas, including the right to claim compensation in addition to the fine.

### **13. Force majeure**

**13.1** Any shortcoming in the fulfilment of any obligation vis-à-vis the Customer by Trobas cannot be attributed to Trobas in case of a circumstance, foreseen or unforeseen, independent of the will and/or control of Trobas, due to which the fulfilment of its obligations vis-à-vis the Customer is fully or partially impeded or due to which fulfilment cannot reasonably be demanded of Trobas, in addition to the provisions of Article 6:75 DCC.

**13.2** Circumstances as set out in the first paragraph will at least include: (risk of) war, terrorist attacks, riots or disturbances, pandemics or epidemics, illness, government measures, transport bans, trade and transport restrictions, circumstances related to animal health such as animal diseases, weather conditions, fire, strikes, power outages, telecommunications disruptions, disruptions in electronic messaging networks, and failures by its suppliers, even if one of these circumstances occurs at one of the suppliers of Trobas.

**13.3** If a situation of force majeure occurs, Trobas will have the right to suspend the implementation of the Contract as long as Trobas is unable to fulfil its obligation. Trobas will have the right to dissolve the Contract if the situation has lasted for thirty (30) calendar days. The Customer will have the right to dissolve the Contract at no cost if the situation has lasted for more than ninety (90) calendar days. The Customer will never be entitled to compensation for damage, including if Trobas enjoys any benefits due to the situation of force majeure.

### **14. Grounds for termination**

**14.1** The Customer is required to immediately inform Trobas in writing in the following cases:

- if the Customer has applied for (provisional) suspension of payments;
- if the bankruptcy of the Customer has been requested;
- if the Customer has offered a private (compulsory) settlement to its creditors, outside of bankruptcy;
- if the Customer has fully or partially transferred, liquidated, or shut down (parts of) its company;
- if preservatory or executory attachment is levied on the assets of the Customer;
- if changes have taken place to the power to control of the Customer;
- or if the Customer can reasonably estimate that one of the situations set out above will occur or is likely to occur.

**14.2** In case of the circumstances set out above, the claims (to be increased by interest, damage, and costs) of Trobas vis-à-vis the Customer will be immediately and fully exigible, and Trobas will have the right to terminate the Contract concluded with the Customer with immediate effect without being required to provide any form of compensation (for damages).

### **15. Transfer of rights**

The Customer will not fully or partially transfer its rights arising from these General Delivery Conditions or the Contract without the prior written permission of Trobas.

### **16. Translation**

These General Delivery Conditions were originally drawn up in Dutch. The Dutch text will always be decisive in case of any ambiguities and differences in the interpretation and/or explanation between the Dutch and English versions of these General Delivery Conditions.

### **17. Applicable law and competent court**

**17.1** These General Delivery Conditions are governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

**17.2** All disputes that arise from these General Delivery Conditions will exclusively be submitted to the court of Zeeland-West-Brabant.



