

TERMS AND CONDITIONS ADEX TRADING PARTNERS EUROPE B.V.

ARTICLE 1 - DEFINITIONS

In these General Conditions the following definitions apply:

1.1 These general conditions apply to all agreements between the Contractor and the Client.

1.2 These General Conditions are conditions within the meaning of Article 6:231 et seq. of the Dutch Civil Code. Agreements or stipulations that deviate from these conditions are only binding for the Contractor if they have been confirmed by the Contractor in writing or by e-mail.

1.3 In these General Terms and Conditions the following definitions apply: consumer: the client not acting in the exercise of a profession service(s) and/or goods: the products and services the Contractor will deliver to the Client based on the agreement between the Parties.

Contractor: Adex

Client: the other party (parties) to the contracted party, being a natural person acting in the exercise of a profession or business, or a legal entity.

agreement: the services or goods offered and to be provided by the Contractor within the framework of these general terms and conditions, which have been accepted in writing or electronically by the Client in a manner described in the general terms and conditions and for payment of the agreed price. parties: the principal and the Contractor jointly. price: the fee agreed between the parties for the performance of the service(s) and/or the delivery of goods by the Contractor.

ARTICLE 2 – APPLICABILITY

2.1 These conditions apply to all offers, arrangements, order confirmations and agreements, unless the parties have expressly agreed otherwise in writing.

2.2 The general terms and conditions of the client do not apply and are expressly rejected.

2.3 The Contractor will only be bound by orders, agreements or amendments thereto and/or supplements thereto after the Contractor has expressly agreed to them in writing.

2.4 These General Terms and Conditions shall be deemed to apply also to (future) follow-up and/or supplementary offers and to agreements or the conclusion and/or performance thereof.

ARTICLE 3 – OFFERS

3.1 All offers made by the Contractor are revocable, unless otherwise stated in an offer.

3.2 The Contractor reserves the right to refuse an order request without giving reasons.

ARTICLE 4 – FORMATION AND EXECUTION OF THE AGREEMENT

4.1 The agreement will be concluded by written or electronic confirmation by the contractor to the client via a confirmation of order (hereinafter: the Order Confirmation Estimate), stating that the order has been accepted, or by the client signing the offer or agreement.

4.2 Provided that the Order Confirmation Estimate is send by Contractor to the Client, the offer in that Order Confirmation Estimate becomes binding for the Client when it is not objected ultimately on the day after the day the Order Confirmation was send to the Client.

4.3 The Contractor will determine the manner in which the Order is performed within the limits of what has been agreed between the parties in writing.

ARTICLE 5 – DELIVERY AND RISK

5.1 The goods delivered by the Contractor are deemed to be correct if they meet the statutory veterinary quality requirements that apply at the Contractor's branch office at the time the agreement is concluded or if they comply with the specifications otherwise explicitly agreed between the Contractor and the Client.

5.2 Weight loss as a result of refrigeration or freezing cannot be regarded as a shortcoming or default.

5.3 Upon delivery, the Client shall inspect the delivered goods for completeness and correctness immediately.

5.5 If the Contractor accepts a complaint from the Client, the Contractor shall, at the Contractor's discretion, remedy the shortcoming free of charge by means of replenishment or replacement, or by crediting the Client for that part to which the shortcoming relates. The Contractor is obliged to fulfill the obligations set out in the previous sentence only if and insofar as the Client demonstrates that the stated defects or shortcomings are the result of circumstances that can be attributed to the Contractor. Optionally, the Contractor is entitled to conduct its own study into the scope, nature and cause of an alleged shortcoming, in which case the Client is obliged to cooperate as the Contractor requires, failing which the Client shall be unable to bring any claims against the Contractor with regard to the alleged shortcomings.

5.6 In the case of a circumstance as referred to in this article, the Client shall be able to dissolve the agreement with the Contractor only if the Client demonstrates that the alleged shortcomings can be attributed to the Contractor and only after the Client has afforded the Contractor - given the circumstances - a reasonable amount time to remedy the alleged shortcomings in an acceptable manner, and also only if the Client cannot reasonably be expected to maintain the agreement.

5.7 Complaints with regard to the amount of the invoices sent by the Contractor shall be submitted in writing within 8 days of the invoice date, which period shall be regarded as an expiry period.

5.8 In dealings with the Client, the Contractor shall never be liable for any losses that exceed the purchase price of the goods or services delivered, also including any damage to goods other than the goods delivered, physical injury and consequential losses. The Client shall indemnify the Contractor against all third-party claims on the grounds of defective goods. The Client shall take out adequate insurance against the usual risks, from the moment of delivery.

ARTICLE 6 – DELIVERY

6.1 Without any deviating agreement, goods are delivered with Carriage Paid To (CPT). If the Client collects the goods and/or services from the Contractor (or from a location stated by the Contractor),

delivery is made ex works (EXW). This means the goods are deemed to have been delivered by the Contractor and to have been accepted by the Client at the moment the goods have been presented to the Client.

6.2 Without prejudice to the other provisions in these Terms and Conditions and except when explicitly otherwise agreed upon, the Client cannot derive any rights and/or claims towards the Contractor on the basis of deviations from an agreed quantity or weight of 4% or less.

6.3 The time for delivery commences on the day on which the Agreement is concluded, unless otherwise stated.

6.4 Delivery times given by the Client can never be regarded as deadlines. The mere fact that the delivery time has been exceeded does not entitle the Client in any way to damages, dissolution or cancellation of (a part of) the agreement.

6.5 If the Client has failed to take possession of the goods after the delivery period has lapsed, they shall be stored at the Client's expense and risk, but in that case the Contractor is also entitled to dissolve the agreement by means of a written statement and to claim full compensation, or to demand discharge from its obligation in court. In that case, the Contractor is also entitled to sell the goods to third parties when seven days after the offer to the Client has lapsed. In the latter case, the proceeds of selling those goods replace those goods subject to a maximum of the agreed price, on the understanding that the Contractor is entitled to deduct all costs and losses it has suffered from those proceeds or to set them off against those proceeds, without prejudice to the Contractor's right to hold the Client otherwise liable for all costs and losses, all this without prejudice to all other relevant rights of the Contractor in dealings with the Client.

6.6 If in the case of an agreed delivery of fungible goods the Client has not taken possession of them after the delivery period has lapsed, the Contractor is entitled to allocate the goods intended for delivery, in which case the Contractor, after having notified the Client, is only obliged to deliver these goods, without prejudice to the Contractor's right to deliver other goods that comply with the commitment and without prejudice to the provisions in the previous paragraph.

6.7 In case a situation as mentioned in article 6.5 or 6.6 arises, the Client is liable to the liquidated damages of 1% per day of the total price parties agree upon for the goods with a minimum of € 600,00 per day. In case the actual damages exceed the liquidated damages, Contractor is entitled to recover the full damages from the Client.

6.8 In the case the ordered goods are no longer available in the market, the Contractor has the right to deliver other goods that comply with the commitment based on the Agreement.

ARTICLE 7 – CANCELLATION OF AGREEMENT

7.1 In the event the Client wishes to cancel the Agreement it shall notify the Contractor in writing or electronically.

7.2 In respect of cancellation, the following cancellation fees will be charged:

- a) For cancellation more than 6 weeks before the commencement of the agreement, 30% of the agreed price shall be payable, with a minimum of € 5.000,00.

- b) For cancellation between 6 and 4 weeks before the start of the agreement, 45% of the agreed price shall be due.
- c) If canceled 2 to 0 weeks before the delivery of the goods and/or services, 100% of the agreed price shall be due.
 - 7.3 Payment of the cancellation fee(s) referred to in Article 7.2 must be received by the Contractor within 14 days of the invoice date at the latest, whereby the Contractor reserves the right to settle any amounts already paid by the Client against the cancellation fee.
 - 7.4 In the event that the Contractor has already commenced performance of the Agreement, in contrary to Articles 7.1 and 7.2, cancellation is not possible.

ARTICLE 8 – PAYMENT

8.1 Payment of the agreed price must be made within the payment period stated on the Order Confirmation Estimate and, in the absence of such a period, directly after an order has been confirmed by the Contractor.

8.3 The payment periods referred to in Article 8.1 are deadlines within the meaning of Article 6:83 of the Dutch Civil Code. From the day after the payment term has expired, the Client shall therefore be in default and shall owe, in addition to the principal sum, the statutory interest, debt collection costs and legal costs.

8.4 The debt collection costs amount 15% of the price, with a minimum of € 450,00 (excluding VAT). The statutory interest shall be calculated by virtue of the standard referred to in Article 6:119a of the Dutch Civil Code.

8.5 Payment will be made without suspension or any settlement.

8.6 The Contractor reserves the right to request advance payment.

ARTICLE 9 – PRICE

9.1 All prices and rates are exclusive of VAT and any other levies imposed by the government. All prices are based on the circumstances prevailing at the time of the conclusion of the agreement. If these circumstances change after the conclusion of the agreement, the Contractor shall be entitled to increase or decrease the agreed prices by the amount by which its costs have increased or decreased, specifying the resulting additional or lesser costs. The circumstances referred to include domestic or foreign taxes, changes in wages, prices and exchange rates.

9.2 The prices given by the Contractor and agreed on are based on CPT or EXW for delivery of the goods by truck and/or C+F of CIF Sea Port in case of sea transport, and are all cases exclusive of turnover tax, unless explicitly stated or agreed otherwise. The Contractor shall not acknowledge exemption from any tax or levy, unless the Client provides the Contractor with a recognized certificate of exemption from the tax in question.

ARTICLE 10 – CONFIDENTIAL INFORMATION

10.1 The parties mutually undertake to keep confidential any confidential information of the other party. Each party shall take all reasonable precautions, including compliance with laws and regulations (AVG), in order to fulfill this obligation to the best of its ability.

ARTICLE 11 – CHANGES IN THE AGREEMENT

11.1 Agreements deviating from the Agreement shall be valid only insofar as they have been approved in writing or electronically by the Contractor.

ARTICLE 12 – COMPLAINTS

12.1 Complaints by the Client about the Contractor's performance of the Agreement must be made known to the Contractor in writing or electronically (hereafter: the notice) and accompanied by sufficient argumentation and/or explanation. Complaints must be made known within a reasonable time after the complaint arose. A complaint shall in any case not have been made known within a reasonable time if the complaint has not been made known to the Contractor in the prescribed manner within 24 hours after the delivery of goods or services have been realized. In case of delivery of parts, the term to complain starts at the moment the delivery has been made partially. 12.2 Breach of the provisions of Article 12.1 will lead to forfeiture of rights on the part of the Client, unless, in the case of an agreement with a consumer, breach of the obligation to complain has not actually adversely affected the Contractor's evidentiary position.

12.3 Complaints shall not affect the Client's obligation(s) to pay. Even in the event of a complaint, reliance on suspension or settlement of payments is excluded.

12.4 In derogation from the previous paragraphs, complaints in connection with the shelf-life of products with a best-before date can be made until that best-before date, provided the Client proves that it stored the products in question without interruption in accordance with the conditions attached to that shelf-life guarantee and the products in question are still in their original packaging.

12.5 Within 8 days of the notifications referred to in article 12.1, 12.2, 12.3 and 12.4, a study report prepared by a internationally recognized and independent surveyor shall be submitted, demonstrating the correctness, scope and nature of the shortcomings, failing which the Client shall be unable to bring any claims against the Contractor in respect of that complaint or those complaints. Before a surveyor will report, Contractor has to approve the surveyor. Approval without objective grounds can be ignored by the Client.

ARTICLE 13 – RETENTION OF TITLE

13.1 The title to the goods delivered to the Client by the Contractor will not be transferred to the Client until the Client has paid everything that the Client could claim or will claim under all agreements concluded with the Client and goods supplied in that context with the other party and services provided or work carried out in that context, within the limits set by Section 3:92 of the Dutch Civil Code.

13.2 If the Client fails to fulfill its obligations or if there are reasonable grounds to suspect that it will fail to fulfill its obligations, the Contractor is authorized to immediately remove or cause to be removed any products supplied which are subject to retention of title as referred to in paragraph 1 from the Client's premises or from the premises of third parties keeping such products for the Client. The Client will be obliged to cooperate fully in this respect on pain of an immediately payable penalty of 10% of the invoice value of the Products in question for each day or part of a day that the Client fails to comply with this obligation in respect of all that the Client owes the Contractor,

without prejudice to the Client's right to demand fulfillment of the obligations referred to in the previous sentence and/or claim damages.

13.3 The Client will be credited for the market value of the products taken back under this article on the date on which they are taken back.

13.4 The Contractor will also obtain an undisclosed pledge on the products supplied to the Client on demand. This pledge will also serve as security for the payment of anything the Contractor is or will be able to claim from the Client. At the Contractor's first request, the Client will sign a deed of pledge and register it with the specific authorities of the country where the goods are at.

ARTICLE 14 – LIABILITIES

14.1 The Contractor shall not be liable for damages resulting from defective or untimely performance of the Agreement, nor shall it be liable for any other direct and/or indirect damages, including injury (damage), suffered by the Client, unless such damage is due to gross negligence, recklessness or intent by the Contractor.

14.2 In the event that an appeal to article 14.1. by the Contractor is not honored in court, the maximum damages of the Contractor shall be those resulting from articles 14.3 to 14.8 of these general conditions.

14.3 In case of force majeure as described in article 15 the Contractor is not liable.

14.4 The Contractor is not liable for damage caused by the acts or omissions of third parties, insofar as such third parties are not involved by the Contractor in the performance of the assignment.

14.5 If, during the performance of the contract, damage arises, irrespective of its cause, for which the Contractor is held liable at law, the Contractor shall only be liable for direct damage, i.e. compensation of the amounts which are the direct consequence of the harmful event for which the Contractor is then liable. Any liability of the Contractor for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage. In all cases where the Contractor is liable to pay any damages, these will in no event exceed the amount of the amounts (excluding VAT) invoiced and billable by the Contractor to the client under the agreement in question, on the understanding that in the case of a continuing performance agreement, a maximum liability of 5% of the agreed price on an annual basis will apply. This article paragraph shall not apply insofar as the damage is the result of intentional or deliberately negligent acts by the Contractor.

14.6 The Client shall indemnify the Contractor against all claims for damages that third parties may assert with regard to damage arising in any way from the unlawful or careless use of the products or services supplied to the Principal by the Contractor.

14.7 The provisions of this Article and all other limitations and exclusions of liability set out in these General Terms and Conditions will also apply for the benefit of all legal and natural persons whose services the Contractor makes use of in performing the Agreement.

14.8 Legal claims by the Client for compensation of its loss, irrespective of their basis, will lapse if they are instituted after the expiry two week after performance of the Agreement.

14.9 Client is responsible and liable for the behavior of the participants in the service. Client shall, if desired, provide its own insurance coverage required in this regard.

ARTICLE 15 – FORCE MAJEUR

15.1 Force majeure is understood to mean: any circumstance beyond the control of the Contractor which temporarily or permanently prevents performance of the agreement. In particular, the following shall be regarded as force majeure: illness of the personnel required for the performance of the duties by the Contractor, traffic jam or stoppage, government bans, pandemic, natural disasters, war, danger of war, riots, strikes, transport difficulties, fire, other serious disruptions in the business of the Contractor or that of third parties engaged by the Contractor and disruptions in the delivery of goods or services by third parties which are hired by Contractor.

15.2 In the event of force majeure, the Contractor will be entitled - at its option - to postpone the performance of the Agreement by a maximum of two (2) months, to change or to dissolve the Agreement, insofar as it has not yet been performed, without the Contractor being obliged to pay any compensation in any form whatsoever, without being entitled to suspend and/or refund the agreed price by the Principal.

ARTICLE 16 – EVIDENCE

16.1 In the absence of proof to the contrary the Contractor's administrative records shall be conclusive with respect to agreements to which these terms and conditions apply.

ARTICLE 17 – APPLICABLE LAW AND DISPUTES

17.1 Agreements between the parties shall be governed exclusively by Dutch law.

17.2 All disputes between the parties arising from any agreement shall be submitted by the most diligent party to the Dutch court of the district of the Court in Gelderland, location Zutphen.

17.3 If one or more articles of these terms and conditions are nullified or otherwise declared inapplicable by virtue of a court ruling, the other provisions of these general terms and conditions shall remain in full force and the parties shall consult each other in order to agree upon new provisions to replace the nullified/annulled ones.

17.4 In the event of any conflict between these general terms and conditions and the agreement, the provisions of the agreement shall prevail.

17.5 If one or more provisions of these General Terms and Conditions are wholly or partly void or may be annulled, the other provisions will remain fully applicable. The Contractor will then consult with the client in order to agree new provisions to replace them, taking into account as much as possible the purpose of the original provisions.

17.6 If several clients have signed or entered into the agreement, they will be jointly and severally bound to the Contractor.