

## TERMS AND CONDITIONS OF SALE OF THE BUIELAAR COMPANIES

### 1. INTERPRETATION

- 1.1. In these terms and conditions: -
  - 1.1.1. **"Buitelaar Companies"** means each of the following companies, who are associates of each other: **Buitelaar Production Ltd**, a limited company incorporated in Ireland with company number 300157 whose registered office is situated at Pilsworth, Castledermot, Co. Kildare, Ireland, R14X899; **Buitelaar Production (UK) Ltd**, a company incorporated in England and Wales with company number 07585068 whose registered office is situated at Buitelaar Collection Centre, Marford Hill, Marford, Wrexham, Wales, LL12 8TD; **Buitelaar Foods Ltd**, a company incorporated in England and Wales with company number 12432392 whose registered office is situated at Ground Floor Unit 9 Grimbald Crag Court, Grimbald Crag Court, Knaresborough, England, HG5 8QB and **Buitelaar NL B.V.**, a private company incorporated under the laws of The Netherlands and registered with the Dutch trade register under number 73902586, having its statutory seat in Leidschendam-Voorburg and its registered office at Kryptonstraat 2, 2718 TD, Zoetermeer, The Netherlands.; **Caravel Foods Ltd**, a limited company incorporated in Ireland with company number 749267 whose registered office is situated at Pilsworth, Castledermot, Co. Kildare, Ireland, R14X899; **Caravel Foods UK Ltd**, a company incorporated in England and Wales with company number 15223977 whose registered office is situated at Ground Floor Unit 9 Grimbald Crag Court, Grimbald Crag Court, Knaresborough, England, HG5 8QB .
  - 1.1.2. "Supplier" means the relevant Buitelaar Company which is supplying the Goods to the Purchaser.
  - 1.1.3. "Contract" means any contract between the Supplier and the Purchaser for the sale and purchase of Goods, incorporating these conditions.
  - 1.1.4. "Delivery" means delivery of the Goods in accordance with condition 4.1, whether by means of delivery of the Goods to the place specified, or collection of the Goods by the Purchaser, as described therein and "Deliver" shall be construed accordingly.
  - 1.1.5. "Goods" means any goods agreed in a Contract to be supplied to the Purchaser by the Supplier (including any part or parts of them).
  - 1.1.6. "Purchaser" shall mean the individual, partnership, company or other body to whom the Goods are supplied by the Supplier.
- 1.2. Words in the singular include the plural and, in the plural, include the singular.
- 1.3. Condition headings do not affect the interpretation of these conditions.

### 2. GENERAL

- 2.1. Subject to any variation under condition 2.2, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. Unless otherwise expressly agreed in writing by a Director or authorised executive of the Supplier all Goods are sold upon the following terms and conditions and no agent or representative of the Supplier (other than a Director) has any authority to vary or omit these terms and conditions or any of them. Any terms and conditions printed on the Purchaser's order forms are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to in writing by a Director of the Supplier.
- 2.3. It is a material and essential Condition of this Contract that the Purchaser at all times ensures that the Goods supplied are correctly stored after Delivery in the appropriate manner for the Goods in question, for example a maximum temperature of 2 degrees centigrade for chilled fresh goods and minus 18 degrees centigrade for frozen goods.
- 2.4. The Supplier may perform any of its obligations or exercise any of its rights hereunder by itself or through any other Buitelaar Company or any other member of its group of companies, provided that any act or omission of any such other entity shall be deemed to be the act or omission of the Supplier.
- 2.5. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its Registered Office or principle place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any such notice shall be treated as properly served or given if hand delivered or sent by registered post, by email or by commercial courier. Any notice or other communication shall be deemed to have been received by the recipient:
  - 2.5.1. in the case of a letter which is hand delivered, when actually delivered.
  - 2.5.2. in the case of a letter which is sent by registered post, on the third day after posting (or on actual receipt, if earlier);
  - 2.5.3. in the case of a transmission by email, on receipt of a read return mail from the correct email address; or
  - 2.5.4. in the case of a letter which is sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed
  - 2.5.5. PROVIDED THAT if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed or made outside working hours (namely 9.00 a.m. to 5.00 p.m.) such notice or other communication shall be deemed given or made at the start of working hours on the next business day.
- 2.6. The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.
- 2.7. The Purchaser shall store, transport, and handle all Goods strictly in accordance with applicable food safety laws and Supplier instructions.
- 2.8. The Purchaser shall maintain written records of storage, temperature monitoring, and handling for a minimum of three (3) years and shall make such records available to the Supplier upon request.
- 2.9. Failure to comply with the above clauses shall render the Purchaser solely liable for any resulting contamination, spoilage, or claims, and the Purchaser shall indemnify the Supplier accordingly.

### 3. ORDERS AND ACCEPTANCE

- 3.1. Each order or acceptance of a quotation for Goods by the Purchaser from the Supplier shall be deemed to be an offer by the Purchaser to buy Goods subject to these conditions.
- 3.2. No order placed by the Purchaser shall be deemed to be accepted by the Supplier until a written acknowledgement of order is issued by the Supplier or (if earlier) the Supplier Delivers the Goods to the Purchaser.
- 3.3. The Purchaser shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 3.4. Any quotation given by the Supplier is given on the basis that no Contract shall come into existence until the Supplier despatches an acknowledgement of order to the Purchaser. Any quotation is subject to formal acceptance by way acknowledgement of order by the Supplier.

### 4. DELIVERY

- 4.1. Orders are accepted on the basis that the Goods be Delivered with all convenient speed. Delivery of the Goods shall be made by the Supplier delivering the Goods to the place specified when the Goods are ordered or if the order specifies that the Purchaser shall collect the Goods, at the time of collection.
- 4.2. If the order has specified that the Purchaser will collect the Goods, the Purchaser shall collect the Goods within the timeframe stipulated by the Supplier, in its notice that the Goods are ready for collection.
- 4.3. Any dates quoted for Delivery are approximate only and the Supplier shall not be liable for any delay in Delivery howsoever caused. Time for Delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be Delivered by the Supplier in advance of the quoted Delivery date upon giving reasonable notice to the Purchaser.
- 4.4. The Purchaser shall be under an obligation to examine and inspect the Goods upon Delivery for correct weight, defects to and/or loss or damage to the same.
- 4.5. Subject to the other provisions of these conditions the Supplier shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused

directly or indirectly by any delay in Delivery (even if caused by the Supplier's negligence), nor shall any delay entitle the Purchaser to terminate or rescind the Contract unless such delay exceeds 180 days.

- 4.6. If for any reason the Purchaser fails to accept Delivery of any of the Goods when they are ready for delivery, or the Supplier is unable to Deliver the Goods on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations, or the Purchaser fails to collect the Goods in accordance with condition 4.2:
- 4.6.1. risk in the Goods shall pass to the Purchaser (including for loss or damage caused by the Supplier's negligence);
- 4.6.2. the Goods shall be deemed to have been Delivered; and
- 4.6.3. the Supplier may store the Goods until Delivery, whereupon the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.7. The Purchaser shall provide at the Delivery point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.8. The Supplier may Deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Purchaser to repudiate or cancel any other Contract or instalment.

## **5. NON-DELIVERY**

- 5.1. The quantity of any consignment of Goods as recorded by the Supplier upon despatch from the Supplier's loading address shall be conclusive evidence of the quantity received by the Purchaser on Delivery unless the Purchaser can provide conclusive evidence proving the contrary.
- 5.2. The Supplier shall not be liable for any non-Delivery of Goods (even if caused by the Supplier's negligence) unless the Purchaser gives written notice to the Supplier of the non-Delivery within three days of the date when the Goods would in the ordinary course of events have been received.
- 5.3. Any liability of the Supplier for non-Delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## **6. PRICE**

- 6.1. Unless otherwise agreed by the Supplier in writing, the price for the Goods shall be the price set out in the Supplier's price list published on the date of Delivery or deemed Delivery.
- 6.2. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, storage, further processing, unloading, carriage, insurance, any duties, taxes or tariffs and any other charges whatsoever and howsoever incurred.

## **7. PAYMENT AND INTEREST**

- 7.1. The Supplier shall be entitled to invoice the Purchaser for the price of the Goods before, on or at any time after Delivery. In the event that the Purchaser has failed to take delivery of the Goods or failed to collect the Goods in accordance with these conditions, the Supplier shall be entitled to invoice the Purchaser for the price at any time after the Supplier has tendered the delivery of the Goods or notified the Purchaser that the Goods are ready for collection (as the case may be).
- 7.2. All amounts due to the Supplier in respect of Goods must be paid on or before the date which is 7 days from the date of Delivery or the date of furnishing of an invoice in respect of those Goods (whichever is earlier) unless otherwise agreed in writing by the Parties.
- 7.3. Time for payment shall be of the essence.
- 7.4. No payment shall be deemed to have been received until the Supplier has received cleared funds.
- 7.5. All payments payable to the Supplier under a Contract shall become due immediately on its termination despite any other provision.
- 7.6. The Purchaser shall make all payments due under a Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Purchaser.
- 7.7. In the event of an invoice not being paid within the said 7 days or as otherwise agreed in accordance with condition 7.2., the Supplier shall be entitled to charge interest, both before and after any judgement on the amount unpaid at rate of 8% per annum on all outstanding accounts such interest to accrue from day to day. The right of the Supplier to charge Interest under this condition shall be without prejudice to any rights that the Supplier may have to repossess or sell the Goods under condition 8 herein.

## **8. RESERVATION OF TITLE/RISK**

- 8.1. The Goods supplied shall remain the property of the Supplier until the total Invoice price payable therefore and all other debts owing by the Purchaser to the Supplier have been paid in full. The Supplier shall be entitled to maintain any action for the price of the Goods supplied as soon as payment falls due.
- 8.2. Subject to the provisions of this condition and notwithstanding that the property in the Goods supplied has not passed the Purchaser may resell the Goods supplied or any processed goods containing or incorporating the Goods in the ordinary course of its business.
- 8.3. Where the Purchaser resells the Goods supplied or any processed Goods containing such Goods before title thereto has passed:-
- 8.3.1. the Purchaser shall sell as agent for the Supplier and shall keep the proceeds of sale (less the Purchaser's margin) in a separate account and hold the same on trust for the Supplier;
- 8.3.2. the Purchaser shall keep full and proper records of the sales of all such Goods;
- 8.3.3. the Purchaser shall not in any circumstances place the proceeds of such sales in any overdrawn bank account so long as any sum payable to the Supplier in respect of any Goods supplied remains outstanding; and
- 8.3.4. notwithstanding the provisions of this sub-condition, vis-a-vis a third party, the Purchaser shall sell only as a principal.
- 8.4. If any amount owing by the Purchaser to the Supplier is overdue, the Supplier may (without prejudice to any of its other rights or remedies) repossess and resell any or all such Goods, and may enter upon the Purchaser's premises for that purpose and prior to payment of the total invoice price the Purchaser shall keep such Goods as fiduciary agent and bailee and separate and identifiable for this purpose.
- 8.5. The Goods shall be at risk of the Purchaser from the time of Delivery notwithstanding that the property in the Goods shall not have passed to the Purchaser.
- 8.6. This reservation of title condition shall not entitle the Purchaser to return the Goods and refuse or delay payment on the grounds that the property has not yet passed.
- 8.7. The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.
- 8.8. Where the Supplier is unable to determine whether any Goods are the goods in respect of which the Purchaser's right to possession has terminated, the Purchaser shall be deemed to have sold all goods of the kind sold by the Supplier to the Purchaser in the order in which they were invoiced to the Purchaser.
- 8.9. The Purchaser's right to possession of the Goods and any and all Contracts shall terminate immediately on the occurrence of any of the following events:-
- 8.9.1. if the Purchaser commits any act of bankruptcy or if a petition of bankruptcy is presented against the Purchaser;
- 8.9.2. if the Purchaser ceases or threatens to cease to carry on business;
- 8.9.3. if the Purchaser shall enter into negotiations with any one or more of its creditors to adjust or reschedule its indebtedness or to make a voluntary arrangement or composition with such creditors or any notice is issued by the Purchaser to any of its creditors that a proposal for the same is to be or has been made;
- 8.9.4. in the event of the Purchaser being a corporate body, if the Purchaser takes any corporate action or if any steps are taken by any person or legal proceedings are started for its winding up, dissolution, examinership or re-organisation or for the appointment of a liquidator, receiver, examiner, conservator, custodian, trustee or administrator or similar officer to it or to any or all of its revenues and assets; or
- 8.9.5. if any distress or execution, whether legal or equitable, is levied on the Purchaser or levied on its property;
- 8.9.6. if the Purchaser becomes unable to pay its debts as they become due;

8.9.7. If the Purchaser fails to observe or perform any of its obligations under the Contract or any other contract between the Supplier and the Purchaser; or  
8.9.8. If the Purchaser encumbers or in any way charges any of the Goods.

8.10. The Purchaser shall immediately notify a Director or other authorised executive of the Supplier upon becoming aware of the occurrence of any of the events listed in condition 8.9.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1. Notwithstanding any other term or condition herein contained, where the Goods constitute or include raw meat, fish, vegetables and fruit products, the Supplier understands and accepts that these products have a natural level of bacteria and are not tested by the Supplier as to the levels of same prior to sale. The Supplier makes no representations in relation to and assumes no responsibility for the safety of these products. It is the responsibility of the Purchaser to test all products and to satisfy itself as to the safety of such products before use, reselling or processing the Goods into other products for sale.
- 9.2. Subject to condition 9.1 above, the Supplier warrants that (subject to the other provisions of these conditions) upon Delivery, the Goods shall:
- 9.2.1. be of satisfactory quality; and
- 9.2.2. be reasonably fit for any particular purpose for which the Goods are being bought if the Purchaser had made known that purpose to the Supplier in writing and if the Supplier has confirmed in writing that the Goods are fit for such purpose.
- 9.3. In the event that any regulatory authority, or the Supplier acting reasonably, requires the withdrawal, recall, or destruction of any Goods (a "Recall"), the Purchaser shall: (i) provide full cooperation and assistance to the Supplier, including all necessary records for traceability, (ii) immediately cease sale or distribution of the Goods concerned, and (iii) bear the costs of any Recall where the cause arises from the Purchaser's storage, handling, resale, relabelling, or processing of the Goods. Where the Recall arises from the Supplier's act or omission, the Supplier's liability shall be limited in accordance with Clause 11 (Liability). Nothing in this clause shall prejudice the statutory obligations of either party under applicable food safety laws
- 9.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.5. The Purchaser acknowledges that raw meat, fish, vegetables and fruit products supplied by the Supplier are not sterile and naturally contain bacteria.
- 9.6. The Purchaser shall ensure that all raw meat, fish, vegetables and fruit products are thoroughly cooked prior to being made available for human and petfood consumption.
- 9.7. The Supplier accepts no liability for any illness, injury, claim, loss, or damage arising from the handling, storage, or consumption of any raw meat, fish, vegetables and fruit products which are not cooked in accordance with applicable food safety standards.
- 9.8. The Purchaser shall indemnify and hold harmless the Supplier against all claims, losses, liabilities, damages, fines, or expenses (including legal fees) arising from the Purchaser's failure, or the failure of its customers or end users, to comply with this clause.

## **10. CLAIMS**

- 10.1. The Supplier shall not be liable for a breach of the warranties in condition 9 or for any claims arising from damage to or defect in the Goods unless:
- 10.1.1. the Purchaser gives notice in writing to the Supplier and the carrier (if applicable) within 24 hours of Delivery, visible quality/temperature discrepancies must be photographed and included, yes lease otherwise the Goods shall be deemed to have been accepted by the Purchaser as being in good order and in conformity with the Contract; and
- 10.1.2. the Supplier is given a reasonable opportunity after receiving the notice referred to in condition 10.1.1 of examining such Goods and the Purchaser (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Purchaser's cost (unless the claim is subsequently accepted by Supplier or upheld, in which case return of the Goods will be at the Supplier's cost) for the examination to take place there.
- 10.1.3. No legal proceedings may be commenced by the Purchaser more than six (6) months after the date of delivery of the Goods.
- 10.2. Acceptance of notification of a claim shall not be construed as admission of liability.

## **11. LIABILITY**

- 11.1. Subject to conditions 4, 5 and 10, the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:
- 11.1.1. any breach of these conditions;
- 11.1.2. any use made or resale by the Purchaser of any of the Goods, or of any product incorporating any of the Goods; and
- 11.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.1.4. Nothing in these conditions excludes or limits the liability of the Supplier:
- 11.1.5. for death or personal injury caused by the Supplier's negligence; or
- 11.1.6. for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
- 11.1.7. for fraud or fraudulent misrepresentation.
- 11.1.8. Subject to condition 9.4 and condition 11.1.4:
- 11.1.9. the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the purchase price of the specific product giving rise to the claim; and
- 11.1.10. the Supplier shall not be liable to the Purchaser for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 11.2. Without prejudice to Clauses 9.1 and 11.2, the Supplier shall not be liable for: (i) any defect or loss caused by the Purchaser's failure to store, handle, process, cook, or transport the Goods in compliance with Clause 2.3 or with any applicable food safety standards; (ii) any resale, relabelling, or reprocessing of the Goods by the Purchaser; or (iii) claims brought by third parties arising from the Purchaser's negligence, breach of law, or misuse of the Goods. The Purchaser shall indemnify and hold harmless the Supplier against all such claims.
- 11.3. The Purchaser shall fully indemnify, defend, and hold harmless the Supplier, its affiliates, officers, and employees against all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising out of or in connection with:
- 11.3.1 the Purchaser's handling, storage, cooking, processing, resale, or relabelling of the Goods;
- 11.3.2 any failure to comply with applicable laws, standards, or regulations; or
- 11.3.3 any claim brought by a third party in relation to the Goods after delivery.

## **12. VETERINARY AND HEALTH REQUIREMENTS**

- 12.1. All goods supplied by the Supplier to the Purchaser are warranted to comply with the applicable laws and regulations of the country of origin but if any other approval licence certificate or consent of any Government or other authority shall become necessary for the sale or delivery of the Goods to the Purchaser, the Purchaser shall be solely responsible for obtaining the same and shall indemnify the Supplier against all costs, claims, demands or proceedings brought against the Supplier as a result of failure by the Purchaser to obtain such approval licence certificate or consent.
- 12.2. The Purchaser warrants and undertakes that it shall comply at all times with all applicable food safety, hygiene, and quality standards, including but not limited to HACCP, BRCGS, ISO 22000, and any mandatory local certification schemes applicable under law. The Purchaser shall indemnify the Supplier for any losses arising from its failure to comply with such standards.

## **13. FORCE MAJEURE**

Every effort will be made by the Supplier to carry out its Contracts but the due performance of such Contracts is subject to cancellation in contract or variation thereof as may be necessary (including, without limitation to the generality of the foregoing, delay in Delivery or reduction in volume of Goods) if the Supplier is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, port closures, embargoes, sanctions, customs or border delays, container shortages, vessel breakdowns, crop failures, pest infestations, plant disease, adverse weather conditions materially affecting harvest or transport, revocation or suspension of necessary licences or certifications (including organic or phytosanitary status), or changes in applicable laws, regulations, or trade restrictions, provided that, if the event in question continues for a continuous period in excess of 120 days, the Purchaser shall be entitled to give notice in writing to the Supplier to terminate the Contract. Notwithstanding the foregoing, the Purchaser shall remain liable to pay for all Goods delivered or allocated to it prior to the occurrence of the Force Majeure Event.

#### **14. SET-OFF**

- 14.1. The Purchaser shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Purchaser.
- 14.2. The Supplier shall be entitled to apply any sum due by the Supplier to the Purchaser in settlement of any sum due from the Purchaser to the Supplier or any of the Buitelaar Companies on any account whatsoever, and the Purchaser hereby irrevocably authorises the Supplier to do so.

#### **15. LAW AND JURISDICTION**

- 15.1. These conditions and all other express (or to the extent permitted hereunder, implied) terms of any Contract shall be governed and construed in accordance with the laws of the jurisdiction of incorporation of the Supplier (which shall be the proper law of the Contract and shall be governed by and construed in accordance with the laws of the relevant jurisdiction as follows: for Buitelaar Production Ltd, the laws of Ireland and the courts of Ireland; for Buitelaar Production UK Ltd and Buitelaar Foods Ltd, the laws and courts of England and Wales; and for Buitelaar NL BV, the laws and courts of the Netherlands.). All disputes (including any question of law arising in connection therewith) from time to time arising out of or under any Contract Incorporating these conditions shall be subject to the exclusive jurisdiction of the courts of the jurisdiction of the Supplier, or elsewhere at the sole discretion of the Supplier.
- 15.2. Prior to initiating court proceedings, the parties shall first seek to resolve any dispute arising under or in connection with this Contract by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (for UK and Ireland) or the Netherlands Arbitration Institute Mediation Rules (for the Netherlands). If the dispute is not resolved within 30 days of commencement of mediation, either party may refer the dispute to binding arbitration under the Arbitration Act 2010 (Ireland), the Arbitration Act 1996 (England and Wales), or the Dutch Arbitration Act (2015), as applicable. The seat of arbitration shall be Dublin, London, or Amsterdam (depending on the Supplier's jurisdiction). The language of arbitration shall be English. The arbitral award shall be final and binding.

#### **16. SEVERANCE AND WAIVER**

- 16.1. In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the Parties.
- 16.2. Failure and neglect by the Supplier to enforce at any time any of the provisions hereof shall not be construed as nor deemed to be a waiver of the Supplier's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these terms and conditions and the Supplier's right to take subsequent action shall not be prejudiced thereby.
- 16.3. No waiver by the Supplier of any breach or the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### **17. INSURANCE**

The Purchaser shall, at its own expense, maintain in force during the term of this Contract and for a period of not less than 3 years thereafter, adequate product liability insurance with a reputable insurer of not less than €5,000,000 (five million euros) (or equivalent in GBP) per claim. Such insurance shall name the Supplier as an additional insured and provide coverage for claims arising from the Purchaser's handling, storage, processing, or resale of the Goods. The Purchaser shall provide certificates of insurance upon request by the Supplier.

#### **18. INTELLECTUAL PROPERTY**

The Purchaser shall not use any trademarks, trade names, or logos of the Supplier (including the name "Buitelaar" or any associated branding) on any packaging, advertising, promotional material, or resale product without the Supplier's prior written consent. Any unauthorised use shall constitute a material breach of this Contract.

#### **19. DATA PROTECTION**

Each party shall comply with its obligations under applicable data protection laws, including the UK GDPR, EU GDPR, and the Irish Data Protection Acts, in relation to all personal data exchanged under or in connection with this Contract. The Purchaser shall ensure that any personal data received from the Supplier is (i) processed only for the purpose of fulfilling the Contract, (ii) stored securely, and (iii) not transferred outside the EEA/UK without appropriate safeguards. The Purchaser shall indemnify the Supplier against any losses, fines, or damages arising from its breach of this clause.

## **Addendum: General Terms and Conditions of Sale for the Supply of Raw Meat, Byproducts and Pet Food Materials into the USA and Canada**

These additional Terms and Conditions shall apply to all sales of Goods destined for the United States of America and Canada, and shall prevail over the General Terms and Conditions of Sale (Buitelaar Terms and Conditions 250825) where inconsistent.

#### **1. Definitions**

- "Seller" means Buitelaar NL BV established in the Netherlands.

- “Buyer” means the purchaser of Goods from the Seller.
- “Goods” means raw meat, animal byproducts, and raw materials for the manufacture of pet food and/or human consumption, as described in the Seller’s invoice.
- “Contract” means the agreement formed by these Terms & Conditions and any associated order confirmations.

## 2. Scope and Applicability

These Terms & Conditions apply to all sales of Goods by the Seller. Any general terms of the Buyer are expressly excluded unless accepted in writing by the Seller.

## 3. Compliance & Import Responsibility

- 3.1 The Seller warrants that, at the time of delivery, the Goods comply with all applicable European Union food safety and veterinary regulations.
- 3.2 The Buyer is solely responsible for ensuring that the Goods comply with all import, regulatory, and local requirements in the country of destination, including but not limited to USDA, FDA, and CFIA approvals.
- 3.3 The Buyer shall obtain, at its sole cost and risk, all necessary permits, licenses, certificates, and import authorizations.
- 3.4 The Seller shall have no liability for rejection, seizure, or destruction of Goods by foreign authorities.

## 4. Delivery and Transfer of Risk

- 4.1 Delivery shall be EXW (Incoterms® 2020), Seller’s facility.
- 4.2 Risk of loss, damage, delay, or deterioration passes to the Buyer upon making the Goods available at the Seller’s facility.
- 4.3 Transport, insurance, export, and import duties are the sole responsibility of the Buyer.

## 5. Payment Terms

- 5.1 As listed on each invoice.
- 5.2 Title to the Goods shall not pass to the Buyer until full payment has been received by the Seller.
- 5.3 Late payment entitles the Seller to suspend further deliveries and to claim statutory interest and recovery costs.

## 6. Warranties and Disclaimers

- 6.1 The Seller warrants the Goods are fit for their intended purpose under EU law at the time of delivery.
- 6.2 The Seller makes no warranties regarding the compliance of Goods with laws or standards outside the EU.
- 6.3 All other warranties, conditions, or representations, whether express or implied, are hereby excluded to the fullest extent permitted by law.

## 7. Limitation of Liability

- 7.1 The Seller’s liability, whether in contract, tort, or otherwise, shall be strictly limited to the invoice value of the Goods giving rise to the claim.
- 7.2 The Seller shall not be liable for indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, loss of market, loss of business reputation, product recalls outside the EU, or third-party claims.
- 7.3 The Buyer shall indemnify and hold the Seller harmless from and against any claims, damages, or regulatory actions arising in the Buyer’s jurisdiction.

## 8. Force Majeure

The Seller shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to: disease outbreaks, epidemics, pandemics, embargoes, border closures, government restrictions, strikes, shortages, or transportation disruptions.

## 9. Returns and Recalls

- 9.1 Goods are non-returnable except where required under EU law.
- 9.2 The Seller shall not be responsible for recalls, withdrawals, or destruction of Goods outside the EU unless directly ordered by EU authorities.
- 9.3 The Buyer shall bear all costs associated with recalls or withdrawals in its jurisdiction.

## 10. Governing Law and Dispute Resolution

- 10.1 This Contract shall be governed exclusively by the laws of the Seller’s jurisdiction , depending on the Seller’s registered office which is the Netherlands for Buitelaar NL BV.
- 10.2 Any dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC).
- 10.3 The seat of arbitration shall be Amsterdam . The language of arbitration shall be English.
- 10.4 The arbitral award shall be final and binding on both parties.

## 11. Final Provisions

- 11.1 If any provision of these Terms & Conditions is found invalid or unenforceable, the remaining provisions shall remain in full force.
- 11.2 No waiver of any right shall be deemed a waiver of any subsequent right.
- 11.3 These Terms & Conditions constitute the entire agreement between the Seller and the Buyer and supersede any prior representations or agreements.