

1. Definitions

The capitalised terms below have the following meaning:

- Offer: an offer made by Plukon to the Buyer concerning the conclusion of an Agreement;
- Goods: meat, meat products and/or other related goods;
- Buyer: the legal entity or natural person with whom Plukon concludes an Agreement;
- Agreement: an agreement between the Parties for the sale and delivery of Goods to the Buyer;
- Party/Parties: Plukon and the Buyer, or one of them;
- Plukon: Plukon Food Group B.V., having its registered office in Wezep, the Netherlands, registered in the Dutch Commercial Register under number 30255837 and all its subsidiaries and affiliates in Spain;
- In writing: by (registered) letter, by fax, by e-mail or by Burofax;
- Packaging and Transportation Materials: all of the transportation material, pallets and/or return packaging of Plukon, including plastic pallets and/or plastic crates for the purpose of packaging Goods and transporting Goods to the Buyer;
- Conditions: these Plukon General Conditions of Sale and Delivery.

2. Applicability

- 2.1. The Conditions apply to every Offer, every Agreement and every negotiating situation and any precontractual relationship between Plukon and the (potential) Buyer with a view to making an Offer or concluding an Agreement.
- 2.2. Once the Parties have concluded an Agreement to which the Conditions apply, the Conditions will be tacitly assumed to apply to any Agreement concluded between the Parties thereafter as well, unless expressly agreed otherwise in writing in the relevant Agreement.
- 2.3. Plukon will only be bound by deviations from the Conditions to the extent these have been agreed between the Parties expressly and in writing in an Agreement.
- 2.4. The provisions of the Agreement will prevail if an Agreement deviates from one or more provisions of the Conditions. In such cases, the other provisions of the Conditions will continue to apply in full to the Agreement.
- 2.5. In the event one or more provisions of the Conditions are void or declared void by the Buyer, the other provisions of the Conditions will continue to apply in full to the Agreement. The Parties will consult to replace a provision of the Conditions that is void or declared void with a provision that is valid or, as the case may be, cannot be declared void and that is in line as much as possible with the objective and purport of the provision that is void or that was declared void.

3. Offer and formation of an Agreement

- 3.1. Each Offer is, to the extent permitted under Spanish law, entirely without obligation and valid for five (5) working days after the date of the Offer or the term stated in the Offer. The Offer will lapse after this term has ended.
- 3.2. An Agreement can only be concluded by directors with the power of representation according to the Commercial Register and (any) authorised Plukon representatives as is evident from the Commercial Register. An Agreement concluded by persons without the power of representation will only bind Plukon if it is confirmed by a person with power of representation according to the Commercial Register or in the event Plukon has actually performed the Agreement by delivering the goods and sending the relevant invoice

4. Prices

The prices applied by Plukon are stated in euros and are exclusive of VAT unless expressly indicated otherwise.

5. Packaging and Transportation Materials

- 5.1 If Plukon makes Packaging and Transportation Materials available for the delivery of Goods, the Buyer will return these Packaging and Transportation Materials to Plukon within the customary term for the relevant Goods, but in any event within a term of fourteen (14) days after the date of delivery. Plukon has the right to charge a reasonable returnable deposit fee and/or usage fee/rental fee for the Packaging and Transportation Materials that are used. Plukon will always remain the owner of the Packaging and Transportation Materials it has made available.
- 5.2. If Plukon sends the Buyer a list of the Packaging and Transportation Materials that are in the possession of the Buyer according to the records of Plukon, the Buyer will be obliged to notify Plukon of any inaccuracy in the overview drawn up by Plukon within fourteen (14) days after the date stated on the overview or in the cover letter/e-mail in writing or by e-mail, failing which the Buyer will be bound towards Plukon by the list provided by Plukon.
- 5.3. Plukon will have the right to charge repair costs to the Buyer if the Packaging and Transportation Materials are damaged before, during or after delivery of the Goods. If Plukon considers that the Packaging and Transportation Materials are damaged beyond repair or they are lost, Plukon will have the right to claim the replacement value of the Packaging and Transportation Materials. 'Lost' also includes the situation in which Packaging and Transportation Materials have not been returned to Plukon within thirty (30) days after the date of the invoice for the relevant delivery.
- 5.4. The Buyer is not allowed to use Packaging and Transportation Materials made available by Plukon for its own purposes without written approval from Plukon.
- 5.5. If the Buyer wishes to make its own packaging and transportation materials available to Plukon for packing and transporting the Goods, the Buyer will be responsible for ensuring that these packaging and transportation materials satisfy the statutory requirements and the standards for safe and proper transportation. The Buyer indemnifies Plukon against any liability on the part of Plukon towards the Buyer and/or third parties. Plukon has the right to refuse to use the packaging and transportation materials made available by the Buyer if Plukon considers that it does not satisfy the above-mentioned requirements and standards. In the event of such a refusal, Plukon will not be liable for losses on the part of the Buyer that (possibly) arise from the delay caused as a result.

6. Delivery

- 6.1. Delivery will take place 'Ex Works' each time as referred to in the most recent version of the Incoterms published by the International Chamber of Commerce (ICC). 'Works' within the meaning of the Conditions is defined as any Plukon production location and/or storage facility used by Plukon.
- 6.2. Plukon will be allowed to deliver the Goods in partial deliveries. If the Goods are delivered in partial deliveries, Plukon will have the right to invoice each partial delivery as a separate delivery.
- 6.3. If the Parties have agreed expressly and in writing - in derogation from Article 6.1 - that the Goods will be delivered by or on behalf of Plukon at a location indicated by the Buyer, delivery will take place at the moment the Goods reach their destination, unloaded on the means of transport, without requiring any notification of the Buyer. The costs of transferring and unloading at the place of delivery will be for the Buyer's account. Plukon is not liable for damage to and/or decrease in value of the Goods resulting from a delay in the arrival of the Goods that exceeds the normal duration of transportation, unless the delay is caused by intent or gross negligence on the part of Plukon or its managerial subordinates, which only includes Plukon employees who determine the general policy within Plukon.
- 6.4. The Buyer is obliged to take possession of the purchased Goods at the moment these are made available to it in accordance with the Agreement or at the time these are offered to it in accordance with the Agreement. The Goods will be stored for the

risk of the Buyer if the Buyer refuses to take possession or fails to provide information or instructions that are needed for delivery. In such cases the Buyer will owe all additional costs, including in any event the costs of transferring and unloading and the costs of storage. Damage to or partial loss/decay of the Goods will be for the Buyer's account and risk from the moment they are made available/offered.

6.5. In the case of a refusal to take possession as referred to in Article 6.4, Plukon will also have the right - in view of the perishability of the Goods - to sell the Goods to one or more third parties after six (6) hours have passed since the moment they were made available/offered, whereby all costs and any lower proceeds from the Goods when compared to the price agreed with the Buyer will be for the account of the Buyer. All of the above does not prejudice the other rights of Plukon towards the Buyer in connection with a failure to comply with its obligations under the Agreement.

6.6. Merely exceeding the delivery period stated in an Agreement does not mean that Plukon is in default. Such will not be the case until Plukon does not as yet deliver the Goods for reasons that are attributable to it within the further and reasonable term imposed on it in writing of at least fourteen (14) days after the agreed delivery period. The Buyer will only have the right to terminate the Agreement on the basis of the fact that the delivery was exceeded that can be attributed to Plukon if the Agreement has not yet been performed and maintenance of that part of the Agreement that has not yet been performed cannot be expected of the Buyer within reason.

7. Payment

- 7.1. Payment of the agreed price must be made in euros and within the payment term that is stated on the invoice or in the event this term is not stated in any event within a term of fourteen (14) days after the invoice date.
- 7.2. The Buyer does not have the right to set off or apply any deduction or discount as regards the agreed price as stated on an invoice.
- 7.3. The date on which the invoice amount has been credited to the Plukon account number stated on the invoice applies as the date of payment.
- 7.4. Payments made by the Buyer always serve to settle in the first place all interest and costs due and secondly the invoices that have been outstanding for the longest period of time, such irrespective of the Buyer's notification or the payment reference provided with any payment by the Buyer.
- 7.5. Plukon has the right to demand that the Buyer provides sufficient security for compliance with its obligations. The Buyer will provide the requested security at the first request of Plukon. Plukon has the right to suspend its obligations until the Buyer has provided the security requested by Plukon.
- 7.6. All Plukon invoices are immediately due and payable in the following cases:
 - (a) the Buyer fails to comply with one of the obligations arising from or related to any Agreement or fails to do so properly or in a timely manner;
 - (b) the Buyer has been granted a suspension of payment or has applied for such;
 - (c) a third party levies a pre-judgement, executory or attachment at the expense of the Buyer;
 - (d) the Buyer is a legal entity and the legal entity is dissolved and liquidated, or, in the event the Buyer is a natural person, the Buyer dies or is no longer able to conduct his business;
 - (e) the Buyer refuses to provide the security for compliance with its obligations requested by Plukon as referred to in Article 7.5.
 - (f) Plukon becomes aware of circumstances that give Plukon good reason to fear that the Buyer will not be able to comply with its obligations, such to be decided by Plukon;
 - (g) if circumstances arise concerning the persons and/or material deployed or customarily deployed by Plukon in the performance of the Agreement, which are of such a nature that the performance of the Agreement becomes impossible or becomes so onerous and/or disproportionately costly that subsequent performance of the Agreement cannot be demanded within reason.

8. Default, extrajudicial collection costs, default interest

- 8.1. The payment term referred to in Article 7.1 applies between the Parties as a strict deadline. This means that the Buyer will be in default if payment has not been made within this term without requiring further notice of default.
- 8.2. In the event the payment term is exceeded, Plukon will immediately be entitled to payment of default interest on the invoice amount that is set at 1% a month, whereby a part of a month will apply as a whole month, or statutory commercial interest if this should prove to be higher at any time.
- 8.3. If the Buyer fails to pay on time, Plukon will have the right to proceed with collection of the amount due without further notice of default. If Plukon decides to proceed with collection, the Buyer will be obliged to pay the related extrajudicial collection costs to Plukon, which costs are set between the Parties at least the amount in accordance with the article 8 of Law 3/2004, of 29 December, on the understanding that if Plukon has demonstrably incurred higher extrajudicial collection costs, these higher costs must be compensated by the Buyer.

9. Quality, defects, inspection and complaints

- 9.1. Delivered Goods will be considered to be sound if they satisfy the specific statutory (hygiene) regulations that apply within the EU for foods of animal origin. Specific requirements and/or intended purposes of the Goods to be delivered must be notified explicitly and in writing by the Buyer before and during the conclusion of the Agreement and must be confirmed expressly in writing by Plukon, failing which the Goods cannot be deemed to be defective if they do not satisfy those requirements or if they are not suitable for the intended purpose.
- 9.2. Plukon has the right to deliver Goods that deviate in non-essential respects from the goods described in the Agreement. Plukon also has the right to deliver Goods that deviate in non-essential respects from the goods described in the Agreement if it concerns changes to the Goods to be delivered, the packaging or the related documentation that is required to comply with applicable statutory national or international regulations or in the event it concerns changes that result in an improvement.
- 9.3. Loss of weight as a result of cooling or freezing will not be considered to be a defect if the loss of weight does not exceed one

percent (1%). Loss of weight can only be demonstrated in this connection by means of an official weighing slip from which it is evident that weighing took place upon or immediately after the delivery on a sound public weighbridge. If the Buyer collects the Goods to be delivered to it from Plukon, Plukon will enable it upon request to weigh the Goods at Plukon or to have them weighed in its presence. In the case referred to in the previous sentence, complaints about the weight will only be accepted by Plukon if weighing took place at Plukon.

- 9.4. The Buyer is required to inspect the Goods purchased (including the packaging) immediately after delivery with respect to the correctness and quantity of the Goods as well as with respect to defects/quality issues of any kind whatsoever.
- 9.5. In the event visible defects are identified by the Buyer during the inspection as referred to in Article 9.4, the Buyer will be obliged to notify these to Plukon within six (6) hours after the time of delivery, failing which it is assumed between the Parties that the Goods are in accordance with the Agreement.
- 9.6. Hidden defects must be notified in writing to Plukon by the Buyer within six (6) hours after they have been discovered or after they could have been discovered within reason if such is sooner, failing which it is assumed between the Parties that the Goods are in accordance with the Agreement. In any event, the Buyer's right to invoke a hidden defect will lapse if the Buyer does not notify Plukon in writing in that connection within three (3) weeks after the date of delivery in the event the Goods have their final destination in a European country or two (2) months after the date of delivery in the event the Goods have their final destination in a country outside Europe.
- 9.7. In the event the complaints concern the quality of the Goods, Plukon will have the right to instruct the Buyer to have the fresh Goods returned immediately, or to have the Goods frozen and keep them frozen. Plukon has the right to instruct the Buyer to return the frozen Goods to Plukon at a time designated by Plukon or to have the Goods stored at a cold store and to keep them stored there. The Buyer is furthermore obliged to enable Plukon to check whether the complaints are well founded.
- 9.8. In the event of defects in the Goods that have been delivered, Plukon will always have the right to deliver similar Goods or Goods that are in accordance with the Agreement or to apply a discount to the original price that is in line with the nature of the defect.
- 9.9. The Goods will be considered between the Parties to be in accordance with the Agreement if and as soon as the Buyer takes the delivered Goods into use, sells them on or processes them.
- 9.10. The Buyer's obligation to pay for and take possession of the Goods will continue to exist and the Buyer will not have any right of suspension and all forms of set-off are excluded, even if the Buyer complains in a timely manner to Plukon concerning the Goods that have been delivered.

10. Due dates

- 10.1. Legal claims and other powers of the Buyer on any basis whatsoever against Plukon in connection with Goods that have been delivered will lapse after six (6) months after the date on which the Buyer became aware or could have been aware within reason of the existence of these rights and obligations, but no written claim has been filed in that connection before the end of this term.
 - 10.2. In the event the Buyer has submitted a written claim to Plukon within the term referred to in Article 10.1 in connection with the Goods delivered by Plukon, any claim on the part of the Buyer will also lapse if no legal proceedings have been initiated against Plukon before the competent court on the basis of Article 16.2 of the Conditions within a term of six (6) months after having received the relevant written claim.
- ## 11. Retention of title and pledge
- 11.1. All Goods delivered at any time to the Buyer will remain the property of Plukon, until the Buyer has complied with all of the following obligations arising from Agreements concluded with Plukon:
 - (a) The consideration(s) concerning the Goods delivered or to be delivered;
 - (b) The consideration(s) concerning any services provided or to be provided by or on behalf of Plukon pursuant to the Agreement, such as transportation and packaging;
 - (c) Any claims, including extrajudicial collection costs and default interest,
 in connection with the fact that the Buyer has failed to comply with obligations arising from one or more Agreements.
 - 11.2. In the event Goods are delivered to a Buyer in the territory of one of the countries listed below, the relevant Goods will - if and as soon as they are in the territory of the relevant country - in addition to the retention of title under Spanish law also be subject to the retentions of title described below under the laws of the relevant country, on the understanding that Spanish law otherwise applies exclusively to the Agreement as stated in Article 16.1:
 - (a) As regards delivery of Goods in England and Wales:

1. Plukon remains the owner of the property in all Goods supplied to the Buyer at any moment until such time as payment for all Goods that were sold and delivered to the Buyer at any moment have been received by Plukon in full in cleared funds from the Buyer.
2. The Goods shall remain the property of Plukon and the Buyer shall (i) store them separately from all other goods held by the Buyer and in the way they are readily identifiable as Plukon's Goods, (ii) not remove, deface or obscure any identifying mark or packaging on the Goods and (iii) maintain the Goods in a satisfactory condition, until such time as payment for them and for all other Goods agreed to be sold to the Buyer has been received by Plukon in full in cleared funds from the Buyer.
3. If the Goods have been resold, Plukon's beneficial entitlement shall be attached to the proceeds of the re-sale received by the Buyer.



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4. Where ownership of the property in any Goods remains vested in Plukon, Plukon shall be entitled to (i) require the Buyer to deliver all Goods in its possession which have not been resold or irrevocably incorporated into another product and (ii) if the Buyer fails to do so upon request, enter the premises where those Goods are stored in order to repossess the same.

Should Goods become damaged in any way after they have been delivered, the Buyer will be liable to pay to Plukon the full purchase price of the Goods.

(b) As regards delivery of Goods in Germany, the Buyer is expressly informed that this clause is only and exclusively applicable to deliveries in German territory, which is why the characteristics of the reservation of title below are written in the German language:

1. Bis zur vollständigen Bezahlung aller unserer gegenwärtigen und künftigen Forderungen aus dem Kaufvertrag und einer laufenden Geschäftsbeziehung (gesicherte Forderungen) behalten wir uns das Eigentum an den verkauften Waren vor.

2. Die unter Eigentumsvorbehalt stehenden Waren dürfen vor vollständiger Bezahlung der gesicherten Forderungen weder an Dritte verpfändet, noch zur Sicherheit übereignet werden. Der Käufer hat uns unverzüglich schriftlich zu benachrichtigen, wenn und soweit Zugriffe Dritter auf die uns gehörenden Waren erfolgen.

3. Bei vertragswidrigem Verhalten des Käufers, insbesondere bei Nichtzahlung des fälligen Kaufpreises, sind wir berechtigt, nach den gesetzlichen Vorschriften vom Vertrag zurückzutreten oder/und die Ware auf Grund des Eigentumsvorbehalts herauszuverlangen. Das Herausgabeverlangen beinhaltet nicht zugleich die Erklärung des Rücktritts; wir sind vielmehr berechtigt, lediglich die Ware herauszuverlangen und uns den Rücktritt vorzubehalten. Zahlt der Käufer den fälligen Kaufpreis nicht, dürfen wir diese Rechte nur geltend machen, wenn wir dem Käufer zuvor erfolglos eine angemessene Frist zur Zahlung gesetzt haben oder eine derartige Fristsetzung nach den gesetzlichen Vorschriften entbehrlich ist.

4. Der Käufer ist befugt, die unter Eigentumsvorbehalt stehenden Waren im ordnungsgemäßen Geschäftsgang weiter zu veräußern und/oder zu verarbeiten. In diesem Fall gelten ergänzend die nachfolgenden Bestimmungen:

(a) Der Eigentumsvorbehalt erstreckt sich auf die durch Verarbeitung, Vermischung oder Verbindung unserer Waren entstehenden Erzeugnisse zu deren vollem Wert, wobei wir als Hersteller gelten. Bleibt bei einer Verarbeitung, Vermischung oder Verbindung mit Waren Dritter deren Eigentumsrecht bestehen, so erwerben wir Miteigentum im Verhältnis der Rechnungswerte der verarbeiteten, vermischten oder verbundenen Waren. Im Übrigen gilt für das entstehende Erzeugnis das Gleiche wie für die unter Eigentumsvorbehalt gelieferte Ware.

(b) Die aus dem Weiterverkauf der Ware oder des Erzeugnisses entstehenden Forderungen gegen Dritte tritt der Käufer schon jetzt insgesamt bzw. in Höhe unseres etwaigen Miteigentumsanteils gemäß vorstehendem Absatz zur Sicherheit an uns ab. Wir nehmen die Abtretung an. Die in Abs 2 genannten Pflichten des Käufers gelten auch in Ansehung der abgetretenen Forderungen.

(c) Zur Einziehung der Forderung bleibt der Käufer neben uns ermächtigt. Wir verpflichten uns, die Forderung nicht einzuziehen, solange der Käufer seinen Zahlungsverpflichtungen gegenüber nachkommt, nicht in Zahlungsverzug gerät, kein Antrag auf Eröffnung eines Insolvenzverfahrens gestellt ist und kein sonstiger Mangel seiner Leistungsfähigkeit vorliegt. Ist dies aber der Fall, so können wir verlangen, dass der Käufer uns die abgetretenen Forderungen und deren Schuldner bekannt gibt, alle zum Einzug erforderlichen Angaben macht, die dazugehörigen Unterlagen aushändigt und den Schuldnern (Dritten) die Abtretung mitteilt.

(d) Übersteigt der realisierbare Wert der Sicherheiten unsere Forderungen um mehr als 10 %, werden wir auf Verlangen des Käufers Sicherheiten nach unserer Wahl freigeben.

c) As delivery of goods in Spain:

1. Plukon remains the owner of the property in all Goods supplied to the Buyer at any moment until such time as payment for all Goods that were sold and delivered to the Buyer at any moment have been received by Plukon in full in cleared funds from the Buyer.

2. The Goods shall remain the property of Plukon and the Buyer shall (i) store them separately from all other goods held by the Buyer and in the way they are readily identifiable as Plukon's Goods, (ii) not remove, deface or obscure any identifying mark or packaging on the Goods and (iii) maintain the Goods in a satisfactory condition, until such time as payment for them and for all other Goods agreed to be sold to the Buyer has been received by Plukon in full in cleared funds from the Buyer.

3. If the Goods have been resold, Plukon's beneficial entitlement shall be attached to the proceeds of the re-sale received by the Buyer.

4. Where ownership of the property in any Goods remains vested in Plukon, Plukon shall be entitled to (i) require the Buyer to deliver all Goods in its possession which have not been resold or irrevocably incorporated into another product and (ii) if the Buyer fails to do so upon request, enter the premises where those Goods are stored in order to repossess the same.

Should Goods become damaged in any way after they have been delivered, the Buyer will be liable to pay to Plukon the full purchase price of the Goods.

11.3. Goods delivered by Plukon that are covered by the retention of title pursuant to Article 11.1 or Article 11.2 may only be sold on, processed or converted within the context of the normal business operations of the Buyer, which must take place, however, subject to the condition that the Buyer pays to Plukon the price still owed to Plukon for the relevant Goods before it does so. The Buyer does not have the right to pledge or create any other limited right in respect of the Goods that are covered by the retention of title.

11.4. In the event the Buyer fails to comply with its obligations or there is a well-founded fear, which is to be decided by Plukon, that it will fail to do so, Plukon will have the right to remove the Goods covered by the retention of title referred to in Article 11.1 or Article 11.2 from the Buyer or from third parties that hold the goods on behalf of the Buyer or cause such to be done. The Buyer is obliged to render all cooperation in this connection.

11.5. If third parties wish to create or enforce any right to the Goods delivered subject to the retention of title, the Buyer will be obliged to notify Plukon thereof as soon as may be expected within reason.

11.6. The Buyer is obliged:

(a) to insure and keep insured the Goods delivered subject to retention of title until the moment they become the property of the Buyer against damage caused by fire, explosion or water and against theft and to submit the policy of this insurance as well as the proof of payment of the premium for inspection;

(b) to pledge to Plukon all claims of the Buyer against the insurer concerning the Goods

delivered subject to retention of title under the law of the countries referred to in Article 11.2 if the Goods are located in those countries;

(c) mark the Goods delivered subject to retention of title as the property of Plukon;

(d) to cooperate in other ways in all reasonable measures Plukon wishes to implement to protect its rights of title concerning the Goods and that do not unreasonably impede the Buyer from conducting its normal business operations.

11.7. As regards the Goods that have become the property of the Buyer as a result of payment and that are still in the possession of the Buyer, Plukon reserves in advance the rights of pledge similar right under the laws of the countries referred to in Article 11.2 if the Goods are located in those countries, by way of further security for the claims, other than those referred to in Article 11.1, which Plukon may have against the Buyer on any basis whatsoever. The power included in this paragraph applies equally with respect to Goods delivered by Plukon that have been treated or processed as a result of which Plukon has lost its retention of title.

11.8. The Buyer hereby authorises Plukon irrevocably and unconditionally, which hereby accepts the aforementioned authorisation, to realise whenever it sees fit the pledge referred to above in Article 11.7 by pledging the relevant Goods to itself and to execute and/or sign the deeds required for that purpose on behalf of the Buyer. The parties hereby expressly exclude in that connection the operation of Article 3:68 of the Dutch Civil Code and Articles 7:416 - 418 of the Dutch Civil Code as well as similar provisions under the laws of the countries referred to in Article 11.2 if the Goods are located in those countries, but only to the extent (i) those Articles impose obligations on the Buyer and (ii) those Articles would in any way limit the Buyer's power to act and the Debtor hereby waives in all relevant cases the rights it would otherwise be able to derive from the aforementioned provisions.

12. Liability, indemnification

12.1. With the exception of intent or gross negligence on the part of the managerial subordinates of Plukon, which only includes Plukon employees who determine policy within Plukon, Plukon can only be held liable for direct losses sustained by the Buyer as a result of the delivery, taking receipt, storage or use or processing of the Goods delivered and therefore excluding indirect losses in the broadest sense of the word, such as but not limited to direct trading losses, consequential losses, loss due to delays or loss of income on the part of the Buyer.

12.2. Any liability on the part of Plukon concerning the Goods delivered will lapse if the Buyer has failed in any way to comply with the obligations stated in Article 9 (Quality, defects, inspection and complaints).

12.3. In the event Plukon is liable towards the Buyer for any attributable failure to comply with the Agreement, Plukon will never be liable for an amount exceeding the invoice amount (excluding VAT) of the delivery of the Goods related to the liability, such with the exception of intent or gross negligence on the part of the managerial subordinates of Plukon, which only includes Plukon employees who also determine general policy within Plukon.

12.4. The Buyer indemnifies Plukon against all third-party claims for compensation in connection with Goods delivered by Plukon to the Buyer and (additional) services provided for the Buyer.

13. Dissolution and suspension, force majeure

13.1. If Plukon foresees that it will not be able to comply with its obligations pursuant to the Agreement, it will have the right to dissolve the Agreement within fourteen (14) days of concluding it without requiring judicial intervention and without Plukon becoming obliged to pay compensation.

13.2. Without prejudice to that provided for in Article 13.1, Plukon will have the right at all times to dissolve the agreement (extrajudicially) or (first) suspend it if it is unable to comply with its obligations arising from the Agreement as a result of circumstances that cannot be attributed to it. Circumstances that are not for the account of Plukon include, inter alia, the circumstance that Plukon is unable to comply with its obligation, or, as the case may be, deliver as a result of measures that restrict import and export by any government or otherwise or by any international-law agency by whose decisions Plukon is bound directly or indirectly.

13.3. Circumstances as referred to in Article 13.2, which are not for the account of Plukon and which give Plukon the right to dissolve or suspend the Agreement furthermore include war, the threat of war, civil war, riots, strikes, exclusion of workers, a general lack of the required raw materials, stagnation on the part of suppliers, transport problems, fire, weather conditions that mean that the work cannot be carried out, revolutions, piracy, natural disasters in general, fowl plague and other (epidemic) animal diseases that can have an influence on the business operations of Plukon, terrorists action, explosions, willful damage, water damage, floods, factory occupation, exclusion, import and export restrictions, government measures, machine defects, disruptions in the supply of energy, all of the above both within the Plukon business and at third parties from which Plukon acquires the matters needed for its business operations, both during storage and during transport, under its own management or otherwise and furthermore all other causes that are not attributable to Plukon or that are beyond the control of Plukon.

13.4. Plukon also has the right to invoke force majeure as referred to in Articles 13.2 and 13.3 if the circumstance that prevents (further) performance occurs after Plukon should have performed the Agreement.

13.5. In the event of suspension in connection with force majeure as referred to in Articles 13.2 or 13.3 the Buyer will have the right to dissolve the Agreement if the period of suspension lasts for more than three (3) months from the moment Plukon invoked suspension, without Plukon becoming obliged to pay any compensation.

13.6. Plukon also has the right to dissolve the Agreement or to suspend (further) performance thereof in the cases referred to in Article 7.6.

13.7. The Buyer can only dissolve the Agreement for reasons that can be attributed to Plukon if Plukon is unable, even after a written demand for performance, within a term that is reasonable taking all circumstances into consideration of at least fourteen (14) days, to

remedy the defects in an acceptable manner and the Buyer cannot be expected within reason to maintain the Agreement.

14. Integrity and competition

14.1. The Buyer guarantees and warrants that as regards the Agreement neither the (business of the) Buyer nor one or more of its managerial staff, representatives, subordinates and/or non-subordinates or legal entities affiliated with the Buyer and their managerial staff, representatives, subordinates or advisers, are or were involved directly or indirectly (i.e. via a third party) in consultations or agreements with other prospective companies concerning pricing and/or offering or giving money or material benefits that have a monetary value to one or more civil servants or other persons who are directly or indirectly involved in or who are able to exercise any influence on the formation or implementation of the Agreement in a manner that could be contrary to the provisions of the Competition regulations and/or Articles 101 and 102 of the TFEU or national and international legislation concerning corruption.

14.2. The Buyer furthermore declares and warrants that neither it nor one or more of its managers, subordinates and/or non-subordinates has promised, offered or provided any benefit at all with a view to the formation or implementation of any Agreement directly or indirectly (i.e. via a third party) or will promise, offer or provide such to managers, representatives, subordinates and/or non-subordinates of Plukon.

14.3. If the Buyer fails to comply with a provision of this Article and the Buyer is unable to demonstrate following consultation with Plukon that it is not in violation, Plukon will have the right to terminate an Agreement with immediate effect without such creating any liability on the part of Plukon towards the Buyer. In the event of such a termination, (i) Plukon will not be obliged in any way to deliver Goods to the Buyer, (ii) the Buyer will be responsible and obliged to compensate Plukon for compensations, claims, penalties or other losses (including lawyers' fees) that are brought against Plukon or that are sustained by Plukon or Plukon has to pay as a result of a failure to comply with this Article by the Buyer, and (iii) Plukon is entitled to all other remedies that are available to Plukon. The provisions of this Article will continue to apply after an Agreement ends or is terminated.

14.4. Plukon only does business with companies that respect the law and comply with ethical standards and principles. If Plukon obtains information from which the contrary is evident, Plukon will notify the Buyer and the Buyer commits that it will cooperate and provide Plukon with all information it needs to be able to decide whether an allegation it has received is founded and whether the Agreement or Offer should be maintained. Such information includes, but is not limited to, the accounts, records, documents or other files.

15. Confidentiality

The Buyer will always observe confidentiality towards third parties concerning the formation and content of any Agreement concluded with Plukon, as well as with respect to all information the Buyer receives from or on behalf of Plukon within the context of the (formation of an) Agreement, unless and to the extent the Buyer is obliged to provide certain information to third parties pursuant to any national or international statutory regulation, in which case the Buyer will notify Plukon thereof as soon as possible.

16. Applicable law and competent court

16.1. The Agreement between Plukon and the Buyer is governed exclusively by Spanish law, on the understanding that the applicability of the Vienna Sales Convention (CISG) is excluded.

16.2. All disputes arising from or related to an Agreement concluded between the Parties will be submitted exclusively to the Madrid Courts (Spain).

16.3. Notwithstanding the provisions of Article 16.2, Plukon will always have the right if it so desires to summon the Buyer before the court that is competent according to Spanish law or the applicable international convention, or to initiate arbitration proceedings against the Buyer in accordance with the Arbitration Regulations of the Spanish Arbitration Regulations. In the latter case, arbitration will be performed by three arbitrators, the place of arbitration will be Madrid and the arbitral tribunal will render a decision on the basis of the rules of law.

17. Translations

Translations of the Conditions may be put into circulation. The Spanish text will always be leading, however and will prevail over a translation.

18. Changes to the Conditions

18.1. Plukon has the right to unilaterally change the Conditions that apply to an Agreement.

18.2. Plukon will send the changed Conditions to the Buyer in a timely manner, by e-mail or otherwise, and enable the Buyer to object, in writing or by e-mail, to the changes within fourteen (14) days after receipt of the changed Conditions, failing which the Conditions that have been sent will be deemed to have been accepted by the Buyer.

18.3. Changes enter into effect on the effective date announced with the despatch of the changed Conditions. If no effective date has been communicated, the Changes will become effective towards the Buyer after the Buyer has been notified of the change and the aforementioned term of fourteen (14) days has expired without the Buyer having objected to the change.

18.4. If the Buyer objects against the changed Conditions within the aforementioned term, Plukon will have the right to terminate all existing Agreements with the Buyer with immediate effect, without Plukon becoming obliged to pay compensation in such cases.