

General terms and conditions Van Buul International

Besloten vennootschap Van Buul International (hereafter: Van Buul International) is registered with the Chamber of Commerce under number 77264142 and has its registered office at Maagdenburgstraat 32 (7421ZD) in Deventer.

Article 1 – Definitions

1. In these general terms and conditions the following terms are used in the following sense unless expressly indicated otherwise:
2. Offer: Any written offer to Buyer to supply Products by Seller to which these terms and conditions are inextricably linked.
3. Company: The natural or legal person acting in the course of a profession or business.
4. Buyer: The Company that enters into a (distance) Agreement with the Seller.
5. Agreement: The (on distance) sales agreement for the sale and delivery of Products purchased by the Buyer from Van Buul International.
6. Products: all products offered by Van Buul International.
7. Seller: The supplier of Products to the Buyer, hereinafter referred to as: Van Buul International.

Article 2 - Applicability.

1. These general terms and conditions apply to every Offer by Van Buul International and every Agreement between Van Buul International and a Buyer and to every Product offered by Van Buul International.
2. Before an Agreement (at a distance) is concluded, the Buyer shall be provided with these general terms and conditions. If this is not reasonably possible, Van Buul International shall indicate to the Buyer in what way the Buyer can inspect the general terms and conditions, which are in any case published on Van Buul International's website, so that the Buyer can easily save these general terms and conditions on a durable data carrier.
3. In exceptional situations it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with Van Buul International.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or wholly void or nullified, the other provisions of these general terms and conditions shall remain in force and the void/ nullified provision(s) shall be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations not regulated in these general terms and conditions shall be assessed and explained according to the spirit of these general terms and conditions.
7. If reference is made in these general terms and conditions to she/he/him, this should also be construed as a reference to he/she/him, if and insofar as applicable.

Article 3 - The Offer

1. All offers made by Van Buul International are without obligation, unless expressly stated otherwise in writing. If the Offer is valid under limited or specific conditions, this shall be expressly stated in the Offer. An Offer shall not be deemed to have been made until it has been recorded in writing.
2. The Offer made by Van Buul International is without obligation. Van Buul International is only bound to the Offer if the Buyer has already paid the amount due or if the Buyer has placed an order. The order as confirmed by Van Buul International is leading for the execution of the Agreement. Nevertheless, Van Buul International has the right to refuse an Agreement with a potential Buyer for a good reason for Van Buul International.
3. The Offer contains an accurate description of the Product offered with corresponding prices. The description is detailed enough to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Van Buul International. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (at a distance). Van Buul International cannot guarantee that the colors in the image exactly match the real colors of the Product.
4. In the case of fresh Products, deviations in grammage both upward and downward of 10% of the Offer are possible. However, the Buyer shall continue to pay the price indicated for the grammage indicated on the Offer.
5. Delivery times and Terms mentioned in the Offer of Van Buul International are indicative and if exceeded do not entitle the Buyer to dissolution or damages, unless expressly agreed otherwise.
6. A composite quotation shall not oblige Van Buul International to deliver part of the items included in the offer or Offer at part of the stated price.
7. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stock lasts, and according to the 'made-to-order' principle.
8. If and insofar as a batch of meat or meat products has been rejected by the NVWA, by us or by the supplier, this may have consequences for the Buyer's order. Van Buul International shall never be liable for any damage suffered by the Buyer as a result thereof. If and insofar as an order of the Buyer has already been delivered (the so-called Recall), but the NVWA, the supplier or Van Buul International has rejected a batch in the meantime, Van Buul International shall immediately inform the Buyer thereof. The Buyer is itself responsible and obliged to take adequate follow-up measures and not to process and/or resell the rejected Products.

Article 4 - Establishment of the Agreement.

1. The Agreement is concluded at the moment the Buyer has accepted an Offer from Van Buul International by placing an order, or paying for the Product concerned, or returning a signed copy (scanned or original) to Van Buul International, or giving an explicit and unambiguous agreement to the Offer by e-mail.
2. An Offer can be made by Van Buul International by e-mail, by telephone or via the website.
3. If the Buyer has accepted the Offer by entering into an Agreement with Van Buul International, Van Buul International shall confirm the Agreement with the Buyer in writing, or at least by e-mail.

4. If the acceptance deviates (on minor points) from the Offer, Van Buul International shall not be bound by it.
5. Van Buul International is not bound by an Offer if the Buyer could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from such a mistake or clerical error.
6. The Buyer's right of withdrawal is excluded.

Article 5 - Execution of the Agreement

1. Van Buul International shall perform the Agreement to the best of its knowledge and ability.
2. If and insofar as the proper execution of the Agreement so requires, Van Buul International shall be entitled to have certain work performed by third parties at its own discretion.
3. The Buyer shall ensure that all data, which Van Buul International indicates to be necessary or which the Buyer should reasonably understand to be necessary for the execution of the Agreement, are provided to Van Buul International in time. If the data required for the execution of the Agreement are not supplied to Van Buul International in time, Van Buul International has the right to suspend the execution of the Agreement.
4. In performing the Agreement Van Buul International shall not be obliged or obliged to follow the instructions of the Buyer if this changes the contents or scope of the Agreement. If the instructions result in additional work for Van Buul International, the Buyer shall be obliged to pay the additional or supplementary costs accordingly.
5. Van Buul International may require security from the Buyer or full payment in advance before proceeding to perform the Agreement.
6. Van Buul International is not liable for any damage, of whatever nature, that has arisen because Van Buul International relied on incorrect and/or incomplete information supplied by the Buyer, unless Van Buul International was aware of such incorrectness or incompleteness.
7. The Buyer indemnifies Van Buul International against any claims of third parties, who suffer damage in connection with the performance of the agreement and which can be attributed to the Buyer.
8. If Van Buul International engages in meat processing, Van Buul International shall act in accordance with the laws and regulations applicable to it with respect to, among other things, food safety and hygiene (HACCP).

Article 6 - Delivery and/or on-site pickup

1. If the commencement, progress or delivery or completion of the Agreement is delayed because, for example, the Buyer has failed to provide all requested information or has failed to provide all requested information in time, is not cooperating sufficiently, the payment or down payment has not been received in time by Van Buul International or any delay arises due to other circumstances beyond Van Buul International's control, Van Buul International is entitled to a reasonable extension of the delivery or completion period. All agreed (delivery) terms are never deadlines. The buyer must give Van Buul

International written notice of default and allow it a reasonable term to still be able to deliver. The Buyer is not entitled to any compensation as a result of the delay.

2. The Buyer is obliged to accept the items at the time they are made available to it under the Agreement, even if they are offered to it earlier or later than agreed.

3. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, Van Buul International shall be entitled to store the items at the Buyer's expense and risk.

4. If the Products are delivered by Van Buul International or an external carrier Van Buul International shall, unless agreed otherwise in writing, be entitled to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.

5. Delivery shall be on the basis of refrigerated and/or frozen transport unless expressly agreed otherwise. Van Buul International shall perform testing and exit control on an agreed number of boxes if expressly agreed.

6. If the Buyer collects the Products at Van Buul International's location, Van Buul International shall send a confirmation with the date and time of collection. The transport costs and insurance are at the Buyer's own expense and risk (this also includes any damage incurred in the process).

7. If Van Buul International requires data from the Buyer within the framework of the execution of the agreement, the delivery time only starts after the Buyer has made all data necessary for the execution available to Van Buul International.

8. If Van Buul International has stated a term for delivery, it is indicative. For delivery outside the Netherlands longer delivery periods apply.

9. Van Buul International is entitled to deliver the items in consignments, unless the agreement stipulates otherwise or the consignment has no independent value. Van Buul International is entitled to invoice the thus delivered items separately.

10. Deliveries shall only be executed if all invoices have been paid unless expressly agreed upon otherwise. Van Buul International reserves the right to refuse delivery if there is a well-founded fear of non-payment.

11. If the Buyer is not present at the place of delivery at the time of delivery, Van Buul International shall take back the Products and Van Buul International shall agree on a new time of delivery. The costs of this new delivery shall be at the Buyer's expense and risk. From the moment Van Buul International takes back the Products, Van Buul International is no longer responsible for any damage to the Products or any deterioration of the Products.

Article 7 - Packaging and transportation

1. Van Buul International undertakes vis-à-vis the Buyer to package the goods to be delivered properly and to secure them in such a way that they reach their destination in good condition when used normally.

2. Unless agreed otherwise in writing, all deliveries are inclusive of turnover tax (VAT), packaging and packaging materials.

3. Acceptance of goods without notes on the waybill or receipt shall be proof that the packaging was in good condition at the time of delivery.

Article 8 - Examination, complaints

1. The Buyer shall be obliged to examine the Products delivered at the time of delivery or transfer immediately (but within 24 hours at the most) and to return them with the transport service in connection with their perishability and limited shelf life. In doing so, the Buyer must examine whether the quality and quantity of the Products delivered corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (commercial) dealings.
2. The Buyer is obliged to examine and inform itself how the Product should be used. Van Buul International accepts no liability for incorrect cooling, transport and/or processing of the Product by the Buyer.
3. If pursuant to the previous paragraph a timely complaint is made, the Buyer remains obliged to pay for the purchased items. If the Buyer wishes to return defective items, it shall only do so with the prior written consent of Van Buul International in the manner indicated by Van Buul International.
4. Van Buul International is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.
5. Refunds to the Buyer will be processed as quickly as possible, but may take up to 14 days after receipt of the Buyer's statement of termination. Refunds will be made to the account number previously provided.
6. If the Buyer exercises its right of complaint, the Buyer is not entitled to suspend its payment obligation or to offset outstanding invoices.
7. In the event of incomplete delivery and/or if one or more Products are missing and this is attributable to Van Buul International, Van Buul International will, at the Buyer's request, either send the missing Product(s) or cancel the remaining order. The confirmation of receipt of the Products shall be decisive in this regard. Any damage suffered by the Buyer as a result of the (different) size of the delivery cannot be recovered from Van Buul International.

Article 9 – Prices

1. During the term of the Offer, the prices of the Products offered will not be increased, except in the event of changes in VAT rates.
2. The prices stated in the Offer include VAT, unless expressly stated otherwise.
3. The prices stated in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as import and export duties, freight and unloading costs, insurance, and any levies and taxes.
4. In the case of Products or raw materials subject to price fluctuations on the financial market over which Van Buul International has no influence, Van Buul International may offer these Products at variable prices. The Offer will state that the prices are indicative and may fluctuate.

Article 10 - Payment and collection policy

1. Payment can be made in advance or afterwards.
2. The Buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.

3. The Buyer must pay in full to the account number and details provided to it by Van Buul International. The parties may only agree on a different payment term with the explicit written consent of Van Buul International.
4. The parties may agree that the Buyer must pay an advance. If an advance has been agreed, the Buyer must pay the advance before the Agreement is implemented.
5. In the event of liquidation, bankruptcy, seizure, or suspension of payment by the Buyer, Van Buul International's claims against the Buyer shall become immediately due and payable.
6. Van Buul International is entitled to apply payments made by the Buyer first to reduce the costs, then to reduce the interest due, and finally to reduce the principal and the current interest. Van Buul International may, without being in default, refuse an offer of payment if the Buyer specifies a different order of allocation. Van Buul International may refuse full repayment of the principal if the accrued and current interest and the costs are not also paid.
7. If the Buyer fails to fulfill its payment obligation and has not fulfilled its obligation within the payment term set for this purpose, the Buyer will be in default.
8. From the date on which the Buyer is in default, Van Buul International shall be entitled, without further notice of default, to claim statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated in accordance with the scale set out in the Extrajudicial Collection Costs (Limitation of Liability) Act of July 1, 2012.
9. If Van Buul International has incurred additional or higher costs that are reasonably necessary, these costs will be eligible for reimbursement. The judicial and enforcement costs incurred will also be borne by the Buyer.

Article 11 - Retention of title

1. All goods delivered by Van Buul International remain the property of Van Buul International until the Buyer has fulfilled all obligations arising from all Agreements concluded with Van Buul International.
2. The Buyer is not authorized to pledge the goods subject to retention of title or to encumber them in any other way if ownership has not yet been fully transferred.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereto, the Buyer is obliged to inform Van Buul International of this as soon as reasonably expected.
4. In the event that Van Buul International wishes to exercise its property rights referred to in this article, the Buyer hereby grants Van Buul International or third parties designated by it unconditional and irrevocable permission and authorization to enter all locations where Van Buul International's property is located and to take back those items.
5. Van Buul International has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation on the part of Van Buul International to transfer or deliver the Product(s). Once the Buyer has fulfilled its obligations, Van Buul International will endeavor to deliver the purchased Products to the Buyer as soon as possible, but no later than within 20 working days.
6. Costs and other (consequential) damage resulting from retaining the purchased Products shall be at the expense and risk of the Buyer and shall be reimbursed to Van Buul International by the Buyer upon first request.

Article 12 – Warranty

Van Buul International guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability, and the legal rules/regulations at the time of the conclusion of the Agreement.

Article 13 - Suspension and termination

1. Van Buul International is entitled to suspend the fulfillment of its obligations or to terminate the Agreement if the Buyer fails to fulfill its (payment) obligations under the Agreement, either in whole or in part.
2. Furthermore, Van Buul International is entitled to terminate the Agreement between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer fails to fulfill its obligations under any Agreement concluded with Van Buul International in a timely or proper manner.
3. Furthermore, Van Buul International is entitled to terminate the Agreement without prior notice of default if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or can no longer be demanded in accordance with standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that continued performance of the Agreement cannot reasonably be expected. Agreement cannot reasonably be expected.
4. If the Agreement is terminated, Van Buul International's claims against the Buyer shall become immediately due and payable. If Van Buul International suspends the fulfillment of its obligations, it shall retain its rights under the law and the Agreement.
5. Van Buul International shall always retain the right to claim compensation.

Article 14 - Limitation of liability

1. If the performance of the Agreement by Van Buul International results in Van Buul International being liable to the Buyer or third parties, that liability shall be limited to the costs charged by Van Buul International in connection with the Agreement, unless the damage was caused by intent or gross negligence. Van Buul International's liability shall in any case be limited to the maximum amount payable by the insurance company per event per year.
2. Van Buul International is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, missed savings, damage due to delay, including damage resulting from the rejection of a Batch by the NVWA, the supplier or Van Buul International, and damage resulting from the use of the delivered Products is excluded-
3. Van Buul International is not liable if the Buyer has not taken (adequate) (follow-up) measures, or has not done so in a timely manner, from the moment the Buyer has received notification from Van Buul International that a particular batch has been rejected by the NVWA, the supplier, or Van Buul International.
4. Van Buul International is not liable if, upon delivery, the Buyer is not present to take delivery.
5. Van Buul International is not liable for damage resulting or likely to result from any act or omission based on (incomplete and/or incorrect) information on the website(s) or linked websites.

6. Van Buul International is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for any reason whatsoever.

7. Van Buul International does not guarantee the correct and complete transfer of the content of emails sent by or on behalf of Van Buul International, nor does it guarantee their timely receipt.

8. All claims by the Buyer due to shortcomings on the part of Van Buul International shall lapse if they are not reported to Van Buul International in writing and with reasons within one year after the Buyer became aware or could reasonably have become aware of the facts on which it bases its claims. All claims by the Buyer shall in any case lapse one year after the end of the Agreement.

Article 15 - Force majeure

1. Van Buul International shall not be liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be held liable for the fulfillment of any obligation if it is prevented from doing so as a result of circumstances that are not attributable to its fault and are not required of it by law, legal act or generally accepted practice.

2. Force majeure shall in any case include, but shall not be limited to, what is understood in this regard in law and case law, (i) force majeure on the part of Van Buul International's suppliers, (ii) the improper performance of obligations by suppliers prescribed or recommended by the Buyer to Van Buul International, (iii) defects in goods, equipment, software, or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of the internet, data network, and telecommunications facilities (e.g., due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at Van Buul International, and (xi) other situations which, in Van Buul International's opinion, are beyond its control and which temporarily or permanently prevent it from fulfilling its obligations.

3. Van Buul International shall be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after Van Buul International should have fulfilled its obligation.

4. The parties may suspend their obligations under the Agreement for the duration of the force majeure. If this period lasts longer than two months, either party is entitled to terminate the Agreement without being liable to pay compensation to the other party.

5. Insofar as Van Buul International has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure, or will be able to fulfill them, and the part that has been fulfilled or is to be fulfilled has independent value, Van Buul International is entitled to invoice the part already fulfilled or to be fulfilled separately. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

Article 16 - Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement shall pass to the Buyer, being a company, at the moment the goods leave the warehouse of Van Buul International.

Article 17 – Confidentiality

1. Van Buul International and the Buyer undertake to maintain confidentiality regarding all confidential information obtained in the context of an assignment. Confidentiality arises from the Agreement and must also be assumed if it can reasonably be expected that the information is confidential. The confidentiality does not apply if the information in question is already public/generally known, the information is not confidential, and/or the information has not been disclosed to Van Buul International by the Buyer during the Agreement and/or has been obtained by Van Buul International in any other way.
2. If Van Buul International is required by law or a court order to disclose the confidential information to the law or a competent court or a designated third party and Van Buul International cannot invoke a right of non-disclosure, Van Buul International shall not be liable for any compensation and the Buyer shall have no grounds for terminating the Agreement.
3. Van Buul International and the Buyer shall also impose the confidentiality obligation on any third parties they engage.

Article 18 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Van Buul International are vested exclusively in Van Buul International and are not transferred to the Buyer.
2. The Buyer is prohibited from disclosing and/or reproducing, modifying, or making available to third parties any documents to which Van Buul International's intellectual property rights and copyrights apply without the express prior written consent of Van Buul International. If the Buyer wishes to make changes to goods delivered by Van Buul International, Van Buul International must give its explicit consent to the proposed changes.
3. The Buyer is prohibited from using the Products to which Van Buul International's intellectual property rights apply in any way other than as agreed in the Agreement.
4. Any infringement by the Buyer of the IP rights (and copyrights) of Van Buul International will be punished with a one-off penalty of €5,000 (in words: five thousand euros) and a penalty of €100 (in words: one hundred euros) for each day that the infringement continues.

Article 19 - Privacy, data processing, and security

1. Van Buul International handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, Van Buul International will inform the person concerned about this.
2. If Van Buul International is required to provide information security on the basis of the Agreement, this security will comply with the agreed specifications and a level of security that is not unreasonable in view of the state of the art, the sensitivity of the data, and the associated costs.

Article 20 – Complaints

1. If the Buyer is not satisfied with the Products of Van Buul International and/or has complaints about the Agreement or its execution, the Buyer is obliged to report these complaints as soon as possible, but no later than 24 hours after the event that gave rise to the complaint. Complaints can be reported via documents@vbinternational.nl with the subject line "Complaint."

2. The complaint must be sufficiently substantiated and/or explained by the Buyer in order for Van Buul International to be able to process the complaint.
3. Van Buul International will respond to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will attempt to reach a solution together.

Article 21 - Applicable law

1. Dutch law applies to every Agreement between Van Buul International and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of any interpretation of the content and meaning of these general terms and conditions, the Dutch text shall always be decisive. Van Buul International has the right to unilaterally amend these general terms and conditions.
3. All disputes arising from or in connection with the Agreement between Van Buul International and the Buyer shall be settled by the competent court in Overijssel (location Zwolle), unless provisions of mandatory law lead to the jurisdiction of another court.

Deventer, August 15, 2022