



## General Terms and Conditions Minerva Meat

The sole proprietorship Minerva Meat (hereinafter: Minerva Meat) is registered at the Chamber of Commerce with number 62642006 and is located at Broekdijk 6 (7481SK) in Haaksbergen (the Netherlands).

### Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
2. **Offer:** Any written offer to the Buyer to deliver Products by the Seller to which these terms and conditions are inextricably linked.
3. **Company:** The natural or legal person who acts in the exercise of a profession or business.
4. **Buyer:** The Company that enters into a (distance) Agreement with the Seller.
5. **Agreement:** The (distance) (purchase) agreement that extends to the sale and delivery of Products purchased by the Buyer from Minerva Meat, and/or the performance of Work.
6. **Products:** the Products that are offered by Minerva Meat to promote the shelf life of foodstuffs (special applications e.g. to increase shelf life, reduce labor, operational software etc for the food processing industry)..
7. **Minerva Meat:** The supplier and seller of Products to the Buyer, as well as the supplier of the Work to the Buyer.
8. **Activities:** the Activities that Minerva Meat offers are all Activities for outside employment with the aim of creating and delivering a work of a material nature (installation/assembly of Products), and/or performing maintenance at a price to be paid by the Buyer in cash.

### Article 2 - Applicability

1. These general terms and conditions apply to every Offer by Minerva Meat and every Agreement between Minerva Meat and a Buyer and to every Product offered by Minerva Meat.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, Minerva Meat will indicate to the Buyer how the Buyer can view the general terms and conditions, which are in any case published on the Minerva Meat website, so that the Buyer can easily store 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 Minerva Meat.
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 invalid or are invalid, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purpose as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/are, if and insofar as applicable.

### **Article 3 - The Offer**

1. All offers made by Minerva Meat are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been laid down in writing.
2. The Offer made by Minerva Meat is without obligation. Minerva Meat is only bound by the Offer if the Buyer's acceptance thereof is confirmed in writing within 30 days, unless otherwise agreed, or if the Buyer has already paid the amount due. Nevertheless, Minerva Meat has the right to refuse an Agreement with a potential Buyer for reasons that are valid for Minerva Meat.
3. The Offer contains an accurate description of the offered Product and/or Work with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Minerva Meat. Any images and/or specific data (including but not limited to models shown and/or provided, examples of the documents as well as statements of colors, capacities, functionalities, dimensions and other descriptions in sketches, drawings, brochures, promotional material) in the Offer are only an indication and cannot be a ground for any compensation or termination of the Agreement. Minor deviations that are permissible in the industry are permissible and do not constitute grounds for termination of the Agreement. Minerva Meat cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.
4. Delivery times and terms stated in Minerva Meat's Offer are indicative and if they are exceeded, they do not entitle the Buyer to dissolution/termination or compensation, unless expressly agreed otherwise.
5. A composite quotation does not oblige Minerva Meat to deliver part of the goods included in the offer or Offer at a part of the stated price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders.
7. If the Offer is based on information provided by the Buyer and this information turns out to be incomplete and/or incorrect or if this information is subsequently changed, Minerva Meat has the right to



adjust the rates, delivery times and/or prices stated in the Offer. to suit. The buyer is obliged to accept the changed circumstances and to meet the stated payment obligations.

#### **Article 4 - Conclusion of the Agreement**

1. The Agreement is concluded the moment the Buyer has accepted an Offer or Agreement from Minerva Meat by returning a signed copy (scanned or original) to Minerva Meat, or expressly and unambiguously agrees to the Offer by e-mail. mail.
2. If the acceptance (on minor points) deviates from the Offer, Minerva Meat is not bound by it.
3. Minerva Meat is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Buyer cannot derive any rights from this mistake or error.
4. If the Buyer cancels an order that has already been confirmed, the actual costs that incurred (including the time spent) will be charged to the Buyer.
5. The right of withdrawal is excluded for the Buyer, unless otherwise agreed.
6. The buyer is personally liable to third parties for the consequences of the cancellation and indemnifies Minerva Meat against the claims of these third parties arising from this.

#### **Article 5 - Performance of the Agreement**

1. Minerva Meat will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as required for the proper execution of the Agreement, Minerva Meat has the right to have certain work performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which Minerva Meat indicates is necessary or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to Minerva Meat in a timely manner. If the information required for the execution of the Agreement has not been provided to Minerva Meat in time, Minerva Meat has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, Minerva Meat is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for Minerva Meat, the Buyer is obliged to reimburse the additional or additional costs accordingly.
5. Minerva Meat may require security from the Buyer or full advance payment before proceeding with the performance of the Agreement.
6. Minerva Meat is not liable for damage, of whatever nature, that has arisen because Minerva Meat has based on incorrect and/or incomplete information provided by the Buyer, unless this inaccuracy or incompleteness was known to Minerva Meat.



7. The Buyer indemnifies Minerva Meat against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Buyer.

## **Article 6 - Product**

delivery 1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, the (down) payment has not been received in time by Minerva Meat or other circumstances beyond Minerva Meat's control, if any delay occurs, Minerva Meat is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The buyer must give Minerva Meat a written notice of default and allow it a reasonable term to still be able to deliver. The buyer is not entitled to any compensation due to the delay.

2. The buyer is obliged to take delivery of the goods at the moment they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.

3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Minerva Meat is entitled to store the goods at the expense and risk of the Buyer.

4. If the Products are delivered by Minerva Meat or an external carrier, Minerva Meat is entitled to charge delivery costs. These will then be invoiced separately unless expressly agreed otherwise.

5. If Minerva Meat requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has provided Minerva Meat with all information necessary for the performance.

6. If Minerva Meat has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.

7. Minerva Meat is entitled to deliver the goods in parts, unless the Agreement deviates from this or if the partial delivery does not have an independent value. Minerva Meat is entitled to invoice the thus delivered separately.

8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. Minerva Meat reserves the right to refuse delivery if there is a well-founded fear of non-payment.

## **Article 7 - Packaging and transport**

1. Minerva Meat undertakes towards the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.

2. Unless otherwise agreed in writing, all deliveries are made including turnover tax (VAT), including packaging and packaging material and a mandatory disposal fee.

3. Accepting items without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.



4. Delivery of the product takes place on the ground floor of the Buyer's address. Possible vertical transport is at the expense and risk of the Buyer.

## **Article 8 - Examination, complaints**

1. The buyer is obliged to examine the delivered goods or have them examined at the time of delivery or delivery, but in any case within 14 days of receipt of the delivered goods, but only to unpack or use them to the extent that necessary to assess whether it will retain the Product. In doing so, the Buyer must investigate whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.

2. The Buyer shall report any claims regarding defects, damage or non-conformity of the Products that can reasonably be established upon inspection of the Products to Minerva Meat in writing within five working days of receipt of the Products at the Buyer's premises. The Buyer shall notify Minerva Meat of all other claims in writing within two months and with accurate supporting documentation of the date of delivery. At the request and expense of Minerva Meat, the Buyer shall immediately return Products that the Buyer claims to be non-compliant or damaged to Minerva Meat for inspection by Minerva Meat. Minerva Meat will not accept claims that are not made in accordance with the requirements stated in this paragraph and within the periods referred to in this paragraph. If Minerva Meat is responsible for the non-conformity or damage to the Product, Minerva Meat will, at its option, repair the Products, replace them with new Products or return the purchase price for the Products to the Buyer. Minerva Meat will have no other obligation or liability towards the Buyer with regard to non-conforming or damaged Products than stated in the previous sentence.

3. The Buyer is obliged to investigate and inform himself in which way the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. Minerva Meat does not accept any liability for incorrect use of the Product by the Buyer neither non-payment.

4. Any visible defects or shortcomings must be reported to Minerva Meat in writing after delivery at [info@minervameat.com](mailto:info@minervameat.com). The buyer has a period of 14 days after delivery for this. Non-visible defects or shortcomings must be reported within 14 days of discovery, but no later than two months after delivery. In the event of damage(s) to the Product due to careless handling by the Buyer itself, the Buyer is liable for any loss in value of the Product.

5. If a complaint is made in time pursuant to the previous paragraph, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of Minerva Meat in the manner indicated by Minerva Meat.

6. Minerva Meat is entitled to initiate an investigation into the authenticity and condition of the returned Products before reimbursement is made.

7. Refunds to the Buyer will be processed as soon as possible, but the refund can take no later than 14 days after receipt of the Buyer's declaration of termination. Refunds will be made to the previously specified account number.



8. If the Buyer exercises its right to complain, the Buyer, being a Company, has no right to suspend its payment obligation nor to settle outstanding invoices.

9. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to Minerva Meat, Minerva Meat will send the missing Product(s) or the remaining order at the request of the Buyer. Cancel. The confirmation of receipt of the Products is leading in this regard. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from Minerva Meat.

## **Article 9 - Installation work**

1. Minerva Meat will make every effort to carry out the installation with the greatest possible care, as may be expected of a good contractor. All Work is performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail. Under no circumstances does Minerva Meat guarantee that the Work performed and/or the goods delivered by it are suitable for the purpose intended by the Buyer.

2. Minerva Meat does not make any (structural) adjustments to water, drainage and electricity and any other utilities.

3. All instructions, directions, advice and more are deemed to have been made under the express approval of the Buyer if they are made by employees, subordinates and/or third parties engaged by the Buyer. Damage as a result of the unauthorized or outside the scope of the assignment of these instructions, etc. is entirely at the expense and risk of the Buyer.

4. Minerva Meat is entitled to engage third parties for the performance of the Work at its own discretion.

5. The scope of the performance of the Work extends to what has been explicitly agreed by the parties and/or is included in the notification of a malfunction. Minerva Meat will inform the Buyer of all circumstances that may affect (the availability) of the maintenance.

6. The buyer is obliged to ensure that:

- All information, data and documents required for the performance of the Agreement (including maps, drawings, overviews, models, connections and more are made available to Minerva Meat in a timely manner and in the manner desired by Minerva Meat;
- Minerva Meat is granted access to the location on the agreed date(s) and times, which location meets the applicable legal (safety) requirements and working conditions (whether or not in accordance with the Collective Labor Agreement). In the absence of this, Minerva Meat is entitled to suspend its activities as long as this has not been complied with, without being obliged to pay compensation for any (delay) damage.
- The third parties engaged by the Buyer carry out their work and/or deliveries in such a way that Minerva Meat experiences no delay or hindrance in the execution of the Agreement or Work; Minerva Meat has sufficient opportunity in good time for the supply, storage and/or removal of materials and/or auxiliary materials;



- The location is in such a condition that Minerva Meat can perform and/or continue its Work without hindrance;
- Minerva Meat at the location has connection options for electricity and other utilities if needed. The buyer must reimburse the costs of this. Lost working hours as a result of a power failure are also at the expense of the Buyer;
- The location must have sufficient facilities for the correct and complete collection of waste; The location must (if possible) have a suitable space where tools, machines, materials and more of Minerva Meat can be stored without damage or theft of these items. In the event of theft, loss or damage, the costs thereof will be borne by the Buyer;
- The other facilities reasonably desired by Minerva Meat must be available at the location, without (extra) costs being charged to Minerva Meat.

7. If the Buyer does not meet the obligations referred to in this article in time, Minerva Meat is entitled to suspend the performance of the Agreement until the Buyer has fulfilled its obligations. The costs in connection with the delay incurred and/or the costs for performing additional work or other consequences arising from this are for the account and risk of the Buyer.

8. If the Buyer fails to fulfill its obligations and Minerva Meat fails to demand performance from the Buyer, this will not affect Minerva Meat's right to demand performance later.

## **Article 10 - Additional and less work and changes**

1. If during the execution of the installation it appears that the Agreement needs to be adjusted and/or supplemented, or (at the Buyer's request) further work is required to achieve the desired result for the Buyer, the Buyer is obliged to carry out these additional work. to be reimbursed according to the agreed (hourly) rate, and additional material costs. Minerva Meat is not obliged to comply with this request and may require the Buyer to conclude an additional Agreement for this purpose.

2. If a fixed price has been agreed for the work, Minerva Meat will inform the Buyer about the additional costs or financial consequences of the additional work.

3. If and insofar as a fixed price has been agreed for the performance of certain activities, and the performance of those activities leads to additional activities that cannot reasonably be considered to be included in the fixed price, or the price must be increased if As a result of the incorrect information provided by the Buyer, which is important for the price determination (unless Minerva Meat should have discovered the inaccuracy of the information before determining the price), Minerva Meat is entitled to reimburse these costs, after consultation with the Buyer. to be charged to the Buyer. If the Buyer, or an authorized employee of the Buyer, is not present at the location, Minerva Meat is entitled to suspend its activities, or to perform the activities necessary in its professional opinion, which costs are for the account and risk of the Buyer.

4. In the event of hidden defects, or at least unforeseen circumstances, Minerva Meat is entitled to charge extra costs for this if these circumstances lead to extra work.



5. Price changes as a result of changing the Agreement, or based on laws and regulations, must be reimbursed by the Buyer.

## **Article 11 - Delivery of the installation**

1. If the start, progress or delivery of the work is delayed because, for example, the Buyer has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, the (down) payment has not been received on time by Minerva Meat or due to other circumstances, which are at the expense and risk of the Buyer, Minerva Meat is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines.

2. All damage and additional costs as a result of delay due to a cause referred to in paragraph 1 are for the account and risk of the Buyer and can be charged to the Buyer by Minerva Meat.

3. Minerva Meat will make every effort to complete the Work within the agreed term, insofar as this can reasonably be expected of it.

4. When talking about working days, this is understood to mean all (workable) calendar days with the exception of recognized national holidays and weekends.

5. The buyer has an independent responsibility for the management, use and maintenance of the goods made and/or delivered by Minerva Meat.

6. If Minerva Meat has indicated that the work is ready to be delivered and the Buyer does not inspect the work within a reasonable period and accepts it with or without reservation or uses, processes or has it processed, the Buyer is deemed to have completed the work. tacitly accepted. Minor defects that can be repaired during the maintenance period are no reason for non-acceptance of the delivered item if this does not prevent the commissioning. After acceptance, the work is considered completed.

7. After delivery, the work is at the risk of the Buyer. It therefore remains liable to pay the price, irrespective of the destruction or deterioration of the work due to a cause that cannot be attributed to Minerva Meat.

8. Minerva Meat is not liable for defects that the Buyer should reasonably have discovered at the time of delivery, except in the case of willful recklessness on the part of Minerva Meat.

9. Minerva Meat is entitled to deliver and/or perform the work in parts, whereby each partial delivery and/or partial performance can be invoiced separately.

## **Article 12 - Prices**

1. During the validity of the Offer, the prices of the Products or Work offered will not be increased, unless there are changes in the VAT rates.

2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.





3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. If there are Products or raw materials for which there are price fluctuations in the financial market and on which Minerva Meat has no influence, Minerva Meat can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.
5. When Minerva Meat (partly) carries out the assignment at the Buyer's location, additional costs (travel, call-out, parking, food and accommodation costs) will be charged, unless otherwise agreed. For Work that (must) be performed on the basis of urgency or outside office hours at the request of the Buyer, a surcharge may also be charged as agreed in the quotation and/or Agreement. If goods have to be sent, the Buyer must pay additional costs for this.
6. The buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise. If the stated price is a target price, this target price can be adjusted during the execution of the Agreement, unless Minerva Meat has warned Buyer as soon as possible about the likelihood of a further exceedance, and has given Buyer the opportunity to limit the work after all or simplify. Minerva Meat cooperates with the limitation or simplification within the limits of reasonableness. This also applies if the price depends on the estimated time for the execution of work.
7. If (cost) price-increasing circumstances arise for Minerva Meat between the date of the conclusion of the Agreement (or quotation) and its implementation as a result of legislation and regulations, price changes at third parties or suppliers engaged by Minerva Meat or changes in the prices of the required semi-finished products, materials, parts or currency fluctuations, import and export duties (both at home and abroad), shipping and/or delivery costs, wages, employer's contributions and/or (social) premiums, etc., Minerva Meat is entitled to increase the price or compensation accordingly and charge the Buyer.
8. The buyer is obliged to make the agreed down payment within the specified term before Minerva Meat starts the execution of the Agreement. In any case, the Buyer is obliged to reimburse the costs for the materials in advance.
9. If a dispute arises between the parties about the number of hours spent and/or the hours charged, Minerva Meat's time registration will be binding, unless the Buyer can demonstrate otherwise with convincing evidence to the contrary.
10. If and insofar as additional costs are incurred during the execution of the Agreement and/or there is an increased risk (in the opinion of Minerva Meat), the Buyer must pay an additional price for this.

### **Article 13 - Payment and collection policy**

1. Payment must be made in the currency invoiced using the method indicated.
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 make a lump sum payment to the account number and details of Minerva Meat that have been made known to it. Parties can only agree on a different payment term after explicit and written permission from Minerva Meat.
4. If a periodic payment obligation of the Buyer has been agreed, Minerva Meat is entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, Minerva Meat's claims against the Buyer are immediately due and payable.
6. Minerva Meat has the right to have the payments made by the Buyer to first reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. Minerva Meat may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the allocation. Minerva Meat may refuse full repayment of the principal, if the outstanding and current interest as well as the costs are not also paid.
7. If the Buyer does not meet its payment obligation and no later than 14 days has not fulfilled its obligation.
8. From the date that the Buyer is in default, Minerva Meat will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale. from the decision on compensation for extrajudicial collection costs of 1 July 2012.
9. If Minerva Meat has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The judicial and enforcement costs incurred are also for the account of the Buyer.

#### **Article 14 - Retention**

- of title 1. All goods delivered by Minerva Meat remain the property of Minerva Meat until the Buyer has fulfilled all the following obligations under all Agreements concluded with Minerva Meat.
2. The buyer is not authorized to pledge or in any other way encumber the items subject to retention of title if the ownership has not yet been transferred in full.
  3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform Minerva Meat of this as soon as can reasonably be expected.
  4. In the event that Minerva Meat wishes to exercise its property rights referred to in this article, the Buyer already now grants unconditional and irrevocable permission and authorization to Minerva Meat or to third parties to be designated by them to enter all those places where the properties of Minerva Meat and to take those items back.
  5. Minerva Meat 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 to transfer or hand over from Minerva Meat.



After the Buyer has fulfilled its obligations, Minerva Meat will make every effort to deliver the purchased Products to the Buyer as soon as possible, but at the latest within 20 working days.

6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed to Minerva Meat by the Buyer on first request.

## **Article 15 - Warranty**

1. Minerva Meat 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. This does not apply, however, if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified the Seller of this use in writing at the time of entering into the Agreement.

2. Every guarantee is explicitly agreed in writing. Product guarantees never extend beyond what is provided by the manufacturer or what has been explicitly agreed. In the event of a conflict, the warranty as provided by the manufacturer will prevail. The warranty period on products is 12 months from the date of delivery and is the responsibility of the manufacturer/producer. Minerva Meat is only responsible for having the properties of the Product which the buyer could reasonably expect to be present.

3. Minerva Meat carries out the work in accordance with the standards applicable in the industry. If any guarantee is given, this is limited to what has been expressly agreed in writing and only insofar as the guarantee has been received from the suppliers. During the warranty period, Minerva Meat guarantees a sound and customary quality of the delivered or completed goods.

4. The Buyer can only invoke the guarantee given by Minerva Meat if the Buyer has fully complied with its payment obligations.

5. If the Buyer rightly invokes an agreed guarantee, Minerva Meat is obliged to repair or replace the delivered or completed goods free of charge. If in addition there is any additional damage, the applicable provisions of the liability of these general terms and conditions will be adhered to.

6. The warranty expires:

- (i) as soon as the warranty period has expired or the warranty obligation expires.
- (ii) as long as the Buyer is in default towards Minerva Meat;
- (iii) if the Buyer has carried out repair and/or installation work itself, or has had this carried out by third parties;
- (iv) in case of exposure to abnormal conditions and use contrary to the instructions for use;
- (v) if the Buyer has used Products other than those prescribed by Minerva Meat and/or the manufacturer;
- (vi) above-average wear, at least wear as a result of exceptional use;

The costs of Minerva Meat with regard to parking, toll and ferry are not included in the aforementioned warranty provisions;



## **Article 16 - Suspension and termination**

1. Minerva Meat is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement, if the Buyer does not or not fully fulfill the (payment) obligations under the Agreement.
2. Furthermore, Minerva Meat is authorized to dissolve the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention if the Buyer does not timely or properly fulfill the obligations that it has from any agreement with Minerva Meat. concluded Agreement.
3. Furthermore, Minerva Meat is authorized to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise. which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, Minerva Meat's claims against the Buyer are immediately due and payable. When Minerva Meat suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.
5. Minerva Meat always reserves the right to claim compensation.

## **Article 17 - Limitation of liability with regard to product sales**

1. If the performance of the Agreement by Minerva Meat leads to Minerva Meat's liability towards the Buyer or third parties, that liability is limited to the costs charged by Minerva Meat in connection with the Agreement, unless the damage is caused by intent or gross negligence. Minerva Meat's liability is in any case limited to the maximum amount of damage that is paid out by the insurance company per claim per year.
2. Minerva Meat is not liable for consequential damage, loss of profit and/or loss suffered, lost savings and damage as a result of the use of the delivered Products is excluded.
3. Minerva Meat is not liable for and/or obliged to repair damage caused by the use of the Product. Minerva Meat provides strict maintenance and usage instructions that must be complied with by the Buyer. All damage to Products as a result of wearing and using is expressly excluded from liability (this includes traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).
4. Minerva Meat is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Minerva Meat 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 whatever reason.
6. Minerva Meat does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of Minerva Meat, nor for the timely receipt thereof.
7. All claims by the Buyer due to shortcomings on the part of Minerva Meat will lapse if they have not been reported to Minerva Meat in writing and with reasons within one year after the Buyer was aware or



could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

### **Article 18 - Limitation of liability with regard to installation work**

1. If the work shows defects after delivery for which Minerva Meat is (or has been found) liable, Minerva Meat must be given the opportunity to remove the defects within a reasonable period of time, without prejudice to the liability for damage as a result of the defective delivery, unless the costs of repair would be disproportionate to the Buyer's interest in repair instead of compensation. Minerva Meat is not liable for consequential damage in any form whatsoever, this also includes trading loss, loss of profit and/or loss suffered, missed savings and damage due to business

interruption. materials and/or errors in materials, taking measurements.

3. If the (consequences of a) faulty execution of the work is due to defects or unsuitability of goods from the Buyer, the consequences will be borne by the Buyer, unless Minerva Meat has violated its warning obligation or otherwise with regard to these defects in lack of expertise or care. Minerva Meat is also not liable for early commissioning of part or all of the work by the Buyer.

4. The buyer is liable for damage to the work as a result of work performed or deliveries made by it or by third parties on its behalf. Damage resulting from the use of materials prescribed by the Buyer and/or execution of a design originating from the Buyer, is also entirely at the expense and risk of the Buyer.

5. The Buyer is furthermore liable for loss and/or theft of and/or damage to the items, tools, materials and more that Minerva Meat uses in the context of the performance of the Agreement and/or has stored, including damage caused by imperfections, defects and more at the work location.

6. If, after the Agreement has been concluded, it appears that the location or the work is contaminated, the Buyer is liable for the consequences resulting therefrom for the performance of the work.

7. Minerva Meat is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website or that of linked websites.

8. Minerva Meat does not guarantee a correct and complete transmission of the content of and e-mail sent by or on behalf of Minerva Meat, nor for the timely receipt thereof.

9. All claims by the Buyer due to shortcomings on the part of Minerva Meat will lapse if they have not been reported to Minerva Meat in writing and with reasons within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. Minerva Meat's liability lapses one year after the termination of the agreement between the parties.

### **Article 19 - Indemnification of accuracy of information**

1. The Buyer is responsible for the accuracy, reliability and completeness of all data, information, documents and/or documents that it provides to Minerva Meat in the context of an Agreement. Even if



this data comes from third parties, the Buyer is responsible for this. If Minerva Meat is aware or should reasonably have known of the inaccuracies in the order, including errors or defects in the plans, drawings, calculations, specifications or implementation instructions provided by the Buyer, Minerva Meat is obliged to warn the Buyer about this.

2. The buyer indemnifies Minerva Meat against any liability as a result of non-compliance or late fulfillment of the obligations from the previous paragraph.
3. The Buyer indemnifies Minerva Meat against claims from third parties with regard to intellectual property rights on the data and information provided by the Buyer, which can be used in the performance of the Agreement.
4. Buyer is responsible for obtaining any required (building) permits. The buyer indemnifies Minerva Meat against all claims resulting from the lack of (building) permits.
5. If the Buyer provides Minerva Meat with electronic files, software or information carriers, the Buyer guarantees that these are free of viruses and defects.
6. The buyer also indemnifies Minerva Meat against all damage, fines, (order subject to) penalty payments, claims and other government measures.

## **Article 20 - Force majeure**

1. Minerva Meat is not 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 to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and is not for its account by virtue of the law, legal act or generally accepted standards.
2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of Minerva Meat, (ii) failure to properly fulfill obligations of suppliers that the Buyer have been prescribed or recommended to Minerva Meat, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to: cyber crime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems and (x) other situations that, in the opinion of Minerva Meat, fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. Minerva Meat has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Minerva Meat should have fulfilled its obligation.
4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.
5. Insofar as Minerva Meat has partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has



independent value, Minerva Meat is entitled to be invoiced separately, respectively. The buyer is obliged to pay this invoice as if it were a separate Agreement.

### **Article 21 - Transfer**

of risk 1. The risk of loss or damage to the Products that are the subject of the sales agreement transfers to the Buyer at the moment the goods leave Minerva Meat's warehouse.

2. With regard to the installation/assembly of the Products, the above-mentioned risk transfers at the moment at which the work or the Products are brought under the control of the Buyer after installation by Minerva Meat.

### **Article 22 - Intellectual Property Rights**

1. All intellectual property rights and copyrights of Minerva Meat rest exclusively with Minerva Meat and are not transferred to the Buyer.

2. The Buyer is prohibited from disclosing and/or multiplying, changing or making available to third parties all documents to which the intellectual property rights and copyrights of Minerva Meat and/or the manufacturer and/or supplier concerned rest, without express prior written consent of Minerva Meat. If the Buyer wishes to make changes to goods delivered by Minerva Meat, Minerva Meat must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products to which Minerva Meat's intellectual property rights rest other than as agreed in the Agreement.

### **Article 23 - Privacy, data processing and security**

1. Minerva Meat handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, Minerva Meat will inform the data subject about this.

2. If Minerva Meat is required to provide information security based on the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

### **Article 24 - Complaints**

1. If the Buyer is not satisfied with the Products of Minerva Meat and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but at the latest within 5 working days after the relevant reason for the complaint. Complaints can be reported via [info@minervameat.com](mailto:info@minervameat.com) with the subject "Complaint".



2. The complaint must be sufficiently substantiated and/or explained by the Buyer for Minerva Meat to be able to handle the complaint.
3. Minerva Meat will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together. If the complaint is found to be well-founded, then in consultation with the Buyer, the same or similar product will be replaced free of charge,

### **Article 25 - Applicable law**

1. Dutch law applies to every Agreement between Minerva Meat and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and purpose of these general terms and conditions, the Dutch text thereof is always decisive. Minerva Meat has the right to change these general terms and conditions unilaterally.
3. All disputes arising from or as a result of the Agreement between Minerva Meat and the Buyer will be settled by the competent court of the Overijssel District Court, location Almelo (the Netherlands), unless mandatory provisions lead to the jurisdiction of another court.

Haaksbergen (the Netherlands), July 19, 2022.