



## 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), Haaksbergen (the Netherlands).

### Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. **Offer:** any offer or quotation to the Client for the provision of Services by Minerva Meat.
3. **Services:** The Services that Minerva Meat provides are advice and consultancy in the field of the meat processing industry in the broadest sense of the word.
4. **Service Provider:** Minerva Meat who offers Services to the Client, hereinafter referred to as: **Minerva Meat**.
5. **Client:** the natural or legal person who acts in the exercise of a profession or business that Minerva Meat has appointed, has provided projects to Minerva Meat for Services that are performed by Minerva Meat, or to which Minerva Meat makes a proposal under an Agreement did.
6. **Agreement:** any Agreement and other obligations between the Client and Minerva Meat, as well as proposals from Minerva Meat for Services that are provided by Minerva Meat to the Client and that are accepted by the Client and have been accepted and performed by Minerva Meat with which these general terms and conditions are an inseparable form whole.

### Article 2 - Applicability

1. These general terms and conditions apply to every Offer made by Minerva Meat, every Agreement between Minerva Meat and the Client and to every service offered by Minerva Meat.
2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, Minerva Meat will indicate to the Client how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations it is possible to deviate from the general terms and conditions insofar as this has been explicitly agreed in writing with Minerva Meat.



4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The general terms and conditions of the Client are excluded.
6. 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.
7. Ambiguities 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.
8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/his, if and insofar as applicable.
10. If Minerva Meat has not demanded compliance with these general terms and conditions, it will retain its right to demand full or partial compliance with these general terms and conditions.

### **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 expressly stated in the Offer.
2. Minerva Meat is only bound by an Offer if it is confirmed in writing by the Client within 30 days. Minerva Meat nevertheless has the right to refuse an Agreement with a (potential) Client for reasons that are valid for Minerva Meat.
3. The Offer contains a description of the Services offered. The description is sufficiently specified, so that the Client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or termination of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in Minerva Meat's offer are in principle indicative and, if they are exceeded, do not entitle the Client to termination of the Agreement or financial compensation, unless expressly agreed otherwise.

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

1. The Agreement is concluded at the moment that the Client 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. Minerva Meat has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.



3. Minerva Meat is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an order that has already been confirmed, the costs already incurred (including the time spent) will be charged to the Client.
5. Every Agreement that is entered into with Minerva Meat or a project that is awarded to Minerva Meat by the Client, rests with the company and not with an individual person associated with Minerva Meat.
6. The Client's right of withdrawal is excluded, unless otherwise agreed.
7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

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

1. The Agreement is entered into for an indefinite period unless the content, nature or purpose of the assignment implies that it has been entered into for a definite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that Minerva Meat obtains from the Client.
2. Both the Client and Minerva Meat can terminate the Agreement based on an attributable shortcoming in the fulfillment of the Agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations. then comply correctly. This also includes the payment and cooperation obligations of the Client.
3. The termination of the Agreement does not affect the Client's payment obligations insofar as Minerva Meat has already performed work or delivered services at the time of the termination. The client must pay the agreed fee.
4. Parties can terminate the Agreement by registered letter with due observance of a notice period of three months. If the Agreement has not yet lasted three months, the Agreement can be terminated with a notice period of one month.
5. In the event of premature termination of the Agreement, the Client owes Minerva Meat the costs actually incurred up to that point at the agreed (hourly) rate. Minerva Meat's time registration is leading in this regard.
6. Both the Client and Minerva Meat can terminate the Agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the parties is granted a suspension of payments, has filed for bankruptcy or the company concerned ends due to liquidation. If a situation as stated above occurs, Minerva Meat is never obliged to refund monies already received and/or compensation.

## **Article 6 - Performance of the service**



1. Minerva Meat will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. Minerva Meat guarantees a professional and independent service. All Services are performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail.
2. The Agreement on the basis of which Minerva Meat performs the Services, is leading for the size and scope of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client are the basis on which the Services offered by Minerva Meat and the prices are based. Minerva Meat has the right to adjust its services and prices if the information provided turns out to be incorrect and/or incomplete.
4. In the performance of the Services, Minerva Meat is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for Minerva Meat, the Client is obliged to reimburse the additional costs accordingly on the basis of a new quotation.
5. Minerva Meat is entitled to engage third parties for the performance of the Services at its own discretion.
6. If the nature and duration of the assignment so require, Minerva Meat will keep the Client informed of the progress in the interim in the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. Minerva Meat is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not provided all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by Minerva Meat or if other circumstances, which are for the account and risk of the Client, there is a delay, Minerva Meat is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.
8. Minerva Meat can, if instructed to do so, mediate in the conclusion of one or more agreements between the Client and a third party for the actual execution of (project) activities. Minerva Meat can only enter into Agreements with third parties for the actual execution of (project) work, only with the Client's power of attorney, in order to create work of a material nature and/or to deliver goods.
9. Minerva Meat will never request permits or other documents and permissions from governments or other bodies, whether or not required, on behalf of the Client. Damage and/or delay as a result of the lack of these permits or permissions will be at the expense and risk of the Client. The client explicitly indemnifies Minerva Meat against all (consequential) damage as a result of the lack of permits and permissions.

## **Article 7 - Obligations of the Client**



1. The Client is obliged to provide all information requested by Minerva Meat as well as relevant appendices and related information and data in good time and/or before the start of the work and in the desired form for the correct and efficient execution of the Agreement. In the absence of this, Minerva Meat may not be able to fully implement and/or deliver the relevant documents. The consequences of such a situation are always at the expense and risk of the Client.
2. Minerva Meat is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is Minerva Meat responsible for the accuracy and completeness of the information compiled by Minerva Meat for third parties and/or provided to third parties in the context of the Agreement.
3. Minerva Meat can, if this is necessary for the execution of the Agreement, request additional information. Failing this, Minerva Meat is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify Minerva Meat immediately or no later than 3 working days after the change has become known.
4. The Client is obliged to ensure that Minerva Meat has access to all necessary facilities, systems, materials, cooperation of the Client's employees and more that Minerva Meat reasonably needs for the performance of its Services.

## **Article 8 - Advice**

1. Minerva Meat can draw up advice, plan of approach, design, reporting, planning and/or reporting for the purpose of providing the service if it has been instructed to do so. The content of this is not binding and only of an advisory nature, but Minerva Meat will observe its duties of care. The client decides itself and under its own responsibility whether to follow the advice.
2. The advice provided by Minerva Meat, in whatever form, can never be regarded as legal, tax and/or accounting-technical advice. Even if Minerva Meat assists the Client in negotiations, this advice is never legal advice. If the Client interprets this advice as legal and/or tax advice, the Client must first discuss this with a specialist (lawyer/tax specialist) trained for this purpose.
3. At Minerva Meat's first request, the client is obliged to assess proposals it has provided. If Minerva Meat is delayed in its work because the Client does not or not timely assess a proposal made by Minerva Meat, the Client is at all times responsible for the resulting consequences, such as delay.
4. The nature of the service means that the result always depends on external factors that can influence Minerva Meat's reports and advice, such as the quality, accuracy and timely delivery of the necessary information and data from the Client and its Staff members. The client guarantees the quality and the timely and correct delivery of the required data and information.
5. The Client will notify Minerva Meat in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.



## **Article 9 - Project management**

1. If the service provision is aimed at project management, the actual execution of project work will always be performed by third parties with whom the Client has entered into a direct agreement. Minerva Meat is in no way involved in the implementation of this agreement by the third party concerned.
2. Minerva Meat can only advise and manage the project, but is never involved in the actual implementation by these third parties.
3. If and insofar as goods are delivered by third parties, this will only take place within the scope of the agreement between this third party and the Client, in accordance with the conditions of this third party. If and insofar as any guarantee is provided, this guarantee is only enforceable against this third party. Complaints must be submitted directly to the third party unless agreement has been reached between all parties involved that Minerva Meat is authorized to submit complaints on behalf of the Client.

## **Article 10 - Additional activities and changes**

1. If during the performance of the Agreement it appears that the Agreement needs to be adjusted, or if further work is required at the Client's request to achieve the desired result for the Client, the Client is obliged to pay for this additional work in accordance with the agreed rate. Minerva Meat is not obliged to comply with this request and may require the Client to conclude a separate Agreement for this purpose and/or to refer it to an authorized third party.
2. Additional work is involved if, during the execution of the assignment or Agreement, it appears that more parts (on a quotation) need to be examined, and/or if certain activities are required that are not explicitly included in the quotation, unless expressly stated otherwise. agreed.

## **Article 11 - Prices and payment**

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed.
2. Minerva Meat performs its services according to the agreed (hourly) rate. The costs of the work are calculated afterwards based on the time registration drawn up by Minerva Meat (actual calculation).
3. Travel time for the benefit of the Client and costs related to travel will be passed on to the Client.
4. The Client is obliged to reimburse the costs of third parties fully, which are deployed by Minerva Meat after the Client's approval, unless expressly agreed otherwise.
5. The parties can agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before a start is made with the performance of the service.
6. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.



7. Minerva Meat is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.

8. The client must pay these costs at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of Minerva Meat made known to it.

9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement will become immediately due and payable.

### **Article 12 - Collection policy**

1. If the Client does not meet its payment obligation, and has not fulfilled its obligation within the specified payment term, the Client is in default by operation of law, being a Company.

2. From the date that the Client is in default, Minerva Meat will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for 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.

3. If Minerva Meat has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The full legal and execution costs incurred are also for the account of the Client.

### **Article 13 - Privacy, data processing and security**

1. Minerva Meat handles the (personal) data of the Client with care and will only use it in accordance with the applicable standards. If so requested, Minerva Meat will inform the person concerned about this.

2. The Client itself is responsible for the processing of data that are processed using a Minerva Meat service. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies Minerva Meat against any (legal) claim related to this data or the execution of the Agreement.

3. If Minerva Meat is required to provide information security under 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 14 - Suspension and termination**



1. Minerva Meat has the right to keep the data, data files and more it has received or realized by it if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a reason that is justified for Minerva Meat arises which justifies suspension in that case.
2. Minerva Meat is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.
3. In that case Minerva Meat is not liable for damage, for whatever reason, as a result of the suspension of its activities.
4. The suspension (and/or termination) does not affect the payment obligations of the Client for work already performed. In addition, the Client is obliged to compensate Minerva Meat for any financial loss that Minerva Meat suffers as a result of the Client's default.

### **Article 15 - 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.
2. Force majeure on the part of Minerva Meat is in any case understood to mean, but is not limited to: (i) force majeure of suppliers of Minerva Meat, (ii) failure to properly fulfill obligations of suppliers that the Client or its third parties have been prescribed or recommended to Minerva Meat, (iii) defective software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of Minerva Meat or advisors engaged by it and (vii) other situations that in Minerva Meat's opinion fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. In the event of force majeure, both Parties have the right to terminate the Agreement in whole or in part. All costs incurred before the termination of the Agreement will in that case be paid by the Client. Minerva Meat is not obliged to compensate the Client for any losses caused by such revocation.

### **Article 16 - Limitation of liability**

1. If any result laid down in the Agreement is not achieved, a shortcoming on the part of Minerva Meat will only be deemed to exist if Minerva Meat has expressly promised this result when accepting the Agreement.
2. In the event of an attributable shortcoming on the part of Minerva Meat, Minerva Meat is only obliged to pay any compensation if the Client has given Minerva Meat notice of default within 14 days after discovery of the shortcoming and Minerva Meat has not subsequently rectified this shortcoming within a reasonable period. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that Minerva Meat can respond adequately.
3. If the provision of Services by Minerva Meat leads to liability on the part of Minerva Meat, that liability is limited to the total amount invoiced in the context of the Agreement (but over a maximum period of 12





months prior to the event that caused the damage, in case of a continuing performance contract), but only with regard to the direct damage suffered by the Client, unless the damage is the result of intent or recklessness bordering on intent on the part of Minerva Meat. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair.

4. Minerva Meat expressly excludes all liability for consequential damage. Minerva Meat is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.

5. The Client indemnifies Minerva Meat against all third-party claims as a result of a defect as a result of a service provided by the Client to a third party and which partly consisted of Services provided by Minerva Meat, unless the Client can demonstrate that the damage was solely caused by the service of Minerva Meat.

6. Any advice provided by Minerva Meat, based on information that is incomplete and/or incorrectly provided by the Client, is never a ground for liability on the part of Minerva Meat.

7. The content of the advice provided by Minerva Meat is not binding and is of an advisory nature only. The Client itself decides and under its own responsibility whether it will follow the proposals and advice mentioned herein by Minerva Meat. All consequences arising from the follow-up of the advice are for the account and risk of the Client. The client is always free to make its own choices that deviate from the advice provided by Minerva Meat. Minerva Meat is not obliged to any form of refund if this is the case.

8. If a third party is engaged by or on behalf of the Client, Minerva Meat is never liable for the actions and advice of the third party engaged by the Client, as well as the processing of results (of advice drawn up) of the third party engaged by the Client in Minerva Meat's own advice.

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

10. All claims by the Client 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 three months after the Client 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 17 - Confidentiality**

1. Minerva Meat and the Client undertake to observe secrecy with regard to all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public/generally known, the information is not confidential and/or the information was not disclosed to Minerva Meat during the Agreement with the Client and/or was obtained by Minerva Meat in any other way.

2. In particular, the secrecy pertains to advice, reports, designs, working methods and/or reporting regarding the Client's assignment drawn up by Minerva Meat. The Client is expressly prohibited from



sharing its contents with employees who are not authorized to take cognizance of this and with (unauthorized) third parties. Furthermore, Minerva Meat always exercises the required care in dealing with all business-sensitive information provided by the Client.

3. If Minerva Meat is obliged by virtue of a statutory provision or a court decision to (partly) provide the confidential information to the law or competent court or a third party indicated and Minerva Meat cannot invoke a right of nondisclosure, Minerva Meat is not obliged to pay any compensation and does not give the Client any ground for termination of the Agreement.

4. The transfer or dissemination of information to third parties and/or publication of statements, advice or productions provided by Minerva Meat to third parties requires the written permission of Minerva Meat, unless such permission has been expressly agreed in advance. The Client will indemnify Minerva Meat against all claims by such third parties as a result of reliance on such information that has been distributed without the written permission of Minerva Meat.

5. Minerva Meat and the Client also impose the confidentiality obligation on third parties to be engaged by them.

## **Article 18 - Intellectual Property Rights**

1. All IP rights and copyrights of Minerva Meat, including in any case but not limited to all designs, models, reports and advice, rest exclusively with Minerva Meat and are not transferred to the Client unless expressly agreed otherwise.

2. If it has been agreed that one or more of the items above or works of Minerva Meat will be transferred to the Client, Minerva Meat is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such compensation must be paid by the Client before it acquires the relevant items or works with the IP rights resting thereon.

3. The Client is prohibited from disclosing and/or multiplying, modifying or making available to third parties (including use for commercial purposes) all documents and software to which the IP rights and copyrights of Minerva Meat rest, without express prior written notice. permission from Minerva Meat. If the Client wishes to make changes to goods delivered by Minerva Meat, Minerva Meat must explicitly agree to the intended changes.

4. The Client is prohibited from using the items and documents to which Minerva Meat's intellectual property rights rest other than as agreed in the Agreement.

5. Parties will inform each other and take joint measures if an infringement of IP rights occurs.

## **Article 19 - Disclaimer and accuracy of information**

1. The Client itself is responsible for the accuracy, reliability and completeness of all data, information, documents and/or documents, in whatever form, that it provides to Minerva Meat in the context of an Agreement, as well as for the data it receives from obtained from third parties and which have been provided to Minerva Meat for the performance of the Service.



2. The Client indemnifies Minerva Meat against any liability as a result of failure to fulfill its obligations or late fulfillment of its obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. The Client indemnifies Minerva Meat against all claims from the Client and third parties engaged by it or working under it, as well as from clients of the Client, based on the failure to obtain (timely) any permissions required in the context of the execution of the Agreement.
4. The Client indemnifies Minerva Meat against all third-party claims arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the performance of the Agreement and /or the acts or omissions of the Client towards third parties.
5. If the Client provides Minerva Meat with electronic files, software or information carriers, the Client guarantees that these are free of viruses and defects.

## **Article 20 - Complaints**

1. If the Client is not satisfied with the service of Minerva Meat or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported in writing via [robert@minervameat.com](mailto:robert@minervameat.com) with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client if Minerva Meat is to be able to handle the complaint.
3. Minerva Meat will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

## **Article 21 - Applicable law**

1. Dutch law applies to the legal relationship between Minerva Meat and the Client. The Vienna Sales Convention is expressly excluded.
2. Minerva Meat has the right to change these general terms and conditions and will inform the Client thereof.
3. In case of translations of these general terms and conditions, the Dutch language is always leading.
4. All disputes arising from or in connection with the Agreement between Minerva Meat and the Client will be settled by the competent court of the Overijssel District Court, location Almelo (the Netherlands), unless mandatory provisions designate another competent court.

Haaksbergen (The Netherlands), July 29<sup>th</sup> 2022