

## General Sales Conditions

### 1. Applicability

The following conditions apply in particular (i.e. exclusively) to supply of meat, meat products and other products and to the rendering of related services. In the following "supplier" means the party supplying goods or rendering services and "buyer" the other party to the agreement with the supplier.

The supplier makes offers, accepts orders and more generally concludes agreements exclusively subject to the following conditions, unless it is expressly stated otherwise in writing by the Supplier. The present conditions shall also apply to any additional or subsequent agreements between Supplier and Buyer.

### 2. Conclusion and modification of agreements

No agreement shall be binding on the Supplier, not even when an offer has been made by him and accepted by buyer, until the Supplier has confirmed Buyer's order in writing. When Supplier's behavior towards the buyer indicates that the performance of agreement is actually being taken in hand, this shall also have the force of an order condition.

No modification of and/or addition to an agreement shall be binding on the Supplier until he has expressly agreed to such modification or addition in writing.

When Supplier's behavior towards the Buyer indicates that the performance of a modification or addition is actually being taken in hand, this shall also have the force of an agreement to such modification or addition.

### 3. Prices

Unless it is expressly otherwise stated or agreed, all prices quoted in offers or agreed between the parties shall be *free agreed place of delivery*. VAT and any other levies imposed by the authorities shall be charged separately according to the rate applying to the delivery or service in question.

All prices quoted by the supplier are subject to the proviso that the supplier shall have the right to increase the quoted price by the additional expenses arising for him from the fact that after he made the offer but prior the conclusion of agreement *there (is a) rise* in the price of price-determining elements such as the official market quotations of the goods to be delivered or of the base materials therefore, purchase prices, the cost of transport and storage, packing charges, *ages*, taxes and social insurance contributions, insurance premiums and the like.

In addition, the Supplier shall have the right to increase an agreed price by the additional expenses arising for him from the fact that in the period lying between the thirtieth calendar day after the conclusion of the agreement and the day of delivery there is a rise in the price determining elements such as purchase price, costs of transport and storage, packing charges, wages, taxes and social insurance contributions, insurance premiums and the like.

Expenses arising for the supplier from an obligation to take back and/or process packing material may be charged by the Supplier to the buyer.

Reusable packing material (creates for instance) shall remain the property of the Supplier at all times and must return to the Supplier by the buyer. If the Buyer fails to do so all costs entailed by the replacement of such material shall be charged to the buyer.

### 4 payments

4.1 The following provisions shall apply in respect of payments unless a different arrangement has been expressly agreed. On or after delivery the Supplier shall give or send the Buyer an invoice stating the price owing for the delivery or partial delivery. The Buyer must pay this price without any deductions and In Euros unless it has been otherwise **written** agreed, within twenty (20) calendar days of the invoice date and must do so either in cash at Supplier's offices or by causing the amount of the price to be credited to a bank account designated by the Supplier. Complaints about invoices received must be lodged with the Supplier in writing within fourteen (14) calendar days of the invoice date on pain of forfeiture of the right to bring a claim. In deviation from the provision of second and third sentence the Supplier has the right to require that the buyer pay the price owing in full or in part before or on delivery, if he sees reason to do so. Besides, the supplier also has the right to require that before or on delivery adequate security, in his judgment, be given for payment of the price due. If the advance payment or security, as the case may be, is not received within the period stated by the Supplier, the Supplier shall have the right either to suspend the performance of all his obligations under the agreement or to cancel the agreement in whole or in part with immediate effect, without prejudice to his right to damages.



4.2 If an attachment is made of to the detriment of buyer, if the buyer is granted a moratorium or declared bankrupt or if the buyer discontinues his business or part of his business, all moneys owing by the buyer to the supplier shall become immediately due and payable in full.

4.3 If the price owing is not paid in time, the buyer shall, through the mere fact of his exceeding the term of payment, owe interest on such part of the price as is due but unpaid at a rate equal to the legal interest plus two (2) per cent from due date until the day of payment in full. The Supplier shall have the right to suspend performance of all his obligations under agreement until full payment of the amount due has been received. if the amount due is not paid in full within an additional term stated by the supplier, the supplier shall have the right to cancel the agreement in whole or in part, all the above without prejudice to any other rights of the supplier, including in particular has right to damages.

4.4 All judicial or extra judicial costs incurred by the supplier in connection with any failure on the part of the buyer to fulfill his obligations properly shall be entirely for the buyer's account. The compensation for extra judicial costs incurred by the supplier shall be fifteen (15) per cent of the amount due, with a minimum of Euro 500, 00.

4.5 The buyer may not set off any debt due to him from the supplier against his debt owing to the supplier, with the exception of debts that have been expressly acknowledged by the supplier in writing or judgment debts.

4.6 The buyer is not authorized to suspend his liability to pay *the* goods delivered or services rendered, unless the supplier has expressly agreed to such suspension.

## 5 Deliveries

5.1 Delivery periods shall commence each time on the day after the conclusion of the agreement, with the proviso that if the supplier has demanded prepayment of the price owing therefore or security for the payment of such price within fourteen (14) calendar days after the conclusion of the agreement, the delivery period shall not commence until such prepayment or security has been received in full.

5.2 The mere fact that the agreed delivery period is exceeded shall not cause the supplier to be in default. this shall be the case only if the supplier still fails to deliver within an additional, reasonable period stated to him in writing after the expiry of agreed delivery period due to reasons that are imputable to the supplier.

5.3 the buyer may cancel the agreement of a failure to deliver in time that is imputable to the supplier and causes him to be in default pursuant to the provisions of article 5.2 only to the extent that the agreement has not been performed yet and to the extent that the buyer cannot in reason be expected to let the unperformed part of the agreement stand.

5.4 The supplier is authorized to make partial deliveries and to send partial invoices with respect to same

5.5 Except where it has been or afterwards is expressly otherwise agreed, goods to be delivered shall be delivered at the buyer's warehouse or factory.

5.6 The buyer has the duty to take delivery of the goods. If the buyer fails to take delivery of goods destined for and presented to him or fails to *do so* due to reasons not imputable to the supplier. The proceeds shall take the place of the goods up to a maximum equal to the agreed purchase price. All costs and any deficiency in the proceeds shall be for the buyer's account. All the above shall not prejudice all and any other rights of the supplier vis-à-vis the buyer. The delivery should become in the agreed date with seven days charm.

**Office Address:**  
5, Arch. Kyprianou  
Avgoulla 22, Office 101  
6016 Larnaca, Cyprus

**Mailing Address:**  
PO.Box 42346  
6533 Larnaca  
Cyprus

Tel. +357 24 66 92 02  
Fax. +357 24 66 92 05  
info@vrcmeatmed.com  
www.vrcmeatmed.com



## 6. Transfer of ownership

6.1 The ownership of goods delivered shall not pass to the buyer until the buyer has fully paid all amounts owing by him to the supplier on account of or in connection with any agreement for the delivery of goods and/or the rendering of service concluded with the supplier.

6.2 The buyer is obliged to keep goods that are still the property of the supplier properly stored and clearly marked off from other goods.

6.3 The buyer may not dispose of goods which are still the property of the supplier in any way *except* as is customary in the normal conduct of his trade or business: this does include the use of such goods for the purpose of giving security.

6.4 If the buyer fails to comply fully with any obligation under or connection with any agreement concluded with the supplier for delivery of goods and/or the rendering of services, the supplier shall be authorized to recover, on his own authority, any goods that are still his property without being bound to make any compensation. The buyer shall be bound to give full assistance in this as requested under penalty of damages in amount of 1000 Euro per day which shall be immediately due and payable. All revendication expenses shall be for the buyer's account.

## 7. Passing of risk

The buyer shall bear and continue to bear the risk of damage to or total or partial loss of goods to be delivered already from the moment of arrival of such goods at the place of delivery. If the supplier present goods to the buyer for delivery but the buyer does not take delivery of same for reason not imputable to the supplier, any damage to or total or partial loss of such goods *hall* also be and remain at the buyer's risk from the moment of presentation for delivery

## 8. Quality; inspection; Defects

8.1 Goods delivered shall be deemed to be sound if they meet the statutory veterinary quality standards applying at the time of concluding the agreement and moreover they meet the expressly agreed specifications and are suitable for use expressly stated by the buyer before or at the time of concluding the agreement.

8.2 Loss of weight through refrigeration or freezing shall not be considered a defect if the loss weight does not exceed one (1) per cent. For the purpose of the provision loss of weight can be proved exclusively by means of an official weigh certificate showing that the goods were weighed on a sound, public weighbridge on or immediately after delivery. If the goods to be supplied to the buyer are collected by the buyer himself at supplier's business, the supplier shall enable the buyer, on request, to weigh these goods or cause them to be weighed in his presence on supplier's premises. In the cases referred to in the preceding sentence complaints about weight will be accepted by the supplier only if the goods were in fact weighed at supplier's business

8.3 the buyer is bound to subject the goods delivered to a thorough and expert inspection as to completeness and soundness immediately after their delivery. Any defects detected on such inspection must be notified to be the supplier either in writing or verbally immediately following by written confirmation, in case of non-frozen meat within twenty-four (24) hours and in case of frozen meat within seventy-two (72) hours and in case of other goods within 10 calendar days of delivery. When notifying a complaint the buyer must submit an inspection report drawn up by an authorized and independent expert which confirms the complaint. non-compliance with these duties of inspection and notification shall result in the extinction of all rights in connection with defects which could have been detected upon a through and expert inspection.

On demand and *a far* as this will still be reasonable, the supplier shall remedy, free of charge and by supplementation or replacement, any defects which have been notified within the time stated therefore and in the proper manner in accordance with articles 8.2 and 8.3 and also any defects of which the buyer proves that they could not have been detected by him within the terms stated in 8.3 in spite of a thorough and expert inspection and which moreover he notifies as yet to the supplier in writing within thirty (30) days after delivery of the goods while submitting an inspection report from an independent expert, in the case of non -frozen meat within twenty-four (24) hours of detection, in the case of frozen meat within seventy-two (72) hours and in case of other goods within ten (10) calendar days of detection. If no supplementation or replacement is demanded or if supplementation or replacement is not reasonably possible; the buyer shall merely be credited for the part of the delivery that is defective. However, the supplier shall only be bound to remedy a defect free of charge or to credit the buyer, as the case may be, if the buyer proves that the defect resulted directly from a fact or circumstance that is imputable to the supplier. The supplier shall be authorized to make an investigation of his own into the nature, extent and cause of any alleged defect. The Buyer shall be obliged to provide full cooperation as requested in this connection, on pain of forfeiting all his rights in connection with the defect. The supplier is not obliged to take back defective goods, but if so requested the buyer shall immediately put any goods that have been replaced at the suppliers disposal.

Office Address:  
5, Arch. Kyprianou  
Avgoulla 22, Office 101  
6016 Larnaca, Cyprus

Mailing Address:  
PO.Box 42346  
6533 Larnaca  
Cyprus

Tel. +357 24 66 92 02  
Fax. +357 24 66 92 05  
info@vrcmeatmed.com  
www.vrcmeatmed.com



Defects that are imputable to the supplier shall not constitute valid ground for the buyer to cancel the agreement unless the supplier, even after receiving a written demand to such effect, still fails to remedy the defects in an acceptable manner within a term that is reasonable considering all the circumstances while the buyer cannot in fairness be expected to maintain the agreement.

#### 9. Liability in damages

9.1 The supplier shall compensate the buyer exclusively for damage which the buyer proves to be a direct result of an event for which the supplier is liable in law towards the buyer, subject however to the following provisions: the maximum total compensation for damage to goods other than goods delivered and for injury, including consequential damage from damage to goods and injury, shall be NLG 2.5 million ( say: two million five hundred thousand Netherlands guilders) per event of complex of events resulting from one and the same cause:

The total compensation for damage other than damage referred to in paragraph a. shall be an amount equal to fifty (50) per cent of the net price (agreed gross price less VAT and any other levies) of the agreement in question, or in the event of an agreement for partial deliveries, of the net price of the part of the agreement that is most closely connected with the damage , with a maximum however of NLG 50.000 (say: fifty thousand Netherlands guilders);

Damage must be notified in writing to the supplier with the minimum of delay but in any case within twenty (20) calendar days of its detection and the supplier must be given full cooperation in any investigation on his part into the nature, extent and cause of damage, on pain of the extinction of the right to damage and without prejudice to the provision of paragraph d. below

No compensation *shall paid* for any damage that is detected more than six (6) month after the delivery of the goods or the termination of service with which the damage is directly connected.

9.2 Any claim for damage which the buyer may have shall become extinct upon the expiry of a period of twelve (12) months after the delivery of the goods or the termination of services with which the damage is directly connected.

9.3 The buyer indemnifies and holds the supplier harmless from all and any claims for damage from third parties in connection with goods delivered and/or services rendered by the supplier to the buyer, at any rate to the extent that such damages are not payable by the supplier's pursuant to the agreement, given the relationship with the buyer.

The parties after they read the content of present agreement they placed their signature with free will. The present document is considered undersigned if is signed and sent with the fax, post or electronic post. The document should be stamped with company's stamp in all pages with the initials of the authorized signer.

This agreement commits the parties, the heirs, catholic and special successors of them.

In the event that in order to considered this document valid need to be stamped, then the expenses will commit the purchaser

**Office Address:**  
5, Arch. Kyprianou  
Avgoulla 22, Office 101  
6016 Larnaca, Cyprus

**Mailing Address:**  
PO.Box 42346  
6533 Larnaca  
Cyprus

Tel. +357 24 66 92 02  
Fax. +357 24 66 92 05  
info@vrcmeatmed.com  
www.vrcmeatmed.com