

GENERAL TERMS AND CONDITIONS YEAFa NV

1. Application areas

Unless otherwise agreed upon in writing, these General Terms and Conditions of Sale will apply to all offers and price quotations drawn up by YEAFa NV, Stationsstraat 127, 8400 Oostende, 0772.843.144 (hereafter referred to as: "Yeafa NV"), to each concluded agreement between Yeafa NV and its customer (hereafter referred to as: "Customer") and to all of Yeafa NV's invoices, regardless of whether the Customer's registered office is located in Belgium or abroad and whether the delivery is to be carried out in Belgium or abroad.

The Customer acknowledges that he has taken note of these General Terms and Conditions of Sale and has accepted them before placing the order.

The general terms and conditions of the Customer are only valid if they were explicitly accepted by Yeafa NV in writing. In the event of a discrepancy between these general terms and conditions and the Customer's explicit written acceptance of the general terms and conditions, these general terms and conditions will prevail.

2. Quotations

2.1 Yeafa NV's offers, quotations and contract proposals are always without any obligation. Offers, quotations and contract proposals, drawn up in any form whatsoever, will be valid for thirty days as from the date that they are drawn up, unless explicitly stated otherwise in the document.

2.2 The Customer must specify in writing in his order which information, specifications and documents are required in accordance with the regulations of the country in which delivery will take place, such as invoicing, quality requirements, international certificates, other import documents or import declarations and that at Yeafa NV's first request. The Customer is responsible for the accuracy and completeness of the information provided by him and Yeafa NV will only be liable with respect to an obligation of means and cannot be held liable for eventual damage in any way whatsoever that is caused by incorrect or incomplete information communicated by the Customer.

2.3 An agreement between Yeafa NV and the Customer will only be concluded at the time of Yeafa NV's written confirmation of the Customer's order or at the start of the implementation thereof.

2.4 An order, implemented in whatever way, cannot be cancelled and the Customer will be liable for a complete payment.

3. Prices

All prices are in Euros. Unless otherwise explicitly agreed upon in writing, prices are exclusive of VAT, shipping, packaging and insurance costs and all eventual levies or taxes are exclusively for the account of the Customer.

Specified weights and numbers are net after tax.

Yeafa NV reserves the right to adjust its prices proportionally, as long as there is a simple notification, should changes occur after the conclusion of the agreement in the price of energy, raw materials, wages, exchange rates or in one of the components of the cost price.

4. Payment

4.1 Unless otherwise agreed upon in writing, all invoices are payable in cash at Yeafa NV's registered office, by cheque or by bank transfer, without discount.

Each invoice will be deemed as being accepted if no objection is received by registered letter within five working days after receipt. An objection to the invoice does not suspend the Customer's payment obligation.

4.2 In the event of full or partial non-payment of the invoice on the due date, the invoice amount will be increased by law with a late-payment interest of 15% per annum from the due date and that without any notification. The interest payable by the Customer will be capitalized annually.

In the event of full or partial non-payment of the invoice on the due date, the outstanding balance will be increased by law with a flat-rate compensation of 15% of the invoiced amount, with a minimum of 75 Euros and a maximum of 1.750 Euros, even in case of the granting of forbearance periods and without prejudice to Yeafa NV's right to claim higher compensation, provided the supplying of evidence of higher damages actually suffered.

In addition, without prejudice to the right to reimbursement of court fees, Yeafa NV has the right to a reasonable compensation from the Customer for all relevant collection costs arising from non-payment.

4.3 In the case of non-payment of one single invoice on the due date, (i) Yeafa NV is entitled to suspend all other orders of the Customer and obligations with respect to the Customer, without prior notification or without owing compensation for damages, until total payment by the Customer and (ii) all outstanding claims on the Customer will be due immediately and without notification.

If Yeafa NV's confidence in the Customer's creditworthiness is upset by judicial settlements and/or identifiable other events that will question and/or render the proper execution of Customer's commitments impossible, Yeafa NV will have the right to suspend all or part of the order, even if the goods have already been partially or wholly delivered, and to demand appropriate guarantees from the Customer. If the Customer should refuse to adhere to this, Yeafa NV will have the right to cancel the entire order or part thereof without being liable for damages and without prejudice to Yeafa NV's right to compensation for damages.

4.4 In the event of invoicing in the name of a legal entity, the directors, together with the legal entity, will be held jointly and severally liable for payment.

Settlement by offsetting by the Customer is explicitly out of the question. The acceptance of a bill of exchange or other negotiable documents, payment by bank transfer or any other way otherwise, will not result in debt renewal, so that the current terms and conditions will remain fully

applicable. All associated costs will be borne by the Client and will be payable in cash.

5. Delivery, harvest preservation, preservation of ownership

5.1 The agreed upon delivery terms are merely indicative. Exceeding the delivery period for any reason whatsoever cannot give rise to any liability with regards to Yeafa NV, or to the termination of the agreement, or to any form of damage compensation for the Customer.

The Customer declares to accept the order in multiple deliveries. Yeafa NV has the right to invoice partial deliveries separately.

Delivery of the goods occurs ex works (Incoterms 2020).

The Customer is obliged to collect the goods, or have them collected, on the specified delivery dates. The Customer will owe a flat-rate compensation of 1% of the invoice amount for each week's delay of collection. If no complete collection has occurred one month after the agreed upon delivery date, Yeafa NV will have the right to dissolve the agreement with immediate effect, without judicial authorization, without prior notification and without owing any damage compensation and the customer will owe a flat-rate damage compensation amounting to 30% of the invoice amount of the goods that have not been collected yet, without prejudice to Yeafa NV's right to claim a higher compensation, provided the supplying of evidence of higher damages actually suffered.

Collection or delivery is at the expense and risk of the Customer. If it is explicitly agreed upon that Yeafa NV will take care of the transport of the goods sold, Yeafa NV will arrange the transport at its sole discretion and the risk of storage, loading, transport and unloading will remain with the Customer and Yeafa NV will not be held liable for this.

5.2 The goods supplied by Yeafa NV to the Customer will remain the property of Yeafa NV, under all circumstances and notwithstanding Article 1583 of the Civil Code, until all amounts owed by the Customer to Yeafa NV, including interests, costs and charges, have been paid. Nevertheless, the risk of loss or destruction of the goods will be fully borne by the Customer from the moment that the sold goods have been delivered. The Customer has a duty of care with regards to the goods subject to proprietary preservation and should store them in a suitable and clean place and preserve them in accordance with the standards and safety regulations that are applicable in the sector and in such a way that the goods will be easy identifiable as the property of Yeafa NV. Until the time of full payment, the Customer is expressly forbidden to dispose of the goods delivered, use them as a means of payment or to encumber them with any security interest.

5.3 At all times Yeafa NV reserves the right to deliver the ordered quantity of the products with a tolerance of 5%.

6. Intellectual property rights et al

All know-how, utilized programs, intellectual or other property rights relating to or used in the manufacture of the products provided by Yeafa NV will always belong to Yeafa NV.

7. Complaints

The Customer must thoroughly inspect all of Yeafa NV's deliveries (or have them inspected) upon receipt of the goods. Goods are irrevocably deemed to be accepted in each case as soon as they are used in full or in part or put into service.

Complaints regarding the quantity, weight or number of the delivered, or relating to, visible defects must be reported to Yeafa NV by means of a registered letter within 2 working days of receipt of the goods and in any event before being used by the Customer.

Complaints regarding hidden defects must be reported by the Customer to Yeafa NV by registered letter no later than 5 working days after receipt of the goods with a detailed description of the defect.

Complaints filed after this period will not be accepted. In the absence of timely protest pursuant to this Article, the Customer will be irrevocably deemed to have accepted and approved the delivery.

Complaints will not suspend the Customer's payment obligation.

In the event of an admissible and legitimate complaint regarding defects in the goods, Yeafa NV will replace the delivered goods. Yeafa NV can never be held liable for any other damage compensation, nor can any other sanctions be imposed on it.

8. Liability, force majeure

8.1 Yeafa NV will only be liable for damage due to non-compliance with its contractual obligations insofar such damage is caused by fraud, deception or deliberate error. Yeafa NV will not be liable for other errors (including gross errors).

Yeafa NV cannot be held liable for defects, shortcomings or negligence by third parties, such as, but not limited to, its manufacturers and suppliers.

The Customer explicitly accepts that Yeafa NV cannot be held liable and that the Customer is not entitled to claim the termination of the agreement or damage compensation in case of (i) inaccuracies in the information provided by or on behalf of the Customer, (ii) non-delivery due to a shortage of supplies at Yeafa NV's suppliers (iii) damage resulting from an infringement by Yeafa NV's manufacturer or supplier of the regulations concerning GMOs and/or other regulations (iv) defects with regards to the applicable regulations in the country of destination of the goods and (v) damage caused by a different use of the goods other than fodder or peffood.

The liability of Yeafa NV will always be limited maximally to the part of the invoice value of the Customer's order to which the liability relates. If the damage is covered by insurance, Yeafa NV's liability will be limited to the amount actually paid out by the insurer. Yeafa NV will never be liable for indirect damages, including, but not limited to, consequential loss, loss of profits, loss of savings, production restrictions, administrative or personnel expenses, an increase in the general costs, loss of clientele, third party

claims or damage to third parties. The Customer will exclusively be responsible for the use that he makes of the goods.

8.2 Yeafa NV's liability cannot be invoked when, in whole or in part, non-compliance with its obligations is due to force majeure, even if this circumstance was already to be foreseen at the time of the agreement's conclusion, such as war, extreme weather conditions, riots, general or partial strikes, general or partial lock-out, infectious diseases, failed harvest, operating accidents, fire, machine failure, bankruptcy of suppliers, lack of raw materials, exhaustion of inventory, delays in or non-occurrence of deliveries by suppliers, floods, extreme absenteeism due to illness, electronic, information technology, internet or telecommunications disruptions, decisions or interventions by the government (including the refusal or cancellation of a permit or license), fuel shortages, etc. As the Customer's commitments with regards to Yeafa NV is essentially a payment commitment, force majeure on the part of the Client will be explicitly excluded.

Yeafa NV has the right to terminate the agreement in case of force majeure without being liable for damage compensation.

9. Contractual relationship, dissolution

9.1 All agreements between Yeafa NV and the Customer form part of one global contractual relationship. If the Customer fails to fulfil his obligations under a particular agreement, Yeafa NV can suspend the further execution of both the relevant and other current agreements.

9.2 Yeafa NV will have the right to dissolve the agreement with the Customer at all times, with immediate effect, without judicial authorization, without prior notification and without owing any damage compensation in the following cases: (i) if the Customer fails to comply with the (timely) compliance of one or more of the commitments arising from the agreement; (ii) upon cessation of payment or (the application of) bankruptcy or reorganization under the Law of 31 January 2009 regarding the continuity of the company by the Customer; (iii) upon liquidation or termination of the Customer's activities; or (iv) seizure of (part of) the Customer's assets.

Upon dissolution, all Yeafa NV's claims with regards to the Customer will be immediately due and the Customer will owe Yeafa NV a flat-rate compensation of 30% of the goods that have not been collected yet, without prejudice to Yeafa NV's right to claim a higher compensation, provided the supplying of evidence of higher damages actually suffered.

10. Term of limitation

All claims against Yeafa NV, for any reason whatsoever, will expire after 6 months from the date of delivery. This period cannot be suspended and can only be arrested by legal action.

11. Applicable law, dispute settlement

Only the Belgian law is applicable in the case of disputes, without prejudice to the Convention of 11 April 1980 on the right to international buying-selling of movable property and only the courts of the Ypres district will have jurisdiction, unless Yeafa NV should prefer to address the competent court of the place of establishment of the Customer.

12. Various

12.1 If a (part of a) provision of these General Terms and Conditions would be invalid or unenforceable, it would not affect the validity and enforceability of the other provisions. Where appropriate, the Parties will agree to submit the null or void clause to the court that will moderate the clause in question in accordance with the maximum statutory provisions.

12.2 Yeafa NV's non-exercise of its rights, at any time whatsoever, does not imply a waiver of those rights.

12.3 The rights and obligations arising from the agreement will not be transferred in full or in part without the prior written consent of Yeafa NV.

12.4 In the event of a dispute concerning the interpretation of these general terms and conditions, the Dutch text will prevail.

Version française disponible sur simple demande
Een vertaling in het Nederlands is beschikbaar op aanvraag
Eine deutsche Übersetzung ist auf Anfrage erhältlich