

## Additional Purchase Conditions Hoogwegt Milk B.V.

In addition to and/or deviation from the MPC Conditions, the MPC Third Country Conditions and the MPC Arbitration Regulations, hereinafter collectively referred to as: "the MPC Conditions", the following Additional Purchase Conditions apply.

### Article 1 – Definitions

**"Hoogwegt"** means: Hoogwegt Milk B.V.;

**"Agreement"** means: all agreements between the Seller and Hoogwegt regarding the sale and/or supply of dairy products by the Seller to Hoogwegt, as well as each order or contract Hoogwegt gives to the Seller and each juristic act related to the above;

**"Seller"** means: each party that sells and/or supplies goods to Hoogwegt, as well as each other party to which Hoogwegt has given any order of a different nature.

### Article 2 – General

- 2.1 In the event of contrariety between the MPC Conditions and these Additional Purchase Conditions, the Additional Purchase Conditions shall prevail over the MPC Conditions.
- 2.2 These Additional Purchase Conditions apply to all requests, offers, purchase orders, order confirmations and agreements, including the Agreement, and to all other juristic acts in respect of the supply of dairy products by the Seller to Hoogwegt, the carrying out of orders and the performance of other work, unless previously agreed otherwise expressly and in writing.
- 2.3 These Additional Purchase Conditions and the MPC Conditions set aside all general or specific conditions or clauses of the Seller, unless previously agreed otherwise expressly and in writing.

### Article 3 – Supply

The Seller is obliged to provide Hoogwegt with all documentation applicable to the dairy products in a timely manner, with due observance of the prescribed terms and formalities. The above applies equally to compliance with the requirements of the European Union and other national/international authorities and governments. Unless otherwise agreed in writing, all costs related to or arising from the preparation and provision of the required documents shall be borne by the Seller.

### Article 4 – Liability

- 4.1 The Seller shall be liable for any damage suffered by Hoogwegt as a result of a defect in the dairy products the Seller supplied to Hoogwegt or as a result of a failure to fulfil the obligations of the Seller and/or as a result of acts or omissions of the Seller or its employees or third parties engaged by it. For the purpose of this article, damage includes (without limitation) damage suffered by Hoogwegt as a result of loss of subsidy and/or security in the event of a violation of the provisions of Article 2 of these Additional Purchase Conditions. The Seller's liability covers both direct and indirect damage.
- 4.2 The Seller shall indemnify Hoogwegt against all claims from third parties in connection with the Agreement entered into between Hoogwegt and the Seller.

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## Additional Conditions of Sale Hoogwegt Milk B.V.

In addition to and/or deviation from the MPC Conditions, the MPC Third Country Conditions and the MPC Arbitration Regulations, hereinafter collectively referred to as: "the MPC Conditions", the following Additional Conditions of Sale apply.

### Article 1 – Definitions

**"Hoogwegt"** means: Hoogwegt Milk B.V.;

**"Purchaser"** means: each party to which Hoogwegt sells and/or supplies dairy products, as well as each other party that has given Hoogwegt any order of a different nature;

**"Agreement"** means: all agreements between Hoogwegt and the Purchaser regarding the sale and/or supply of dairy products, as well as each other order or contract the Purchaser gives to Hoogwegt and each juristic act related to the above.

### Article 2 – General

- 2.1 In the event of contrariety between the MPC Conditions and these Additional Conditions of Sale, the Additional Conditions of Sale shall prevail over the MPC Conditions.
- 2.2 These Additional Conditions of Sale apply to all offers and statements of Hoogwegt, all agreements, including the Agreement, and all other juristic acts between Hoogwegt and the Purchaser, unless previously agreed otherwise expressly and in writing.
- 2.3 These Additional Conditions of Sale and the MPC Conditions set aside all general or specific conditions or clauses of the Purchaser, unless previously agreed otherwise expressly and in writing.

### Article 3 – Supply

- 3.1 The Purchaser is obliged to ensure unloading and/or loading of the dairy products to be supplied immediately upon arrival and shall for that purpose make sufficient equipment and personnel available.
- 3.2 The Purchaser is always obliged to provide Hoogwegt with all documentation applicable to the Agreement and the dairy products sold in a timely manner, with due observance of the prescribed terms and formalities, failing which the Purchaser will be liable to Hoogwegt for all damage arising from its failure (including the damage Hoogwegt suffers as a result of loss of subsidy and/or security). The above applies equally to compliance with the requirements of the European Union and other national/international authorities and governments. Unless otherwise agreed in writing, all costs related to or arising from the preparation and provision of the required documents shall be borne by the Purchaser.

### Article 4 – Non-attributable failure (hereinafter referred to as: force majeure)

In the event of force majeure on the part of either party, the performance of the Agreement shall be fully or partially suspended for as long as the force majeure situation continues, without either party being liable to pay damages to the other party. If it is reasonably expected that the force majeure situation will last longer than three months, then the other party will be entitled to terminate the Agreement with immediate effect, by registered letter and without any judicial intervention being required, without such termination giving rise to any entitlement to damages. Force majeure on the part of Hoogwegt shall be taken to include, without limitation: (a) a disruption in the business operations or other disruptions on the side of Hoogwegt; (b) a lack of raw materials; (c) a delay or other problems at Hoogwegt or its suppliers and/or with the transport taken care of by third parties; (d) strikes; (e) blockades; (f) export or import restrictions, government measures, lack of necessary permits and (g) wars, uprisings and the like.

### Article 5 – Liability

- 5.1 Hoogwegt's liability in the event of partial deliveries is limited to the invoice value of the partial delivery.
- 5.2 Hoogwegt will never be liable for consequential damages, including without limitation, lost profits or revenues, trading loss or damage to the environment (however named) or immaterial damage, regardless of whether such damage is due to acts by Hoogwegt and/or entities acting on Hoogwegt's behalf.
- 5.3 Hoogwegt may on its own authority take or arrange for measures, at the expense of the Purchaser, to remedy a defect or deficiency in the dairy products supplied or prevent a further increase in damage, in the event of a threat of damage or a particular urgency.