

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF COCK'S VLEESWAREN NV ('General Conditions')

1. Taal, langue, language, Sprache

Nederlands: Deze AV zijn op eenvoudig verzoek beschikbaar en zijn tevens te consulteren op www.ocks.be, in het Nederlands, Frans, Engels en Duits. De Nederlandstalige versie van deze AV is de enige authentieke.
Français: Ces Conditions Générales de Vente et de Livraison (nommées ci-après "AV") sont disponibles sur simple demande et peuvent aussi être consultées sur le site www.ocks.be en néerlandais, français, anglais et allemand. La version en néerlandaise de ces AV est la seule version authentique.

English: These General Terms and Conditions of Sale and Delivery (hereinafter: "AV") are available on request and can also be consulted on www.ocks.be in Dutch, French, English and German. Only the Dutch version of these AV is legal valid. Deutsch: Diese Allgemeinen Verkaufs- und Lieferbedingungen (im Folgenden: "AV") sind auf einfache Anfrage verfügbar und können auch auf www.ocks.be, in niederländischer, englischer, französischer und deutscher Sprache eingesehen werden. Die niederländisch-sprachige Version dieser Allgemeinen Verkaufs- und Lieferbedingungen ist die einzige Originalversion.

2. Definitions

'COCK'S' means COCK'S VLEESWAREN, a public limited company, VAT BE 0444.853.876, with its registered office at Industriepark-Noord 14, B-9100 Sint-Niklaas, Belgium.

'Registered Letter of Complaint' means a registered letter addressed to COCK'S that accurately describes the purchased products, the complaint, the non-conformity and/or the deficiency, in all instances stating reference numbers of the Customer's order and the delivery note/invoice.

'Customer' means any natural or legal person that purchases and/or orders a product from COCK'S, and any person who on behalf of and/or for the account of another legal or natural person purchases and/or orders a product from COCK'S;

'New Customer' means any Customer who for the first time purchases and/or orders a product from COCK'S.

'International Customer' means any Customer whose registered office is located outside the territory of Belgium, and any Customer who places an order for delivery outside the territory of Belgium.

3. Application of General Conditions and applicable law

All commercial transactions between COCK'S and the Customer shall be governed solely by (in order of precedence): (1) the special conditions agreed in writing by and between the Customer and COCK'S under a separate agreement, (2) these General Conditions, (3) Articles 4-88 of the Vienna Sales Convention, (4) the Unidroit Principles; (5) Belgian law, except for articles 1-3 and 89-101 of the Vienna Sales Convention. The General Conditions shall prevail over any general and/or other conditions of the Customer, even if those conditions stipulate their precedence. COCK'S reserves the right to amend the General Conditions at any time. Nullity of any clauses of the General Conditions shall not affect the applicability of any of the other clauses.

4. Orders and cancellations

4.a. General rules applicable to every Customer

Offers and pricelists of COCK'S shall never constitute any obligation/commitment on the part of COCK'S and may be withdrawn at any time. Subject to acceptance of the Customer the Customer's order shall be registered electronically by a commercial employee of COCK'S and from that time onwards shall be legally binding in relation to the Customer. Cancellation of an order (by or on behalf of the Customer) shall cause the Customer to owe fixed compensation equal to 35% of the total invoiced amount, without prejudice to the right of COCK'S to prove greater damage. At its discretion COCK'S may choose the parties with which it wishes to enter into an agreement and shall have the right in all instances to check the creditworthiness of a Customer or potential customer before accepting its order. If certain products are out of stock, COCK'S shall have the right in all instances (without any right of recourse to COCK'S) (1) to cancel the order concerned, and/or (2) to replace the out-of-stock products by equivalent products. Any extra price involved shall be charged to the Customer. COCK'S shall accept orders only for a minimum amount of 300 euro per order. COCK'S shall not be bound in any way by orders for a lower amount.

4.b. Special rules for first order of a New Customer

Every New Customer shall be under obligation to fill in fully and correctly a customer document provided by COCK'S before being able to place an initial order with COCK'S. The details entered on this customer form, including the Customer's preferred delivery date, shall not bind COCK'S in any way. In all instances COCK'S shall have the right unilaterally to amend as it sees fit any of the details stated in the customer form concerning logistical and commercial arrangements without this establishing any right of recourse to COCK'S.

4.c. Special rules for International Customers

Every International Customer shall be required to prepay the total invoiced amount for each order. COCK'S shall not start carrying out such an order until receipt of full payment of the relevant invoiced amount.

5. Price and costs

All prices shall be stated in euro exclusive of VAT. If the Customer is absent when COCK'S wishes to deliver the goods and/or if any other delay occurs due to the Customer, the additional costs of carriage shall be charged in full to the Customer. In all instances COCK'S may require the Customer to pay a deposit, fulfil all its payment obligations towards COCK'S by direct debit at a bank approved by COCK'S, furnish a bank guarantee before accepting an order and require prepayment of the full invoiced amount before accepting an order/

delivering purchased products. COCK'S may proportionately increase the agreed price in line with any foreign exchange fluctuations, any increases in the costs of materials, ancillary materials, raw materials, wages, salaries, social security contributions, government-imposed levies, duties and taxes, shipment, import and export duties, insurance premiums and any other cost increases arising from COCK'S obligations towards the Customer, insofar as they occur between the Customer's order and the delivery of the purchased products.

6. Delivery, risk, product properties

All deliveries within Belgium shall take place in accordance with the Incoterm® Delivered Duty Paid. All deliveries outside Belgium shall take place in accordance with the Incoterm® Ex-Works with the agreed delivery place being Industriepark-Noord 14, B-9100 Sint-Niklaas, Belgium. In all instances the agreed conditions of delivery shall be interpreted in accordance with the most recent Incoterms® from the time when COCK'S is bound by an order under article 4 of the General Conditions. As soon as delivery occurs the Customer shall assume full responsibility for the purchased products, including but not confined to constant monitoring of the refrigeration of the purchased products. All delivery times stated by COCK'S shall be as a guide only. In the case of regular deliveries COCK'S may in all instances, without any right of recourse towards COCK'S, unilaterally change at its discretion the working day when goods are usually delivered, either for one or more orders of the Customer, or for all future orders of the Customer. Delayed delivery shall never establish any obligation for COCK'S to pay any kind of compensation or penalties or constitute a ground for cancellation of the order under any circumstances whatsoever. Changes to the delivery/order of the Customer shall automatically invalidate any delivery times already stated. Any delivery not explicitly specified in the Customer's order shall be treated as an additional delivery requested by the Customer and shall be charged accordingly. COCK'S may deliver the purchased products in several batches. The Customer shall be deemed aware of all properties of the products it has purchased and cannot derive any rights from any information, examples or models that COCK'S may provide at its own initiative or at the request of the Customer.

7. Acceptance, delivery and complaints

All complaints about visible defects and/or non-conforming deliveries shall be made known in writing by stating reservations on the delivery note. On the first working day after delivery the Customer shall perform a thorough inspection and shall report any complaints or deficiencies to COCK'S by Registered Letter of Complaint. On expiry of this first working day the Customer shall lose the right to seek recourse to any deficiency and/or non-conformity. The Customer shall in any event forfeit the right of recourse to any deficiency and/or non-conformity as soon as the Customer and/or a third party uses, processes, repacks or resells the purchased products. Provided that a deficiency or non-conformity is reported timely and correctly to COCK'S, COCK'S shall at its election and discretion: (1) replace the non-conforming and/or deficient products in full or in part, or (2) credit the incorrect part to the price of the order and/or written delivery note. The Customer accepts that each of these measures shall constitute complete and proper compensation for any possible damage arising from non-conformity or deficiency. Under no circumstances whatsoever may the Customer return the products or purchase goods to replace those to which the contract relates. COCK'S reserves the right to determine or to commission a representative to determine on-site the deficiencies and to investigate the causes of them. Regardless of whether COCK'S accepts the complaints, the complaint shall not in any way relieve the Customer of its payment obligations under article 10. Costs incurred for erroneous complaints shall be payable by the Customer.

8. Liability

Any liability on the part of COCK'S shall be confined to the mandatory liability prescribed by law and in all instances shall be limited to the lower of (1) the invoiced amount, or (2) the amount received by COCK'S receives under the liability arrangements of its insurer under the commercial third-party insurance taken out by COCK'S. Under no circumstances whatsoever shall COCK'S be liable for any indirect damage (including but not confined to lost sales), damage caused by the Customer and/or third parties, damage arising from (incorrect) use/processing of the purchased products or damage resulting from failure by the Customer to meet any legal and/or other obligations. The Customer shall fully indemnify, defend and hold COCK'S harmless against any and all claims in proceedings arising from (incorrect) use/processing or from failure by the Customer to comply with legal and/or other obligations.

9. Force majeure and hardship

COCK'S shall not be liable for any failures in fulfilment of its obligations occasioned by force majeure and/or hardship in the widest sense of both legal terms, including but not confined to social unrest, traffic congestion, weather, technical defects, raw material shortages, price fluctuations, etc. Without prejudice to the final clause of article 5, COCK'S may in the event of force majeure and/or hardship, at its election and discretion, (1) suspend performance of its obligations temporarily, (2) dissolve the agreement with the Customer, (3) invite the Customer to negotiate new, modified conditions.

10. Invoicing and payment

10.a. General rules applicable to every Customer

Complaints about invoices shall be reported to COCK'S within three working days of their receipt by means of a

Registered Letter of Complaint. Unless otherwise stated on the invoice, all invoices shall be payable net within eight days of the invoice date to the registered office of COCK'S. If COCK'S has not received full payment of the invoiced amount at the due date of any invoice, the following arrangements shall automatically apply, without prior notice of breach and without prejudice to the right of COCK'S to prove the existence of greater damage:

- (1) annualised interest rate of 10% shall be payable, with each commenced month counting as a whole month;
- (2) the Customer shall owe fixed compensation equal to 10% of the invoiced amount, subject to a minimum of 125 euro;
- (3) all invoices, including those not yet at due date, shall immediately become payable on demand;
- (4) in respect of the performance (or further performance) of the order concerned and/or any other orders, COCK'S shall have the right (a) to make it conditional on full cash payment at the time of delivery, (b) to make it conditional on prepayment of the total invoiced amount, (c) to suspend performance, and/or (d) to dissolve the agreement without recourse to the courts.

Items (3) and (4) shall also apply in the event of impending bankruptcy, court-ordered or conventional dissolution of business, application of the Belgian Act of 31 January 2009 concerning the continuity of companies, prolonged payment arrears or any other circumstances that reasonably justify COCK'S lack of confidence in the creditworthiness of the Customer. No discounts shall be awarded for cash payments. The Customer is not allowed to effect payments through agents. Only receipts duly signed by persons authorised to bind COCK'S at law shall be valid. By paying all or part of an invoice, the Customer shall duly acknowledge its approval and acceptance of the invoice. Payments or part-payments shall always be accepted subject to the reservation of all rights and shall be apportioned in the following way: (1) debt collection costs; (2) compensation for damage; (3) interest; (4) principal sums. The entry of an invoice in the ledger of issued invoices at COCK'S shall constitute the presumption of transmission and receipt of the invoice.

10.b. Special rules for first four deliveries to a New Customer

Each New Customer shall be subject to a trial period equivalent to the time it takes COCK'S to complete the first four deliveries to the New Customer. For each of these first four deliveries, the New Customer shall be under obligation, notwithstanding article 10.a of the General Conditions, to pay the invoiced amount on delivery.

11. Reservation of title

All purchased products shall remain the property of COCK'S until receipt of full payment of the principal and any interest and costs owed. If the Customer resells purchased products before having fully and correctly paid the amounts stated above, the aforementioned right shall transfer automatically to the resulting selling price. Non-payment or incomplete payment at the due date of any invoice shall automatically give COCK'S the right, without prior notice of breach, to require the Customer to return products already delivered. Provided that COCK'S receives back the products and insofar as the goods are found to be still in good condition (subject to an evaluation of such matters as the correct refrigeration of the products), the amounts already paid shall be refunded to the Customer minus: (1) lost profit estimated at the equivalent of 15% of the total invoiced amount, and (2) fixed damage compensation equal to 5% of the total invoiced amount to defray the extra management and administrative costs. These measures shall be taken without prejudice to the right of COCK'S to prove greater damage.

12. Compensation

In accordance with the Financial Collaterals Act of 15 December 2004, COCK'S and the Customer shall mutually compensate and set off automatically and lawfully all existing and future debts. This means that in the permanent relationship between the two parties only the largest receivable shall ever remain on balance. This settlement through offsetting shall be invocable in relation to the receiver and other concurrent creditors who shall be unable to challenge the settlement.

13. Forfeiture of rights

Any omission (or repeated omission) by COCK'S to invoke any of its rights shall be construed solely as acquiescence of a certain situation and shall not cause any forfeiture of rights.

14. Forum

Any disputes arising between COCK'S and the Customer shall be subject to the sole jurisdiction of the courts at Dendermonde.