



Additional Purchase Conditions Hoogwegt International 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 International 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.