

# General Terms and Conditions

General terms and conditions of the Coöperatie Royal CRV u.a., CRV Holding B.V., CRV B.V., hereinafter referred to as: CRV, registered under number 09125050 at the commercial register of the Chamber of Commerce and Industries. These terms and conditions apply to all our activities with effect from 25 October 2021.

## 1. General provisions

- 1.1. These terms and conditions shall apply to all quotations of CRV and to all agreements to be concluded by CRV for the supply of goods and services, with the exception of those provisions which are not valid by agreement or by their nature.
- 1.2. The applicability of any general or specific terms and conditions of client is explicitly excluded.
- 1.3. Deviation from these provisions shall only be possible where and in as far as CRV has notified or confirmed this in writing.
- 1.4. The client is the party that places an order with CRV for supply of products and services.
- 1.5. CRV is entitled to modify these terms and conditions during the term of the agreement. Client will be informed of any modifications as soon as possible.

## 2. Quotations

- 2.1. Quotations of CRV are non-obligatory and non-binding, unless indicated otherwise. CRV may revoke a quotation containing a time limit at any time, even subsequent to receipt of the order, provided this is done within five working days.
- 2.2. All documentation materials or any information provided digitally relating to a quotation is, unless stipulated otherwise, for information purposes only and shall not be binding to CRV.

## 3. Agreement

- 3.1. An agreement shall first be deemed to have become legally valid after CRV has confirmed the order in writing or has commenced execution thereof.
- 3.2. An agreement that has been established electronically will only be deemed to have become legally valid on the condition that client strictly follows CRV's instructions concerning the transaction involved, and on the condition that the electronic order issued by client duly reaches CRV.
- 3.3. Both parties guarantee that any exchanged information concerning the other party shall be treated confidentially, shall only be used for the purpose of this agreement, and shall not be made available to any third party.

## 4. Duration of the agreement

- 4.1. If no term or period of duration is mentioned in the agreement, the agreement shall be considered to continue for no longer than three years after the date of signing or after the date of commencement. After the aforesaid period the agreement shall automatically be extended with an equal period, unless the agreement is terminated by a written notice to the other party at least six months before the end of the period.
- 4.2. Premature termination of the agreement is exclusively permitted if circumstances occur as referred to in Clause 14, or if the two parties agree to this in writing.

## 5. Services

- 5.1. CRV shall perform its obligations with due care and expertise, all insofar as can be reasonably expected of CRV.
- 5.2. If a service agreement was entered into with the purpose of being executed by a specific person, CRV has the right to replace that person for someone with equivalent qualifications without prior permission of client.

## 6. Prices: sale and services

- 6.1. General
  - 6.1.1. Unless stated otherwise all prices are in Euro, excluding VAT and other costs, such as levies, duties and tariffs.

- 6.1.2. CRV reserves the right to change the prices and tariffs. Client will be informed of such changes as soon as possible.

- 6.1.3. The prices stated in the quotations are based on working during business hours. If any activities need to take place outside those hours for reasons, which are not attributable to CRV, the additional costs incurred will be borne by the client, unless it was already taken into account in the quotation.

- 6.1.4. Any additional costs incurred from carrying out the order as a rush order, as well as any costs connected with registered, C.O.D. or express dispatches and couriers will be borne by the client.

- 6.2. Unless stated otherwise all prices of the agreements for sale are based on delivery from the company, warehouse or other storage location of CRV.

## 6.3. Services

- 6.3.1. Quotes and prices charged are:
  - based on subsequent calculation, to which the provisions under paragraphs 6.3.2, 6.3.3, and 6.3.4 in this article apply, or;
  - a fixed sum stated in the quotation or the order confirmation, to which the provision under paragraph 6.3.5 in this article applies.

- 6.3.2. If an order is carried out on the basis of subsequent calculation, CRV will charge the actual hours spent on the specific order multiplied by the agreed upon tariff, increased with any costs incurred by CRV in carrying out the order.

- 6.3.3. The hours spent on the order will appear from the registration kept by CRV's involved employees and of which client upon request can receive a specification. The aforesaid registration is binding to both parties. CRV will invoice according the registration.

- 6.3.4. A sum estimated in a quotation is merely indicative and not binding to the parties. If the sum calculated in accordance with paragraph 6.3.2 of this article is expected to exceed the aforesaid estimate by 20% or more, client will be informed as soon as possible. Client may within seven days after receipt of such notification change or cancel the order in writing under the obligation of full payment of all hours and costs spent on this order until that moment.

- 6.3.5. If a fixed sum has been explicitly agreed upon, CRV reserves the right to invoice unforeseen activities to client, calculated on the basis of subsequent calculation as in paragraph 6.3.2 of this article, provided that these activities have become necessary as a result of circumstances which can not reasonably be attributed to CRV or which could not have been foreseen by either party before the start of the agreement.

## 7. Payment, invoices

- 7.1. Payment must be made to CRV's Dutch bank account within 14 days of date of invoice, without any deduction or set-off, or by means of Irrevocable Confirmed Letter of Credit, followed by payment upon presentation of the said L/C at the bank, unless otherwise indicated on the invoice or agreed upon in an agreement.

- 7.2. CRV is at its own discretion entitled to invoice after full completion or periodically after partial completion of the order.

- 7.3. In the event client fails to pay the amounts due within the agreed period, client will owe statutory interest on the outstanding amount for the period during which the client was in default, without any notice of default being required. If the client continues to fail to pay the amounts due, CRV may proceed to take extrajudicial collection measures, the costs of which are at the expense of the client.

- 7.4. In the event of attributable failure by the client to perform its obligations pursuant to the agreement, CRV is entitled to suspend performance of its obligations under the agreement.



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7.5. CRV may amend the payment conditions if CRV is of the opinion that the client's financial position or payment conduct or the nature of the relationship with the client gives cause to do so.

## 8. Security

For the duration of this agreement CRV is entitled to demand security for payment. If this is not supplied to its satisfaction CRV is entitled to suspend its activities until such security has been provided within a period submitted by CRV in writing to client. If client fails to provide the necessary security within this period, CRV is entitled to terminate the part of the agreement, which has not yet been carried out by means of simple notification and without legal intervention. In that case the entire sum, or an amount of the invoice sum to be determined by CRV in proportion to the services already provided, will be immediately payable, plus an immediately payable penalty of 20%. This will not prejudice CRV's rights to demand compliance and/or further compensation.

## 9. Terms

9.1. All agreed terms for starting, delivery and execution of the order are indicative, even when client accepted them. CRV shall only be in default upon notification of default by client, providing CRV with a reasonable period to complete its obligations.

9.2. The terms for starting, delivery, execution or otherwise will automatically be extended (however, not exclusively) with a period during:

- any delays in the production for any reason whatsoever occur or other circumstances obstruct the performance of the obligations, e.g. limited availability of genetic material, in which case CRV will inform client forthwith;
- client is in default of its obligations towards CRV;
- client insufficiently co-operates with CRV in the execution of the agreement.

## 10. Delivery

10.1. Delivery shall take place on the basis of such ICC Incoterms 2020 as shall be agreed upon separately. Failing such agreement, the transaction shall be deemed to take place Ex Works Deventer, the Netherlands.

10.2. CRV reserves the right to arrange the time and method of dispatch at its own discretion unless CRV has expressly accepted other instructions from client. Expenditure arising from storage in the event of late dispatch, which is attributable to client, shall be charged in full to client from the eighth day after notification of CRV to client that the goods are ready for dispatch.

## 11. Cancellation of semen delivery

Client can cancel the agreement for the delivery of semen free of charge up to one week prior to delivery. In the event of cancellation within one week of the delivery of semen, the full costs will be charged.

## 12. Delivery to thirds

12.1. Client is not allowed to make available to any third party the by CRV delivered goods or rendered services without prior written consent of CRV.

12.2. Client cannot transfer the rights and obligations arising from agreements with CRV to any third party without CRV's prior written consent.

## 13. Packaging

13.1. CRV will take care of an adequate packaging of the sold products.

13.2. If the genetic material is supplied in a suitable container, the ownership of the container remains with CRV at all times. The container will be made available under the conditions as indicated in the documents and instructions accompanying the container. Client is not allowed to use the container for other purposes. Client shall according article 6.1.4. and within the period as mentioned in the documents and instructions accompanying the container, return at its own expense the container to CRV. CRV reserves the right to charge client for the costs of the container, should client fail to return the container to CRV within the aforesaid period. This provision will not be applicable if client bought the container.

## 14. Non-fulfilment

Where client fails in the performance of one of his obligations, be it imputable or not, or where he dies, applies for suspension of payments or makes an application for adjudication of bankruptcy; where his bankruptcy is applied for or where his business is shut down, liquidated or taken over in full or in part; where any of his assets is seized, where a deed of arrangement is offered or where as a result of the relevant provisions of the Social Insurance (Funding) Act, notice must be given of the inability to pay, this shall at discretion of CRV either be deemed to be a resolutive condition or a reason to suspend fulfilment on the part of CRV, or this shall entitle CRV, by means of an extra-judicial declaration, to cancel the agreement, notwithstanding any further rights to which CRV may be entitled. In such cases any claim against client shall be immediately payable in full, without CRV being liable for compensation or guarantee. In all cases where client has reasons to consider that he cannot fulfil his obligations towards CRV, client shall be obliged to inform its inability to CRV immediately. Failure to do so shall constitute cause for dissolution or suspension of the agreement as mentioned above.

## 15. Retention of title

15.1. Deliveries are made under retention of title. This retention applies with regard to demands for payment on any products supplied or to be supplied by CRV to client and/or activities carried out within the framework of the agreement, as well as any demands resulting from client failing to comply with this agreement.

15.2. CRV is in situations as described in article 14 entitled to repossess products which have been supplied and which have remained its property in accordance with the previous paragraph. As far as it is necessary, CRV is considered to have the irrevocable authorisation of client to remove these products (or have them removed) from the place where they are located.

15.3. Any products delivered by CRV that fall under the retention of title pursuant to paragraph 15.1 may not be sold on and may never be used as a means of payment. The client is not authorised to pledge or otherwise encumber the products covered by the retention of title.

## 16. Objects made available

16.1. All objects and/or data made available to client by CRV, such as but not limited to any documentation materials in whatever form accompanying a quotation, designs, carriers and software, do not become the property of client, unless expressly agreed upon otherwise. CRV expressly reserves these copyrights and remains fully entitled to make use of these objects at its own discretion. These materials may only be used by client within the scope of the order in question and shall not be made available to third parties without CRV's explicit written consent.

16.2. CRV will treat all objects and/or data made available to CRV by client as a careful guardian. Nevertheless, these products remain at client's own risk.

## 17. Guarantees

17.1. CRV guarantees that all products delivered or services rendered comply to all specifications as has been agreed upon with client. In the absence of such specifications all products and services will comply with the normal standards of good quality in the Netherlands.

17.2. If supplied materials, hardware or other products and/or software have been obtained from a supplier, only the provisions of the supplier's guarantee apply. In relation to these products CRV is under no obligation to provide any guarantee whatsoever.

17.3. All genetic material that was produced in the Netherlands complies to all requirements of the proper authorities and is produced under their supervision. No further guarantees are given.

## 18. Complaints

18.1. Complaints by client concerning default of fulfilment of the contract by CRV must be notified in writing within eight days after client noticed the default. Failure by client to declare default on the side of CRV within the specified time, results in the loss of any claims whatsoever in this respect. CRV is no longer under the obligation to investigate or to handle a complaint one year after receipt of the goods by purchaser. Should CRV choose to



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investigate or to handle a complaint despite the fact that it is under no obligation to do so, this is only done out of courtesy, out of which no rights for client can be construed.

- 18.2 The previous paragraph does not apply for the delivery of semen and/or embryos, where client is obliged to check the sketch and straw up front and after each insemination and/or transplantation session. In case of irregularities client is required to inform CRV within 48 hours.
- 18.3 In the event that CRV deems a complaint justified, CRV reserves the right of either renewed delivery or financial compensation. However, liability of CRV does not cover any consequential damages and is restricted as provided for in article 19.
- 18.4 With regard to the right to make claims, each delivery or service is to be considered as a separate transaction. Claims relating to a specific delivery or service in no way influence the preceding or subsequent transaction, regardless of whether these are carried out on the basis of the same agreement.
- 18.5 The fact that a complaint is being dealt with shall not suspend any payment obligations of client.
- 18.6 Upon request, client will make available to CRV and/or to third party designated by CRV any information, which CRV and/or the third party requires for the purpose of establishing possible losses. Client will ensure that the concerning products are kept available for this purpose, failure will result in the forfeiture of rights of client.

## 19 Liability

- 19.1 CRV can only be held liable on grounds of a culpable shortcoming if immediately and reliably informed in detail. This includes, among other things, imposing a reasonable deadline offering CRV a further opportunity to comply with our obligations. A precondition for any right to compensation is that client must always inform CRV in writing of the loss as soon as possible after it has arisen or become known, and in any case within eight working days of this point and within twelve months after delivery.
- 19.2 CRV's liability is limited to direct loss directly resulting from or connected with effecting a delivery and/or rendering services. As regards a shortcoming attributable to CRV, direct loss is understood to mean:
- the reasonable costs that client is required to incur to bring CRV's performance in line with the agreement;
  - reasonable costs incurred in determining the cause and extent of the loss, in so far as the determination relates to direct loss within the meaning of these terms and conditions;
  - reasonable costs incurred in preventing or limiting loss, in so far as client demonstrates that these costs led to the limitation of direct loss within the meaning of these terms and conditions.
- 19.3 In all other cases CRV only accepts liability in accordance with the provisions under paragraph 4 and article 18.4 and in as far as the losses for the case in question are covered by CRV's professional liability insurance plus the excess under that insurance. If, for any reason whatsoever, no payment is made under that insurance, all liability is limited to the amount charged by CRV to the client for the case in question up to a maximum of EUR 25,000,--.
- 19.4 Notwithstanding the provisions in article 18.4, CRV accepts no liability for unforeseen and uncontrollable gestation periods, unforeseeable and uncontrollable infectious cattle disease(s), and the quality level and health of semen, embryos or cattle used by CRV in the performance of its obligations. CRV accepts no liability for loss that is in any way related to the presence (or absence) of undesired (or desired) hereditary characteristics of the cattle, semen and embryos used in the performance of the agreements. CRV accepts no liability for loss resulting from the transfer of diseases to animals, or for property damage that is not the result of damage to, destruction of or loss of objects, including animals.
- 19.5 CRV does not guarantee the actuality, quality, completeness and correctness of the breeding values that it calculates and publishes. CRV therefore accepts no liability for any damage (direct or indirect) resulting

from the use of these breeding values, unless these are due to intent or gross negligence on the part of CRV. This also applies if CRV uses these breeding values for its services, including bull advice and semen sales.

## 20 Force majeure

- 20.1 Force majeure, understood as any circumstance outside the will and control of CRV or of any of the parties called in by CRV for the performance of this agreement, whether or not foreseeable at the time of entering into the agreement, as a result of which fulfilment cannot reasonably be demanded of CRV, shall give CRV the right to suspend its obligations. Force majeure shall be understood among other things (but not exclusively) as: shortage of genetic materials, production or transport disruptions of any nature whatsoever such as: strikes, lock-out or lack of staff, quarantine, epidemics, mobilization, martial law, war, riots, hindrance or stoppage of supply by land, sea or air, hold-ups due to frost, default of third parties called in by CRV for the execution of the agreement, as well as impediments caused by official measures.
- 20.2 Where a situation of force majeure occurs on the part of CRV, CRV shall inform client as quickly as possible and report to client on whether performance is still possible and if so, within what period.
- 20.3 Where performance is impossible, or only temporarily impossible, but cannot take place within three months, parties shall be entitled to cancel the agreement by notifying the other party in writing, without one party having any claim to compensation against the other. With regard to the part of the agreement already executed by CRV, client shall still be liable for payment.
- 20.4 In case insufficient genetic material is available on time, CRV is entitled to make client an alternative offer of equal quality.

## 21 Intellectual property rights

All intellectual property rights relating to all materials, information, databases, software, hardware or otherwise, as well as the preparatory material for the above, which is being or has been developed or made available pursuant to this agreement will remain exclusively with CRV or its licensors. The client will be offered the non-exclusive and non-transferable right to use software unless expressly agreed otherwise.

## 22 Privacy

- 22.1 If CRV in the objective of this agreement or otherwise processes Data (persoonsgegevens), this occurs under the General Data Protection Regulation, hereinafter referred to as: "GDPR".
- 22.2 CRV processes personal data, as set out in CRV's privacy statement. See (<https://crv4all.nl/nl/service/privacystatement>).
- 22.3 Client will obey all obligations as The responsible party for dataprocessing (verantwoordelijke) and The data processor (bewerker) according to the GDPR.
- 22.4 Client shall indemnify CRV for all claims of third parties arising out of the non-compliance by client of its obligations as The responsible party for dataprocessing and The data processor according to the GDPR.

## 23 Data supply

- 23.1 On request and if possible CRV will supply to client all data (gegevens) necessary for the delivery of products or the performance of services.
- 23.2 CRV will make every reasonable effort to ensure the completeness, accuracy and topicality of the supplied data.
- 23.3 CRV therefor will take all reasonable measures concerning the input, the processing and the supply of the data, and controlling the completeness, accuracy and topicality of the databank(s).

## 24 Partial invalidity

Where one or more provisions of these terms or the agreement are in violation of the law, the validity of other provisions or requirements shall not be affected thereby and shall be enforced and remain in full force and effect. In the place of those null or invalid provisions a suitable regulation



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shall apply which approximates as closely as possible with the intention of the parties and the economic result aimed for by them in a legally effective way.

## **25 Place of performance, applicable law and competent court**

25.1 The place for the performance of client's obligations is CRV's place of business.

25.2 This agreement and all further agreements arising therefrom shall be governed by and construed in accordance with the laws of the Netherlands.

25.3 If the client is a party with its registered office in the Netherlands and which is directly or indirectly affiliated with Coöperatie Royal CRV u.a., the dispute resolution procedure as laid down in the relevant company's articles of association and fleshed out in more detail in the Disputes Committee Regulations (Reglement Geschillencommissie) will be followed in the event of disputes between the parties that cannot be amicably resolved. The dispute resolution procedure does not exclude conflict mediation or the civil court. All disputes will be submitted to the competent court in Arnhem, the Netherlands.

25.4 All extra-judicial and judicial costs, internal as well as external, incurred by CRV being involved in any way in a judicial procedure, proven to be justified, against client, both as plaintiff and defendant, will be borne by client: the extra-judicial collection costs to be determined in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), the judicial costs are to be determined by the actual amount paid by CRV relating to the proceedings, even where this exceeds the liquidated legal costs.