



The Meat Market BV

GENERAL TERMS AND CONDITIONS OF DELIVERY ARTICLE 1: DEFINITIONS

Paragraph 1

In these general terms and conditions, the following definitions apply:

Supplier: The Meat Market B.V., established in Rotterdam, as well as all its affiliated companies;

Client: the other party of the Supplier, who purchases the goods and services referred to in paragraph 2 of this article.

Paragraph 2

Where these general terms and conditions refer to "goods", this is understood to mean both the goods to be delivered by the Supplier and services to be provided by the Supplier.

Paragraph 3

Where these general terms and conditions refer to an internationally defined clause, such a clause shall be understood within the meaning of the INCOTERMS most recently published by the International Chamber of Commerce.

ARTICLE 2: APPLICABILITY

Paragraph 1

Unless otherwise agreed in writing, these "general terms and conditions"

apply to any agreement between the Supplier and the Buyer, including but not limited to agreements relating to the delivery by the Supplier of meat, meat products and other related goods.

Paragraph 2

The provisions of the previous paragraph also apply to further or supplementary agreements between the Supplier and the Client, in which the applicability of these "general terms and conditions" has not been expressly invoked.

Paragraph 3 The applicability of any general terms and conditions of delivery used by the Client is expressly rejected, which rejection the Client accepts together with the acceptance of the present terms and conditions.

ARTICLE 3: OFFERS / CONCLUSION OF AGREEMENT

Paragraph 1

All offers in whatever form are non-binding for the Supplier, are open for acceptance by the Client for a period of 48 hours and are based on delivery under normal circumstances and in normal working hours.

Paragraph 2

If a non-binding offer is accepted, the Supplier has the right to revoke the offer within two days of receipt of the acceptance.

Paragraph 3

An agreement shall only be concluded after the order given by the Client has been confirmed in writing by the Supplier.

Paragraph 4

Agreements with or commitments by representatives or subordinates of the Supplier are not binding on the Supplier, unless these agreements or commitments are confirmed in writing by the Supplier, or the Supplier has demonstrated its acceptance by

actually making a start on the implementation of those agreements or commitments to the Client.

ARTICLE 4: NATURE AND SCOPE OF THE AGREEMENT

Paragraph 1

The Supplier's order confirmation and, in the absence thereof, the Supplier's offer is binding on the nature and scope of the agreement.

Paragraph 2

The contract shall cover only the supply of those goods and services which have been expressly agreed.

Paragraph 3

The Supplier shall not be bound by any deviation from or addition to the nature and scope of the agreement as described in the order confirmation, and in the absence thereof of the Supplier's offer, or as otherwise initially agreed, unless expressly

agreed in writing between the parties, or the Supplier demonstrates its acceptance of such deviation or addition by actually showing to the Client to commence the implementation of that amendment or addition. If a deviation or addition to the nature and scope of the agreement has been agreed, the Supplier is entitled to adjust the agreed price, method of delivery and delivery time, as well as other

parts of the agreement to the agreed changes. If such an addition or deviation leads to a longer delivery time, the Supplier will in no case be liable for fines and/or damage due to exceeding the deadline.

Paragraph 4

Without prejudice to the other provisions of these general terms and conditions, and unless expressly agreed otherwise in writing, the Client cannot derive any rights and/or claims against the Supplier from deviations from an agreed quantity or weight of 1% or less

ARTICLE 5: PRICE

Paragraph 1

The prices specified or agreed by the Supplier are based on delivery free of charge (DDP) and exclusive of VAT, unless explicitly stated or agreed otherwise. The Supplier will not acknowledge any exemption from any tax or levy whatsoever, unless the Client provides the Supplier with a proper certificate of exemption from the relevant tax.

Paragraph 2

The price(s) quoted in the offer, or the agreed price(s), shall be based on the factors determining costs at that time. If, during the period between the date of conclusion of the agreement and the date of delivery, the prices of raw materials, materials, equipment, energy, wages, social security contributions, taxes and/or other cost-determining factors, including the prices charged to the Supplier by subcontractors, undergo changes, the Supplier is entitled to change the prices offered or agreed accordingly.

Paragraph 3

Unless otherwise agreed in writing, the Supplier's prices are indicated in Euro. The exchange rate risk shall be borne by the Customer.

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Paragraph 4

The Supplier is entitled to charge the costs associated with the Supplier's obligation to take back and/or process packaging material separately, i.e. above the agreed price(s). Paragraph 5

Packaging material that is eligible for reuse, such as crates, etc., remains the property of the Supplier at all times and must be returned to the Supplier by the Customer. If the Client fails to do so, the Supplier shall be entitled to charge the Client for all costs associated with the replacement of the material in question. For CBL crates, these costs consist of the original purchase price plus the additional costs paid by the Supplier to the Customer since the provision of the vehicle.

ARTICLE 6: DELIVERY TIME

Paragraph 1

The delivery time commences on the day on which the agreement is concluded, unless otherwise indicated.

Paragraph 2

Specified delivery times are never to be regarded as strict deadlines. Mere exceeding of the delivery time does not entitle the Client to compensation, dissolution or termination of (part of) the agreement.

Paragraph 3

The Supplier is always entitled to make partial deliveries and, in connection with this, to send partial invoices.

Paragraph 4

If the goods have not been taken over by the Client after the expiry of the delivery period, they will remain stored at the Client's disposal at its expense and risk, but the Supplier is also entitled in that case to dissolve the agreement by means of a written statement and to claim full compensation, or to claim release of its obligation in court. In that case, the Supplier is also entitled to sell the goods to third parties after three days have elapsed after the offer has elapsed to the Client. In the latter case, the proceeds of those goods will replace those goods up to a maximum of the agreed price, on the understanding that the Supplier is entitled to deduct all costs and damage incurred by it from that proceeds or to set them off against that revenue, without prejudice to the right of the Supplier to hold Customer liable for all costs and damages in any other way, and all this is without prejudice to any other rights that the Supplier may have against the Client in that case.

Paragraph 5

If, in the case of an agreed delivery of goods of a type, these have not been taken by the Client after the delivery period has expired, the Supplier is entitled to designate the goods intended for delivery, in which case the Supplier, after notifying the Client, is only obliged to deliver these goods, without prejudice to the Supplier's authority to deliver other goods that comply with the obligation, and without prejudice to the provisions of the preceding paragraph.

ARTICLE 7: FORCE MAJEURE

Paragraph 1

Force majeure is understood to mean any event or circumstance beyond the control of the Supplier that permanently or temporarily prevents performance of the agreement.

Paragraph 2

In the event of force majeure, the seller is released from all its obligations towards the Customer, without being liable to pay any form of compensation (including expressly including consequential damage) to the Customer. In the event of temporary force majeure, the mutual obligations of

the part of the contract that has not yet been performed will be suspended for a maximum of 30 days. After that period, each of the parties has the right to dissolve the agreement, without being able to claim compensation against the other party.

ARTICLE 8: DELIVERY AND ACCEPTANCE

Unless otherwise agreed, delivery of goods will take place free of charge (DDP). If the Client collects the goods to be delivered from the Supplier (or at a place indicated by the Supplier), delivery of goods will take place ex warehouse (EXW), in which case the goods will be deemed to have been delivered by the Supplier and accepted by the Client as soon as the goods have been offered to the Customer.

ARTICLE 9: TRANSFER RISK

The goods to be delivered are at the expense and risk of the Client from the time of delivery as referred to in the previous article.

ARTICLE 10: QUALITY, INSPECTION, SHORTCOMINGS, COMPLAINTS

Paragraph 1

The goods delivered by the Supplier are considered to be sound if they meet the statutory veterinary quality requirements that apply at the time of the conclusion of the agreement at the location of the Supplier's establishment or meet the specifications expressly agreed otherwise between the Supplier and the Client.

Paragraph 2

Weight loss due to refrigeration or freezing shall not be considered a deficiency.

Paragraph 3

The Client must examine the delivered goods for completeness and soundness immediately after delivery.

Paragraph 4

Complaints must be made in writing within 24 hours of delivery, stating the reasons, if the complaint relates to sensorially perceptible defects. This is an expiry period.

Paragraph 5

Complaints due to defects that are not perceptible to the senses must be made in writing, stating the reasons within 10 days of delivery. This is also an expiry period.

Paragraph 6

Complaints relating to the shelf life of products that have been provided with an expiry date may, contrary to the previous paragraphs, be made up to that expiry date,

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provided that the Customer demonstrates that he has continuously stored the product in question in accordance with the conditions attached to that shelf-life guarantee and that the products in question are still in the original packaging.

Paragraph 7

Within 8 days of the reports referred to in paragraphs 4, 5 and 6, an investigation report drawn up by a recognised and independent expert must be submitted, showing the accuracy, nature and extent of the defects, failing which the Client will not be able to assert any claims against the Supplier in respect of those complaints.

Paragraph 8

If the Supplier accepts a complaint from the Client, the Supplier shall, at the Supplier's discretion, remedy the defect free of charge by supplementing or replacing it, or credit the Client for the part to which the shortcoming relates. The Supplier is only obliged to fulfil the obligations referred to in the previous sentence if and insofar as the Client demonstrates that the alleged defects or shortcomings are the result of circumstances attributable to the Supplier. If desired, the Supplier is entitled to conduct its own investigation into the nature, extent and cause of an alleged shortcoming, in which case the Client is obliged to provide all cooperation desired by the Supplier, failing which the Client will not be able to assert any claims against the Supplier in respect of the alleged shortcomings.

Paragraph 9

In the event of a circumstance as referred to in this article, the Client will only be able to dissolve the agreement concluded with the Supplier if the Client demonstrates that the alleged shortcomings are attributable to the Supplier and only after the Client has offered the Supplier a reasonable period of time to remedy the alleged defects in an acceptable manner, taking into account in all circumstances, and also only if the maintenance of the agreement cannot reasonably be expected of the Client.

Paragraph 10

Complaints regarding the amount of invoices sent by the Supplier must be reported in writing within 8 days of the invoice date, which period shall be deemed to be the expiry period.

Paragraph 11

The Supplier shall never be liable to the Client for damage up to an amount higher than the amount of the purchase price of the goods or services supplied, including any damage to goods other than the goods supplied, personal injury and consequential damage.

The Client indemnifies the Supplier against all claims by third parties on the basis of a defect in a good. The customer must insure himself adequately against the usual risks from the moment of delivery.

ARTICLE 11: RETURNS

Paragraph 1

Return shipments of which the shipping costs have not been paid in advance by the Customer will not be accepted by the Supplier. Return shipments for which the shipping costs have been paid in advance by the Customer will only be accepted by the Supplier after prior

written consent.

Paragraph 2 The acceptance of any return shipments does not imply acceptance by the Supplier of any reason for return stated by the Customer.

ARTICLE 12: RETENTION OF TITLE

Paragraph 1

The Supplier retains ownership of all goods delivered by it to the Client, including goods already paid for, until the purchase price for all delivered goods has been paid in full.

Paragraph 2

If the Supplier has performed work to be compensated by the Client for the benefit of the Client within the framework of the agreement concluded with the Client, the reserved ownership shall also apply until the Client has also paid this claim of the Supplier in full.

Paragraph 3

The reserved title also applies to claims that the Supplier may obtain against the Client as a result of the Client's failure to fulfil one or more of its obligations towards the Supplier.

Paragraph 4

As long as the ownership of the delivered goods has not been transferred to the Client, the Client may not pledge the goods or grant any other right thereto to a third party, except for the provisions of the following paragraph of this article.

Paragraph 5

The Client undertakes not to assign or pledge claims it obtains against its customers to third parties without the prior written consent of the Supplier. The Client further undertakes to pledge the aforementioned claims to it as soon as the Supplier expresses its wish to do so in the manner indicated in Article 3:239 of the Dutch Civil Code, as additional security for all claims of the Supplier against the Client for whatever reason.

Paragraph 6

The Client is obliged to keep the goods delivered subject to retention of title with due care and as recognisable property of the Supplier.

Paragraph 7

The Client is obliged to insure the goods against fire, explosion and water damage, as well as against theft, for the duration of the reserved ownership and to make the policies of this insurance available for inspection to the Supplier on first notice.

Paragraph 8

All claims of the Client against the insurers of the goods under the said insurance policies shall, as soon as the Supplier indicates that it wishes to do so, be pledged by the Client to the Supplier in the manner indicated in Article 3:239 of the Dutch Civil Code, as security for all claims of the Supplier against the Client for whatever reason.

Paragraph 9

If the Client fails to comply with its obligations towards the Supplier or the Supplier has good reason to fear that the Client will fail to fulfil those obligations, the Supplier is entitled to take back the goods delivered subject to retention of title. After repossession, the Client will be credited for the market value, which will in no

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case be higher than the original purchase price, less the costs incurred on the repossession, and without prejudice to all other rights to which the Supplier is entitled in that case, including the right to set-off against any damage suffered by the Supplier.

ARTICLE 13: RETENTION OF TITLE IN GERMANY (EIGENTUMSVORBEHALTEN IN DEUTSCHLAND)

Contrary to the provisions of the preceding article, the following applies with regard to goods delivered by the Supplier to customers established in Germany: (In Abweichung vom im vorgehenden Artikel Festgelegte, gilt bezüglich der vom Lieferanten an in Deutschland etablierte Abnehmer gelieferten Sachen folgendes:)

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die dem Lieferanten aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer zustehen.

Das Eigentum des Lieferanten streckt sich auch auf die durch Verarbeitung der Vorbehaltswaren entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für den Lieferanten her und verwahrt sie für ihn. Hieraus erwachsen ihm keine Ansprüche gegen den Lieferanten.

Bei Verarbeitung eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen. Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

ARTICLE 14: PAYMENT

Paragraph 1

Unless otherwise agreed in writing and without prejudice to the provisions of the following paragraphs of this article, payments to the Supplier must be received by the Supplier within 28 days of the invoice date. The Client is in default, without notice of default being required, from the first day after the payment term has expired.

Paragraph 2

The Client is not entitled to set-off.

Paragraph 3

If the Client has issued an authorization for (automatic and/or continuous) direct debit, the Supplier is entitled to

have this direct debit carried out on the first working day after the due date of the invoice as referred to in paragraph 1 of this article.

Paragraph 4

The Supplier shall at all times be entitled to require full or partial payment in advance for each delivery or partial delivery.

Paragraph 5 If the Supplier allows payment of the principal sum or part thereof in instalments in respect of certain goods to be delivered or supplied, the turnover tax on the total amount of the fee shall be due and payable at the same time as the first instalment, unless otherwise agreed in writing.

Paragraph 6

The costs for the account of the Supplier, advanced by the Client, will be settled upon payment of the last instalment.

Paragraph 7

The Supplier shall at all times be entitled, before delivering, or continuing with delivery, to require the Client to provide adequate security for the fulfilment of all or part of its payment obligations.

Paragraph 8

The Supplier is entitled to suspend further deliveries if the Client fails to comply with its payment obligations, or fails to comply with its obligation to provide security or otherwise fails to fulfil one or more of its obligations towards the Supplier, even if a fixed delivery time has been agreed, all this without prejudice to the Supplier's right to dissolve the agreement in that case and/or to pay full compensation. and without prejudice to the rights otherwise vested in the Supplier in that case.

Paragraph 9

Unless expressly agreed otherwise, all payments, by whatever name, made by the Client shall be made in the first place to reduce the costs, then to reduce the interest accrued and finally to reduce the principal amount of the invoice left unpaid, whereby, in the event that several invoices have remained unpaid, the payments shall in the first place be deducted from the principal amount of the invoice of the oldest date.

Paragraph 10

If the Client does not pay within the agreed period, the Client will be in default by operation of law and will owe the Supplier interest equal to the statutory interest from the due date of the unpaid invoice(s) without notice of default, plus 2% on the outstanding amount.

Paragraph 11

If the Client is in default pursuant to the provisions of paragraph 10 of this article, from that moment on all outstanding claims with the Supplier against the Client shall be immediately due and payable.

Paragraph 12

In the event of payment by means of bills of exchange and cheques, exchange and cheque costs shall be borne by the Client. The same applies to cash on delivery costs.

ARTICLE 15: EXTRAJUDICIAL AND JUDICIAL COSTS

All extrajudicial and judicial costs to be incurred by the Supplier in connection with the collection of claims against the Client shall be borne by the Client, whereby the extrajudicial costs shall be calculated in proportion to the

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principal amount to be claimed or in proportion to the value of the performance otherwise to be claimed from the Client, in the manner indicated below, on the understanding that these will amount to at least € 150, as well as on the understanding that the Supplier is at all times entitled to claim the extrajudicial costs actually incurred by it, insofar as they exceed the amount calculated in the following manner. The extrajudicial costs amount to 15% of the principal amount(s) to be claimed with interest, or on the value of the performance otherwise to be claimed from the Client. If the Client does not take delivery in time, and the Supplier is therefore obliged to store it, the Client will be charged storage costs in addition to the aforementioned extrajudicial costs. The storage and financing costs are € 0.02/kilo/day.

ARTICLE 16: LIABILITY

Paragraph 1

Subject to the provisions of Article 10 of these General Terms and Conditions, the Supplier shall never be liable for any damage whatsoever, except in the event of intent or gross negligence and except if and insofar as this is contrary to provisions of mandatory law.

Paragraph 2

Without prejudice to the provisions of the preceding paragraph, any liability on the part of the Supplier for trading loss or other indirect damage is expressly excluded.

Paragraph 3

Without prejudice to the provisions of the previous paragraphs, in the event of any liability on the part of the Supplier, an obligation to pay compensation shall at all times be limited to the price agreed with the Client in the agreement excluding the price of the Supplier. VAT, on the understanding that, if the agreement relates to partial deliveries, or the Supplier has made use of its right to have the delivery take place in parts, in that case an obligation on the Supplier to pay compensation will at all times be limited to the price relating to that part of the agreement, with which the claim is closely related, on the understanding that an obligation to pay compensation will at all times be limited to € 25,000.

Paragraph 4

The Client must notify the Supplier in writing within a reasonable period of time after discovering the damage, failing which the Client will no longer be able to assert any claims against the Supplier in respect of that damage. In that case, the Client must also cooperate fully with the Supplier in any investigation by the Supplier into the nature, extent and cause of the alleged damage, on pain of forfeiture of any claims by the Client against the Supplier in respect of that damage.

Paragraph 5

Without prejudice to the provisions of the previous paragraphs of this article, any right of action of the Client against the Supplier shall lapse one year after the occurrence of damage or the commencement thereof.

ARTICLE 17: GENERAL FOODSTUFFS REGULATION

The Client is obliged to strictly comply with all obligations

arising for the Buyer from Regulation (EC) No 178/2002 of the European Parliament and of the Council of 28 January 2002 (General Food Law) and regulations based on it. The Client indemnifies the Supplier against all claims from third parties, including government agencies, if and to the extent that the Client does not strictly comply with the aforementioned regulations.

ARTICLE 18: PROOF OF RECORDS

Unless proven otherwise, the information contained in the Supplier's records is decisive in respect of the agreement.

ARTICLE 19: SUSPENSION AND DISSOLUTION

Paragraph 1

Without prejudice to the provisions of the previous articles regarding suspension and dissolution, the Supplier shall be entitled, if the Client does not comply with one of its obligations under the agreement concluded between the Supplier and the Client, if the Client does not comply with any of its obligations under the agreement concluded between the Supplier and the Client, if there is serious doubt as to whether the Client can fulfil its obligations under the aforementioned agreement, in the event of bankruptcy, suspension of payments, guardianship, shutdown, liquidation of the Client, full or partial transfer, or (silent) pledging of its business or of a significant part of the business assets or business claims, or attachment at the expense of the Client, or without notice of default or judicial intervention, the agreement for a maximum of 6 months, or, if not yet executed, to dissolve them, whereby the Supplier's right to compensation for the damage or loss of profit suffered by it remains unaffected.

Paragraph 2

In the event of dissolution, as referred to in the previous paragraph, the agreed price payable to the Supplier, after deduction of what has already been paid and the costs not yet incurred by the Supplier, shall become immediately due and payable.

Paragraph 3

In the cases referred to in the first paragraph, all outstanding claims that the Supplier has against the Client at that time will be immediately due and payable in full.

ARTICLE 20: INTEGRITY STATEMENT

Paragraph 1

The Client is not permitted to supply goods involved by the Supplier to countries or persons sanctioned by the European Union.

Paragraph 2

It is not permitted to offer money or goods to persons working for or for the Supplier that exceed an amount of € 50, unless prior written permission has been obtained from the Supplier.

ARTICLE 21: DUTCH TEXT BINDING

If these general terms and conditions are or will be drawn up in a foreign language, the Dutch text and interpretation

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of these general terms and conditions will always be decisive in the event of any deviation from the Dutch text or in the event of a difference of opinion about the meaning and/or interpretation of any clause.

ARTICLE 22: (PARTIAL) NULLITY

If and to the extent that one of the provisions of these general terms and conditions is null and void or voidable, the provision permitted by law must be read for that provision that is most in accordance with the intention of the parties as it appears from the void or voidable provision and the other provisions remain in full force.

ARTICLE 23: DISPUTES / APPLICABLE LAW

Paragraph 1

All agreements to which these general terms and conditions apply in whole or in part are governed by Dutch law, with the exception of the Vienna Sales Convention, on the understanding that insofar as a delivery relates to a customer established in Germany, German law is applicable as far as the German law stipulated in Article 13 of these general terms and conditions is concerned.

Paragraph 2

All disputes shall be settled in the first instance by the competent court of the District Court of Central Netherlands, without prejudice to the right of the Supplier to sue the Customer before the competent court in accordance with the ordinary rules of law.

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