

**General Conditions of Sale of FrieslandCampina Cheese (Specialties), part of FrieslandCampina Cheese & Butter B.V., Amersfoort, in addition to the General Conditions of Sale of Royal FrieslandCampina N.V. and its subsidiaries, the latter being filed at the Chamber of Commerce under number 11057544**

**Definitions**

The following terms and definitions apply in these general conditions:

1. FrieslandCampina Cheese: the Cheese (Specialties) options and related operating units within FrieslandCampina Cheese & Butter B.V.;
2. purchaser: any legal or physical person requesting that FrieslandCampina Cheese to deliver one or more goods, entering into an offer by FrieslandCampina Cheese or placing an order with FrieslandCampina Cheese, regardless of whether an agreement ultimately arises;
3. goods: unsliced whole cheeses, including individual cheese, sold by FrieslandCampina Cheese;
4. agreement: the agreement arising between FrieslandCampina Cheese and the purchaser by written confirmation by FrieslandCampina Cheese of acceptance of offers and/or orders.

**1. Applicability**

- 1.1. All offers, sales and deliveries by FrieslandCampina Cheese to purchasers and all agreements on the subject thereof and related thereto are exclusively subject to these conditions, in addition to the General Conditions of Sale of Royal FrieslandCampina N.V., filed with the Chamber of Commerce under number 11057544.

**2. Differing quantity**

- 2.1. If a particular quantity in units is agreed on for sale and purchase, FrieslandCampina Cheese will not be in default of fulfilling the agreement if the quantity delivered does not deviate by more than 5% (above or below) the quantity ordered. In the case of such difference, the actual quantity delivered will be invoiced.
- 2.2. If the quantity delivered in units deviates by a percentage greater than 5% (above or below) the quantity ordered, the purchaser must communicate the difference and confirm it in writing no later than the first business day following the date of delivery, before 9:00am, indicating the goods delivered, quantity of goods actually received versus quantity indicated on the waybill. If the difference is indicated at a later time, the purchaser will no longer be entitled to appeal the invoiced and actually delivered quantity or claim subsequent delivery of the insufficient quantity delivered.

**3. Difference in weight of naturally ripened cheese**

- 3.1. In the case of free delivery, the delivery weight of unpackaged naturally ripened cheese as determined by FrieslandCampina Cheese and stated on the waybill is binding on the purchaser unless a difference is observed in the event of weighing by the purchaser immediately after arrival at the location in question and the purchaser reports it writing to FrieslandCampina Cheese no later than the next business day after the arrival of the unpackaged naturally ripened cheese and sends the weighing list along from the location in question.
- 3.2. If the situation as described in article 3.1 occurs, a weight difference up to and including a maximum of 0.20% will not result in settlement. If the weight difference is more than 0.20% and the purchaser's complaint is found to be justified by the delivering location, the difference consisting of the weight difference starting at 0.10% will be compensated.

**4. Loading height**

- 4.1. The maximum loading height for transport by or on behalf of the purchaser will be agreed on by FrieslandCampina Cheese and the purchaser. Foil-ripened cheese will be delivered in a case or separately on pallets. If foil-ripened cheese is placed separately on pallets, the pallets may not be stacked.

**5. Complaints**

- 5.1. Contrary to article 13 of the General Conditions of Sale of Royal FrieslandCampina N.V., filed with the Chamber of Commerce under number 11057544, the following complaint rule applies.
- 5.2. If the goods delivered have defects that endanger food safety or are at risk of endangering food safety, the purchaser must immediately inform FrieslandCampina Cheese. The same applies for complaints from customers regarding food safety that have been acknowledged by the purchaser. The following applies in all other cases.
- 5.3. If the goods delivered show observable defects on receipt, including observable rind and/or form defects or dairy defects, the purchaser must claim these in writing from FrieslandCampina

- Cheese no later than 2 (two) business days after delivery, failing all claims by the purchaser against FrieslandCampina cheese in that regard will lapse.
- 5.4. Regarding hidden defects, including hidden rind and/or form defects or dairy defects, these must be claimed from FrieslandCampina Cheese within 2 (two) business days after they are observed, failing which all claims will lapse.
- 5.5. Claims regarding rind and/or form defects or dairy defects are possible only if all conditions stated below are fulfilled:
- to a particular age, the usual drying has occurred and the cheese has undergone a sufficient number of treatments with cheese plastic during storage with the purchaser, equally divided over both sides;
  - conditioned ripening has occurred and a dry rind has developed;
  - for each type of cheese, the maximum loading height indicated in article 4 has been observed, unless agreed otherwise in advance;
- the above being in accordance with standards in use at that time, applicable to prevent rind and/or form defects or dairy defects.
- Expiry dates for rind and/or form defects for unpackaged naturally ripened cheese**
- 5.6. All claims against FrieslandCampina Cheese regarding rind and/or form defects for the following unpackaged naturally ripened cheese will lapse as follows:
- for Maasdam:  
8 weeks after production date
  - for Amsterdam:  
5 weeks after production date
  - for cheese loaf 2.5/4.5kg:  
5 weeks after production date
  - for Cheese with added flavouring:  
5 weeks after production date
- 5.7. For other cheese products not mentioned under 5.6, the liability for rind and/or form defects will lapse 6 weeks after the production date.
- Expiry date for dairy defects for unpackaged naturally ripened cheese**
- 5.8. All claims against FrieslandCampina Cheese regarding dairy defects will lapse for the following unpackaged naturally ripened cheeses as follows:
- for Gouda 4.5kg.:  
24 weeks after production date
  - for Maasdam:  
8 weeks after production date
  - for Amsterdam:  
5 weeks after production date
  - for cheese loaf 2.5/4.5kg:  
8 weeks after production date
  - for Proosdijkaas:  
24 weeks after production date
  - for Cheese with added flavouring:  
5 weeks after production date
  - for Cheese with reduced salt and/or fat:  
24 weeks after production date
- 5.9. For other cheese products not mentioned under 5.8, the liability for dairy and/or other defects will lapse 52 weeks after the production date.
- Expiry date for foil-ripened cheese**
- 5.10. All claims against FrieslandCampina Cheese regarding dairy defects will lapse for the following foil-ripened cheeses as follows:
- for foil-ripened Maasdam:  
12 weeks after production date
  - for foil-ripened Emmental:  
10 weeks after production date.
- 5.11. Contrary to article 5.10, a period of 16 weeks after the production date applies for other foil-ripened cheeses.
- 5.12. Any other claim against FrieslandCampina Cheese will lapse by the mere passing of one year from the time of delivery or the time that delivery should have occurred.
- 5.13. In the event of a justified and timely claim, FrieslandCampina Cheese will either re-deliver at no cost or credit the purchaser in whole or in part for the unsatisfactory products, at FrieslandCampina Cheese's option. These conditions apply to re-delivery.
- 6. Sale, delivery to third parties**
- 6.1. Contrary to the last sentence of article 12 of the General Conditions of Sale of Royal FrieslandCampina N.V., filed with the Chamber of Commerce under number 11057544, FrieslandCampina Cheese will pay reasonable compensation to a maximum of the invoice value of the goods in question, unless the purchaser is already compensated otherwise.
- 6.2. The purchaser is required to impose the provisions of article 6.1 and article 12 mentioned therein on its purchasers as a transfer provision. If and inasmuch as the purchaser does not impose these provisions as a transfer provision on its purchasers, or said purchasers do not fulfil the transfer provision thus imposed on them, the purchaser will be liable for all damage incurred by FrieslandCampina Cheese as a result and will hold FrieslandCampina Cheese entirely harmless in that respect.
- 7. Storage, keeping and transport of cheese**
- 7.1. Any claim by the purchaser against FrieslandCampina Cheese will be excluded if the storage, keeping and/or transport of the cheese by the purchaser occurs in violation of standards of supervision and care set by practice and legal regulations and the storage notice as included in the specifications issued by FrieslandCampina Cheese to the purchaser.
- 7.2. In particular, the purchaser engages to FrieslandCampina Cheese that it will comply with all obligations regarding the storage, keeping and transport of cheese as described in the Cheese Agricultural Quality Programme (or one or more government rulings replacing it) and to take into account local climatological and/or meteorological conditions that are relevant in practice.

Storage of cheese with a natural rind during ripening should occur in a conditioned warehouse/store under the usual conditions in effect at that time regarding temperature and moisture, with periodic inspection in relation to the type of cheese, with temperature, relative humidity and rind development being documented in the purchaser's warehouse log at each periodic inspection.

These General Conditions of Sale are filed at the Chamber of Commerce under number 31016313.