



Université
de Lomé



MISE EN PLACE D'UNE UNITE DE DEMONSTRATION DU SYSTEME "PATIO"

00427

CONVENTION DE PARTENARIAT N° _____ /2021/ED/UL-CERSA/F/BM
(Courrier n°1423/MEF/DNCMP/DSMP&DAJ du 28 mai 2021 autorisant l'entente directe)

PARTENAIRE : VENCOMATIC GROUP B.V

MONTANT TOTAL HTVA : 125 274 314 F CFA SOIT 190 979,32 EUR

MONTANT A PAYER A VENCOMATIC : 51 878 760 F CFA SOIT 79 088,66 EURO

DELAI D'EXECUTION : TROIS (03) ANS

PAIEMENT AU COMPTE : 11 35 51 010- Rabobank
: BIC : RABONL2U
: IBAN : NL14RABO0113551010

IMPUTATION BUDGETAIRE : Crédit IDA 65120-TG
: 5 530 0412117101063300009803160211112
: « Recherches en vue de la valorisation des ressources humaines »
: Budget de l'Etat, exercice 2021

ENTRE LES SOUSSIGNÉS

L'Université de Lomé agissant pour le compte du Centre d'Excellence Régional sur les Sciences Aviaires de l'Université de Lomé (CERSA - UL), ci-après dénommée « le Centre », 01BP 1515 Lomé 1, (Togo), représenté par son président, **Professeur Dodzi Komla KOKOROKO**, dûment autorisé à cette fin tel qu'il le déclare,

d'une part,

ET

La société **VENCOMATIC Group B.V** ci-après dénommée «Vencomatic» dont le siège est situé à Meertheide (Pays bas) BP : 160, Tél: +31 (0)497 517380, e-mail : info@vencomaticgroup.com, représentée par sa Directrice générale, **Madame Van de VEN Lotte**, dûment autorisée à cette fin tel qu'elle le déclare,

d'autre part,

Collectivement désignées les « parties » et individuellement la « partie ».

IL A ÉTÉ PRÉALABLEMENT EXPOSÉ CE QUI SUIT :

Considérant que le Centre d'Excellence Régional sur les Sciences Aviaires de l'Université de Lomé (CERSA-UL) est un centre qui œuvre dans la recherche-développement et la formation dans les domaines des sciences et productions avicoles ;

Considérant que Vencomatic Group B.V est une société multinationale active dans la fabrication des systèmes de production appelés « Patio » ;

Considérant que Vencomatic entend fournir et installer à l'Université de Lomé un système « Patio » suivant les caractéristiques techniques, que cette unité de démonstration sera installée dans un poulailler dont les dimensions seront ajustées suivant la proposition technique Vencomatic

Convaincu que ce partenariat entre le CERSA-UL et Vencomatic Group B.V, permettra de promouvoir des relations et des échanges efficaces, pour la promotion et le développement de la production avicole,

IL A ÉTÉ CONVENU CE QUI SUIT

Article 1 : Objet de la convention

La présente convention, qui s'inscrit dans le cadre de l'accord de coopération entre l'Université de Lomé à travers le CERSA-UL et Vencomatic Group B.V, vise à définir les modalités suivant lesquelles une unité de démonstration du système « Patio » de Vencomatic sera installée au CERSA-UL.

L'objectif de cette unité de démonstration est d'évaluer son efficacité pour le développement de la production avicole dans la sous-région. Il s'agira spécifiquement pour le centre de conduire des expérimentations relatives aux performances des volailles (poulets de chair et pondeuses), de leur bien-être et à la qualité des produits destinés à la consommation humaine.

Article 2 : Pièces contractuelles

Les documents ci-après sont constitutifs des pièces contractuelles de la convention :

- (a) la présente convention ;

- (b) le calendrier prévisionnel de la mise en œuvre ;
- (c) les coûts estimatifs pour l'installation du système Patio ;
- (d) l'offre technique et financière de Vencomatic ;
- (e) l'attestation d'exclusivité ;
- (f) le courrier n°1423/MEF/DNCMP/DSMP&DAJ du 28 mai 2021.

Article 3 : Langues de travail

Le français et l'anglais sont les deux langues de travail dans le cadre de cette convention. Tout document produit en français sera traduit en anglais et vice-versa.

La responsabilité de la traduction incombe à l'initiateur du document original. En cas de contradiction, le document original fait foi.

Article 4 : Activités à mener

Dans le cadre de la présente convention, les activités principales suivantes seront menées conjointement par les parties :

- aménagement du local devant abriter le « Patio » ;
- fourniture, installation et mise en service du système « Patio » ;
- usage du système « Patio » à des fins expérimentales.

Article 5 : Coût total des activités

Le coût total des activités à mener s'élève à cent vingt-cinq millions deux cent soixante-quatorze mille trois cent quatorze (125 274 314) F CFA soit cent quatre-vingt-dix mille neuf cent soixante-dix-neuf virgule trente-deux (190 979,32) EUR.

Article 6 : Financement

Les activités découlant de la présente convention sont cofinancées par les deux (02) parties dans les proportions ci-après. Le montant à payer par le CERSA-UL sera pris en charge par le financement de la Banque mondiale :

- CERSA-UL : cinquante-quatre pour cent (54%) du montant total évalué à cent trois mille cent quarante virgule soixante-six (103 140,66) EURO soit soixante-sept millions six cent cinquante-cinq mille neuf cent trente (67 655 930) F CFA ;
- Vencomatic Group B.V : quarante-six pour cent (46%) du montant total évalué à quatre-vingt-sept mille huit cent trente-huit virgule soixante-six (87 838, 66) EURO soit cinquante-sept millions six cent dix-huit mille trois cent quatre-vingt-quatre (57 618 384) F CFA.

Article 7 : Obligations des parties

a) Aménagement du local devant abriter le « Patio » :

Le CERSA-UL s'occupe de la sélection, sur une base concurrentielle et conformément aux dispositions en vigueur au Togo, de l'entreprise devant réaliser les travaux. A cet effet, il sera demandé à trois (03) soumissionnaires des devis qui seront comparés par une commission technique. Le rapport de comparaison des devis sera archivé pour des besoins d'audit.

Il a l'obligation du suivi de l'exécution des travaux. Le coût de l'aménagement du local est entièrement pris en charge sur la contribution du CERSA.

Vencomatic Groupe B.V s'occupe de la description des caractéristiques techniques spécifiques des aménagements conformément aux caractéristiques techniques de ses équipements.

b) Fourniture et installation du système « Patio »

- Fourniture des équipements

Vencomatic, a l'obligation de la production du « Patio » et les accessoires de celui-ci ainsi que les frais de consultance.

Le CERSA-UL prend entièrement en charge les formalités de dédouanement des équipements au Togo.

Chaque partie est responsable des frais de transport et de tout autre coût, dédouanement, assurance et supporte les risques conformément aux conditions de livraison du CIP Port de Lomé (Incoterms 2020).

Les frais de transport du pays du fabricant au Port de Lomé sont également supportés par les deux parties.

- Installation du Système « Patio »

Le CERSA mobilise les techniciens ayant participé à l'aménagement du local ou toute autre personne ayant les compétences nécessaires pour participer à l'installation du « Patio ». Les frais de l'installation du « Patio » sont à la charge du CERSA.

Vencomatic s'engage à fournir un technicien pour superviser l'installation. Les frais de déplacement du technicien choisi sont également pris en charge par les deux parties.

Toutefois, les frais d'hébergement et la restauration du technicien de Vencomatic à Lomé sont à la charge du CERSA.

c) **Usage du système « Patio ».**

Le CERSA met à disposition les poules, les aliments, les produits vétérinaires, le personnel d'encadrement, le personnel d'entretien et tout autre matériel nécessaire. Les frais y afférents, non comptabilisés dans cette convention, sont à sa charge.

Il prend les dispositions idoines pour garantir les approvisionnements nécessaires pour les expérimentations. Au cas où il serait nécessaire d'effectuer des achats, le CERSA devra se conformer aux dispositions en vigueur au Togo.

Vencomatic apporte toute assistance technique nécessaire relative à l'utilisation de ses équipements. Cette assistance se fera par téléphone et par mail. Les frais y relatifs sont pris en charge par les deux (02) parties.

Article 8 : Mode de paiements

Dans le cadre de cette convention, chaque partie assume directement tous les paiements découlant de ses responsabilités. Toutefois, le CERSA paiera à Vencomatic, la somme de soixante-dix-neuf mille quatre-vingt-huit virgule soixante-six (79 088,66) EURO soit cinquante-un millions huit cent soixante-dix-huit mille sept cent soixante (51 878 760) F CFA. Ce montant représente cinquante pour cent (50%) du coût de l'équipement et cinquante pour cent (50%) des frais de transport et de supervision.

Les paiements se feront en « EURO » au compte bancaire n° 11 35 51 010- Rabobank, BIC : RABONL2U, IBAN : NL14RABO0113551010.

L'imputation budgétaire est : 5 530 0412117101063300009803160211112 « Recherches en vue de la valorisation des ressources humaines », Budget de l'Etat, exercice 2021 et la source du financement est un crédit IDA 65120-TG.

Article 9 : Modalités de paiement

Pour le montant à reverser à Vencomatic, il est convenu les modalités de paiements suivantes :

- à la notification de l'ordre de commencement : Quarante pour cent (40%) du montant dû soit trente et un mille six cent trente-cinq virgule quarante-six (31 635, 46) EURO seront payés dans les quinze (15) jours suivant la réception de la demande de paiement accompagnée de la facture correspondante ;
- à l'embarquement des équipements : Trente pour cent (30%) du montant dû soit vingt-trois mille sept cent vingt-six virgule six (23 726,6) EURO seront payés dans les quinze (15) jours suivant la réception de la demande de paiement accompagnée de la facture correspondante et des pièces habituelles nécessaires pour le fret et les formalités de dédouanement ;
- à la réception des équipements : Vingt pour cent (20%) du montant dû soit quinze mille huit cent dix-sept virgule soixante-treize (15 817, 73) EURO seront payés dans les quinze (15) jours suivant la réception au Togo des équipements ;
- à la réception provisoire du système « Patio » : les Dix pour cent (10%) restant du montant dû soit sept mille neuf cent-huit virgule quatre-vingt-sept (7 908, 87) EURO seront payés dans les (15) jours suivant la réception de la demande de paiement accompagnée de la facture correspondante et du procès-verbal de réception unique.

Article 10 : Suivi de l'exploitation du système « Patio »

Le Directeur du CERSA et le Directeur Général de Vencomatic prennent chacun en ce qui le concerne, les dispositions nécessaires pour assurer la mise en œuvre diligente de cette convention.

Le CERSA-UL met à disposition les infrastructures et les équipements nécessaires ainsi que le personnel d'appui notamment les agents d'entretien et de surveillance.

Vencomatic désigne un correspondant responsable du suivi de la convention. Il met à disposition ses infrastructures pour les stages des membres de l'équipe de conduite des expérimentations si nécessaire.

Article 11 : Rapport scientifique

Pour chaque variable étudiée en utilisant le système « Patio », le rapport rédigé par le centre, en français et traduit en anglais sera mis à la disposition de Vencomatic.

Autant qu'il soit possible, les résultats issus des expérimentations feront l'objet d'outil de vulgarisation, de communications à des rencontres scientifiques et de publication dans des revues scientifiques.

En cas de besoin, des voyages de renforcement de capacités peuvent être organisés pour l'équipe de conduite des expérimentations. Les frais y afférents seront pris en charge par les deux parties.

Article 12 : Droit de propriété-Cession

Les droits d'auteur des résultats issus des expérimentations demeurent la propriété du centre. Cependant, il est reconnu à Vencomatic un droit d'usage des résultats pendant une durée de cinq (05) ans.

Le système « Patio » installé devient la propriété du CERSA-UL. Cependant, le centre ne peut ni céder ni modifier tout ou partie de l'unité de démonstration pendant la période des expérimentations sans l'accord des deux parties.

Article 13 : L'exigence de bonne foi

Les parties à la présente convention s'engagent à l'exécuter de bonne foi. Le non-respect par l'une des parties de ses obligations peut fonder la partie la plus diligente à solliciter la résiliation.

Article 14 : Comité de Suivi

Un comité de pilotage regroupant les deux parties se réunit une (01) fois avant le démarrage des activités et six (06) mois après l'installation et la mise en service du système « Patio ». Ces réunions ont pour objet de faire le point de la mise en œuvre de la convention et d'évaluer la fonctionnalité du système. La réunion peut se faire par téléconférence. Le CERSA en assurera le secrétariat.

Le comité s'assure du respect du calendrier de la mise en œuvre de la convention (Annexe 1).

Article 15 : Réception du système « Patio »

Au terme des activités relatives à l'aménagement et à l'installation du système « Patio » de cette convention, il sera organisé une réception unique et définitive du système pour apprécier la conformité du réaménagement et du système par rapport aux spécifications initiales.

Cette réception devra se faire en présence au moins des représentants des deux (02) parties.

Article 16 : Régime fiscal et douanier

Les prestations de cette convention seront payées en Hors TVA. Toutefois, le CERSA prend les dispositions nécessaires pour assurer, à ses frais, les formalités de dédouanement des équipements importés.

Article 17 : Garantie technique

Vencomatic assure pour un (01) an, la garantie technique des équipements installés par elle.

En cas de dysfonctionnement quelconque découlant d'un défaut technique, elle prend les dispositions nécessaires pour procéder au remplacement à ses frais, les pièces défectueuses.

Article 18 : Cession et sous-traitance

Le CERSA-UL ne peut ni céder ni sous-traiter la présente convention ou l'un quelconque de ses éléments sans l'accord préalable, exprès et écrit de Vencomatic.

Article 19 : Confidentialité

Sont confidentielles, toutes informations, et/ou toutes données sous quelque forme et de quelque nature qu'elles soient, incluant notamment les documents écrits ou imprimés, et/ou connaissances brevetables ou non, transmis à l'une ou l'autre des parties dans le cadre de l'exécution de la présente convention.

Les parties s'engagent à respecter cette confidentialité et à :

- (i) prendre toutes les mesures nécessaires pour qu'elles ne soient communiquées à aucun tiers et à ne transmettre à son personnel que la partie des **Informations Confidentielles** qui lui est strictement nécessaire pour l'exécution de cette convention ;
- (ii) ne communiquer des **Informations Confidentielles** qu'avec l'accord préalable écrit de l'autre partie et à prendre toutes les dispositions nécessaires pour faire respecter par son personnel et par les tiers éventuellement autorisés, la confidentialité de ces **Informations Confidentielles** ;

Ne sont pas couvertes par l'obligation de confidentialité, toutes informations ou éléments d'information dont la preuve est faite :

- qu'elles étaient accessibles au public à la date de leur communication ou qu'elles sont tombées dans le domaine public ;

- qu'elles étaient déjà connues de la partie destinataire au moment de la communication ;
- qu'elles lui ont été transmises sans obligation de confidentialité par un tiers la détenant légitimement.

L'engagement de confidentialité survit un (01) an après l'expiration ou la résiliation de la présente convention.

Article 20 : Responsabilité et Assurance

A compter de la date de mise en service du système « Patio », la bonne utilisation est placée sous le contrôle exclusif du CERSA-UL et sous son entière responsabilité.

Les conseils, avis et/ou recommandations qui pourront être émis par le personnel de Vencomatic ne sauraient engager sa responsabilité.

Le centre s'engage à souscrire au Togo une assurance de responsabilité civile professionnelle pouvant garantir toutes conséquences pécuniaires de sa responsabilité civile y compris professionnelle résultant de l'exécution de la présente convention.

Article 21 : Durée de la convention

La présente convention est valable pour une durée de trois (03) ans à compter de la date de sa signature.

À la fin de la durée de cet accord, le droit de Vencomatic d'utiliser les résultats des expériences reste valable pour une période de cinq (05) ans.

Article 22 : Amendements

La présente convention ne peut être amendée que pour des raisons particulières, sur l'initiative de l'une des parties et sur consentement mutuel des deux parties.

L'amendement ne pourra intervenir que par voie d'avenant signé par les parties et dans les mêmes formes que la présente convention.

Article 23 : Règlement des litiges

Chacune des parties s'engage à respecter les clauses de la convention et promouvoir sa mise en œuvre.

Tout litige né de l'interprétation ou de l'exécution de la présente convention est réglé à l'amiable.

En cas d'échec, le litige sera porté devant la juridiction territorialement compétente. Le juge compétent détermine la loi applicable.

Article 24 : Force majeure

Aucune partie ne devra être tenue pour responsable de tout désagrément survenu dans l'exécution de cette convention suite à un cas de force majeure.

Aux fins de cette clause, l'expression « Force majeure » désigne un événement échappant au contrôle des parties ou de l'une d'elle, qui n'est pas attribuable à sa faute ou à sa négligence et qui est imprévisible et inévitable. Les événements de force majeure peuvent inclure, sans que cette liste soit limitative, les actes au titre de la souveraineté du pays du Togo, les guerres et révolutions, incendies, inondations, épidémies, mesures de quarantaine et d'embargo sur le fret.

En cas de force majeure, la partie dont l'exécution des obligations se voit empêchée par ce cas, informe sans délai et par écrit l'autre partie de la survenue du cas de force majeure et ses motifs. Sous réserves d'instructions contraires, par écrit de l'autre partie, chacune des parties continuera

à remplir ses obligations dans la mesure du possible et s'efforcera de continuer à remplir les obligations dont l'exécution n'est pas entamée par le cas de force majeure. Les parties pourront toutefois convenir, par écrit, de toute modifications nécessaire à apporter à la convention.

Article 25 : Dispositions finales

La présente convention ainsi que les avenants qui lui seront annexés, sont rédigés en français ou en anglais pour le centre et pour Vencomatic.

Le fait qu'une partie n'insiste pas pour faire strictement appliquer l'une des stipulations de la présente convention, n'implique pas renonciation à invoquer cette stipulation ou à se prévaloir de l'éventuel manquement de son partenaire contractuel.

La présente convention demeure valable si certaines de ses clauses non substantielles sont contraires à la réglementation en vigueur au Togo. Les parties s'efforceront, alors dans les meilleurs délais, de leur substituer des dispositions de portée équivalente reflétant leur commune intention.

La présente convention est rédigée en six (06) exemplaires.

Fait à Lomé le,



Pour le CERSA-UL,

23 JUIN 2021

Le Président de l'Université de Lomé



Professeur Dodzi Komla KOKOROKO

Pour VENCOMATIC,

23 JUIN 2021

La Directrice Générale



Van de VEN Lotte

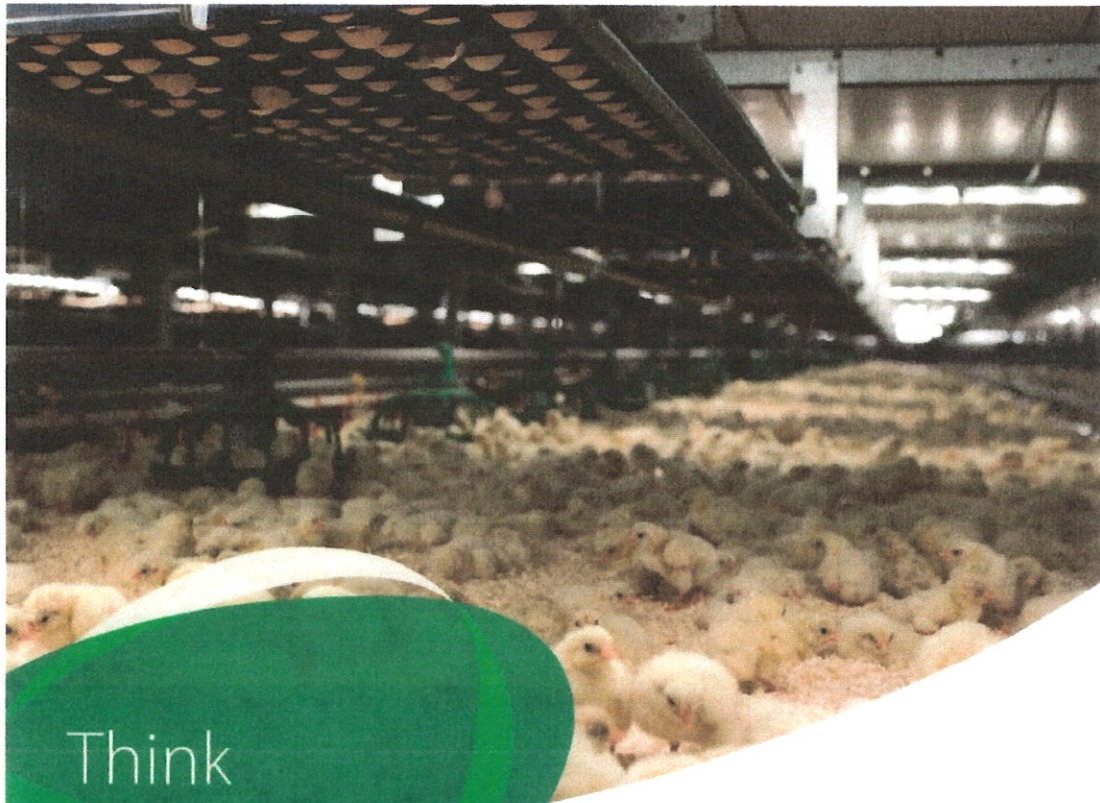
ANNEXE 1 : CALENDRIER PREVISIONNEL DE MISE EN ŒUVRE

Activité	Mois																																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36		
Aménagement du local devant abriter le Patio				x	x	x																																
Fourniture des équipements	x	x	x	x	x	x	x	x	x																													
Installation du Système patio										x																												
Réception du système										x																												
Conduite des expérimentation														x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x					
Rapports intermédiaires											x						x							x								x						
Rapport final																																						x

ANNEXE 2 : COÛTS ESTIMATIFS POUR L'INSTALLATION DU SYSTÈME PATIO

N°	Besoins	Quantité	CU	TC (F CFA)	Euro
1	Aménagement du local devant abriter le Patio	1	7 451 700	7 451 700	11 360
2	Fourniture des équipements y compris le transport jusqu'au port de Lomé	-	-	109 497 144	166 927,32
3	Services connexes (Formalité de sortie des équipements y compris leur transport de l'aéroport de Lomé au CERSA, suivit de l'installation, autres frais)	Forfait	1	8 325 470	12 692
	TOTAL			125 274 314	190 979,32

**ANNEXE 3 : OFFRE TECHNIQUE ET FINANCIERE DE
VENCOMATIC**



Think
ahead with
**poultry
people**

Customer: CERSA - UL

Quotation number: TOGO210201-1

18-2-2021

 **Vencomatic Group**
Agro Supply – Prinzen – Vencomatic

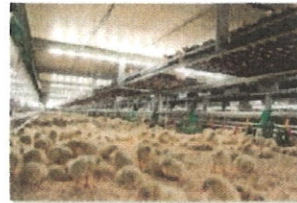
CERSA - UL

Dear Mr. Tona,

Thank you for your quotation request. Further to your meeting(s) with our representative, we are pleased to present you this personal proposal.

Think ahead in commercial broiler housing

This quotation has been created with the Vencomatic Group knowhow and expertise of commercial broiler housing, gained over many years of experience. Our specialists put together this quotation, knowing that our equipment is the key element for the management of broilers, and gaining the best possible results.



Project description

The project consists of broiler housing with:

- Patio system
- Electrical control
- Climate system
- Transport
- Supervision
- Consultancy

In the next pages you will find the detailed proposal. We hope that our proposal matches your expectations. If you have any further questions or remarks, please do not hesitate to contact us.

Best regards,

Vencomatic Group sales team

House information

Minimum house dimensions (L x W)	28 x 8	m
Total bird area	267	m ²
Bird density	16	birds/m ²
Maximum bird weight per m ²	42	kg/m ²
Number of birds	4.266	broilers
Number of houses	1	house

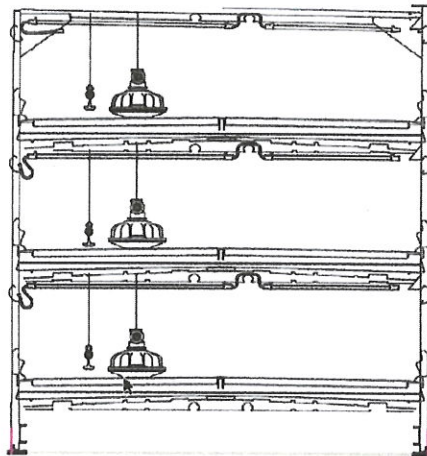
Specifications Patio Mundo system

Specifications per house:

Number of rows	2	rows
Number of sections (2,3 m)	8	sections
Number of tiers	3	tiers
Type of egg-tray	Petersime 150	tray

Including:

Egg tray transport system for 35 trays



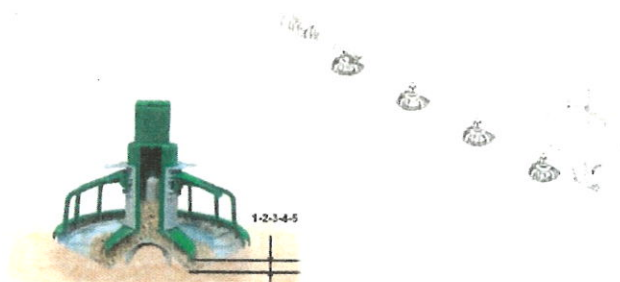
There is no technology in this quotation for automatically removing birds and manure from the belt, this needs to be done manually at the back of the house. The belts with the manure and birds on it, can only be driven in one direction.

Feeding system

The 'Vencopan Broiler' is a feeding system designed for the effective feeding of broilers. The winchable system fits every phase of the broilers life. By lowering the pan on the floor, the feed level in the pan increases, so even the newly hatched chicks can easily access the feed in the pan. When winched, the feed level is minimized to an adjustable minimum in order to prevent feed spillage.

Specifications per house:

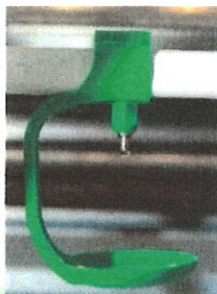
Number of feeding pans	90	pcs
Number of birds per pan	47,4	broilers/pan



Drinking system

Specifications per house:

Main water supply panel	1" with E-dos 3	
Number of main water supply panels	1	pcs
Number of Optima pressure regulators per tier	1	pcs
Position pressure regulator	Centre	
Number of drinking nipples	518	pcs
Number of birds per nipple	8,2	birds/nipple
Nipple: 360° pin, internally stainless steel	TOP-nipple (4024)	
Drip cup: two-sided suspension		



Think ahead with **poultry people**

Visiting address: Venco Campus Meerhede 200 5521 DW Eersel The Netherlands	Postal address: Vencomatic Group BV P.O. Box 190 5520 AL Eersel The Netherlands	T: +31 (0)497 517380 F: +31 (0)497 517364 E: info@vencomaticgroup.com Chamber of Commerce 17080135 www.vencomaticgroup.com
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Lighting

Vencomatic uses high quality LED tubes, that provide a good light distribution. The LED tubes are dimmable, which enables an optimum adjustment of the light intensity to meet the birds requirements. LED tubes are energy efficient, which reduces operational costs.

Specifications per house:

LED tubes for system lighting	48 tubes
Dimmable warm white light, 5,5W per tube	
CSA/UL approved	

Electrical control

Vencomatic produces high standard electrical controls. The control box offered in this quotation will be designed custom made by our electrical engineering department and is tested before it's delivered. This offers the highest flexibility and assurance of perfect fit-to-farm.

Specifications per house:

Various control cabinets for the control of the complete Patio system including climate computer and process control

Language used for text on electrical cabinets	French
Language used for text on displays	French
Power supply	3N~ 50Hz 380-415V
Including earth-leakage circuit breakers	

Emergency control for the most vital processes, such as;

- Ventilation
- Recirculation
- Air intake valves
- Cooling and humidification
- Air inlets Patio system
- Feed system
- Drinkwater valve
- Lighting system



Climate system

The climate both for hatchlings and during the entire grow out period. The Patio is very efficient for this purpose, as it has a compact design. The climate system ensures an even distribution of fresh air to all of the layers. The climate system is customized for each project according local climate conditions and the intended use of the Patio. Heating, cooling and ventilation are continuously controlled by the climate computer. The farm manager however can always make manual adjustments when needed.

Specifications per house:

- House has 2 rows 3 tiers for in total 4300 birds of maximum 2,5 kg liveweight. Total live weight 10750 kg.
- Ventilation capacity based on windspeed of 2,5 meters per second. With a maximum airspeed of 271800 m³/h. First 2 fans speed controlled in 2 groups (1-1). Each fan 18500 m³/h. 1 small on/off fan of 18500 m³/h.(1 step). The rest are 6 gable end fans without lighttrap, (4D130Q) (on/off) of each 40008 m³/h at 29 Pa.
- Side air inlet, type X-STREAM-1-A. Each air inlet has a capacity of 2200 m³/h at 20 Pa. Per side air inlet an extra air conducting sheet, and a wind protection cap will be supplied. Controlled in 2 zones with 2 MULTIWINCH motors. These motors have an emergency opening. In case of power failure, inlets will open automatically.
- For maximum ventilation there are tunnel air inlet flaps. The side air inlets will close completely so in total 271800 m³/h to install for tunnel ventilation. At the side wall there are in total 8 tunnel air inlets SET-BT-05-SC controlled with 2 MULTIWINCH motors. These motors have an emergency opening. Tunnel air inlets will have no light filters.
- For cooling, 3 hanging lines with nozzles alternating left and right, with 1 pump of 400V/2,2kW/5,4A. Total 103 nozzles (+ 5 extra) divided over 3 lines. Per line 4 tubes of 6m and each tube has 9 nozzle connections. Capacity per nozzle 5,3 l/h at 50-70 Bar. Drop size 5 µm.
- For heating there are 2 heaters recommended. Above the 1 corridors in the middle of the house, we will put 3 ceiling fans each corridor to have a good distribution of the air in the house during minimum ventilation. (Per 9 meter 1 ceiling fan). This is based a total heating capacity of 34kW to heat up a house to 35° C with an outside temp. of 20° C and a K-value of 1 for the building (insulation) and we have chosen for propane gas heater.
- Optionally the ventilation can be remotely controlled by a Smart phone.





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Transport

Specifications:

Transportation of parts for equipment	CIP Lomé
Transportation according Incoterms 2020	
Means of transportation	Containers (40ft)
Estimated number of units	2
Purchase of containers is included in price	

Supervision

Supervisor for guiding the assembly of the goods supplied by Vencomatic, according assembly conditions as described in the general terms and summarized in the points of attention below.

During the assembly sufficient personnel with knowledge of the English language should be present, so that the explanation can be transmitted properly.

Vencomatic Group can decide not to start assembly or stop activities because one or more assembly conditions are not sufficient.

Excluding lodging, boarding and local transportation.

Number of days	6 days
Estimated required hours for assembly of the equipment	440 hour

Customer Support Engineer to start up and commissioning of the control as provided by the Vencomatic Group. During start-up enough English speaking staff with the right expertise should be present, so that the specialist has the opportunity to discuss (climate) technical commissioning and to transmit knowledge.

Excluding lodging, boarding and local transportation.

Number of days	7 days
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Conditions for assembly

Conditions as described in Readiness of Buildings and Scope of Supply must be met.

1. House must be ready to start assembly. This includes:
 - a. House must be free of draughts; walls; gables and roof + insulation completed.
 - b. Manure pit must be completed and closed off for the safety of our installation personnel. Opening the manure pit must be possible on request of the supervisor.
 - c. House must be lit.
 - d. House must have permanent access to electricity for the purposes of tools / installation, under the following conditions:
 - i. Use of minimum 3x16A must be possible
 - ii. voltage at front and rear of the building 230 V
 - e. During installation work the building must constantly have a temperature between 5 °C and 32 °C. The building must be able to be heated to 15 °C when the manure belts are being welded.
 - f. Architectural requirements related to Vencomatic Group materials are ready. For example:
 - i. Concrete slab for heat exchanger of manure boosterbelt.
 - ii. Support for ventilation equipment above the aviary system.
 - g. If the house has two floors, the mezzanine floor must be completed. Pay attention here that the material can be moved to the second floor, either via the outside of the building or via the opening in the mezzanine floor.
 - h. If necessary, water- and gas connection needs to be supplied. For example for the heat exchanger.
2. All architectural modifications must be made by the customer or dealer. For example holes for eggbelt or air ducts.
3. Connection to materials which contain asbestos, will not be assembled by Vencomatic Group assembly team or other parties during presence of Vencomatic Group assembly team.
4. A door of minimum 2.5m wide and 2.5m height is required to enable the Vencomatic materials to be taken into the building.
5. Customer/dealer is responsible for suitable equipment (hoisting equipment) for placing and moving the material. For example a forklift, crane truck, pallet truck. This equipment must be approved by local regulation. Vencomatic does not supply any equipment to move material, if moving the material is not possible using manual effort.
6. Customer/dealer is responsible for suitable climbing materials, Vencomatic Group supplies no materials for work at height. For example scaffolds, stairs, platforms. This must be approved by local regulation.
7. A useable sanitary facility (toilet) and lunch area is available for the employees.
8. Electrical connections for the material supplied by Vencomatic must be ready before testing (see installation planning). If we are unable to test during the installation period, we will be obliged to invoice the additional costs or the customer / dealer will do testing themselves and take responsibility for that.
9. If Vencomatic performs the installation, installation will take place according to the drawing. Any changes required must be discussed with the Vencomatic project manager and not with the supervisor.
10. The risk of theft / damage caused by third parties is transferred to the owner of the material, in this case the customer, after the materials have been unloaded.
11. Waste caused by our work will be collected by Vencomatic. The principal is responsible for removing the waste from the site.

Remark: When an extension of time of supervision is required, due to possible delays in assembly or other reasons, additional costs are not included in this quotation.

Consultancy

Organised by our 'Education department'; full support from our poultry specialists that help our customers around the world to get the most out of their Vencomatic barns. For the Patio Mundo we offer the following package; 'Management Support for broilers in the Patio system'. This includes: 1 person who will visit during the start-up phase for around 1 week. Unlimited online support is included in this price. Excl. local travel and lodging costs.



Think ahead with **poultry people**

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5521 DW Eersel	5520 AD Eersel	Number of Commerce 170.801.55
The Netherlands	The Netherlands	www.vencomaticgroup.com

Quotation summary

Number of houses	1
Number of birds per house	4.266

Quotation summary: house equipment

House equipment	Customer price
Patio Mundo system Electrical control Climate system	
Total house equipment	€ 139 727,32

Quotation summary: services

Services	Customer price
Transport	€ 9 200,00
Supervision	€ 9 250,00
Consultancy	€ 8 750,00
Total services	€ 27 200,00

Quotation summary: total price

Total price quote	€ 166 927,32
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Revised price

Because this is a special project for the 'University of Lomé, Togo', a special agreement has been made by the owners of Vencomatic Group to split the price in half. Furthermore, the consultancy costs will not be charged.

Total house equipment € 139 727,32 / 2	€ 69 863,66
Total services (€ 27 200,00 - € 8 750,00) / 2	€ 9 225,00
<u>Total price to be paid</u>	<u>€ 79 088,66</u>

Loading	After order in consultation
Payment	100% down payment <i>see contract</i>
Guarantee	12 months after delivery
Validity quotation	Up to 3 months after quotation date
Terms of delivery	See "Terms and conditions of delivery and payment of the private company Vencomatic Group BV, established in Eersel"



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Our General Terms & Conditions of Delivery contain a wide range of conditions. We have summed up some important points below, which we request you to take note of:

- This quotation is excluding electrical connections, wiring and switch materials, unless stated otherwise.
- This quotation is excluding the supply of water and electricity.
- This quotation is excluding unloading the material from transport or equipment used to move material or supplied goods. Material must be placed in a roofed area.
- The principal must ensure that the trucks or other vehicles have proper access to the site.
- The products must be installed according to the instructions supplied by Vencomatic.
- The prices stated separately in the quotation are an integral part of the total project and should not be considered to be independent elements.
- To confirm an order, approval must be given on the layout drawing with the corresponding quotation.
- If modifications are requested to an order or its date of delivery, notice must be given at least 28 days prior to the loading date.
- The signing of this contract will cause any previously made verbal and written agreements, which are not included in this quotation, to lapse.

Date:.....

Name:

Name:

Signature for agreement

Signature for agreement customer



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LPR

LPR according specifications described in the quotation. Products are developed with great care within the Vencomatic Group. In order for our newly developed products, to meet the quality requirements we set for our products, these are monitored for a certain period by Vencomatic, before being sold as a final version. This is the "Limited Production Run" (LPR). This quote/order contains products which are in the LPR phase. In this case it concerns the Patio. Products issued during the LPR may deviate from the final version. If necessary, improvements can be made after the startup, by or under the responsibility of Vencomatic Group. In order to monitor the LPR product, Vencomatic must have access during the LPR period to the technical results of the animals on the system and / or the technical operation of the system during a specified time frame. The communication about the new LPR product with press / social media etc. remains in the hands of Vencomatic Group during the term of the LPR. In mutual consultation, it will be discussed how information about the LPR product can be shared and with whom.
Thank you for your cooperation in the realization of the new generation of products / systems!



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1. General definitions and applicability

- 1.1 These General Terms and Conditions of Sale, hereinafter referred to as: "General Terms", will apply to and form an integrated part of all offers, quotations, proposals and project propositions, hereinafter referred to as: "Offers" from Vencomatic Group B.V. or any of its affiliated companies, hereinafter referred to as: "VMG", of any order confirmation, hereinafter referred to as 'Order Confirmation', and of any agreements, including agreements under negotiation, hereinafter referred to as: "Agreements", concerning the sale by VMG and the purchase by Customer, hereinafter referred to as: "Customer", of any equipment, objects, machines, installations, works, parts, hereinafter also referred to as: "Products", and / or services, hereinafter referred to as: "Services", unless agreed differently explicitly and in writing with VMG.
- 1.2 A reference in this Agreement to the singular includes the plural and vice versa.
- 1.3 The applicability of any terms and conditions of Customer is hereby explicitly excluded.
- 1.4 In the event that VMG concludes Agreements with Customer more than once, these General Terms will apply to all subsequent Agreements, irrespective of whether or not same have been explicitly declared applicable.
- 1.5 VMG will be entitled to update and/or amend the General Terms regularly and by and as of the moment of notifying the Customer of such update or amendment or by sending Customer the updated or amended General Terms, these revised General Terms will apply to all (future) dealings between VMG and Customer.
- 1.6 If one or more provisions in the General Terms are null and void or are nullified, the remaining provisions of the General Terms will continue to apply.

2. Offers, Agreements

- 2.1 All offers made by VMG can be revoked at any time, unless a term for acceptance is stated in the Offer.
- 2.2 Offers will not apply to follow-up orders.
- 2.3 An Agreement will only be considered to be concluded at the time and to the extent to which VMG has explicitly agreed to it by means of a specified Order Confirmation or other similar document containing all the material terms and conditions of the Agreement.

3. Prices

- 3.1 The agreed price is the price or rate quoted by VMG in the Offer, Agreement or the Order Confirmation. Unless otherwise agreed upon in writing, prices will be stated in euros, exclusive of VAT and other government levies, charges, taxes, storage, shipment, packaging, transport, installation, commissioning or training charges, costs of repair, maintenance, and are based on Ex Works (Incoterms 2000) delivery.
- 3.2 Unless the prices have been indicated as firm by VMG, VMG is entitled to increase the prices of the Products and Services still to be delivered if the cost price determining factors have been subject to an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by VMG from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. VMG shall notify Customer of such increase.
- 3.3 VMG's prices may be adjusted for inflation.

4. Payment

- 4.1 Payment must be effected by Customer as indicated by VMG in the Offer, Agreement or the Order Confirmation. If the parties have not agreed on any delivery term, payment must be effected prior to the delivery/performance. Objections to the amounts stated in invoices will not suspend the payment obligation.
- 4.2 Unless otherwise agreed upon in writing, payment shall be made in full and without any deduction or set off under whatever title. VMG shall be entitled to offset amounts due by VMG to Customer against amounts due by Customer to VMG or any of VMG's affiliated companies.
- 4.3 As from the due date of an invoice and without a notification of default being required, Customer shall pay interest on any outstanding instalment of 1.5% per month or part of a month, unless the statutory interest is higher, in which case the highest interest will apply. Customer shall also pay any judicial and extrajudicial costs to be incurred for collection. The latter costs are put at 15% of the relevant amount with a minimum amount of Euro 1.000,00. The above applies without prejudice

to VMG's right to defer any outstanding obligation on its part if Customer's payment of one or more instalments is overdue.

- 4.4 If the quoted price is not in Euro, the quoted price is based on the spot and forward exchange rate at the date of the final quotation of the stated currency against the Euro. If between the date of the final quotation and the date of the final agreement the stated currency has devaluated with more than 2%, the quoted prices in the stated currency will be adjusted for this level of change.
- 4.5 In the event that the Customer is wound up, is declared bankrupt or its bankruptcy is filed for, dies, is admitted to statutory composition pursuant to the Dutch Natural Persons Composition Act ("Wet schuldsanering natuurlijke personen"), is placed under guardianship, attachment is levied against it or is granted a suspension of payments, provisional or otherwise, VMG's claims vis-à-vis the Customer will become due and payable forthwith.
- 4.6 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest.

5. Delivery and ownership

- 5.1 Unless otherwise agreed in writing, delivery shall be "Ex Works (EXW) VMG Eersel, The Netherlands, or EXW such other (production) location as to be agreed by the parties.
- 5.2 The Customer must take delivery or possession of the Products immediately after they have become available. In the event that the Products are available to the Customer or are offered to the Customer for delivery but are not taken possession of, for whatever reason, delivery will be effected by means of a written notification from VMG.
- 5.3 In the event that the Customer refuses to take delivery of the Products or has neglected to provide information or instructions that are necessary for the delivery, VMG will be entitled to store the Products at the Customer's expense and risk. VMG's claims vis-à-vis the Customer, including any transport and storage costs, will in that case become immediately due and payable. In the event that the Customer does not take delivery of the Products within two months, VMG will be entitled to sell the Products to another Customer. The damage incurred by VMG due to such resale of the Products will be borne by the Customer.
- 5.4 VMG will be entitled to make partial deliveries and to invoice each delivery.

6. Delivery time

- 6.1 In the event that VMG has stated a delivery period, same must be deemed to be an indication. A stated delivery date is therefore never a deadline.
- 6.2 The delivery time shall not start as long as the Agreement has not been concluded, all formalities that might be required for the performance of the Agreement have not yet been fulfilled, not all information to be provided by Customer and not all required documents have been made available to VMG, and the down-payment, if agreed upon, has not yet been received by VMG. Customer will be liable for the consequences of any postponement of the delivery.
- 6.3 Unless agreed to otherwise in writing, the delivery has been performed if the Products to be delivered are ready for transport and VMG has communicated the readiness for transport.
- 6.4 If delivery is delayed on the request of Customer or falls within the responsibility of Customer e.g. due to his choice of delivery according to the Incoterms other than ex works or if he violates any other cooperation obligation, VMG is not liable for such delay and is entitled to claim for compensation for the resulting expenditure and damage incurred to VMG regardless of VMG's other rights. Payment terms shall not be changed because of such delay.
- 6.5 In the event that a stated term is exceeded, the Customer must give VMG written notice of default and grant it a reasonable period of time to comply as yet. If the parties have not agreed on any term, VMG will inform the Customer in good time of when delivery or performance will be effected.
- 6.6 If payment by Customer is to be made by letter of credit, hereinafter referred to as: "LC", the delivery period shall begin to run on the date on which the bank has advised VMG that the LC has been opened in accordance with VMG's requirements, unless explicitly agreed otherwise in writing. If Customer must make an advance payment or give security for the payment of the purchase price or if the Customer must furnish information and/or materials or parts required for the execution of the Agreement, then the agreed delivery period shall not begin to run until

such payment has been received in full, the required security has been given or the information and/or materials or parts have been furnished in full, respectively.

7. Delivery, inspection, complaints

- 7.1 The Customer will be obliged to inspect the purchased Products or the Services performed, as the case may be, or have others do so, at the time of delivery or transfer. The Customer must notify VMG of any complaints regarding the Products delivered in writing within seven days. The notice of default must specify the defect in as much detail as possible, so that VMG is able to respond in an appropriate manner.
- 7.2 Any damage to the Products must be mentioned in the packing list/consignment note and be reported to VMG in writing.
- 7.3 After receiving such notification, VMG will deal with the complaint forthwith.
- 7.4 The following situations will under no circumstances justify the lodging of a complaint:
- deviations in colour, weight, specifications and measurements which do not affect the functionalities;
 - any typesetting, printer's or typographical errors in the catalogue, on the website or in the offer.
- 7.5 In the event that a complaint is well-founded, VMG will repair or replace the delivered Products, unless this has become demonstrably pointless to the Customer by that time. If this is the case, the Customer must communicate this to VMG by means of a written notification. VMG will, however, in all cases only be liable within the limits of the provisions laid down in the Articles 'Warranty' and 'Liability'.

8. Passage of risk

- 8.1 The risk of loss of or damage to the Products that are the subject of the Agreement will pass to the Customer at the time at which these items are legally and/or actually delivered to the Customer and therefore come under the control of the Customer or are placed under the control of a third party designated by the Customer, or at the time when the items are ready for delivery, after the Customer has been informed thereof in writing.
- 8.2 In the event that VMG is to provide for the transport of the Products that are the subject of the Agreement, this will be fully at the Customer's expense and risk. Unless the parties have agreed on provisions to the contrary, the Customer will be responsible for taking out proper insurance.

9. Export

- 9.1 Unless provisions to the contrary have been agreed upon, payment for export transactions must be effected by means of an Irrevocable letter of credit confirmed by a Dutch bank. All costs involved will be borne by the Customer.
- 9.2 The Customer guarantees that, in the event the import of the Products in the country of destination requires an import certificate or licence, such an import certificate or licence has been or will have been obtained before shipment, in the absence of which the Customer will be liable for any ensuing damage.
- 9.3 In the event that work is exported to another country, the Customer will be obliged to arrange all permits and facilities required.

10. Models / specification of the Products

- 10.1 Any information in whatever form provided by VMG relating to the Products and their use, such as dimensions, capacities, performance, prices, colours contained in catalogues, prospectuses, price lists, circulars, advertisements, presentations, drawings, models or illustrations and other data shall not be considered as terms of an Agreement unless explicitly agreed in an Agreement.
- 10.2 VMG is authorised to modify the specifications or the design of Products ordered and to deliver Products in conformity with such modified specifications or design, provided that the Products are designed for the same purpose as the Products ordered and are not essentially different. VMG is also authorised to modify the specifications or design if, due to a lack of materials or any other similar cause, it is unable to meet the specifications agreed with Customer. In these cases VMG will have duly fulfilled its obligation to deliver conforming Products by delivering the Products thus modified.

11. In case the Agreement includes assembly works

11.1 Customer ensures that all permits, dispensations and other decisions of authorities required for the performance of the works, or which VMG indicate as being required, are timely obtained.

11.1.1 Unless the contrary has been explicitly agreed in writing, in the price will not be included the following costs of:

- a. groundwork, chiselling and hammering work, foundation work, metal work, concrete work, carpentry and other additional work of whatever nature;
- a. additional help called in to move those parts which cannot be moved by the manpower made available by VMG, as well as the costs of the hoisting and lifting machines and tackles used for that purpose;
- b. scaffolding;
- c. the connection of systems to electricity grids, gas mains or water mains, as well as the connection of waste pipes;
- d. the supply and assembly of switch gear, safety systems and electrical wiring for the electric motors and other electrical equipment to be supplied by VMG;
- e. the supply of water, electricity, etc. required for testing the start-up of operations;
- f. work necessary to return parts of the systems which have become soiled or damaged during the work to a proper state of repair, and
- g. lodging and travelling.

11.3 Customer ensures that VMG can fulfil the performance of the works undisturbedly within the agreed terms and that VMG will have at its disposal in due time:

- the building where the works are to be performed at a temperature between 5° and 32° centigrade, swept clean;
- sufficient facilities for supply, storage and removal of materials and equipment;
- connection facilities for electrical equipment, lighting, gas, fuel, compressed air, water, grease, etc., required for assembly and repairs; and
- such lighting facilities that the assembly works can also be performed under artificial lighting.

11.4 The Customer must establish whether the building is suitable and structurally sound enough for the system's assembly, including any suspension. Any damage ensuing from unsuitability will be borne by the Customer.

11.5 VMG will be entitled to post its advertising sign on the site during the performance of the works.

11.6 In the event that the Customer has reserved the right to supply certain materials and/or to perform certain parts of the works, the Customer will be liable for any non-timely supply or performance in that connection.

11.7 The Customer shall ensure that all data and measurements which VMG indicates are necessary or which the Customer should reasonably understand are necessary for the performance of the Agreement are provided to VMG timely.

11.8 If the information and permits necessary for the performance of the Agreement as referred to in clause 10.1 and 10.7 are not provided to VMG in time, VMG will be entitled to suspend performance of the Agreement and/or to charge the Customer the additional costs arising from the delay in accordance with its usual rates.

11.9 In the event that the commencement or the progress of the work is delayed due to factors for which the Customer is responsible, VMG will be compensated by the Customer for any damage and costs ensuing from the delay.

11.10 In the event that works are performed by VMG or by third parties engaged by VMG at the Customer's premises or at a location designated by the Customer in the context of the Agreement, the Customer will provide any facilities reasonably required by VMG's employees or by those of the relevant third party, free of charge.

11.11 The Customer must take safety measures during the performance of the works. The Customer will be obliged to comply with the statutory regulations in doing so.

11.12 The Customer must comply with governmental regulations and recommendations issued by authorities, in default of which the Customer will be liable for any ensuing damage.

11.13 If necessary, to be determined by VMG, sale of the Products will include providing operations instructions. VMG will also determine the scope and the method of providing these instructions and will not accept any liability in that connection.

- 11.14 The Customer will be responsible for the proper removal of rubble, waste and hazardous substances in accordance with any legal requirements.
- 11.15 The Customer shall indemnify VMG against any claims of third parties that may incur damage relating to the Agreement's performance and which is attributable to the Customer.
- 11.16 The work will be deemed to have been delivered when the Products supplied has been made available to the Customer assembled and in working order or has been taken into use by the Customer.
- 11.17 Prior to the final delivery of the work assembled, the Customer will be given the opportunity to inspect and test the work or the system, as the case may be. If the Customer does not make use of this option, the parties will assume that VMG has completed the work or effected delivery properly.
- 11.18 VMG will be entitled to test the work assembled at all times. The Customer must under all circumstances render its cooperation during the testing procedure by supplying all items and animals required for the testing. In default of which VMG will be deemed to have effected proper delivery and the agreed warranty will not be able to be invoked.

12. Force majeure

- 12.1 A party will not be obliged to fulfil any obligation if it is prevented from doing so due to a circumstance which cannot be attributed to gross negligence or an intentional act or omission on its part, nor will it be for its account pursuant to the law, a juristic act or generally prevailing opinion.
- 12.2 In these General Terms, the term 'force majeure' will be taken to mean – in addition to its definition in law and legal precedent – all external causes, foreseen or unforeseen, which VMG cannot influence, but as a result of which VMG is unable to perform its obligations. This will include strikes at VMG's company, computer and power failures, fire, theft, traffic congestion, natural disasters, such as bad weather circumstances, animal diseases, export impediments, government measures, and delays in the supply of Products/materials by suppliers.
- 12.3 To the extent that VMG has partly performed its obligations arising from the Agreement or is able to partly perform same at the time that the situation of force majeure first occurs, and that part performed or to be performed has independent value, VMG will be entitled to charge the Customer for the part performed or to be performed separately.

13. Suspension and dissolution

- 13.1 VMG will be entitled to suspend performance of its obligations or to dissolve the Agreement if:
- the Customer fails to perform the obligations ensuing from the Agreement or fails to perform them in good time or in full or in the event of force majeure;
 - circumstances of which VMG has learned following the Agreement's conclusion provide good reason for fearing that the Customer will not perform its obligations, or will not perform such in good time or in full; in the event that there is good reason to fear that the Customer will only perform its obligations in part or will not perform such properly, suspension will only be permitted to the extent that such is justified by the relevant failure;
 - the Customer was requested upon or after the Agreement's conclusion to provide security for the performance of its obligations ensuing from same Agreement and such security has not been provided or is insufficient; or
 - the Customer dies or its company is discontinued or transferred.
- 13.2 In addition, VMG will be entitled to dissolve the Agreement or have it dissolved if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required pursuant to standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unamended maintenance of the Agreement can no longer reasonably be expected.
- 13.3 In the event that the Agreement is dissolved, VMG's claims vis-à-vis the Customer will become immediately due and payable. In the event that VMG suspends the performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement.
- 13.4 VMG at all times reserves the right to claim damages.
- 13.5 If Customer cancels the Agreement Customer will be liable for and hold VMG free from all costs VMG will have and (direct and indirect) damages VMG will suffer consequently. In case the Customer cancels less than 10 weeks before the scheduled delivery Customer will pay in any case 100% of

the agreed price (including Dutch VAT) as cancellation costs, without prejudice to VMG's right to full damages, including loss of profit.

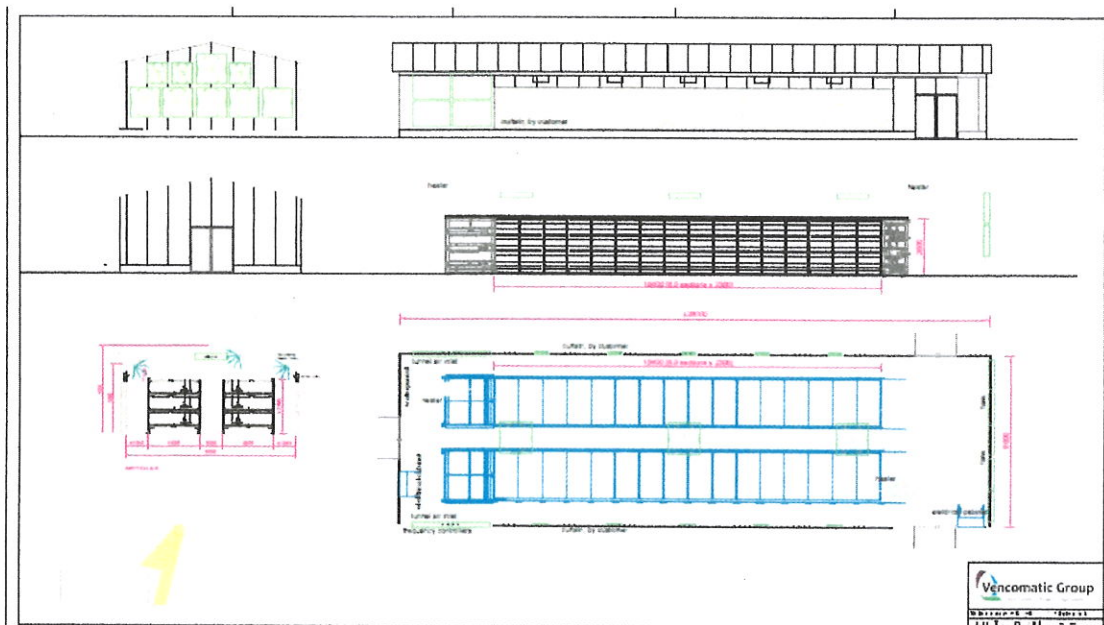
14. Warranty

- 14.1 The Products manufactured and registered by VMG meet the technical requirements and specifications stated by VMG.
- 14.2 VMG will issue its Customer with a warranty with respect to the operation and the Products manufactured by it which will be valid up to one year following delivery and up to three months following delivery for electrical equipment, unless the parties have agreed on different period of time in writing.
- 14.3 This warranty may only be invoked in the event that the Customer reports the defect to VMG within 48 hours of discovering same defect, so as to offer VMG the opportunity to respond adequately.
- 14.4 An invocation of this warranty will lapse if the Customer does not offer VMG the opportunity to perform work on the basis of the warranty.
- 14.5 The warranty must be agreed in writing.
- 14.6 This warranty will be limited to: manufacturing defects, provided that Customer proves that such defects have occurred within this period due to faulty design or poor workmanship on the part of VMG, or faulty Products supplied by VMG, and will therefore not include damage as a result of: improper, negligent or inexperienced use, accidents, misapplication, storage damages, negligence or modifications to the Products or its components and maintenance by Customer or by a third party or as a result of normal wear and tear of parts; VMG may either choose to repair or replace the Products or parts of it, that are considered to be defect.
- 14.7 If on-site repair proves to be the best suited method according to VMG, Customer shall enable VMG to carry out such repair and put at VMG's disposal free of charge, in time and at the right place all necessary and usual auxiliary labour, auxiliary machinery, auxiliary materials, consumables and utilities (oils, greases, cleaning and other small material, gas, water, electricity, lighting etc), the costs arising from non or untimely fulfilment of these provisions shall be for Customer's account.
- 14.8 Any production data weights, dimensions, prices, performance ratings and other data or statistics regarding the Products, any representations or descriptions regarding the Products are only an indication and are not guaranteed, and will not create any warranty or other obligation.
- 14.9 This warranty will lapse:
- in the event of resale of the Products supplied, unless the parties have explicitly agreed otherwise;
 - in the event that adaptations of, alterations of, or changes or repairs to the Products supplied are effected by a third party without VMG's approval;
 - in the event of overloading, strokes of lightning, overpressure or incorrect placement or installation;
 - in the event that the Products supplied are exposed to chemical substances or electrolysis;
 - in the event of improper safety measures or incorrect connection to the network;
 - in the event that the Products supplied are not used and maintained in accordance with the operating instructions, and
 - in the event that the Products supplied are not stored in such a way that they are protected against all kinds of weather conditions.
- 14.10 As part of its performance of the warranty, VMG will replace parts free of charge. The performance of the works and the travelling and accommodation expenses will be borne by the Customer.
- 14.11 Parts replaced will accrue to VMG and must be returned to VMG.
- 14.12 In the event of replacement, VMG may charge the Customer a fair fee for the benefit derived from the replacement by the Customer. This fee will at least equal the replacement value.
- 14.13 As long as the Customer fails to perform its obligations ensuing from Agreements concluded between the parties, it cannot invoke this warranty.

15. Liability and indemnification

- 15.1 If VMG is liable, this liability will be limited to the warranty obligations as described in these general terms and to the provisions laid down in this article.
- 15.2 Under no circumstances will VMG be liable for:
- deviations, damage, faults and defects that have gone unnoticed in Products approved by the Customer;

- deviations, damage, faults and defects resulting from incorrect assembly or use by the Customer or third parties;
 - indirect damage, including consequential damage, loss of profit, loss of turnover or savings or any damage due to an interruption of business operations, or damages inflicted upon third parties, unless and to the extent to be established according to applicable mandatory provisions of law regarding the liability for death or personal injuries or damage to personal property, caused by defective products;
 - damage resulting from raw materials that have been declared unfit because the environmental legislation has changed since the Agreement's conclusion;
 - wrongful, improper or unprofessional use of the Products supplied by the Customer or third parties.
 - damage incurred because the Products supplied are not suitable for the purpose intended by Customer for them; or
 - damage as a consequence of use that is not in accordance with the operating instructions.
- 15.3 Should VMG be liable for damage, this liability will be limited to the amount paid by its insurer, or to the amount of the invoice, if the latter is lower than the first, or to the amount of that part of the invoice to which the liability pertains.
- 15.4 VMG will under no circumstances be liable for damage ensuing from any advice given. Advice will always be given on the basis of the facts and circumstances known to VMG and in mutual consultation, in which respect VMG will always use the Customer's intention as a guideline and starting point. Advice given by one of VMG's sale personnel or mechanics can under no circumstances lead to any form of damages.
- 15.5 VMG will not be liable for damage, of whatever nature, resulting from the fact that VMG has operated on the basis of incorrect and/or incomplete data or measurements or incorrect and/or incomplete information regarding the presence of polluted or hazardous materials or substances provided by the Customer.
- 15.6 Any claims for damages must be submitted to VMG in writing immediately after the damage has occurred.
- 15.7 In the event that building materials or auxiliary materials made available or prescribed by the Customer are defective, the Customer will be liable for any damage incurred as a consequence.
- 15.8 The consequences of compliance with any statutory regulations or government decisions that may take effect after the date of the offer will be for the Customer's account.
- 15.9 The limitations of liability for damage laid down in these General Terms will not apply if the damage is attributable to an intentional act or omission or gross negligence on VMG's part or on that of its employees.
- 15.10 Customer shall indemnify VMG against any claims filed by third parties concerning damage sustained by them as a result of the application of designs, advice or other services rendered by VMG to Customer or caused by defective Products supplied, designed or processed either by VMG, or by personnel made available by VMG, unless VMG is liable for these damages pursuant to article 16, and Customer has paid this damage to the injured party.
- 15.11 The indemnities given by VMG under this clause 15 are exclusive and in lieu of all other indemnities or warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
- 15.12 The Customer will be obliged to indemnify VMG against claims relating to damage that cannot be attributed to VMG.
- 16. Intellectual property and copyrights**
- 16.1 All intellectual property rights including copy rights in respect of the Products, including possible delivered software or electronic controls, and those regarding the trade name, trademark, drawings, know how etc. remain vested in VMG. Unless authorised by VMG in writing, specifying allowed purposes, Customer has no right to use or copy intellectual property of VMG nor the right to copy any Products in whole or partly of VMG. Customer shall withhold from any infringement of VMG's intellectual property rights.
- 16.2 All designs, sketches, calculations, drawings, models and brochures provided by VMG, are exclusively intended for use by the Customer, and may not be multiplied, resold, adapted, changed, copied, reproduced, made public or brought to the attention of third parties by the Customer without VMG's prior permission, unless the contrary ensues from the nature of the Products sold or the documents provided. Customer shall return the afore mentioned information to VMG immediately after a first request of VMG thereto.
- 16.3 VMG shall become sole proprietor of and take out sole patent rights to any special know-how developed during implementation of an Agreement, unless otherwise stipulated in the Agreement.
- 16.4 In the event of a violation of this Article, the Customer will forfeit to VMG an immediately due and payable penalty of EUR 100.000,00 and EUR 1.000,00 for each day that the violation continues, without prejudice to the right of VMG of full compensation.
- 17. Retention of title**
- 17.1 All Products supplied by VMG, irrespective of whether they have been processed or assembled, will remain VMG's property until the Customer has fulfilled all its obligations arising from all Agreements concluded with VMG, insofar as this is admissible according to law in the area in which the delivery object is located. If under such law reservation of property rights is not possible, though it permits VMG to reserve other rights to the Products, VMG can execute all rights of this kind. Customer is obliged to collaborate with the measures VMG implement to protect VMG's reservation of proprietary rights or the rights taking the place of the same, to the Products.
- 17.2 An undisclosed pledge will be established on the Products supplied, which will lapse once the Customer has performed all its obligations ensuing from all Agreements concluded with VMG.
- 17.3 The Customer undertakes to insure and keep insured the Products supplied under retention of title against fire, explosion and water damage and against theft, and to allow inspection of the insurance policy in question at the VMG's first request. Any damages paid by the insurer will replace the aforementioned Products and will accrue to VMG.
- 17.4 The Customer will not be entitled to sell, pledge or encumber in any other way any Products covered by the retention of title.
- 17.5 If third parties levy attachment on Products delivered subject to the retention of title or wish to create rights in same or enforce rights to same, the Customer will be obliged to inform VMG of that circumstance as soon as possible.
- 17.6 Should VMG wish to exercise its proprietary rights as referred to in this Article, the Customer hereby grants its unconditional and irrevocable permission to VMG or any third parties to be designated by VMG to enter those places where VMG's Products are located and to recover those Products.
- 18. Nondisclosure**
- Customer acknowledges that all technical, commercial and financial information that VMG reveals to Customer concerns Confidential information regarding VMG. Customer is not allowed to reveal any of this Confidential information to third parties or to use it for any other purpose parties have agreed upon within the framework of the concerning Agreement.
- 19. Miscellaneous**
- 19.1 In case of discrepancy between the terms of the Agreement and the terms as laid down in the Offer and/or General Terms of Sale, the terms of the Agreement prevail.
- 19.2 The English-language version of these General Terms of Sale is the only authentic version.
- 19.3 In the event of any discrepancy between the Dutch text and a translation, the English text will prevail.
- 19.4 Neither the rights nor the obligations of Customer under the Agreement may be assigned, transferred or otherwise disposed of, in whole or partial, without prior written consent of VMG. VMG will be entitled to assign all or part of its rights and obligations under the Agreement. Any references to VMG will then include the concerning assignee.
- 20. Applicable law and dispute resolution**
- 20.1 All Agreements between VMG and the Customer and any disputes arising from it, will be governed by Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
- 20.2 Any disputes arising from the Agreement concluded between the parties will be settled in the first instance by the competent Court in 's-Hertogenbosch, the Netherlands. Nevertheless, VMG will be entitled to submit any disputes to the competent court according to the law or to an arbitration court.



ANNEXE 4 : ATTESTATION D'EXCLUSIVITÉ



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5521 DW Eersel
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Chamber of Commerce 17080135
www.vencomaticgroup.com

Prof. Kokou TONA PhD
P.O. box 1515
Lome
Togo

Eersel, December 4th 2020

Dear Prof. Tona,

We hereby confirm that Vencomatic Group is the exclusive supplier of a multi-tier broiler system which combines housing broilers on a belt covered with litter in combination with on-farm hatching. This housing system is marketed and known under the name of Patio-system. As far as our market surveys show, there are no other poultry equipment suppliers who can or will offer a similar housing system for broilers.

The on-farm hatching system we are using in the Patio is protected by the international patent WO2018156026A1 prohibiting other suppliers to deliver a similar system without explicit approval of the Vencomatic Group.

I hope this information is useful to you to finalize the realisation of your test house at Cersa.

On behalf of the Vencomatic Group

Yours sincerely,

Ir. G.A.J.M. van de Laar

Think ahead with **poultry people**

COURRIER N°1423/MEF/DNCMP/DSMP&DAJ DU 28 MAI 2021

MINISTRE DE L'ECONOMIE
ET DES FINANCES

DIRECTION NATIONALE DU
CONTRÔLE DES MARCHES
PUBLICS

N° 1423 /MEF/DNCMP/DSMP&DAJ

REPUBLIQUE TOGOLAISE
Travail-Liberté-Patrie

Lomé, le **28 MAI 2021**

Le Directeur National par intérim

A

**Madame le Responsable des Marchés
Publics de l'Université de Lomé**

LOME

VRéf : Lettre n°261/UL/CP/PRMP/05-2021 du 20 mai 2021

Objet : Projet de convention de partenariat relative à la mise en place d'une unité de démonstration du système « Patio » au profit du Centre d'Excellence Régional sur les Sciences Aviaires (CERSA).

Madame le Responsable,

J'ai l'honneur d'accuser réception de la lettre ci-dessus référencée par laquelle vous avez transmis à la Direction nationale du contrôle des marchés publics (DNCMP), pour avis, le projet de convention cité en objet, à conclure par entente directe avec la société VENCOMATIC GROUPE BV, tel que planifié dans votre plan de passation des marchés (PPM) validé.

Après examen dudit projet, la DNCMP note que la société VENCOMATIC GROUP B.V détient des droits d'exclusivité sur l'unité de démonstration du système « Patio », objet de la présente convention, et que cette convention s'inscrit dans le cadre de l'accord de coopération qui lie cette société et le Centre d'Excellence Régional sur les Sciences Aviaires de l'Université de Lomé (CERSA-UL).

En plus, elle note que les prestations sont co-financées par les parties à la convention et que la Banque mondiale à travers l'Association des Universités Africaines, qui coordonne le programme auquel fait partie le CERSA-UL, a marqué son accord pour la prise en charge de la part du CERSA-UL sur ses ressources.

Sur cette base et suivant les tableaux relatifs aux coûts des prestations, la DNCMP donne, conformément à l'article 16 de la loi n°2009-013 du 30 juin 2009 relative aux marchés publics et délégations de service public,

son avis de non objection pour conclure, par entente directe avec la société VENCOMATIC GROUP B.V, la convention de partenariat relative à la mise en place d'une unité de démonstration du système « Patio » au profit du CERSA-UL pour un montant total hors la taxe sur la valeur ajoutée (HTVA) de cent vingt-cinq millions deux cent soixante-quatorze mille trois cent quatorze (125 274 314) francs CFA, dont 57 618 384 francs CFA financé par ladite société et 67 655 930 francs CFA à la charge du CERSA-UL sur les ressources du crédit IDA, qui devra verser 51 878 760 francs CFA au partenaire au titre de la participation au coût des équipements et contribuer au coût des prestations connexes pour 15 777 170 francs CFA.

S'agissant du projet de convention, la DNCMP vous fait parvenir les observations, ci-après, en vue de son amélioration :

- sur la **page de garde**, étant donné que les prestations à réaliser constituent des fournitures et services connexes et sont financées sur les ressources de la Banque mondiale, prière de revoir le code d'immatriculation de la convention comme suit : « Convention de partenariat N°_/2021/ED/UL-CERSA/F/BM ».

De plus, les références de la présente lettre qui autorise l'entente directe et valide le montant de la convention, devront être mentionnées dans les parenthèses en dessous dudit code.

De même, il faudra mentionner sur ladite page, avant le montant de la convention, une rubrique indiquant la dénomination du partenaire qui est la société VENCOMATIC GROUP B.V.

En outre, il conviendrait de préciser la nature fiscale du montant de la convention en mentionnant le terme « HTVA », puisque les tableaux relatifs aux coûts des prestations insérés dans le projet de convention ne comportent pas de lignes relatives à la TVA. Cette observation est également valable pour les articles 4, 5 et 7 du projet de convention, ainsi que pour le tableau de l'annexe 2.

Corrélativement, il importe de prévoir dans la convention un article relatif au régime fiscal et douanier auquel les présentes prestations sont soumises :

- prière de corriger les erreurs constatées dans le titre de l'**article 3** en écrivant : « Activités à mener », au lieu de « Activités a-menées ».

De même, dans la disposition de l'**article 15**, il faudra écrire « ... et du système par rapport aux spécifications initiales », au lieu de « ... par rapport spécifications initiales » ;



- au **premier tiret de l'article 5** du projet de convention, vous voudriez bien préciser que le montant à payer par le CERSA-UL sera pris en charge par le financement de la Banque mondiale ;
- l'avant dernier paragraphe de **l'article 23** qui indique que la convention est conclue « intuitu personae » devra être supprimé ;
- veuillez insérer dans la convention deux (02) articles relatifs respectivement aux **documents contractuels** parmi lesquels la présente lettre devra être citée et jointe en annexe, ainsi qu'aux **cas de force majeure**.

Sous réserve de la prise en compte de ces observations, la DNCMP donne son avis de non objection pour la signature de la convention avec le partenaire.

En application de l'article 4 de l'arrêté n°197/MEF/CAB du 24 septembre 2012 fixant les modalités d'immatriculation des lettres de commande et des marchés publics, les six (06) exemplaires de la convention signée devront être transmis à la DNCMP, pour immatriculation, avant toute notification au titulaire.

Vous trouverez, ci-joint en retour, le projet de convention pour la prise en compte des observations.

Veuillez agréer, **Madame le Responsable**, l'assurance de ma considération distinguée.



Bassidi SOUMAÏLA

PJ : 01

Copies : 02

- **Monsieur le Ministre de l'Economie et des Finances, pour compte rendu et**
- **Monsieur le Président de l'Université de Lomé, pour information.**