



General Terms and Conditions of Van Vugt Kruiden B.V.

Article 1: definitions

In these general terms and conditions (“Terms and Conditions”), the following terms will have the following meanings: *Vendor*: Van Vugt Kruiden B.V., having its registered office in Ridderkerk; *Buyer*: the person or legal entity with whom the Vendor has concluded an Agreement, or with whom the Vendor is negotiating an Agreement; *Parties*: the Vendor and the Seller; *Agreement*: any agreement between the Vendor and the Buyer, any written amendment or addition to such an agreement, as well as all (legal) acts in preparation for and in implementation of that agreement; *Products*: all goods (and/or services and/or other activities) that are the subject of an Agreement.

Article 2: scope

These Terms and Conditions form part of all Agreements. The Vendor will not be bound by the Buyer’s general terms and conditions insofar as they differ from these Terms and Conditions. If the Vendor does not require in a particular case that these Terms and Conditions be strictly observed, this does not mean that the Vendor loses the right to require strict observance of these Terms and Conditions in future cases, whether similar or otherwise. A Buyer with whom an Agreement is concluded under these Terms and Conditions will be deemed to agree tacitly to the applicability of these Terms and Conditions to any subsequent Agreement concluded with the Buyer. If these Terms and Conditions should also be drawn up in a language other than Dutch, the Dutch text will always prevail in the event of differences. If any provision of these Terms and Conditions is void or voided, the remaining provisions of these Terms and Conditions will remain in full force, and the Parties will hold consultations in order to agree a new provision that will resemble the void or voided provisions as closely as possible in terms of tenor and purport.

Article 3: offers, formation of Agreement

All the Vendor’s offers are free of obligation and have a validity period of three working days. All information and specifications provided in the context of an offer are estimates only. Deviations up to 10% are permitted in all cases. The Vendor is entitled to revoke its offer within three working days of receiving the acceptance. An Agreement will be formed at the moment when the Vendor has confirmed it in writing, or at the moment when the Vendor has started performing the Agreement.

Article 4: prices

The Vendor’s prices are for delivery ex works, in conformity with the Incoterms 2010. The prices exclude (turnover) tax and levies, and exclude transport costs. The prices are based on the cost-determining factors applicable at the time of the conclusion of the Agreement. If there is a change in these factors after the conclusion of the Agreement but before delivery which the Vendor cannot influence within reason, the Vendor will have the right to pass on the resulting costs to the Buyer.

Article 5: payment

The Vendor's invoices must be paid within 14 days of the invoice date or as much earlier as has been agreed, without any discount or set-off on any grounds whatsoever. The Buyer will be in default by the mere expiry of the payment term, without notice of default being required. While in default, the Buyer will owe the statutory interest for commercial transactions on the outstanding claims over the period of default. In the event of extrajudicial collection, the Buyer will owe the collection costs actually incurred by the Vendor, in addition to the principal sum and the statutory interest. The extrajudicial collection costs will be at least 15% of the principal sum.

The judicial costs will not be limited to the legal costs to be assessed, and will be payable in full by the Buyer if the latter is (predominantly) found against. Further to a request to this effect from the Vendor, which may be made either before or during the performance of the Agreement, the Buyer will pay a full or partial deposit or furnish security for the fulfilment of its payment obligations.

Article 6: delivery period, delivery and risk

The delivery periods stated by the Vendor will always be estimates only and can never be regarded as final deadlines. The products sold by the Vendor will be delivered ex works, in conformity with the Incoterms 2010. The risk will pass to the Buyer at the moment when the Vendor makes the Products available to the Buyer. The risk of storage, loading, transport and unloading will always be borne by the Buyer. The Vendor will not be obliged to insure the Products sold for the duration of the transport. The Vendor will be authorised, but never obliged, to deliver the Products sold in parts and to issue a separate invoice for each partial delivery. The Buyer will be obliged to take possession of the Products within 24 hours after they were made available to the Buyer. If the Buyer fails to take possession of the Products, or to do so in time, the Buyer will be in default without notice of default being required. In that case, the Vendor will be entitled to store the Products at the Buyer's expense and risk or to sell them to a third party. The Buyer will still owe the purchase price, increased by interest and costs, and where applicable reduced by the net proceeds from the sale to that third party.

Article 7: retention of title

The Vendor will retain the title to all Products delivered until the purchase price for these Products has been paid in full. This retention of title will also apply to the other claims referred to in Section 3:92(2) of the Dutch Civil Code (*Burgerlijk Wetboek*) which the Vendor has or will obtain against the Buyer. As long as the title to the Products has not passed to the Buyer, the latter may not pledge the Products or grant a third party any other right to the Products. However, the Buyer will be permitted to sell and transfer the Products delivered subject to retention of title to third parties in the context of its normal business operations. If the Buyer fails to fulfil its obligations towards the Vendor, or if the Vendor has good reason to fear that the Buyer will fail to do so, the Vendor will be entitled to take back the Products delivered subject to retention of title. The Buyer will fully cooperate in this. After taking back the Products, the Vendor will credit the Buyer for the market value, which under no circumstances can be higher than the original purchase price, reduced by the costs of taking back the Products. If the law of the country of destination of the purchased Products offers farther-reaching options for the retention of title than those described above, the Parties will agree that these farther-reaching options are deemed to have been stipulated for the benefit of the Vendor, on the understanding that if the farther-reaching options cannot be objectively determined, the foregoing will remain applicable.

Article 8: force majeure

In these Terms and Conditions, force majeure (“non-attributable breach”) is understood to mean: any circumstance not subjectively due to the Vendor’s fault which fully or partly prevents the fulfilment of the latter’s obligations towards the Buyer, or due to which the Buyer can no longer reasonably expect the Vendor to perform the Agreement, including -but not limited to - full or partial crop failure, abnormal weather conditions, strike action, factory sit-in, blockades, government measures, war, embargo, power cuts, breakdowns in electric communication lines, fire, natural disasters and large-scale illness of an epidemiological nature among the staff.

If a force majeure situation occurs, the Vendor will be entitled to suspend the performance of the Agreement. If the period of force majeure lasts longer than two months, either Party will be authorised to terminate all or part of the Agreement, without any obligation to pay compensation.

Article 9: inspection and complaints

The Buyer is obliged to carefully inspect the Products, or arrange an inspection, immediately after their arrival at the place of destination or, if this is earlier, after receipt by the Buyer or by a third party acting on the Buyer’s instructions. Any complaints must be submitted to the Vendor in writing, stating the reasons, within six hours after the aforesaid arrival or receipt of the Products. If a complaint is not submitted within this period, it will not be processed and the Buyer will have no entitlements in this respect. No complaint may be submitted with regard to deviations in quality, size, weight, colour, quantity, etc. that are small or customary in the trade and the industry.

The Buyer will lend all cooperation required for the investigation of the complaint. If the Buyer fails to cooperate or if an investigation is not or no longer possible otherwise, the complaint will not be processed and the Buyer will have no entitlements in this respect. The Buyer is obliged to ensure the preservation of the goods as a prudent debtor. The Buyer will not be free to return the Products until the Vendor has agreed to this in writing. If the Vendor stores the returned Products or retrieves those Products in another way, this will be done at the Buyer’s expense and risk. These measures may never be construed as approval or acceptance of the return. Any legal claims must be brought within a period of six months of the timely complaint, failing which they will lapse.

Article 10: liability and indemnification

Except where this is opposed by provisions of mandatory law, and except in the event of wilful misconduct or gross negligence on the part of the Vendor or its senior staff, the following arrangement applies in respect of the Vendor’s liability for damage sustained by the Buyer or third parties. Except where a higher amount is paid out under the Vendor’s liability insurance, the Vendor’s liability will be limited to the damage that was foreseeable as a potential consequence of the act or omission necessitating compensation, up to the amount of the net invoice value of the supply/activity which resulted in the claim from the Buyer and/or third parties. The Vendor will never be obliged to pay compensation for losses other than damage to persons and goods. Without prejudice to the foregoing, the Vendor’s liability for Products it procured from third parties will not extend beyond the liability of these third parties towards the Vendor. Under no circumstances will the Vendor be liable if the Buyer failed to notify the Vendor of the damage within 14 days after it detected or should reasonably have detected this damage. The Vendor reserves all defences which it can invoke for the purpose of rebutting its own liability towards the Buyer, also on behalf of all the persons for whose actions the Vendor would be responsible under the law. The Buyer must indemnify the Vendor against any form of liability towards third parties that might apply to the Vendor in respect of Products

supplied or to be supplied by the Vendor. The Buyer must reimburse the Vendor for the reasonable costs of defence against third-party claims.

Article 11: privacy

The Vendor will process personal data during the performance of the Agreement. The Vendor will handle and protect personal data with due care. The procedures, grounds and retention periods relating to personal data processing in conformity with the General Data Processing Data Regulation are set out in the privacy regulations, which can be found on the website under 'Downloads'. By concluding an Agreement with the Vendor, the Buyer agrees to these privacy regulations.

Article 12: applicable law, competent court

The legal relationship between the Parties is governed by Dutch law. The Vienna Sales Convention is not applicable. Any and all disputes between the Parties falling under the competence of a district court's civil-law sector will be heard exclusively in the first instance by (the Preliminary Relief Judge of) the District Court of Rotterdam, unless the Vendor prefers to refer the matter to the district court within whose jurisdiction the Buyer resides or has its place of business.