

# PURCHASING CONDITIONS

## DE KORREL BEHEER B.V. – ZWARTEBROEK

### CoC-number: 08057247

#### I. General

- 1.1. These Purchasing conditions, in the following referred to as: “*conditions*”, are a part of every application, quotation, assignment, and purchase order of (daughter companies of) De Korrel Beheer B.V., in the following referred to as: “*De Korrel Beheer*”, with legal seat in Zwartebroek, but with offices on Tolboomweg 16, 3784XC in Terschuur (Municipality of Barneveld, the Netherlands), of which are a part, among others, the corporations Mastermix B.V., E.C.S. Paneermeelindustrie B.V., and E.C.S. Trade Products B.V., and whereby De Korrel Beheer - or one of their daughter companies, such to be independently and entirely freely determined by De Korrel Beheer B.V. or one of their daughter companies - acts as Client vis-a-vis a Contractor, as well as to each Agreement between De Korrel Beheer and a Contractor. Wherever reference is made in these conditions to De Korrel Beheer, therefore, thereby may also be understood a daughter company of De Korrel Beheer to be (further) designated by De Korrel Beheer.
- 1.2. Any possible general (sales) conditions or purchasing conditions applied by the Contractor, whatever they are called, are expressly rejected and do not apply with regard to the agreement concluded between De Korrel Beheer and contractor, unless these conditions of Contractor or one or several provisions thereof have been expressly accepted in writing by De Korrel Beheer beforehand.
- 1.3. The underlying application, quotation, assignment, and purchase order - along with the present conditions – represent the complete arrangements between De Korrel Beheer and Contractor with regard to the delivery of matters and/or services for which the agreement was concluded.
- 1.4. The Contractor with whom an agreement was concluded once on these conditions accepts the applicability of these conditions to all later applications, quotations, assignments, and purchase orders of De Korrel Beheer and agreements between De Korrel Beheer and Contractor..
- 1.5. Modifications to the agreement concluded between De Korrel Beheer and the contractor and derogations from these Purchasing Conditions will only be effective if established as such in writing between De Korrel Beheer and the Contractor. Such modifications in that case only apply per case.

#### II. Definitions

- 2.1. Wherever reference is made in these conditions to “*Delivery*” thereby is intended: a (partial) performance by Contractor as described in the Agreement, such as, for example, the delivery of matters, the realisation of a work, and the execution of an assignment.
- 2.2. Wherever reference is made in these conditions to “*Contractor*” thereby is intended: the natural person or the legal person with whom De Korrel Beheer has concluded an Agreement with regard to a Delivery.
- 2.3. Wherever reference is made in these conditions to

“*Agreement*” thereby is intended: the agreement between De Korrel Beheer and Contractor, including the present Purchasing Conditions which are a part of the agreement.

- 2.4. Wherever reference is made in these conditions to “*Quality Standard*” thereby is intended the classification of products in accordance with the quality management system standards that are applicable to the products of the Contractor.

#### III. Adoption of the Agreement | modification of the Agreement

- 3.1. All verbal or written quotations made by or on behalf of Contractor are irrevocable, unless it is expressly and unambiguously indicated that the quotation is non-committal.
- 3.2. An Agreement is adopted through the acceptance by De Korrel Beheer of the offer of Contractor. This acceptance can exclusively be evinced by a clear, written confirmation from a collaborator of De Korrel Beheer who is authorized to such effect.
- 3.3. Verbal orders or assignments do not bind De Korrel Beheer if they were not confirmed by a collaborator of De Korrel Beheer authorized to such effect in writing.
- 3.4. Contractor is obligated to confirm a purchase order placed by De Korrel Beheer within two business days after the receipt thereof. Contractor is obligated to confirm, i.e., send the order confirmation and packing slip or different written notice, or if established otherwise in writing, exclusively to:
  - [purchase@dekorrelbeheer.nl](mailto:purchase@dekorrelbeheer.nl) for De Korrel Beheer B.V.,
  - [purchase@Mastermix.nl](mailto:purchase@Mastermix.nl) for Mastermix B.V.,
  - [purchase@ECS-paneermeel.nl](mailto:purchase@ECS-paneermeel.nl), for E.C.S. Paneermeelindustrie B.V. and E.C.S. Trade Products B.V.
- 3.5. Contractor is obligated to state on the order confirmation at least the purchase order number of De Korrel Beheer, the item number, the price, and the delivery date transmitted by De Korrel Beheer. Any possible changes to item numbers must be reported by Contractor immediately upon the order confirmation.
- 3.6. A deviation from the order confirmation sent by Contractor with respect to the offer does not bind De Korrel Beheer, unless De Korrel Beheer has expressly accepted the deviation in writing.
- 3.7. If Contractor carries out activities that were not previously established in writing with De Korrel Beheer as described in this article, those are not compensated by De Korrel Beheer.
- 3.8. The costs involved in the preparation of a quotation or an offer (whatever they are called) are borne by Contractor, unless parties explicitly establish otherwise in writing.
- 3.9. A modification of the Agreement is only possible if De Korrel Beheer unambiguously agrees in writing with a modification.
- 3.10. Contractor must first have the written permission of De Korrel Beheer before he may proceed with the implementation of the modified Agreement.
- 3.11. If Contractor holds that the Agreement must be expanded or

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abridged, Contractor must first notify De Korrel Beheer accordingly in writing without delay. Subsequently, Contractor will forward an additional quotation to De Korrel Beheer within two business days.

- 3.12. Contractor must first have the written permission of De Korrel Beheer before he may proceed with the implementation of an expanded or abridged Agreement.

**IV. Obligations and responsibilities of Contractor | implementation Agreement | Quality**

- 4.1. Prior to conclusion of the Agreement, Contractor is obligated to investigate whether he has all information he deems necessary to be able to carry out the Delivery for De Korrel Beheer. If Contractor holds after conclusion of the Agreement that information is missing that is relevant for the implementation of the Agreement, the consequences thereof are at the expense of Contractor and he is unable to appeal to any rights vis-a-vis De Korrel Beheer.
- 4.2. The dates mentioned in the Agreement (including the delivery time) are strict time limits, unless explicitly established otherwise. Through the overrunning of a time limit, Contractor falls into default legally without a default notice being required for it.
- 4.3. Deliveries by or via Contractor must occur as Delivered Duty Paid (DDP), according to Incoterms 2010, at the place of destination indicated in the Agreement and on the date and at the time mentioned, unless explicitly established otherwise. The transport takes place at the expense and risk of Contractor.
- 4.4. Contractor or a transporter to be deployed by Contractor must be "self-unloading" (able on location to properly unload himself without the assistance of De Korrel Beheer), unless parties expressly establish otherwise in writing.
- 4.5. The risk of a Delivery only passes to De Korrel Beheer after it has been unloaded at De Korrel Beheer or at a location designated by De Korrel Beheer, De Korrel Beheer has signed for receipt, and has accepted the Delivery.
- 4.6. If De Korrel Beheer timely communicates to Contractor that they are unable to receive a Delivery at the established place and/or established time, Contractor will keep the Delivery as a diligent safekeeper and take all measures that are reasonably necessary for the keeping of the Delivery until the moment that De Korrel Beheer is able to receive the Delivery still.
- 4.7. Unless parties expressly establish otherwise in the Agreement, a postponement as intended in article 4.6. only confers a right to the compensation of the costs incurred reasonably to Contractor if such postponement lasts longer than two (2) weeks. Otherwise, the costs are borne by Contractor.
- 4.8. If Contractor on grounds of the Agreement must deliver under one or more required certificate(s), Contractor is obligated to enclose a copy thereof in the Delivery.

- 4.9. If Contractor must still make a back delivery to De Korrel Beheer, the costs of such back delivery are borne entirely by Contractor, unless parties expressly establish otherwise in writing.

- 4.10. It is not permitted to Contractor to deploy third parties for the implementation of activities in the context of the Agreement, unless De Korrel Beheer has granted prior written consent for this to Contractor, which consent De Korrel Beheer may subject to additional conditions. In case of the deployment of third parties, Contractor remains fully responsible for the proper compliance with his undertakings on account of the Agreement concluded with De Korrel Beheer and for the activities conducted or matters delivered by these third parties.

- 4.11. If what was delivered by Contractor in the opinion of De Korrel Beheer does not correspond with the Agreement, De Korrel Beheer will communicate such forthwith to Contractor. Contractor is obliged to immediately replace the matters already delivered or to restore them. If Contractor has not replaced or restored the matters within two business days after the reporting of a complaint of De Korrel Beheer, De Korrel Beheer has the right to have these matters delivered or restored by third parties at the expense of Contractor. De Korrel Beheer may set off the costs involved therein against what may still be owed to Contractor on account of the Agreement.

- 4.12. Contractor is obliged to have a liability insurance that is in line with the Delivery, the Agreement, and the present Purchasing Conditions, and with a coverage of at least € 1,000,000 per event or per several events with one and the same cause. Contractor is obliged upon first request of De Korrel Beheer to provide a current and valid policy of this insurance. Contractor is furthermore obligated to timely and completely comply with all obligations on account of this liability insurance (also including the obligation to pay fees).

- 4.13. The quality standard, quantity, and weight of the matters purchased by De Korrel Beheer as determined at the time that the matters are delivered at the company of De Korrel Beheer are determinative.

- 4.14. The weight of the matters purchased by De Korrel Beheer is established by weighing at the company or warehouse of De Korrel Beheer. De Korrel Beheer guarantees that use is made of calibrated weighing equipment.

- 4.15. All statements by De Korrel Beheer of numbers, sizes, weights and/or other indications with regard to the matters are made with as much diligence as possible. Contractor guarantees that no deviations (of more than 3%) will occur in the matter.

- 4.16. The quality of the matters purchased by De Korrel Beheer can upon request of De Korrel Beheer be further determined. This determination of quality will take place in the manner that is customary in the sector by De Korrel Beheer or a controller to be designated by them based on samples taken from the

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batch delivered.

- 4.17. The Contractor must verify beforehand that the matters ordered from him and the associated documentation, packaging, labelling and/or other information are compliant with all provisions established for such by the authorities in the country of destination.

**V. Packaging Delivery**

- 5.1. Contractor is obligated to package the Delivery(/-ies) in conformity with the instructions and/or indications provided for it by De Korrel Beheer.
- 5.2. If matters to be delivered by Contractor must be packaged, Contractor is obliged to take care of good and sound packaging that is in accordance with the safety requirements.
- 5.3. The matters and goods to be delivered by Contractor to De Korrel Beheer must be provided by Contractor with a digital reference, so that the provenance thereof can be traced for origin and production.

**VI. Intellectual property**

- 6.1. If Contractor carries out a Delivery in the context of the Agreement that is subject to intellectual property rights, Contractor grants De Korrel Beheer a free, non-exclusive, and transferable license that is valid for an indefinite time for the use of the Delivery in case. This license comprises in any event the right of disclosure and multiplication.
- 6.2. Contractor guarantees De Korrel Beheer that upon the implementation of the Agreement patents, licenses, copyrights, and other rights of intellectual property of third parties are not violated.
- 6.3. Contractor safeguards De Korrel Beheer against claims by third parties that flow from an infringement of intellectual property rights related to the Agreement and will compensate all damage that De Korrel Beheer incurs as a result of that infringement.

**VII. Confidentiality**

- 7.1. Parties are mutually obliged to observe the confidentiality of the information received by them in the context of the (adoption of the) Agreement.
- 7.2. All drawings, designs, specifications, and other data that De Korrel Beheer has provided to Contractor remain the property of De Korrel Beheer.
- 7.3. Contractor is obligated to respect the total secrecy of all information he receives from De Korrel Beheer in the context of the (adoption of the) Agreement. Contractor is obliged to oblige his employees and the third parties deployed by him for the implementation of the Agreement to observe the same secrecy.
- 7.4. It is prohibited to Contractor publicize the implementation of the Agreement or a Delivery, unless prior written approval was granted for this by De Korrel Beheer, which approval may be subjected by De Korrel Beheer to (financial) conditions.

- 7.5. Violation by Contractor of the confidentiality obligations mentioned in this article is qualified by parties as a serious attributable shortcoming and this grants De Korrel Beheer the authority to rescind this agreement with immediate effect, without any right to compensation (of damages), nor to compliance, thereby arising for Contractor vis-a-vis De Korrel Beheer.

- 7.6. The confidentiality obligations described in this article remain effective after termination of the Agreement as well.

**VIII. Force majeure**

- 8.1. Contractor can only appeal to force majeure vis-a-vis De Korrel Beheer in the event of a shortcoming that cannot be attributed to the fault of Contractor, and neither pursuant to the law, a legal transaction, or commonly held opinion falls under his responsibility.
- 8.2. If Contractor appeals to force majeure, Contractor is obliged to forthwith inform De Korrel Beheer in writing concerning, while providing a substantiation of such appeal.
- 8.3. If Contractor cannot, cannot timely, or cannot properly comply with his obligations from the Agreement as a result of force majeure, those obligations are entirely or partially suspended until the moment that Contractor able to still comply vis-a-vis De Korrel Beheer in the established manner.
- 8.4. De Korrel Beheer has the right in case the situation of force majeure as intended in 8.3. has occurred for 14 consecutive days to rescind the agreement after entirely or partially with immediate effect in writing, without any right to compensation (of damages), or any right to compliance, thereby arising for Contractor vis-a-vis De Korrel Beheer.

**IX. Prices | Payment | Invoicing**

- 9.1. The price established between De Korrel Beheer and Contractor is inclusive of all costs, duties, and taxes, and exclusive of sales tax, unless parties expressly establish otherwise in the Agreement.
- 9.2. If there were to be changes during the term of the Agreement to wage costs, prices of material, taxes, and any other charges whatsoever, then these are borne by Contractor, unless parties expressly establish otherwise in the Agreement.
- 9.3. The invoice(s) to be sent by Contractor in the context of the Agreement must be prepared in the name of De Korrel Beheer B.V.- or one of their daughter companies mentioned in article 1.1., such to be determined independently and entirely freely by De Korrel Beheer or one of their daughter companies - and must be compliant with the (legal) requirements to be set for such, including the VAT-number, the Chamber of Commerce number, the IBAN and BIC-number. In addition, the invoice must be provided with the purchase order number of De Korrel Beheer - or one of their daughter companies mentioned in article 1.1., such to be determined independently and entirely freely by De Korrel Beheer or one of their daughter

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companies intended above - in article 3.5., as well as with any such additional information as may be mentioned in the Agreement.

- 9.4. The invoice(s) to be sent by Contractor must contain a specification of all products, matters, services, whatever they are called, that were delivered to De Korrel Beheer in the context of the Agreement, including the associated item numbers.
- 9.5. Contractor must exclusively send the invoices in the context of the Agreement to [purchase@dekorrelbeheer.nl](mailto:purchase@dekorrelbeheer.nl). Only then will De Korrel Beheer accept the invoice(s) for processing.
- 9.6. Contractor only has the right to send an invoice after the Delivery in the context of the Agreement has been carried out and/or completed. An invoice date on an invoice of Contractor can never fall before an established delivery date.
- 9.7. De Korrel Beheer will pay the invoice(s) within the term established in writing with Contractor following the correct receipt of the right invoice(s) and if it has been established that the Delivery in the context of the Agreement occurred correctly and in conformity with the Agreement and Contractor has complied with all obligations.
- 9.8. Invoices that do not meet the requirements established in this article are not accepted for processing by De Korrel Beheer. De Korrel Beheer returns the invoice and does not settle it.
- 9.9. If Contractor does not, does not timely, or does not completely comply with one or more obligations from the Agreement, then De Korrel Beheer has the right to suspend their obligations, also including their payment obligations.
- 9.10. Payment by De Korrel Beheer under no circumstance means that De Korrel Beheer waives their rights.

**X. Sanctions clause**

- 10.1. In case of the overrunning of a term established in the Agreement, Contractor forfeits a fine to De Korrel Beheer. The amount of the fine is equal to the amount that De Korrel Beheer would have owed to Contractor in case of the timely and correct implementation of the Agreement. Upon the overrunning of an established term, De Korrel Beheer has the right to rescind the Agreement, without the intervention of the court of law, without owing anything to Contractor, and without being bound to comply.
- 10.2. Payment of the fine mentioned in article 10.1. does not relieve Contractor of his obligations on account of the Agreement.
- 10.3. Entitlement to the fine leaves unaffected the right of De Korrel Beheer to compliance and to compensation of damages.

**XI. Complaint**

- 11.1. A Delivery is only deemed to have been accepted by De Korrel Beheer if this Delivery has been approved by De Korrel Beheer.
- 11.2. De Korrel Beheer has the right and the authority during at least three months after Delivery or after discovery of an issue with regard to the Delivery to file complaint with Contractor.

Parties establish that this term is a reasonable term.

**XII. Suspension and retention**

- 12.1. Contractor expressly waives his right to suspend his obligations from the Agreement if De Korrel Beheer were to be in default.
- 12.2. De Korrel Beheer has the right to suspend their (payment) obligations if Contractor falls short or threatens to fall short in complying with his undertakings on account of the Agreement.
- 12.3. Contractor expressly waives any possible appeal by Contractor to a lien.

**XIII. Liability**

- 13.1. Contractor is liable towards De Korrel Beheer for all damage (also including direct and indirect damage, such as business damage and loss of profit) that De Korrel Beheer incurs as a result of a shortcoming in complying with the obligations of Contractor on account of the Agreement, unless wilful intent or deliberate recklessness on the part of De Korrel Beheer pertains. This liability applies fully if Contractor has deployed third parties for the implementation of the Agreement. Contractor is fully liable vis-a-vis De Korrel Beheer for damage that De Korrel Beheer incurs as a result of a shortcoming by these third parties that were deployed.
- 13.2. Contractor safeguards De Korrel Beheer against all third-party claims that are related directly or indirectly, intermediately or immediately, to the implementation of the Agreement (also including a product and/or part that was delivered).

**XIV. Rescission | cancellation**

- 14.1. In the following situations, Contractor falls into default legally, without any default notice being required from De Korrel Beheer, De Korrel Beheer has the right to entirely or partially rescind or cancel the Agreement:
  - a) Contractor does not, does not timely, or does not completely comply with one or more of his obligations on account of the Agreement;
  - b) A bankruptcy application has been filed against Contractor, he has gone bankrupt, or has applied for suspension of payments and/or submitted a request for the legal restructuring of his debts;
  - c) An attachment is levied on matters or claims of Contractor;
  - d) The Contractor is dissolved or liquidated;
  - e) Contractor transfers (parts of) his enterprise or the control thereover completely or partially to third parties.
- 14.2. If De Korrel Beheer exercises their rights of rescission or cancellation as described in this article, this leaves unaffected the right of De Korrel Beheer to obtain a compensation (of damages) and other legal rights.
- 14.3. Upon a rescission or cancellation, the claims of De Korrel Beheer on Contractor become immediately exigible.

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**XV. Warranty**

- 15.1. Without prejudice to his liability from the Agreement or the law, Contractor guarantees De Korrel Beheer that the Delivery(/-ies) correspond(s) with the Agreement. This warranty comprises amongst other matters that:
- a) The matters are compliant with the information provided, quantity submitted, weight and other specifications of De Korrel Beheer;
  - b) The matters are suitable for the purpose of the Agreement;
  - c) The matters are of good quality, without any defects, finished, and ready for use;
  - d) The matters are compliant with the applicable legal requirements, standards, and arrangements in the sector;
  - e) The matters clearly indicate who the manufacturer is or who the party is introducing the matters into commercial exchange.
- 15.2. A warranty term applies as stipulated in the Agreement.
- 15.3. If no warranty term is stipulated in the Agreement, a warranty term of the technical lifespan or usage duration of the matters delivered under the Agreement (whatever they are called) applies, counted from the moment of delivery at De Korrel Beheer. It applies to at least six months.
- 15.4. If it turns out during the warranty period that delivered matters and/or a Delivery are/is not compliant with the guarantees provided by Contractor, De Korrel Beheer will report such within a reasonable term after discovery of the defect to Contractor.
- 15.5. Contractor is obligated to replace or restore the relevant Delivery(/-ies) within two business days after the report by De Korrel Beheer free of charges, or to supplement what was missing, unless De Korrel Beheer chooses to terminate the Agreement.

**XVII. Miscellaneous provisions**

- 17.1. Contractor informs De Korrel Beheer upon own initiative instantly in the event of, or if Contractor is confronted with, deliberate or accidental impairment of products and/or the blackmailing with products and resulting damage that may happen or happens to Contractor or is incurred by him.
- 17.2. If in the opinion of one of the parties such is necessary for the proper implementation of the Agreement or if measures are required for this, each of the parties can request a consultation concerning instantly so as to establish joint measures to counter this.
- 17.3. If one of the provisions of these Purchasing Conditions turns out to be invalid, then this does not impair the validity of the other provisions.

**XVIII. Applicable law and choice of court**

- 18.1. To the legal relationship (also including the Agreement) between De Korrel Beheer and Contractor, Netherlands legislation is exclusively applicable.
- 18.2. The United Nations Convention regarding international

purchase agreements concerning movable goods of 1980 (the Vienna Commercial Convention) is expressly not applicable to the Agreement concluded between De Korrel Beheer and the Contractor. The effect of this treaty is excluded.

- 18.3. Any dispute flowing from the Agreement concluded between De Korrel Beheer and the Contractor, also including the collection of a claim, will only be allowed to be subjected to the judgment of the competent court of law of Gelderland, seat of Arnhem, such to the exception of disputes that belong to the competence of the preliminary injunctions court 'kantonrechter'.
- 18.4. In case of a possible deviation between a provision of the Dutch version of these Purchasing Conditions and the translation thereof in a different language as well as in the event of a difference regarding interpretation, the Dutch version is exclusively decisive and binding.

These conditions were registered on 25 November 2020 at the Registrar of the court of law of Gelderland in Arnhem under number 48/2020.

De Korrel Beheer B.V.  
Tolboomweg 16  
3784 XC Terschuur  
the Netherlands