

# GENERAL SALES AND DELIVERY CONDITIONS

DKB PARTNERS IN FOODSOLUTIONS B.V. – BARNEVELD

Chamber of Commerce number: 08057247

## I. Scope

- 1.1. Unless expressly stated and/or established otherwise, applicable to all offers, quotations, agreements, and deliveries of matters and/or services by (daughter companies of) DKB Partners in Foodsolutions B.V., with registered seat in Terschuur, but with offices on De Landweer 13, 3771 LN Barneveld, the Netherlands, whereby DKB Partners in Foodsolutions B.V. - or one of its daughter companies: MasterMix B.V., ECS Paneermeelindustrie B.V., and ECS Trade Foodproducts B.V., such to be independently and entirely freely determined by DKB Partners in Foodsolutions B.V. or one of its daughter companies - (in the following jointly referred to as: "*seller*") with third parties (in the following referred to as: "*buyer*"), are the terms and conditions listed below (in the following referred to as: "*conditions*"). Wherever reference is made in these conditions to DKB Partners in Foodsolutions B.V., thereby can be understood as well as a daughter company of DKB Partners in Foodsolutions B.V.(further) designated by DKB Partners in Foodsolutions B.V.
- 1.2. Any possible general conditions applied by the buyer, whatever they are called, are expressly rejected and do not apply to this agreement, unless these conditions or one or more provisions thereof have been expressly accepted in writing by the seller.
- 1.3. Purchase conditions or clauses deviating from these conditions that the buyer or third parties refer to in any manner whatsoever, that are mentioned in any correspondence or in another connection, or that are generally the custom in commercial practice, are expressly rejected by these conditions, are set aside, and are not effective.
- 1.4. Changes to the agreement concluded between the seller and the buyer and derogations from these general sales and delivery conditions will only be effective if established in writing between the seller and the buyer.
- 1.5. The underlying assignment/agreement - jointly with these conditions - represent the entirety of the arrangements between seller and buyer with regard to the deliveries of matters and/or services for which the agreement was concluded. All earlier proposals made between parties in the matter lapse.
- 1.6. The buyer with whom an agreement has been concluded once under these conditions, accepts the applicability of these Conditions to all later quotations of seller and agreements between buyer and seller.
- 1.7. If one or several provisions of these general conditions were to turn out to be invalid, or are overruled by a court of law, they are replaced by way of conversion by (a) provision(s) in accordance with such Law as is effective at such time and the other provisions remain fully effective.

## II. Definitions

- 2.1. 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 is applicable to the products of seller.
- 2.2. Wherever reference is made in these conditions to

"*returnable packaging*", thereby is intended packaging or transport material belonging in property to seller that by its nature is intended to be able to transport products several times, also including (though not solely) collection boxes, (roll) containers, barrels, or pallets.

- 2.3. Wherever reference is made in these conditions to "*collection costs*", thereby is intended the costs owed to legal service providers to obtain satisfaction for an extrajudicial claim on a buyer.
- 2.4. Wherever reference is made in these conditions to "*non-performance*", thereby is intended an attributable shortcoming in accordance with the law of the seller based on proof of fault, causal relationship, and amount of the damage demonstrated by buyer in the matter of a delivery or the provision of a service by seller.

## II. Offers, assignments, and agreements

- 3.1. All verbal or written offers made by or on behalf of the seller are non-committal, unless a written quotation was issued with an acceptance term concretely indicated in that quotation.
- 3.2. Assignments and acceptances of offers by buyer count as irrevocable. If seller upon request of buyer agrees to a cancellation or modification, the buyer is obliged in any case to pay seller an amount in damages to the amount of at least 25% of the total established amount, without prejudice to the right of seller to compensation of damages.
- 3.3. Assignments and orders are only binding for the seller when they have been confirmed or accepted in writing by the seller. The risk of the correct implementation of assignments granted by phone lies with the buyer.
- 3.4. An estimate made by the seller of the costs involved in an order (such as transportation and packaging costs, etc.) is always non-committal. The buyer will never be able to derive any rights from such an estimate.
- 3.5. An agreement is only adopted between the seller and the buyer after the statement of agreement of the buyer with the offer of the seller has reached the seller.
- 3.6. Circumstances that increase costs - also in case of an established fixed price - such as the increased price of raw material, power, transport, import duties, wages, and other costs that weigh on the purchased matters with the seller, that arise three months or later after conclusion of the agreement for the seller grant the seller the right to pass such on and to compensation of the consequences that flow therefrom for the price of the purchased matters if those circumstances increase the (production) costs of the purchased matters by more than 10%.
- 3.7. Other circumstances increasing costs that impact on the purchased matters as intended in the previous section are circumstances that enter into effect three months after conclusion of the agreement and:  
that are of such a nature that upon adoption of the agreement seller did not have to take into account the possibility of their occurrence and that increase the purchase costs that apply for the seller himself of the (parts of the) matters and the price of costs of the matters bought by buyer from seller by more than 10%, or  
that cannot be attributed to the seller and that increase the costs of production at seller and the price of cost of

- the matters purchased by buyer before by more than 10%.
- 3.8. If the seller holds that such circumstances that increase costs or the price of cost respectively have become effective and he claims entitlement to additional payment, he must accordingly inform the buyer as soon as possible in writing or electronically.
  - 3.9. If the price increase, otherwise than as a result of a change to the agreement established by seller and buyer, exceeds 10%, the buyer has the right to rescind the agreement, on condition this occurs within 14 days after receipt of the modified price submitted by the seller and the request for additional payment is made in writing or electronically. If the buyer is not willing to settle the price increase additionally or if the buyer does not pay in full within the payment term, then the seller has the right, instead of demanding compliance, to rescind the agreement immediately. In that case, costs reasonably incurred by the seller will be compensated by buyer to the seller.
  - 3.10. If the buyer grants an assignment or places an order with a clause stipulating any price or condition that, even on any minor point, deviates from the (customary) offer or what was further established between parties, the proposed agreement will not be adopted, unless it is confirmed by seller in writing.
  - 3.11. If a purchased lot of goods is delivered in batches, each delivery counts as a separate contract.

### III. Quality, quantity, and weight

- 4.1. Quality standard, quantity, and weight of the matters purchased by the buyer established at the time that the matters leave the company, storage, or warehouse of seller are determinative.
- 4.2. The weight of the matters purchased by the buyer is determined by weighing at the company or warehouse of the seller. The seller guarantees that use is made of certified weighing equipment.
- 4.3. All statements by seller of numbers, sizes, weights and/or other indications regarding the matters are made with the greatest possible care. Seller is unable to guarantee, however, that no minimal deviations will occur in the matter. Deviations that are customary in the sector are tolerated in any event.
- 4.4. The buyer must check correspondence with submitted or established numbers, sizes, weights and/or other indications of seller immediately after receipt as much as possible.
- 4.5. The quality of the matters purchased by the buyer can upon request of the buyer be further determined. This determination of quality will be carried out in the manner that is customary in the sector by the seller or by a controller to be designated by him on grounds of samples taken.
- 4.6. The buyer can control or let control the weighing, quality determination, and sample taking at own expense at the company or at the warehouse of the seller.
- 4.7. The buyer must verify that the matters to be ordered and/or ordered by him and the associated documentation, packaging, labelling and/or other information are compliant with all provisions established by the authorities in the country of destination.

### IV. Returnable packaging

- 5.1. The seller commits himself vis-a-vis the buyer to package the matters purchased from him properly (unless the nature of the matters opposes such) and to secure them in such a manner that in case of regular transportation

they reach their destination in proper condition.

- 5.2. Returnable packaging, intended for re-use, remains the property of the seller and should be returned to the seller as soon as possible after receipt by the buyer undamaged and in proper conditions to the seller free of charges. The costs and the risk of the transportation of empty returnable packaging are borne by buyer.
- 5.3. If empty returnable packaging is not returned to the seller by the buyer within two months after delivery date of the matters purchased by the buyer, and the buyer even after injunction and summation continues to refuse to return the returnable packaging, the seller is entitled to substitute compensation of damages, based on the current purchase value of the returnable packaging.
- 5.4. All returnable packaging that is temporarily provided to the buyer (whether or not against the charge of a guarantee sum or security deposit) must be exclusively used for the matters of the seller.
- 5.5. The returnable packaging may not be used for different purposes than what it is intended for and may not be used for different products than those that demonstrably derive from seller. The buyer does not have the right to provide the returnable packaging to third parties.
- 5.6. As soon as the returnable packaging is liberated, the buyer must clean it, and store it in such a manner as is required to meet the hygiene requirements that apply in the sector. The associated costs are borne by the buyer.
- 5.7. If the seller receives returnable packaging back from the buyer that has not or has not been correctly cleaned, the costs of the cleaning thereof will be borne by the buyer in accordance with the rate that is customary for this in the sector. For the assessment whether the returnable packaging has been correctly cleaned, the hygiene requirements that apply in the sector will be followed as a standard.
- 5.8. In case of the loss or damaging of the returnable packaging, the claim of the buyer on the refund of a guarantee sum or security deposit lapses.

### V. Delivery term

- 6.1. The delivery term becomes effective after adoption of the agreement, after seller has available all documents and data to be supplied by the buyer and after such advance payment as may have been stipulated has been received by seller or security for payment has been lodged to the benefit of seller.
- 6.2. The buyer is obliged to timely provide the seller with the instructions required that are necessary for shipping and proper receipt.
- 6.3. The date stated on the bill of lading or the waybill counts as the loading date, barring proof to the contrary.
- 6.4. Delivery terms submitted by seller have indicative effect and can never be considered strict time limits. In case of the overrunning of the delivery term, the buyer never has the right to claim compensation for additional or substitute, direct or indirect damage, or to non-compliance or suspension of any obligation flowing from the agreement or from any other agreement, or to rescind the agreement.
- 6.5. The buyer has the right after expiry of the delivery term to give notice for a new reasonable term, upon the overrunning of which the purchaser has the right to terminate or rescind the agreement without charges by way of a written statement to such effect to seller within fourteen days, without such being able to lead to any obligation to compensate damages on the part of seller.

- 6.6. The delivery term is extended by the time that the implementation of the agreement is delayed due to force majeure (as specified in article VIII of these conditions).

## **VI. Delivery, acceptance, storage**

- 7.1. Unless established otherwise, delivery occurs ex warehouse/factory (ex-works) at the location of the relevant company site of seller.
- 7.2. If transport is necessary and the buyer procures the means of transportation, he is obligated to receive the matters at the hour to be submitted by the seller beforehand. If transport is necessary and the seller procures the means of transportation, he will timely inform the buyer of the date of departure and/or the expected time of arrival at the place of destination of the means of transportation. The party procuring the means of transportation in such case bears the risk of transport.
- 7.3. Seller has the right to engage third parties for the implementation of the agreement or of parts thereof.
- 7.4. The buyer must accept the matters immediately after arrival at the place of destination submitted by the buyer or after release.
- 7.5. The buyer commits himself - if the seller procures the means of transportation - to give the transporter the opportunity to deliver the matters to the delivery address that was submitted and to take with him any possible returnable packaging and to thereby do everything that is possible to prevent or keep to a minimum as much as possible waiting time for the transporter. Any possible costs associated with waiting time, clearance or customs are borne by the buyer. Upon unloading and accepting the matters and the loading of the returnable packaging, the buyer will (let) render assistance and instructions, without claiming any type of compensation to such effect.
- 7.6. The seller has the right, if the regular air, water, road, or rail transport is impossible or is structurally hindered to ship the matters in the manner that seems best to him to guarantee timely delivery (as much as possible), while the costs that are caused by it or respectively the additional costs are borne by the buyer. In such case, the seller is never liable in the matter of delayed deliveries.
- 7.7. If - at the discretion of the seller - there are grounds to assume that the buyer will not or will not completely be able to comply with a purchase agreement, the seller has the right to demand advance payment or the lodging of a security before proceeding with delivery or further delivery. If the buyer remains in default in the matter, the seller has complied with his delivery obligation by offering the matters to the buyer against simultaneous payment to the buyer.
- 7.8. If, for any reason whatsoever, the buyer is not able to accept the matters at the established time and they are ready for shipment, the seller will, if his storage options permit such, store the matters upon request of the buyer and take all reasonable measures to prevent deterioration in quality until they have been delivered to the buyer. The buyer is obliged to compensate the seller for the transportation costs and storage costs according to the rate that is customary in the sector as from the time that the matters are ready for shipment or delivery, or, if this is a later point in time, as from the delivery date established in the purchase agreement.

## **VII. Force majeure**

- 8.1. The seller has the right without falling into default to suspend the delivery of the matters purchased by the

buyer if as a direct or indirect consequence of one or more of the causes indicated in article 8.3. - regardless of whether these could be foreseen at the time of conclusion of the contract - the matters cannot or cannot be timely be reasonably delivered.

- 8.2. If as a consequence of one or more of the causes indicated in article 8.3. the costs of transport increase excessively, the seller will be able to demand from the buyer that the buyer chooses between timely delivery under acceptance of the obligation to pay the additional costs or to suspend the delivery until such further date as is to be determined in mutual consultation.
- 8.3. Force majeure on the part of the seller pertains if the seller after conclusion of the purchase agreement is prevented from complying with his obligations from this agreement or with the preparations thereof as a result of war, the threat of war, civil war, rioting, terrorist attacks, terrorism, upheavals, work strikes, company occupation, exclusion, fire, environmental and water damage, pandemics, deliberate or accidental product impairment or respectively product blackmail, flooding, government measures including import and export restrictions, extreme weather conditions, malfunctions in the supply or provision of raw and ancillary materials, malfunctions in the supply of power and materials required, non-performance on the part of a supplier from whom the seller purchases his matters, defects in machines and systems, defects in means of transportation, transport impediments or boycotts, the withdrawal or non-extension of permits, certificates, licenses and the likes that are required and furthermore all other causes that have arisen outside the fault or the sphere of influence of the seller.
- 8.4. If as a result of force majeure as referred to in article 8.3. the delivery is delayed by more than two months, both the seller and the buyer are authorised to unilaterally rescind the agreement by way of a written statement to the counterparty for the part thereof that has not been implemented yet. In such case, the seller is only entitled to compensation of the costs incurred by him.

## **VIII. Retention of title**

- 9.1. The seller remains the owner of the matters delivered by him to the buyer until the buyer has complied with all his obligations, also future ones, vis-a-vis seller. From the moment of first delivery, the buyer bears the risk for the loss or damaging of the delivered matter that has arisen due to any cause whatsoever.
- 9.2. If the matters delivered by seller have in the meantime been processed or adapted, the matter that has newly arisen is deemed to have been manufactured by order of seller. This applies as well for as long as the buyer has not complied with all his obligations vis-a-vis buyer.
- 9.3. Without the knowledge and written approval of seller, buyer is not authorised prior to payment to pawn the delivered matter to third parties, to encumber such, or to transfer the property, and seller remains the proprietor thereof until the buyer has integrally fulfilled all his obligations vis-a-vis seller.
- 9.4. For as long as the matters are still the property of the seller, the seller has the right at all times in case of non-compliance or a legitimate fear of non-compliance by the buyer with an undertaking flowing for him from the purchase agreement, without any default notice or judicial intervention being required, to reacquire the possession of these matters again, wherever they are located. The buyer presently authorises seller already for such case to

enter the area where these matters are located.

- 9.5. The buyer commits himself:
- a) to pawn the claims he acquires vis-a-vis his purchasers upon the resale of delivered matters to seller, failing which he irrevocably authorises seller to do such in his name;
  - b) to pawn the matter that the delivered matter has become a component of or with which the delivered matter has merged or has formed a new matter, to seller, failing which he irrevocably authorises seller to do such in his name;
  - a) to render assistance in a different manner for all reasonable measures that seller wants to take to protect its property title and that do not unreasonably hinder buyer upon the normal exercise of his business;
  - b) to keep the delivered matters with care, to insure them, and to sufficiently mark them as the recognisable property of seller;
  - c) upon first request of seller to present the insurance policies for inspection and to cede his possible claim(s) on the insurance company to seller upon first request.
- 9.6. The consequences in the field of property law of the invocation of the retention of title by seller are governed by Netherlands Law, unless the law of the country of destination in case of matters intended for exportation contains provisions more advantageous to seller than Netherlands Law. In such case, seller can demand application of the law of the country of destination.
- 9.7. The seller has the right to keep the matters that he has taken possession of again either under control until the buyer has paid all of his claims, or to sell them to third parties, in which case the net proceeds will be deducted from the claims of the seller that still have to be settled by the buyer.
- 9.8. If products, matters, or documents have been provided by the buyer to seller, seller can in case default has become effective always hold these back with a written appeal to retention until the payable claim(s) of seller has/have been settled in full.

## **IX. Complaints**

- 10.1. The buyer is obligated immediately upon delivery at the place of destination or, if this is sooner, immediately after receipt by himself or by a third party acting on his behalf, to carefully control the matters for defects.
- 10.2. Any possible complaints in the matter of the defects identified on the delivered matters and other complaints must be submitted by the buyer, on pain of the forfeiture of his rights, within 48 hours after receipt or delivery of the matters at the place of destination to the seller in writing by telefax, telegram, or registered mail, while precisely stating the nature and grounds of the complaints. Deficiencies, deliveries damage on the outside, as well as visible defects that have been identified must be clearly stated on the transport document that is to be signed upon receipt, failing which it is assumed that the delivery was in conformity with the order. Any possible identified defects stated on a transport document signed upon receipt lack validity if not confirmed by the driver or the transporter who has delivered the delivered matters by way of his signature or company stamp.
- 10.3. Defects that could not reasonably have been identified or been visible within the afore-stated term must be reported to seller immediately after their identification and at the latest within 14 days after delivery in the

manner as stated in 10.2.

- 10.4. Any right of complaint lapses if:
- a) the matters have been (improperly) transported, treated, used, processed, or stored by or on behalf of the buyer prior to cognisance of the complaint by the seller;
  - b) the matters have in the meantime been processed by or on behalf of the buyer;
  - c) the buyer does not, does not properly, or does not timely comply with any obligation flowing for him from the underlying agreement.
- 10.5. In case a timely and in the opinion of the seller well-founded complaint has been submitted by the buyer in the matter of a quality deficit in relation to the established quality standard in conformity with what is established in article 10.2., the seller will exert himself at the shortest possible notice to provide a substitute lot to the buyer. The buyer is obliged to keep the lot with respect to which the complaint has been submitted available for the seller for a reasonable term, though in any event for 5 business days and to take all precautions that may reasonably be demanded of him to keep the quality that was established upon delivery constant.
- 10.6. In case the complaints regard invoices received by buyer, these must be brought to the attention of the seller within 8 days after invoice date by e-mail with confirmation of receipt, registered mail, or fax. Complaints that reach the seller after expiry of the term of 8 days referred to above are no longer taken under advisement by the seller. Determinative is the demonstrable moment of receipt by seller. The buyer is deemed to accept the invoice sent to him after expiry of the term of 8 days as indicated above.
- 10.7. Return shipments by the buyer are only permitted if the seller has granted his express prior written permission for this.
- 10.8. Matters with regard to which a complaint has been or is filed legitimately may only be destroyed upon the written request of seller.
- 10.9. If the quality deviation of the established standard is of a minor nature or only regards less than 10% of the total delivered on the delivery date, no replacement will occur, but the seller will only be obliged to compensate the demonstrable inferior value.
- 10.10. Buyer forfeits all rights and powers that were available to him on grounds of defectiveness, if he has not filed complaint within the terms indicated above and/or has not given seller the opportunity to restore the defects. After expiry of the terms, what has been delivered is deemed irrevocably and unconditionally accepted.
- 10.11. By submitting a complaint, the payment obligation of buyer with respect to the matters under dispute is not suspended.

## **X. Prices, payment**

- 11.1. The sales price is exclusive of sales tax.
- 11.2. Every government measure as a result of which unforeseen costs are incurred and the imposition or respectively modification of taxes, import duties, levies and other charges imposed by national, international and/or union authorities that could not be foreseen upon the adoption of the agreement grant seller the right to change the prices correspondingly and with immediate effect. Any possible price increases are borne by the buyer.
- 11.3. Unless the seller delivers to the buyer against cash payment, payment must occur without any discounts within 30 days after invoice date. Deviation from said

payment term is only possible if this has been further established in writing between the buyer and the seller.

- 11.4. Seller is always authorised to set off everything he owes to the buyer against what the buyer owes, whether or not it is payable to seller under conditions or established time.
- 11.5. Buyer waives any right to discounts, suspension, and the setting off of amounts mutually owed, unless awarded to buyer beforehand in writing.
- 11.6. If the buyer has not paid in full within 30 days after invoice date, the buyer owes, without default notice, as from the date on which the payment term expires, the statutory interest rate as intended in article 6:119a Civil Code (BW) that is effective at such time on the outstanding amount until the date of full settlement.
- 11.7. As soon as the buyer is in default with any payment, all other claims of seller on buyer become payable and the default without notice enters into effect immediately also with regard to those claims.
- 11.8. In case the buyer is in default with fulfilling his payment obligations or other obligations, the buyer owes collection costs on top of the interest owed. In case of collection measures, all judicial and extrajudicial collection costs reasonably incurred are owed by client as well. If client is a natural person, the scale for extrajudicial collection costs as published on [www.rechtspraak.nl](http://www.rechtspraak.nl) applies. If client is a non-natural person, also including one-person businesses and general partnerships, the extrajudicial collection costs amount to 15% on the principal sum with a minimum of EUR 45 (in words: forty-five euros). The obligation to pay the collection costs flows from the simple fact that the seller has invoked legal assistance. In addition, the buyer bears the costs of judicial measures to obtain payment, if the seller proceeds to such effect.
- 11.9. Seller has the right to let the payments made by the buyer primarily serve to be deducted from the costs as referred to in section 8 of this article, subsequently to be deducted from the matured interest, and finally to be deducted from the payable principal sums that have been outstanding the longest and the current interest, even if buyer indicates a different order.
- 11.10. If the financial position or the payment behaviour of buyer in the opinion of seller provides grounds for doing so, seller has the right to demand from buyer that he lodges an (additional) security in such form as is to be determined by seller. If buyer fails to lodge the security desired, seller has the right, without prejudice to his further rights, to immediately suspend the implementation of the agreement and everything that buyer owes seller on any account whatsoever becomes instantly payable.
- 11.11. In case of the liquidation, bankruptcy, suspension of payments of Buyer, the claims on Buyer become instantly payable.
- 11.12. Any possible disputes between the buyer and the seller in connection with the complaints submitted by the buyer or on a different account do not confer the right to the buyer to suspend his payment obligations.
- 11.13. In case of an order granted jointly by multiple (legal) persons, clients are severally and jointly liable for the entire payment of the invoice amount.

## **XI. Liability**

- 12.1. The liability of seller in connection with any possible shortcomings in the matter of matters delivered by him and/or associated services is limited to the invoice amount of the delivered matters or the service provided, all matters to the extent the insurance(s) taken out by seller

for the purpose, whatever they are called, grant(s) entitlement to disbursement and always expressly limited to the amount that is listed in the effective expanded product contamination insurance policy or the other liability policies that are effective at such time. The burden of proof for the cause, scope, and the amount of the damage that is associated with the liability in connection with the possible non-performance or shortcoming in the matter of delivered goods and/or associated services lies with the buyer.

- 12.2. Seller will, unless in case of wilful intent or deliberate recklessness, never be liable for a defect in a delivered matter that is the result of any defect in a raw material delivered to him by a third party or a finished product or semi-finished product delivered to him by a third party. The burden of proof of wilful intent or deliberate recklessness lies with the buyer.
- 12.3. The seller does not accept any liability for indirect damage, whatever it is called, such as (though not limited to) business, consequential, or immobility damage and lost income and profit, loss of clientele, environmental damage, damage to reputation and/or goodwill, that the buyer will incur as a consequence of the fact that the delivered matters manifest or have a defect, unless the buyer proves that wilful intent or deliberate recklessness on the part of the seller pertains or he proves that the seller had been aware of the defect and the buyer can specify and prove the amount of the damage. The burden of proof of wilful intent or deliberate recklessness lies with the buyer.
- 12.4. Any claim vis-a-vis seller, except those recognised by seller, in the matter of damage as referred to above lapses through the simple expiry of 12 months after the arising of such claim.
- 12.5. The employees of seller or ancillary persons engaged by seller for the implementation of the agreement can appeal vis-a-vis the buyer to all defences to be derived from the agreement and these conditions, as if they were a party to that agreement themselves.
- 12.6. The buyer will fully indemnify seller, his employees and the ancillary persons deployed by him for any form of liability in connection with the implementation of the agreement vis-a-vis third parties. In connection with the indemnification obligation, the buyer is obliged, among other things, to compensate the reasonable costs of defence against third-party claims.

## **XII. Default of buyer**

- 13.1. If the buyer were to be negligent in any respect with the fulfilment of his obligations, especially those of the payment and receipt of the matters, or if one or more delivery terms have expired without the buyer having requested the purchased matters, as well as in the event of the bankruptcy, suspension of payments, immobilization, liquidation, receivership, or dissolution of the buyer, the seller has the right at all times, without prejudice to his right to demand compliance, without default notice to:
  - a) transport the matter elsewhere and store it or to keep it stored at his own company at the expense and risk of the buyer;
  - b) suspend all further deliveries, regardless of the contract they derive from;
  - c) declare all pending contracts rescinded completely or in part by way of written notice to the buyer unilaterally and recover the delivered matters;
  - d) claim full compensation of interest, damage, and

costs from the buyer.

- 13.2. Seller also has the right, at his option, to completely or partially rescind the agreement if by or on behalf of buyer in connection with the adoption or implementation of the agreement any advantage has been or is offered or provided to a person who is a part of the seller.
- 13.4. In case the buyer is in default with the payment of an invoice or in the cases as described in article 13.1 or 13.2, all claims of the seller on the buyer becomes instantly payable.

#### **XIV. Rights of industrial and intellectual property**

- 14.1. All intellectual and industrial property rights regarding delivered matters and/or provided services lie with seller or third-party rights holders and through the agreement with seller are not transferred to the buyer, not even if the matters or services were designed, developed, or composed specifically for the buyer. The delivery of a matter cannot be interpreted as an express or implicit license for use, multiplication, or the release to third parties of the intellectual or industrial property, unless seller has granted express permission for this.
- 14.2. Seller declares that as far as he knows the delivered matters do not violate any rights of intellectual property of third parties that are effective in the Netherlands. Seller cannot safeguard buyer however against any possible infringements on intellectual property rights of third parties.
- 14.3. The buyer guarantees not (nor to allow or enable third parties) to violate intellectual property rights of seller, or of his suppliers, regarding the delivered matters, for example by copying or forging the delivered matters.
- 14.4. Buyer forthwith informs seller upon own initiative in case of or if buyer is confronted with deliberate or accidental product deterioration or product blackmail respectively and resulting damage that may occur or occurs to seller or is sustained by him.
- 14.5. If this is necessary in the opinion of one of the parties for the proper implementation of the agreement or measures are required to such effect, each of the parties can forthwith request consultations concerning to establish joint measures to prevent this.
- 14.6. Upon violation of the provisions stipulated in section 1, 3 and/or 4 of this article, buyer owes seller an immediately payable fine of EUR 25,000 (in words: twenty-five thousand euros), without requiring any default notice or judicial intervention, without prejudice to the (legal) right of the Seller to demand compensation of damages and without prejudice to the right of Seller to compliance with the agreement.

#### **XV. Confidentiality**

- 15.1. Buyer is obliged to keep secret everything he becomes cognisant of in the context of the implementation of the agreement regarding seller, especially as regards the composition of products, though not limited to such, even if the information referred to has not been specifically designated as confidential, and to stipulate the same for staff members and third parties that are involved in any manner in the context of the implementation of the agreement. It is prohibited to the buyer to apply the information referred to for own use or for that of third parties.
- 15.2. Buyer is obliged to refrain without the prior written consent of seller from the making of direct or indirect use of his relationship with the brand of seller for promotional

activities or other purposes.

- 15.3. Upon violation of the provisions stipulated in section 1 and/or 2 of this article, buyer owes Seller an instantly payable fee of EUR 25,000 (in words: twenty-five thousand euros), without requiring any default notice or judicial intervention, without prejudice to the (legal) right of the seller to demand compensation of damages and without prejudice to the right of seller to compliance with the agreement.

#### **XVI. Applicable Law**

- 16.1. To all agreements concluded between the buyer and the seller, Netherlands Law is exclusively applicable. The Convention of the United Nations regarding international purchase agreements regarding movable goods of 1980 (the Vienna Commercial Convention) expressly does not apply to the agreement concluded between buyer and seller. The effect of this convention is excluded.

#### **XVII. Disputes**

- 17.1. Any dispute flowing from the agreement concluded between the seller and the buyer or a further agreement, also including the collection of a claim, can only be submitted to the judgment of the competent Netherlands court of law of Gelderland in Arnhem, such with the exception of those disputes that fall under the competence of the 'kanton' panel of the court.
- 17.2. What is established in this article leaves unaffected the right of seller to submit the dispute in derogation thereto to the court of law that is competent according to the normal rules of competence, or to have it settled by way of arbitration or binding advice.
- 17.3. The interpretation according to the Dutch version of these conditions is binding.

These conditions have been deposited on the 8th of December 2025 with the registrar of the court of Gelderland in Arnhem under number 20/2022.

DKB Partners in Foodsolutions B.V.  
De Landweer 13  
3771 LN Barneveld  
the Netherlands