



GENERAL CONDITIONS OF SALE

GOURMET INGREDIENTS B.V.

1 DEFINITIONS

- 1.1 "INGREDIENTS": Gourmet Ingredients B.V., a private limited company (with its registered office) in Middenmeer.
- 1.2 "Offer" or "Tender": any oral or written offer of INGREDIENTS to enter into an agreement.
- 1.3 "Contract" means any agreements, offers and tenders to sell and trade, produce, process, prepare and/or mix Products, as well as the storing and preserving of Products.
- 1.4 "Client": the Client of INGREDIENTS, being the party that has entered into an agreement with or received an offer from INGREDIENTS.
- 1.5 "Product/Products: foods consisting of fruit and vegetables, vegetable aromas and flavorings, essential oils and related products.
- 1.6 "Conditions": these General Conditions of Sale.
- 1.7 "Parties": INGREDIENTS and the Client jointly.
- 1.8 "written" : by letter, fax or e-mail.

2 APPLICABILITY

- 2.1 These General Conditions of Sale apply exclusively to all Contracts of INGREDIENTS.
- 2.2 The applicability of any other general conditions relied upon by the Client is specifically excluded.
- 2.3 If any provision of these General Conditions of Sale is null or void, the remaining provisions of these General Conditions of Sale will remain in force. In such case, the Parties will consult with the aim of agreeing on new provisions to replace the null or void provisions, where the purpose and scope of the null or void provisions will be observed as much as possible.
- 2.4 Deviations and additions to these General Conditions of Sale are only valid if agreed in writing between the Parties.

3 FORMATION OF THE AGREEMENT

- 3.1 All Offers and Tenders made by INGREDIENTS are without obligation, unless the Offer expressly mentions otherwise and may be revoked, even if it contains a period of acceptance. Offers and Tenders do not automatically apply to future Contracts.
- 3.2 Without prejudice to the above, the Offers of INGREDIENTS are valid for a period of thirty days, after which they will automatically expire, unless expressly stated otherwise.
- 3.3 A Contract between the Client and INGREDIENTS is concluded only after INGREDIENTS has confirmed the Offer or what has been discussed orally in writing.
- 3.4 The Contract is solely formed by these General Conditions of Sale together with the Offer, unless otherwise agreed in writing.

4 CONFORMITY

- 4.1 All instructions by INGREDIENTS with regard to colours, flavours, odours, numbers, sizes, weights and/or other descriptions regarding the Products will be followed with the utmost care. INGREDIENTS, however, cannot guarantee that no deviations will occur in this regard. Deviations that are customary in the branch are in any event permitted.
- 4.2 The Client must ensure that the Products to be ordered and/or ordered by it and the related documentation, packaging, labelling and/or other information comply with all of the governmental provisions of the country of destination and will inform INGREDIENTS of this.

5 PERFORMANCE OF THE CONTRACT

- 5.1 The Contract is performed by joint consultation between INGREDIENTS and the Client, however the manner in which the Contract is to be performed is determined by INGREDIENTS. The Client is obliged to provide INGREDIENTS with necessary assistance and information if INGREDIENTS request this, without any costs being charged to INGREDIENTS.
- 5.2 Where INGREDIENTS wishes to use third parties in the performance of the Contract, INGREDIENTS will do so after approval by the Client, taking into account reasonableness.
- 5.3 In the event of a defect in the Contract, INGREDIENTS is entitled to repair this within a reasonable period, without being liable for damages and/or without the Client being entitled to terminate the Contract, taking into account reasonableness and fairness.

6 PRICES

- 6.1 All prices are net and in Euros, unless otherwise agreed. The prices therefore exclude VAT, exclude import and export duties, excise duties and other taxes or charges imposed or charged with respect to the Products and exclude transport costs.
- 6.2 All prices are based on the currency ratios valid at the time of the Offer, the current raw material prices and production costs. If, after the Offer or after the Contract has been concluded, INGREDIENTS is faced with additional costs due to an increase in raw material prices, production costs, import and/or export duties and/or charges of any kind, or costs caused by currency fluctuations, INGREDIENTS is entitled to charge on this increase.

7 PAYMENTS

- 7.1 Payment must be made at the latest upon delivery of the Products, unless other payment terms have been agreed.
- 7.2 If the Parties have agreed that payment will take place on the basis of an invoice, this payment will



be made within 30 (thirty) days of the invoice date.

- 7.3 The payment will first be applied against the costs, then against accrued interest and finally against the oldest outstanding principal and interest accruing.
- 7.4 If the period referred to in paragraph 1 or 2 is exceeded, the Client is in default by operation of law and is liable for contractual interest per month, which is determined at the rate of current legal interest rate on the full invoice amount effective on the date the purchase price is due and payable.
- 7.5 The Client is not entitled to deduct any amount due to it by way of a claim against the purchase price, whether or not due and payable.
- 7.6 All costs of judicial and extrajudicial collection of the claim(s) will be borne by the Client. The extrajudicial costs are set at at least 15% of the principal and interest, with a minimum of € 250, excluding VAT, without prejudice to the right to claim the actual extrajudicial costs that exceed this amount from the Client, such as are evident from the invoices submitted by INGREDIENTS of, among others, its lawyer.
- 7.7 If the Client fails to meet any of its obligations towards INGREDIENTS arising from the agreement, related agreements, or prior or subsequent agreements, and, or if INGREDIENTS may reasonably assumed that the Client will not meet or cannot meet any obligation as described above, INGREDIENTS is entitled, at its option, to:
- Prepayment, or adequate security for payment, or to demand immediate payment upon delivery for payment obligations arising from all current and future agreements.
 - Suspend deliveries (as well as the creation and processing of Products intended for delivery), without prejudice to the right to claim simultaneous or subsequent security for the payment.
 - Dissolve the relevant agreement in full or insofar as it is not performed, with immediate effect.
 - Dissolve one more or all of the current purchase agreements in respect of which the Client is not in default, in full or insofar as it is not performed, with immediate effect, without prejudice to the right of INGREDIENTS to claim full compensation from the Client.

8 DELIVERY/DELIVERY TIME

- 8.1 Stated and/or agreed delivery times are given by INGREDIENTS as accurately as possible but are never (to be considered as) strict deadlines, unless explicitly agreed otherwise.
- 8.2 Unless another manner of delivery is expressly agreed by the Parties, delivery is free of charge (DDP) (in accordance with the latest version of the Incoterms), which means that the delivery time is the time when the Products have reached the agreed location, or if shipment is not possible due to causes that are not the fault or the risk of

INGREDIENTS, the time when the Products are ready or prepared for shipment.

- 8.3 At the request of the Client, INGREDIENTS can make partial deliveries. For the purposes of these General Conditions of Sale, each partial delivery is considered as an independent delivery.
- 8.4 The Client has a purchase obligation, no later than 3 weeks after the agreed period. The Products must be received in full at the agreed location and at the agreed time of delivery by or on behalf of the Client. The Client will ensure sufficient loading and unloading facilities and for quick unloading.
- 8.5 If the Products are not delivered/accepted at the agreed time, INGREDIENTS is entitled to store and/or deliver the Products at the address of the Client, at the expense and risk of the Client, including the risk of quality reduction, or retain for safekeeping. During the safekeeping, the Client can only remedy its default by accepting the Products retained. All costs that are related to this are borne by the Client.

9 RISK AND PASSING OF OWNERSHIP

- 9.1 The risk of the Products purchased is transferred to the Client at the time INGREDIENTS offers the Products for delivery in accordance with the agreement or these General Conditions of Sale.
- 9.2 All products delivered by INGREDIENTS remain the property of INGREDIENTS until the moment of full satisfaction of all that INGREDIENTS claims in connection with the underlying agreement and/or earlier or subsequent agreements of the same nature from the Client, including damage, costs and interest. The Client will waive any right of retention relating to these Products in advance and shall not make any attachment on these Products.
- 9.3 As long as the ownership of the Products delivered has not passed to the Client, it is not permitted to transfer, pledge or otherwise encumber these Products delivered, to sell them or otherwise disposed of them, under any title whatsoever, other than in the exercise of its business.
- 9.4 The Client is obliged to store the Products delivered under retention of title with due care and as the recognisable property of INGREDIENTS and to separate these Products from the other products stored by the Client.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All intellectual and industrial property rights relating to Products delivered and/or all related know-how are vested in INGREDIENTS or third party rightsholders, and will not pass to the Client in the agreement with INGREDIENTS, even if the business or related know-how is specifically designed, developed or compiled
- 10.2 The Client is not allowed to copy, display to third parties, disclose or use any such data and/or objects in any manner whatsoever and in the broadest sense of the word, unless the Client has expressly given written permission to do so
- 10.3 The Client will immediately warn INGREDIENTS



if it is aware that third parties have infringe or threaten to infringe the industrial or intellectual property rights or know-how of INGREDIENTS or if third parties consider that business of INGREDIENTS infringes their industrial or intellectual property rights or know-how.

11 QUALITY, CHECK AND COMPLAINTS

- 11.1 Unless expressly agreed otherwise, the Products are delivered in accordance with the usual merchantable quality. In all cases, normal quality tolerances are applied.
- 11.2 INGREDIENTS reasonably guarantees the good quality of its Products, unless INGREDIENTS expressly indicates otherwise, in accordance with the related statutory requirements.
- 11.3 Although the Products are carefully manufactured and controlled for quality, taste, colour, smell and appearance, the Client remains obliged to check the Products with regard to the described aspects within a short or reasonable period after receipt.
- 11.4 At the risk of forfeiting its right to complain, the Client will note any complaints related to visible or otherwise easily identified defects in the Products and/or Manco's in the quantities, dimensions and weights upon delivery on the waybill or immediately after delivery (within 24 hours) to INGREDIENTS in writing.
- 11.5 All other complaints about the Products delivered must be made within three days of receipt of the Products or within ten days after the Client has become aware or should have become aware of any defects, and in any event before the Products have been fully or partially processed or used by the Client, to INGREDIENTS in writing, in the absence of which the Client is deemed to have accepted the Products unconditionally.
- 11.6 Complaints are not permitted if the Products delivered have one or more defects, which fall within generally accepted reasonable production tolerances in accordance with standards for the relevant Products. Complaints are also not possible with regard to imperfections, which are (or may be) the consequence of improper or negligent use and/or storage and changes made by the Client or third parties without the knowledge or consent of INGREDIENTS. The fact that the Products delivered do not or do not fully comply as a result of any government regulation, is also not a ground for complaint.
- 11.7 In any case, the assessment of whether the Products correspond to what has been agreed upon will be based on the state of these Products at the agreed time of delivery.
- 11.8 Products that the Client has complained about must be carefully stored by the Client, unused, separated and unprocessed, and made available to INGREDIENTS.

11.9 In the event of a fair and timely complaint, the

Client will only be entitled to a new delivery of Products, without cost or crediting of the purchase value of the Products which show total or partial defects, this in joint consultation between the Parties.

- 11.10 Except in the case of intent or gross negligence by INGREDIENTS, minor deviations with regard to quantity, quality, colour, taste, odour, appearance or mixing, the Client is not entitled to any form of compensation, cancellation of (part of) the agreement, suspension, discount, set-off or retention.
- 11.11 The submission of a complaint, whether or not this is considered by INGREDIENTS to be well-founded or not, the Client will never discharge its payment obligations to INGREDIENTS.

12 CONFIDENTIALITY

- 12.1 INGREDIENTS and the Client undertake mutually reciprocally to observe absolute confidentiality towards third parties in respect of all business matters arising from the Contract or the performance thereof, in the broadest sense of the word.

13 LIABILITY

- 13.1 INGREDIENTS is under no circumstances liable for indirect or intangible damage, including but not limited to business, consequential or demurrage damage, and lost income and profits, loss of customers, loss of reputation and/or goodwill, unless such damage is caused by gross negligence or intent by one of the members of the management staff.
- 13.2 The liability of INGREDIENTS for all direct damage and costs caused by or directly related to a defect in the performance of the Contract, is at all times limited to 100% of the net invoice amount per Contract, unless this is the result of gross negligence or intent by INGREDIENTS. The above amount applies to any loss event, where a series of connected damage-causing events applies as one event/loss event.
- 13.3 Any liability for damage resulting from unwanted effects or adverse effects on other business by a Product is excluded.
- 13.4 Without prejudice to the periods relating to advertising, any claim for damages based on the liability of INGREDIENTS in the event of defects in the Products delivered, will expire three months after the relevant expiry date of the Product.
- 13.5 The Client indemnifies INGREDIENTS for all claims by third parties, regardless of the nature and extent thereof, caused by or arising in connection with Products supplied by INGREDIENTS and has, in such case, no right of recourse against INGREDIENTS.

14 FORCE MAJEURE



14.1 In the event of force majeure, INGREDIENTS may, at its option, cancel the agreement concluded or suspend the delivery date until such time as the force majeure has ceased to exist, without the Client being entitled to any compensation from INGREDIENTS

15 TERMINATION

15.1 INGREDIENTS is entitled to suspend execution of the agreement or, at its option, to terminate the agreement by written statement and without prior notice of default, notification or judicial intervention, in whole or in part, with immediate effect, at its option, while retaining its rights to the payment of costs and damage: (A) if the Client does not fulfil one or more of its obligations arising from the agreement, or does not do so in good time, or does not do so in full, or if it is established that fulfilment will be impossible without a breach; (B) the Client is declared bankrupt if its bankruptcy or (provisional) suspension of payments is imposed or granted if its company is discontinued or terminated or otherwise proves to be insolvent; (C) if, in the opinion of INGREDIENTS, significant changes occur to the direct or indirect type of ownership or control of the Client.

16 APPLICABLE LAW, CHOICE OF FORUM

16.1 All agreements between INGREDIENTS and the Client are governed by Dutch law, unless otherwise agreed. However, the applicability of the United Nations Convention on International Sale of Goods (CISG) 1980 is excluded.

16.2 All disputes arising from this agreement shall be resolved exclusively by the competent Court of Noord-Holland.

17 PRIVACY

17.1 If Client processes Personal Data for the performance of the Contract, the Client will do so in a proper and careful manner and adhere to the legal requirements that follow from laws and regulations. The Client shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processed Personal Data. The Client shall take into account the state of the art, the cost of implementation and the nature, scope, context as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing. On request and without undue delay, Client shall inform INGREDIENTS in what way the Client carries out his obligations by virtue of the aforementioned laws and regulations.

17.2 Client shall not process the Personal Data obtained for processing for its own purposes and not for other or further purposes than reasonably necessary for the performance of the Contract with INGREDIENTS unless the Client granted permission in writing.

17.3 Client shall inform INGREDIENTS without undue delay regarding any request and/or complaint of the Supervisory Authority in respect of the Personal Data being processed for the performance of the Contract.

17.4 Client shall provide assistance to INGREDIENTS if INGREDIENTS submits a request to exercise his or her rights including, but not limited to, the right of access, rectification, erasure, objection to the processing of Personal Data, unless this cannot reasonably be required from Client.

17.5 Client shall inform INGREDIENTS as soon as possible once it has become aware of a personal data breach.

17.6 If the Contract between the Client and INGREDIENTS ends, The Client shall ensure that all Personal Data which came in its possession in the context of the performance of the Contract will be returned to INGREDIENTS or will be destroyed with the consent of the Client, unless this is in conflict with the express requirements of mandatory law.

17.7 If INGREDIENTS processes Personal Data of the Client, the obligations laid down in this Article shall also apply to INGREDIENTS.

17.8 If the processor is established outside the European Union and does not form part of the European Economic Area and the country of establishment of the Client does not have an adequacy decision of the European Committee, the Client undertakes and guarantees:

- that appropriate technical and organisational measures shall be implemented to protect the Personal Data from destruction, either accidentally or unlawfully, loss, forgery, unauthorised dissemination or access, and which guarantee an appropriate security level in view of the risks involved in the processing and the nature of the data to be protected.
- that each third party who is granted access to the Personal Data, including processors, respect the confidentiality and security thereof. Each person acting under the responsibility of the Client, including a processor, is obliged to process the Personal Data solely in accordance with the Client's instructions. This provision shall not apply to persons authorised or obliged pursuant to law or regulations to have access to the Personal Data.
- At the time of the conclusion of the Contract between INGREDIENTS and the Client, there is no reason to assume that at the time the provisions laid down in this Article are being applied, any local legislation is in effect which could have an adverse effect on the guarantees laid down in this Article. If such legislation becomes known, the Client shall inform INGREDIENTS thereof without undue delay. INGREDIENTS shall then inform the Personal Data Protection Authority without undue delay.
- The Personal Data shall be processed for the



performance of the Contract concluded between the parties.

- INGREDIENTS shall be informed about a point of contact at the Client who is authorised to deal with information requests relating to the processing of Personal Data;
- Upon requests relating to monitoring, audit and/or certifying of INGREDIENTS, the Client shall cooperate. This monitoring, audit and/or certifying shall be carried out by independent and impartial inspectors or auditors, engaged by INGREDIENTS.

17.9. Each party is liable vis-à-vis the other party for damage caused by non-compliance with the provisions laid down in this Article. The liability between the parties shall be limited to the actual suffered damage. Each party is liable vis-à-vis the Data Subjects for damage caused by breaches to the rights of third parties by virtue of these provisions.

These General Conditions of Sale are deposited with the Chamber of Commerce office under number 68630263, February 2020.