

General terms and conditions of Purchase of the private company with limited liability Food Team Processing, having its registered office in Waspik (The Netherlands), registered with the Chamber of Commerce under number 52955761.

These general terms of purchase have been filed at the registry of the Court in 's-Hertogenbosch on January 9th 2020, under number 52955761.

Article 1: Definitions

- 1.1 In these general terms “Buyer” shall be taken to mean the private company with limited liability Food Team Processing, as well as its legal successors under general or universal title and those companies affiliated with it as a part of the group.
- 1.2 In these general terms “Supplier” shall be taken to mean any natural or legal person with whom Buyer orders Products and/or with whom it has discussions or negotiations about the conclusion of an Agreement.
- 1.3 In these general terms “Product” shall be taken to mean all goods delivered or to be delivered to Buyer, irrespective of whether the Order comprises only the delivery of those goods or (also) the performance of services.
- 1.4 In these general terms “Requests for an offer” shall be taken to mean every request from Buyer to Supplier to make an offer, in whatever form.
- 1.5 In these general terms “Order” shall be taken to mean any order of Buyer to Supplier for the delivery of Products.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

- 1.6 In these general terms “Agreement” shall be taken to mean any agreement formed between Buyer and Supplier, any amendment or addition to it, as well as all (legal) acts in preparation of and/or for the performance of that agreement.
- 1.7 In these general terms “Specification” shall be taken to mean the description or drawing of the Products ordered by Buyer, stated or referred to in the Order or the Agreement. If this is missing, the description that is common between parties, or if this is missing, that which is customary in the branch, shall apply.
- 1.8 In these general terms “Defect” shall be taken to mean any deviation from the Products and any Products that do not work properly according to the expectations of the Buyer, including every deviation from the Specification.

Article 2: Applicability and voidability

- 2.1 These terms and conditions apply to all Requests for an offer, all Orders and all Agreements, unless otherwise agreed in writing.
- 2.2 These general terms of purchase shall prevail over general terms and conditions of sale of the Supplier.
- 2.3 Changes or additions to any provision of these terms and conditions or an Agreement shall apply only if these have been confirmed by Buyer in writing and shall relate only to the Agreement or Order in question.

- 2.4 If one or more provisions of these terms and conditions should be null and void, nullified or otherwise unenforceable, the other provisions of these terms and conditions shall remain in full force and effect. Any such provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which most closely resembles the null and void, nullified or otherwise unenforceable provision.

Article 3: Offers and/or quotations

- 3.1 All offers and quotations from Supplier to Buyer are free of obligation and free of charge.
- 3.2 Any offer or quotation from Supplier must be valid for a period of at least thirty (30) days, unless the offer/quotation stipulates a longer validity period.

Article 4: Orders and acceptance

- 4.1 All Orders and Agreements, as well as any amendment or addition to it, shall only be binding upon Buyer if it is placed or confirmed in writing by the purchase department of Buyer.
- 4.2 If Buyer places an Order with Supplier, this Order is binding for Supplier. Supplier is to accept the Order in writing within eight (8) working days of the date on the Order. If the Order has not been accepted within eight (8) working days of the date on the Order, Buyer shall be entitled to withdraw the Order. In that event, Buyer shall be entitled to take the position that no legally valid Agreement has been formed.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

4.3 Buyer shall be entitled, provided that this is within three (3) working days of the acceptance by Supplier of Buyer's Order, to dissolve the Agreement by means of a written statement to Supplier to this end, without being liable for any compensation.

Article 5: Prices

5.1 The prices stated in the Order and/or Agreement shall be fixed and including all costs, whatever called, such as proper packaging and transport and delivery at the agreed place of delivery. Unless otherwise agreed in writing, the prices shall be laid down in euro and including value added tax (VAT). Furthermore the prices of all Products shall include all the preparatory and other work that is necessary to comply with the requirements, descriptions and the Specifications of Buyer. Buyer shall not owe possible costs of additional work not provided for in the Order and/or Agreement, unless Buyer has accepted them in writing before the performance of this additional work.

5.2 Supplier may not raise the agreed prices during the term of the Agreement. Supplier shall particularly not be entitled to pass on a price increase to Buyer if, after concluding the Agreement, factors determining the prices, in whatever form, change, even on the ground of unforeseen circumstances.

Article 6: Outsourcing

6.1 Supplier shall be obliged to carry out the Order and/or the Agreement itself, unless Buyer has agreed in writing to outsourcing, subcontracting or purchasing from third parties.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

- 6.2 Supplier shall be fully responsible for any contribution by third parties in the fulfilment of the Order and/or the Agreement, as if concerned its own fulfilment.
- 6.3 Supplier shall indemnify Buyer against any claims by third parties involved in the fulfilment of the Order and/or the Agreement.

Article 7: Delivery and transport

- 7.1 Unless explicitly agreed otherwise in writing or resulting from the nature of the Agreement, delivery of the Products ordered by Buyer shall be made to the address indicated by Buyer and in accordance with the transportation instructions of Buyer. Supplier shall post the number of the Order, the department where the Products shall be delivered and all the other relevant information on the outside of the delivered Products.
- 7.2 With each batch of Products, Supplier shall enclose a clearly readable packing list, on which at least the number of the Order, the address of delivery (including the department of delivery) and all the other relevant information.
- 7.3 If Buyer's staff assists in the unloading, this shall be done on the responsibility and at the risk of the Supplier. In the case the Products will be picked up by, or on behalf of, Buyer, Supplier shall assist in the loading without charging extra costs.
- 7.4 Packing materials on loan will be returned by Buyer to Supplier at Supplier's expenses and risks. Supplier shall take back all packing materials and/or waste free of charge.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

- 7.5 Shipments which do not apply to the clauses in this article and/or article 8, can be refused by Buyer.
- 7.6 Unless agreed otherwise in writing, Products are to be delivered duty paid (DDP according to the Inco terms 2010) at the place of destination indicated by Buyer. Supplier shall be obliged to ensure proper packaging and hand over the necessary documents, such as the consignment note and the delivery note.
- 7.7 Supplier is liable for all damages sustained by Buyer, of whatever nature, related to the transport or delivery.
- 7.8 Unless explicitly agreed otherwise, Supplier is not entitled to make partial deliveries and/or deliver more or less. Products which have not been ordered will not be returned to Supplier by Buyer.

Article 8: Delivery period

- 8.1 The delivery period agreed upon in the Order or Agreement, or which has been agreed in writing afterwards, shall be obliged by Supplier. The agreed delivery period is a deadline. If delivery is not made in good time, Supplier shall be in default without further notice and Buyer shall be entitled, without prejudice to its other rights, including its right to claim compensation, and without judicial intervention, to cancel the Order wholly or in part and/or dissolve the Agreement, without being obliged to pay damages to Supplier. Furthermore, Buyer is entitled to send back Products which have already been delivered at Supplier's expense and risk and refuse Products which will be offered. If the Products ordered by Buyer cannot be delivered promptly, the supplier shall notify the Buyer of this in writing as soon as possible, but within one (1) week.

- 8.2 If the delivery period agreed upon is exceeded, Supplier shall forfeit an immediately due and payable penalty of one percent (1%) on the invoice amount per day of delay with a maximum of ten percent (10%) on the total amount. This penalty shall be subject to a minimum of € 100,--. The penalty does not prejudice to Buyer's right to full compensation.
- 8.3 In the event of full or partial cancellation or dissolution by Supplier, Supplier shall, to the discretion of Buyer, forfeit an immediately due and payable penalty of ten percent (10%) of the agreed purchase price or pay Buyer's full damages. The Buyer's payment obligations will be deferred until the damages of Buyer have been determined.
- 8.4 In the event of full or partial cancellation or dissolution, Supplier shall refund any down payments, advance payments, guarantee sums and suchlike to Buyer without delay, without Supplier being able to rely on set-off. In that case, any security deposits made by Buyer shall also be released immediately.

Article 9: Guarantee

- 9.1 Supplier guarantees the soundness of the Products delivered. This guarantee shall comprise at least that:
- a. the Products are free from Defects;
 - b. the Products are suitable for the purpose for which the Order has been placed, insofar as Supplier was aware of this purpose or could have been aware of it;
 - c. the Products are new, of high quality and the Products comply with all national, international and (if applicable) food safety regulations concerning the Products;
 - d. the Products as far as quantity, size and weight, quality and performance is concerned accord with the Order and Specifications completely and with any samples, models, moulds and drawings as well.

- 9.2 Products shall in any case, so not only, be considered unsound in the sense of clause 9.1 if within eight (8) weeks of delivery Defects occur, unless this is the consequence of normal wear and tear or can be attributed to Buyer's intentional act(s) or omission(s).
- 9.3 The guarantee mentioned in clause 9.1 shall entail, without Buyer's rights to compensation of costs, loss or damage and interest, that the Defects which have occurred within eight (8) weeks of delivery shall, upon Buyer's first request, be repaired by Supplier in accordance with clause 11.3 immediately and fully.
- 9.4 Following repair of the Defects a new guarantee period shall commence, as described in the clauses of this article.

Article 10: Inspection before delivery / Identification provisions

- 10.1 Buyer shall be entitled to test and inspect the Products (or to have them tested and inspected) at all times during production, processing and storage. Supplier shall allow Buyer or an expert engaged by Buyer, to access the different locations, to make available resources and to provide assistance.
- 10.2 Irrespective of whether Buyer has or has not made use of its rights pursuant to the stipulations in clause 10.1 and irrespective of what the result is of the inspections and tests referred to there, Supplier itself shall remain fully responsible for the proper execution of the Order and/or the Agreement.
- 10.3 Buyer shall report any Defect within due time of discovery of that Defect, whereby a period of eight (8) weeks shall, at all times, be considered as being within due time.
- 10.4 For the purpose of their identification, the Products shall be labelled in accordance with the provisions in the Order and/or the Agreement or stated otherwise. All Products to be delivered shall have identifications in Dutch.

Article 11: Inspection and repair

- 11.1 Buyer shall inspect the Products ordered on non-hidden Defects within a reasonable period of delivery as stipulated in clause 7.2. A period of thirty (30) working days shall, at all times, be considered as being within due time.
- 11.2 The meaning of acceptance shall not extend beyond the provisional judgment of Buyer that the exterior state of the Products is in compliance with the Order. In particular, acceptance does not bar any later reliance by Buyer on non-compliance by Supplier of its guarantee obligation referred to in article 9 or any other obligation vis-à-vis Buyer.
- 11.3 In the event Buyer rejects the Products or if afterwards it turns out after all that the Products do not comply to the Order, the Agreement and/or the demands in these general terms, Supplier shall be deemed to be in default by operation of law and Buyer shall be entitled to dissolve the Agreement without prejudice to other rights to which Buyer is entitled. Furthermore Supplier shall, upon first request of Buyer and to the discretion of Buyer:
- a. remedy and/or repair the Products;
 - b. replace the Products free of charge immediately; or
 - c. refund the repair works carried out by Buyer and/or third parties.
- 11.4 Following mutual consultation Buyer shall reasonably determine in what way and within what period the remedy and/or repair of the Defects and/or shortcomings are to take place. Also additional costs for transport, storage and travel and subsistence expenses shall be borne by Supplier.

Article 12: Invoices / Payment

- 12.1 Supplier shall mention the number of the Order, the address of delivery (including the department of delivery), the number of the delivery note and all the other relevant

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

information, as well as (if applicable) the Dutch VAT identification number on all invoices.

- 12.2 Failure to comply with the requirements on invoices set in clause 12.1, shall result in the invoice being send back to Supplier stating the reason and to complement the invoice.
- 12.3 Unless agreed otherwise in writing and unless Buyer claims about the quality, quantity or price of the Products delivered, payment of the invoices shall be made within ninety (90) days of receipt of the invoice or, if this is later, after acceptance of the Products. Payment within fourteen (14) days after receipt of the invoice (or, if this is later, after acceptance of the Products) will take place after deducting three percent (3%).
- 12.4 Payment by Buyer shall not in any way entail a waiver of rights.
- 12.5 Buyer shall not be obliged to make any down payment and/or partial payment, unless agreed otherwise in writing. When Buyer makes a down payment or partial payment, a bank guarantee for the Buyer's benefit shall be provided or Supplier shall provide security otherwise for this payment.
- 12.6 Buyer shall, at any time, be entitled to set off any amount owed to Supplier, as well as to those companies affiliated with it as a part of the group, against the amount Supplier owes to Buyer, whether or not due and payable.
- 12.7 In the event Buyer is jointly and severally liable for the payment of national insurance contributions, employed persons' insurance contributions or wage (withholding) taxes, Buyer is entitled to withhold related amounts from the price agreed and pay these amounts to the authorized body directly.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

- 12.8 Supplier indemnifies Buyer against all costs and loss or damage which may result for Buyer from the fact:
- a. that Supplier is not properly registered for turnover tax in a relevant EU member state;
 - b. that Supplier makes available incorrect or late information to Buyer and/or the authorities in the area of turnover tax in a relevant EU member state.

Article 13: Transfer of risk and property / Right of retention

- 13.1 Buyer shall acquire the ownership of Products ordered at the time when these have been delivered to it or as much sooner as legal delivery takes place (otherwise). Supplier shall bear the risk of damage or loss of Products ordered until their acceptance pursuant to the stipulations of article 11.
- 13.2 If a down payment or partial payment is agreed, or Buyer has made a full or partial payment based on other grounds, for Products which are not ready yet, Buyer shall obtain ownership of all Products, materials, raw materials and semi-manufactured products which Supplier uses for the execution of the Order or which serve this purpose, without any further act of delivery being required. Supplier shall be held to acquire the Products, materials, raw materials and semi-manufactured products referred to entirely free from charges and third party rights and shall keep them separate for Buyer.
- 13.3 Supplier shall have no right of retention or right of suspension in relation to Products ordered.

Article 14: Liability / Force majeure / Indemnification

- 14.1 Supplier shall execute the Order entirely at its own risk. All loss or damage, directly as well as indirectly and including any loss resulting from a loss of profit that may be sustained as a result of or in connection with the execution of the Order by Buyer or by

third parties, shall be compensated by Supplier, irrespective of whether this loss has been caused by Supplier itself, its personnel or by other persons called in by Supplier for the execution of the Order.

- 14.2 Except in the event of a non-attributable shortcoming (“force majeure”) Supplier shall be fully liable for all loss or damage, direct or consequential damage as well as lost profit, which Buyer or third parties may suffer as a result of any Defects in Products or as a result of a breach of a guarantee as mentioned in article 9.
- 14.3 Force majeure shall in any case not be taken to mean: lack of personnel, strikes, illness of personnel, late delivery and/or unsuitability of materials, raw materials or semi-manufactured products or services, attributable shortcoming(s) or unlawful acts of suppliers or third parties called in by Supplier and/or liquidity or solvability problems, as the case may be, on the part of Supplier.
- 14.4 The stipulations of clauses 14.1 and 14.2 shall apply as a clause also for the benefit of aggrieved third parties as meant there. Supplier shall indemnify Buyer against all claims these third parties may lodge against Buyer. Supplier shall also indemnify Buyer against vicarious tax liability (“*ketenaansprakelijkheid*”).
- 14.5 Without prejudice to any other rights Buyer may have, Supplier shall pay for the reasonable costs Buyer had to incur to obtain settlement out of court, as well as all the legal and extra costs, including the cost of legal assistance.
- 14.6 Supplier has insured itself properly and shall keep itself insured properly against statutory and professional liability. Supplier undertakes – immediately after he is held liable by Buyer – to assign all claims pertaining to payment(s) of insurance money to Buyer upon first request.

Article 15: Property made available by Buyer

- 15.1 Buyer shall remain owner of all property which it makes available to Supplier on the basis of loan for use in connection with the Order and/or Agreement (including models, moulds, stamps, drawings, equipment or other aids). Supplier shall refrain from such acts or omissions in relation to the property that Buyer loses the ownership, except in the event that permission has been granted to this end by Buyer in writing. Supplier shall be responsible for damages related to this property and indemnifies Buyer for damages related to this property.
- 15.2 Supplier shall make the property made available by Buyer recognisable as property of the Buyer and keep these items separately from property belonging to third parties. Supplier shall keep this property in good condition and properly insured for the benefit of Buyer at its own expense and risk.
- 15.3 Unless agreed otherwise in writing, Supplier shall return the property made available by Buyer at its own expense and risk and in good condition on the first request of Buyer and in any case after the Agreement has been fulfilled. Supplier shall not have a right of retention or a right of suspension on the property stipulated in clause 15.1.
- 15.4 Buyer shall retain all its rights of intellectual property (including comparable rights such as those concerning know-how) to the property stipulated in clause 15.1. Supplier shall obtain a strictly personal, non-transferable and nonexclusive licence to use this property for the duration of the Agreement as referred to in this article and under the suspensive condition of incomplete compliance with all legal and contractual obligations which Supplier is to observe vis-à-vis Buyer.

Article 16: Intellectual property rights

- 16.1 Supplier warrants that the Products it delivers do not infringe intellectual property rights of third parties (including but not limited to rights related to patents, licenses, copyrights, trademarks, utility rights etc.) and indemnifies Buyer against any claims of third parties which are based on any (alleged) infringements of such rights. Supplier shall compensate Buyer for all costs, losses and interest resulting from any infringement.
- 16.2 If any legal action has been instituted for infringement of such rights, or if there is a possibility that such a legal action is instituted, then Supplier shall, without prejudice to the rights of Buyer, including its right to dissolution of the Agreement, at Supplier's costs and for its account and risk:
- a. still acquire the right to continue to use (the specific part of) the Products by Buyer;
 - b. replace and/or modify the (specific part of the) Product; or
 - c. take back the (specific part of the) Product against compensation of costs, damage and interest.

Any modification and/or replacement may not lead to the consequence that Buyer is limited in the options of use of the Products.

Article 17: Confidentiality

- 17.1 The Supplier, its staff and any third parties brought in are obliged to observe strict confidentiality with regard to all information concerning the business operations of Buyer that it receives in the context of the Order and/or the Agreement or the execution thereof, such including the nature, the reason and the result of the activities

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

carried out by Supplier. The Supplier guarantees the compliance by his staff and the third parties it brings in of this confidentiality.

Article 18: Dissolution

- 18.1 If Supplier fails to execute the Order properly or a period is exceeded when executing an Order or when it cannot be reasonably assumed that Supplier shall execute the Order in time and properly, Buyer shall be entitled, without prejudice to its other rights, without further notice of default and without judicial intervention, to dissolve the Agreement wholly or partly by mere notification to Supplier.
- 18.2 All claims which Buyer may have or obtain on Supplier in the case referred to in clause 18.1, shall be enforceable forthwith and in full.
- 18.3 By reason of dissolution, Buyer shall have the right to claim back from Supplier all payments made by it as having undue. Insofar as at the time of the dissolution any performance effected by Supplier is not susceptible to return and moreover corresponds with the Order, Supplier shall be entitled to a compensation based on the value that is to be reasonably determined by Buyer. Insofar as return is possible, Buyer shall have the right, at its discretion and without prejudice to any exercise of the rights referred to in clause 11.3, to keep the performance against a compensation as referred to above or to return it to Supplier at Supplier's expense and risk.
- 18.4 If Buyer is owner of Products which it wishes to return pursuant to the stipulations in clause 18.3, Buyer shall retain ownership of these Products also after resolution of the Agreement under which it obtained them as a security for payment of all that which Buyer may possibly claim from Supplier, such within the limits of article 3:92

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

paragraph 2 Dutch Civil Code. If Buyer is not owner of the Products, Buyer shall obtain a right of pledge in respect of them amounting to the same security by the mere fact of the dissolution.

18.5 A dissolution as referred to in clause 18.1 or 19.1, shall not have a result that rights of Buyer, as laid down in clauses 12.5, 12.6, 12.8, 14, 15, 16, 17, 18, 19.2 and 20 shall expire.

Article 19: Bankruptcy (and suchlike) of Supplier

19.1 In the event of bankruptcy or (provisional) suspension of payment(s), as well as in the event of cessation or liquidation of Supplier's company, Buyer shall be entitled, without further notice of default and without judicial intervention, to dissolve the Agreement wholly or partly by mere notification to Supplier, and Buyer shall be entitled to cancel (all) Orders, without being liable to pay any compensation and without prejudice to the other rights of Buyer.

19.2 All claims which Buyer may have or obtain on Supplier in the case referred to in clause 19.1 shall be enforceable forthwith and in full.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01

Article 20: Applicable law and competent court

- 20.1 Any Agreement, any Order and these general terms shall be governed exclusively by Dutch law.
- 20.2 Applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 20.3 Any disputes between Buyer and Supplier arising on the basis or in connection with Orders, Agreements or these general terms shall be subjected to the decision of the court with jurisdiction in 's-Hertogenbosch (The Netherlands), on the understanding that Buyer shall have the right to bring claims against Supplier before other courts of justice which have jurisdiction to hear such claims.

Food Team Processing
Industrieweg 3
5165NH Waspik
The Netherlands

forward in the world of frozen food

phone: +31 (0)73 54 43 040
e-mail: info@foodteamgroup.com
VAT: NL8506.82.605.B01