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GENERAL TERMS AND CONDITIONS OF SALE COROOS CONSERVEN B.V.

1 Definitions

1.1 The following definitions are used in these general terms and conditions of sale:

- a. **"Agreement"**: a written agreement for the delivery of Products by Seller to Purchaser;
- b. **"Parties"**: Purchaser and Seller;
- c. **"Products"**: products and services of Seller;
- d. **"Purchaser"**: a legal entity that wishes to enter into or has entered into an Agreement with Seller;
- e. **"Quotation"**: an offer from Seller to Purchaser for the delivery of Products;
- f. **"Seller"**: Coroos Conserven B.V., a private company with limited liability, with its registered office in Kapelle, the Netherlands, or one of its group companies;
- g. **"Terms and conditions of sale"**: these general terms and conditions of sale.

2 Applicability

- 2.1 The Terms and conditions of sale apply to and form part of (the negotiations on) every Quotation and Agreement.
- 2.2 The provisions of these Terms and conditions of sale apply, unless Parties have deviated from them in the Agreement.



2.3 If the terms of an Agreement and the Terms and conditions of sale are in conflict with each other, the terms of the Agreement will prevail.

3 Agreement

3.1 An Agreement is only concluded upon written confirmation by Seller.

3.2 An Agreement can only be altered with written consent of both Parties.

3.3 Purchaser can order and purchase the Products from Seller per 'full truck load'. One full truck load consists of 28 to 30 pallets, depending on the weight and the type of packaging of the Products. If Purchaser orders or purchases less than one full truck load, Seller is entitled to charge the amount for a full truck load.

3.4 After Purchaser has placed an order for the delivery of Products, Seller will send a Quotation to Purchaser. All Quotations are non-binding and revocable until Seller has confirmed the Agreement in writing by EDI (Electronic data interchange) or by e-mail. The written confirmation of the Quotation by the Seller constitutes compelling evidence of the existence and the contents of the purchase agreement.

4 Delivery

4.1 Without prejudice to article 11, delivery takes place EXW (Ex works) at the Seller's production location as indicated by Seller, in accordance with the Incoterms 2020, unless agreed otherwise.

4.2 Seller is allowed to deliver the Products in partial deliveries.

4.3 If Purchaser does not meet its obligations to purchase the Products, Purchaser will still owe the purchase price and will bear the risk for the Products from the delivery time as agreed in the Agreement onwards. Delivery will then be deemed to have taken place at the agreed delivery time, whereby Seller will keep the Products in storage for Purchaser. Without prejudice to Seller's other contractual and statutory rights, all costs incurred by Seller for maintaining and storing the Products in this regard shall be borne by Purchaser. Seller shall be entitled to charge these costs to Purchaser via a (separate) invoice.

4.4 Delivery times and delivery schedules submitted by Seller are not binding. Seller will notify Purchaser of any delay in delivery.

4.5 Delay in delivery or incomplete delivery, regardless of the cause thereof, is not a ground for Purchaser to claim damages, impose a fine or to terminate the Agreement. Purchaser indemnifies Seller in this regard against claims from third parties.

5 Price

5.1 The prices for the Products are exclusive of VAT and all other possible levies and surcharges.



- 5.2 If, after the conclusion of the Agreement, the cost price of the Products increases due to a change in cost-determining factors over which the Seller has no influence, such as but not limited to taxes, levies, import duties, transport costs, energy costs, raw material costs and fuel costs, the Seller has, regardless of the cause of the change, the right to increase the sales price of those Products accordingly.
- 5.3 Coroos reserves the right to increase the price stipulated by it at any given time, on the basis of the most recently published Producer Price Index (PPI) 10 Food, with base year 2015=100.
- 5.4 Purchaser is entitled to implement a change to the design of the packaging of the Products free of charge once every two years. If Purchaser wishes to implement such a change more often, Seller is entitled to charge the costs for implementing such change to Purchaser.

6 Payment

- 6.1 The delivered Products shall be invoiced after (partial) delivery. Seller has the right to require Purchaser to pay, or provide security for, the price for the Products prior to delivery.
- 6.2 The payment term shall be stated in the Agreement, but is in no case longer than 30 days, unless agreed otherwise. This constitutes a fatal/strict payment term. Payment is made in the currency and in the bank account as stated on the invoice, stating the payment details indicated by the Seller.
- 6.3 Complaints about the correctness of an invoice must be made known to Seller in writing within 30 days after receipt of the invoice. After this period lapses, the right to complain about the correctness of the invoice lapses. In the event of a timely complaint, an incorrect invoice will be credited, and a new invoice will be sent.
- 6.4 In the event of late payment of an invoice, Purchaser is in default by operation of law, without a reminder or notice of default being required, and owes the statutory commercial interest over the overdue amount to Seller.
- 6.5 Purchaser is not entitled to set off or suspend its payment obligations towards Seller unless Seller has given prior written consent therefor.
- 6.6 All payments made by Purchaser to Seller will be used in the following order for the payment of (i) costs, (ii) interest, and (iii) principal sums according to the date they claimable.

7 Shortcoming

- 7.1 Immediately upon receipt thereof, Purchaser shall inspect the Products for possible defects. Visible deviations and defects must be reported by Purchaser to Seller in writing with reasons no later than the first working day following the day of delivery of the products, invisible deviations and defects must be reported to Seller on the first working day after the moment Purchaser has identified or reasonably should have identified the deviation or the defect, failing which the Agreement shall be deemed to have been properly performed.



- 7.2 Purchaser cannot invoke any failure to perform if:
- a. a defect, in whole or in part, is the result of unusual, improper, injudicious, or careless use or storage of Products;
 - b. the Product has been modified, mixed, or processed;
 - c. the Product has been transferred to a third party;
 - d. on Purchaser's instruction, Seller has used raw materials and such for the Products, or has otherwise manufactured the Products on Purchaser's instructions, and the failure is due to this;
 - e. Purchaser has not fully met its payment obligations towards Seller.
- 7.3 Purchaser shall give Seller the opportunity to investigate a complaint about a Product and shall provide its full cooperation in this regard.
- 7.4 If and insofar as Seller declares a complaint by Purchaser just, Seller shall, at its sole option (i) repair the defect in the Product, (ii) replace the defective Product, or (iii) credit Purchaser for the price of the Product. Under no circumstance is Seller obligated to take back any Products.
- 7.5 The submission of a complaint does not release Purchaser from its payment obligations towards Seller. Purchaser is not entitled to compensation for damages from Seller for the delivery of a defective Product, except in the event when (i) the damages are the result of the intent of wilful recklessness on the part of Seller or the persons charged with the management of its company, or (ii) the damage is due to death or bodily injury.

8 Force majeure

- 8.1 Seller is not liable for any shortcoming in the fulfilment of the Agreement which is the result of force majeure.
- 8.2 Force majeure is among other things to be understood as: (partial) failure of the harvest, strike, fire, traffic disruption, government measures and other circumstances that impede Seller's normal business operations.
- 8.3 In the event that a force majeure situation occurs, Seller has the right to dissolve the Agreement or to suspend the performance of the Agreement for the duration of the force majeure situation, without Purchaser being entitled to any compensation.

9 Liability

- 9.1 Seller is never liable to Purchaser for compensation for lost profits, indirect damages, consequential damages, and immaterial damages.
- 9.2 If, under an Agreement and/or based on the law, Seller is liable to Purchaser for any damage, such liability shall be limited to the amount paid out to Seller under the applicable liability insurance.
- 9.3 If Seller's insurer, for whatever reason, does not pay out, does not provide coverage, or if there is no applicable insurance, Seller's liability will in any case be limited to the amount



of the net invoice value excluding VAT of the Agreement to which the event that caused the damage is most closely related to. In any case, a maximum liability of € 25.000 per event or per series of events with the same cause applies in this regard.

- 9.4 Purchaser indemnifies Seller against all third-party claims, despite the nature and the reason thereof, that relate to the performance of the Agreement or any (purchase) agreements between Purchaser and customers arising therefrom. Purchaser shall reimburse Seller for all damages and/or costs related to such claims, including the costs of legal aid.
- 9.5 The limitation of liability as contained in this article is not applicable only if (i) the damages are the result of the intent of wilful recklessness on the part of Seller or the persons charged with the management of its company, or (ii) the damage is due to death or bodily injury.

10 Product standards

- 10.1 With regard to the (sale of) the Products, Purchaser must act in accordance with the applicable product safety requirements.
- 10.2 Purchaser will provide any and all cooperation requested by Seller if Seller, whether or not based on European or Dutch regulations, wants to take measures in the field of product safety, such as a public warning or a product recall.
- 10.3 If Purchaser discovers or becomes aware of a fact, circumstance or event that could possibly lead to a product recall, Purchaser shall inform Seller as soon as possible thereof.
- 10.4 Without Seller's prior written consent, Purchaser shall not, whether or not based on European or Dutch regulations, take any measure in the field of product safety, such as a public warning, a product recall or informing a competent authority.
- 10.5 In order to enable a public warning or a product recall, Purchaser shall at all times keep accurate records that make it possible to find out to whom, when and in what quantities the Products were delivered by it.

11 Retention of title

- 11.1 Seller retains ownership of the Products delivered until payment of the purchase price of the Products has been received in full. In the event of late payment, Seller is allowed to take back the Products that are its property. Purchaser is obligated to offer all required cooperation in this regard.
- 11.2 Purchaser is entitled to sell the Products delivered under retention of title to third parties in the course of its normal business operations. At Seller's first request, Purchaser shall provide (replacement) security in the amount of the invoiced amount owed to Seller.
- 11.3 If the laws of the country for which the Products are destined or in which Purchaser is established does not recognize the retention of title or imposes specific requirements thereto, Purchaser shall at first request if Seller fully cooperate with the fulfilment of the local requirements for establishing the retention of title, or a similar security in the



Products. Upon concluding the Agreement, Purchaser shall grant Seller an irrevocable power of attorney to take all measures necessary for establishing a security right.

12 Shortcoming Purchaser

- 12.1 In the following events, all amounts owed by Purchaser to Seller, are immediately and fully due and Seller is entitled to terminate any Agreement in writing with immediate effect:
- a. (application for) suspension of payment or bankruptcy of Purchaser;
 - b. enforceable attachment at the expense of Purchaser;
 - c. dissolution, liquidation, termination, or sale of (the company of) Purchaser;
 - d. direct or indirect change in Purchaser's control;
 - e. a material shortcoming in the fulfilment of an Agreement that, after Purchaser has been given notice of default, has not been remedied within a reasonable term of seven days;
 - f. any situation that arises in a jurisdiction other than the Netherlands and that is similar to the situations described under a up to and including e.
- 12.2 Any judicial and extrajudicial costs incurred by Seller in enforcing its rights under these Terms and conditions of sale, the Agreement, a Quotation, or any other legal relationship between the Parties shall be borne by Purchaser. The extrajudicial costs amount to at least 15% (fifteen percent) of the invoice value of the delivery pursuant to which the claim arose.

13 Intellectual property rights

- 13.1 Seller reserves all rights with regard to its intellectual property rights. Nothing in these Terms and conditions of sale, the Agreement, a Quotation, or any other legal relationship between the Parties shall constitute or be deemed to bring about a transfer to Purchaser of any intellectual property right.
- 13.2 If Purchaser discovers or becomes aware of any infringement by a third party of Seller's intellectual property rights, Purchaser shall immediately notify Seller thereof by telephone and in writing. Purchaser shall provide Seller any assistance requested by Seller in protecting its intellectual property rights.
- 13.3 The indication of any intellectual property right of Seller and/or a third party on the Products will not be removed or altered by Purchaser.
- 13.4 If Products have been produced and/or packaged on Purchaser's instructions, Purchaser shall indemnify and hold harmless Seller against third party claims that arise in connection with the Products concerned, including which, but not limited to, claims based on an infringement of an intellectual property right of a third party.

14 Miscellaneous

- 14.1 If any provision in the Terms and conditions of sale or an Agreement is declared null and void, or is annulled, the remaining provisions of the Terms and conditions of sale and the relevant Agreement will remain in force. Parties shall replace the null and void or unenforceable provision with a new provision that approaches the content of the original provision as closely as possible.



14.2 In the event there is a dispute of interpretation, the Dutch text of the Terms and conditions of sale is leading.

15 Applicable law and jurisdiction

15.1 The Terms and conditions of sale, Quotations and Agreements are exclusively governed by the laws of the Netherlands.

15.2 Parties hereby designate the court of Zeeland-West-Brabant, the Netherlands on an exclusive basis to take cognisance of disputes that have arisen or will arise in connection with the Terms and conditions of sale, a Quotation, or an Agreement, or from further agreements that may result therefrom.