



GENERAL TERMS AND CONDITIONS OF SALE OF KONINKLIJKE EUROMA B.V.

These General Terms and Conditions of Sale were filed at the office of the Trade Registry of the Chamber of Commerce file number: 08027912.

1. GENERAL PROVISIONS AND TERMINOLOGY

1.1. In these General Terms and Conditions, the following terms are defined as follows:

Offer means an offer by Euroma to sell and deliver Products, whether or not contained in a quote;

Customer means Euroma's contractual counterparty;

General Terms and Conditions means these general terms and conditions of sale;

Euroma means Koninklijke Euroma B.V. and each of its group companies within the meaning of Article 2:24b DCC;

Order means the order of one or more Products by the Customer;

Products means the Products to be sold and delivered to the Customer by Euroma under the Agreement;

Agreement means the agreement between Euroma and the Customer regarding the sale and delivery of Products and the performance of related activities and services.

1.2. These General Terms and Conditions are applicable to all Offers, Orders and Agreements between Euroma and Customers.

1.3. Euroma expressly rejects the applicability of any general terms and conditions of the Customer.

1.4. Changes to the Agreement and deviations from and additions to these General Terms and Conditions are only applicable in so far as these have been expressly accepted by Euroma in writing, and only apply to the Agreement to which these pertain. This is an agreement as to burden of proof. In the General Terms and Conditions, in writing also means by email.

1.5. Should any provision of the General Terms and Conditions be void or become voided, the other provisions remain in full force. In that event, the parties will consult in order to agree new, valid provisions to replace the void, invalid or voided provisions, with due observance of the purpose and purport of the former provisions to the extent possible.

1.6. In the event of a contradiction between a provision in the General Terms and Conditions and a provision in the Agreement, the provision in the Agreement prevails over the relevant provision in the General Terms and Conditions.



2. QUOTES; FORMATION OF AGREEMENT

- 2.1. All verbal Offers or commitments are only binding on Euroma after and in so far as Euroma has confirmed these in writing.
- 2.2. All Offers, regardless of the manner in which they are made, are without obligation unless agreed otherwise in writing.
- 2.3. Euroma will only be deemed to have concluded an Agreement after Euroma has confirmed a written Order placed by the Customer in writing or has commenced execution of the Order.
- 2.4. The contents of Euroma's website, leaflets, printed matter and the like are not binding on Euroma unless these are expressly referred to in the Agreement. Every new quote from Euroma will supersede the previous quote.

3. DELIVERY

- 3.1. Unless agreed otherwise in writing, delivery takes place under the EXW delivery condition ("Ex Works"), in accordance with the version of the Incoterms applicable at the time of the conclusion of the Agreement, without prejudice to the provisions of these General Terms and Conditions. The Customer is obliged to take delivery of the Products upon Euroma's first request.
- 3.2. Unless agreed otherwise in writing between Euroma and the Customer, the Products purchased by the Customer will at all times be transported at the expense and risk of the Customer, who itself must therefore also take out adequate insurance for the Products.
- 3.3. The Customer is obliged to take delivery of the Products purchased at the time they are delivered to it or at the time they are made available to it in accordance with the Agreement. If the Customer refuses to take delivery or fails to provide information or instructions necessary for delivery, the Products will be stored at the Customer's risk. In that case, the Customer will owe all of Euroma's additional costs, including in any event the storage costs.
- 3.4. Delivery dates stated by Euroma are only approximate and cannot be regarded as firm deadlines unless expressly agreed otherwise in writing between Euroma and the Customer.
- 3.5. The delivery time only commences after the Customer has provided Euroma with all data that Euroma indicates are necessary or that the Customer should reasonably understand are necessary in the context of the performance of the Agreement.
- 3.6. If amendments to the Agreement result in a longer period of time for Euroma to perform the Agreement, the delivery time will be extended by that additional period of time required.



- 3.7. The delivery date is based on the expectation that Euroma can carry out the work related to the delivery as was anticipated at the time of the conclusion of the Agreement and that the materials required for the performance of the Agreement will be timely delivered to Euroma.
- 3.8. A failure to meet the delivery date for any reason whatsoever does not entitle the Customer to terminate the Agreement, to suspend any obligation entered into with Euroma or to any compensation of damages.
- 3.9. Euroma is entitled to make partial deliveries to the Customer. Until delivery of the Products ordered by the Customer, Euroma is entitled to combine and/or consolidate current Orders, at Euroma's discretion, and to deliver them in a single delivery.
- 3.10. The Customer only has the right to cancel an Order upon receipt of written consent from Euroma, and Euroma may impose conditions on said consent that Euroma deems appropriate.
- 3.11. All requests by the Customer to Euroma after the conclusion of the Agreement to deviate from the agreed quantity of Products to be delivered within the delivery period provided for in the Agreement must be submitted to Euroma in writing. Euroma will decide at its sole discretion whether or not to accept such a request. Euroma is not obliged to deliver more or other Products than stipulated in the Agreement.
- 3.12. Euroma reserves the right to deviate from the quantity of Products sold as provided in the Agreement by five percent (5%) upwards or downwards, without prejudice to the Customer's obligation to purchase and pay for the quantity of Products actually delivered by Euroma.



4. SAMPLES

- 4.1. If the Products to be delivered are to be used outside The Netherlands, Euroma will only be responsible for ensuring that the Products to be delivered meet the requirements or standards set by the laws or regulations of the country in which the Products are to be used if the Customer has expressly notified Euroma in writing of their use in that country and of the requirements and standards applicable there prior to the conclusion of the Agreement. All other requirements imposed by the Customer on the Products to be delivered that deviate from the normal requirements must also be explicitly reported to Euroma in writing by the Customer prior to the conclusion of the Agreement and must be accepted by Euroma in writing.
- 4.2. If Euroma has provided the Customer with a sample, this is presumed to only have been provided by way of indication, which means that the qualities of the Products to be delivered may differ from the sample, unless it is expressly stated that delivery would take place in accordance with the sample provided.
- 4.3. If Euroma and the Customer have agreed on the sale and delivery of Products in accordance with the sample, non-material deviations from the sample cannot give rise to termination, suspension of any obligation entered into with respect to Euroma, or to refusal or damages.

5. PRICES

- 5.1. Unless agreed otherwise in writing between Euroma and the Customer, all prices stated are in euros and are exclusive of VAT.
- 5.2. Euroma is entitled to change the prices for the Products that it agreed with the Customer in the Agreement in the event of an increase in cost-determining factors, such as fluctuations in exchange rates, prices of raw materials, labour costs or government measures, provided that these increases occurred or the measures were taken after the Agreement was concluded but before the delivery of the Products.

6. PAYMENT

- 6.1. Payments by the Customer to Euroma must be made in euros.
- 6.2. Unless agreed otherwise in writing, the Customer will pay the entire purchase price for the Products or the balance thereof in the event that the Customer has already paid part of it by way of advance payment or otherwise, within fourteen (14) days of the invoice date by means of transfer to an account specified by Euroma, without any deduction or discount.



- 6.3. Euroma has the right, if it believes there is cause to do so, to demand advance payment of an amount owed by the Customer to Euroma, as well as to suspend further delivery of Products, as long as previous deliveries of Products have not been paid for.
- 6.4. The Customer is at all times obliged, upon Euroma's first request, to provide security deemed necessary by Euroma for the performance of its payment obligations to Euroma.
- 6.5. If the Customer fails to comply with the request for security described in the previous paragraph within 10 (ten) days, Euroma will be entitled, without prejudice to its other rights, to suspend further delivery of Products and in addition, everything that the Customer owes Euroma will become immediately due and payable in full.
- 6.6. The Customer is not entitled to suspend its payment obligations to Euroma or to set off a claim it has against Euroma.
- 6.7. If the Customer fails to pay an amount to Euroma within the agreed payment term, Euroma's claim for payment of that amount will be fully due and payable immediately and the Customer will be in default by operation of law.
- 6.8. If the Customer fails to pay an amount to Euroma within the applicable payment term, Euroma will also be entitled to compensation of:
 - (a) the statutory commercial interest as referred to in Article 6:119a DCC on the unpaid amount until the date of full payment thereof; and
 - (b) the extrajudicial costs, including, but not limited to, the costs of sending reminders, one or more notices of default, or demands, which extrajudicial costs are at least equal to fifteen percent (15%) of the total amount owed, with a minimum of EUR 500.
- 6.9. The Customer will also owe Euroma extrajudicial collection costs if only a single demand is sent by or on behalf of Euroma.
- 6.10. If, for the collection of a claim, Euroma has incurred demonstrably higher costs on the claim than the extrajudicial costs referred to in the previous paragraph and these higher costs were reasonably necessary for the performance of the Customer's obligations under the Agreement and the General Terms and Conditions, the Customer must also pay these higher costs to Euroma.



- 6.11. In the event that Euroma is found to be wholly or largely in the right in legal proceedings, regardless of the court before which the legal proceedings are taking place, the Customer will be obliged to reimburse all costs actually incurred by Euroma in connection with these proceedings, even if these costs exceed the costs awarded by the court. This provision also applies in the case of other dispute resolution proceedings such as arbitration proceedings.
- 6.12. Payments made by the Customer always firstly serve to pay all interest and costs due and secondly to settle the oldest outstanding due and payable invoices, even if the Customer states that the payment pertains to a later invoice.

7. RETENTION OF TITLE

- 7.1. The Products delivered by Euroma to the Customer remain Euroma's property and the Customer retains these for Euroma until the Customer has fulfilled all its obligations to Euroma, including the Customer's obligations:
- (a) by virtue of Agreements; and
 - (b) in connection with the Customer's failure to perform its obligations under Agreements.
- 7.2. Until the title to the delivered Products has passed to the Customer, it is only entitled to transfer or process the Products if the act is part of his normal course of business.
- 7.3. The Customer is obliged to keep the Products delivered subject to retention of title with due care, including by storing them with the necessary care in such a way that they can be recognised and identified as being the property of Euroma.
- 7.4. The Customer is obliged to insure the Products delivered subject to retention of title against damage (including fire and water damage) and loss (due to theft or otherwise). All claims that the Customer acquires against insurers under these insurance agreements will be pledged to Euroma upon Euroma's first request as additional security in respect of Euroma's claim against the Customer.
- 7.5. With regard to delivered Products, the title to which has passed to the Customer as a result of payment and which are still held by the Customer, Euroma retains, nunc pro tunc, the rights of pledge referred to in Article 3:237 DCC as additional security for claims that Euroma might have against the Customer for any reason whatsoever.



- 7.6. The Customer is obliged to inform Euroma immediately if third parties exercise rights to the products delivered by Euroma under retention of title or if it is aware that third parties intend to exercise rights to the aforementioned products.
- 7.7. All Products and packaging originating from Euroma and in the Customer's possession are always deemed to be the same as those stated on the unpaid invoices, at least in so far as the quantity of Products, according to type and composition, in the Customer's possession does not exceed the quantities stated on the unpaid invoices.
- 7.8. If the Customer fails to comply with an obligation to Euroma, or if Euroma has good reason to fear that the Customer will not comply with its obligations to Euroma, Euroma will have the right to recall or arrange for the return of the Products delivered subject to retention of title. The Customer will provide all necessary cooperation in this respect. To that end, the Customer hereby grants Euroma an irrevocable authorisation, including the right to enter the place where the Products are located and to remove the Products from that place. The Customer also irrevocably authorises Euroma to determine, on behalf of the Customer, at Euroma's discretion, which Products have or have not been paid for by the Customer. All costs in connection with the collection of products will be for the account of the Customer. In addition, Euroma has the right to recover any damage to the Products from the Customer or to charge the Customer for any reduction in value of the products due to, for example, damage or obsolescence.

8. PACKAGING

- 8.1. Euroma is entitled to charge the Customer a deposit for the packaging. Packaging will only be taken back at the price charged in the event of undamaged carriage paid return.
- 8.2. Packaging for which a deposit is charged is deemed to be lent to the Customer by Euroma. Under all circumstances, the packaging remains the property of Euroma and the Customer is not entitled to sell the packaging or to dispose of it in any other way. The Customer retains the packaging for Euroma.
- 8.3. The transport of the packaging to Euroma is at the expense and risk of the Customer.
- 8.4. Unless the Customer demonstrates otherwise upon receipt, the Customer will be deemed to have received the packaging in good condition. Euroma will charge the Customer for the costs of repairing any damage.
- 8.5. Set-off of the deposit charged on returned packaging is only permitted after receipt of a credit note sent by Euroma.

9. FORCE MAJEURE

- 9.1. Euroma will not be liable if it fails to comply with its obligations as a result of force majeure. Force majeure is understood to mean: circumstances that prevent Euroma from



complying with its obligation and that cannot be attributed to Euroma. For the purposes of this article, a situation of force majeure for Euroma is deemed to have arisen in the event of, among other things, strikes, a shortage of raw materials, a failure by a subcontractor or supplier, transport problems, war or the threat of war, total or partial mobilisation, riots, sabotage, flooding, fire or other forms of destruction within Euroma's business, lock-outs and collective actions, malfunctions of machines or tools or other malfunctions in Euroma's business, government measures, and compliance with laws, regulations or decrees, of any government or agency, whether valid or invalid. A situation of force majeure must also be deemed to have occurred for Euroma in the event that one or more of the above circumstances occur within the companies of Euroma's suppliers as a result of which Euroma is or was unable to comply with its obligations in a timely fashion.

- 9.2. To the extent the force majeure situation is not permanent, Euroma is entitled to suspend its obligations to the Customer during the period that the force majeure situation continues. If this period lasts longer than three (3) months or is expected to last longer than three (3) months, Euroma and the Customer will have the right to terminate the Agreement, without any obligation to compensate the other party for damage.
- 9.3. In the event that Euroma has already partially complied with its obligations or can only partially comply with its obligations when the situation of force majeure arises, it will be entitled to separately invoice the part already delivered or the part that can still be delivered, and the Customer will be obliged to pay this invoice as though it pertained to a separate Agreement.

10. CONFORMITY, COMPLAINTS AND INSPECTION

- 10.1. Unless agreed otherwise in writing, the Products will at all times be deemed to comply with the Agreement (conformity within the meaning of Article 7:17 DCC) if they comply with the specifications stated in the Agreement, even if the Customer has informed Euroma of a special purpose or use of the Products.
- 10.2. Unless agreed otherwise in writing, the Customer must, in any event, inspect the Products upon their arrival at the agreed destination to verify whether the correct Products were delivered, whether the delivered Products comply, in terms of quantity (for example, the number and quantity), with what was agreed and whether the delivered Products comply with the agreed specifications.
- 10.3. The Products that Euroma delivers are natural products and may vary from harvest to harvest and from harvest area to harvest area in terms of colour, taste and other properties. Deviations and variations of these within the stated specifications of the Product do not qualify as failures in the performance of obligations under the Agreement.
- 10.4. The Customer must report visible defects or shortcomings as described in the previous paragraph to Euroma in writing within 48 (forty-eight) hours after the Products are delivered. All of the Customer's rights vis-à-vis Euroma in respect of the visible defects or shortcomings lapse if the Customer does not report the defects or shortcomings to Euroma in writing within this period. Visible defects or shortcomings as referred to in this



paragraph also include the defects and shortcomings that reasonably should have been discovered through the inspection referred to in the previous paragraph.

- 10.5. The Customer must report non-visible defects to Euroma in writing within 14 (fourteen) days after these are discovered or reasonably should have been discovered. All of the Customer's rights vis-à-vis Euroma in respect of such non-visible defects lapse if the Customer does not report these to Euroma in writing within this period, or when the report is made more than a year after delivery of the Products. .
- 10.6. The Customer is required to inspect the delivered Products with the necessary due care or have it performed with the necessary due care. The inspection of the Products by sampling is at the Customer's risk and the Customer cannot invoke the fact that it did not observe any defects that were visible and could have been discovered upon delivery, because it, or a third party engaged by it, did not inspect all the delivered Products upon delivery.
- 10.7. The report of defects and shortcomings must contain as detailed a description as possible of the relevant defects and shortcomings in order to enable Euroma to respond to that adequately. The Customer must give Euroma an opportunity to investigate the complaint or complaints, including, but not limited to, granting Euroma access to the sold Products or facilitating this.
- 10.8. Even if the Customer submits a complaint in a timely fashion, its obligation to pay for and take delivery of the sold Products continues to exist.
- 10.9. Defects to some of the Products stated in Euroma's confirmation of the Order do not entitle the Customer to terminate the entire Agreement and do not diminish the Customer's obligation to pay for the non-defective Products in the agreed manner.
- 10.10. In the event of a valid complaint, Euroma will only be obliged - entirely at its own discretion - to remedy the defect, replace the relevant Product, deliver the missing parts or to credit or refund in full or in part the amount charged for the defective Product in accordance with its reasonable findings on the matter. Euroma will only accept returned Products after Euroma has approved the return in writing. The valuation of the to be credited returned Products is performed entirely at Euroma's discretion.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 11.1. Euroma reserves all intellectual and industrial property rights in respect of the Products, including, but not limited to, copyrights, trademark rights, patent rights, database rights, design rights and trade name rights. Unless agreed otherwise in writing, the intellectual and industrial property rights related to the Products are owned by Euroma. This also applies to recipes, designs, semi-finished products, packaging, labels, drawings, models, patterns, molds and know how.
- 11.2. All documents created by Euroma, such as reports, recommendations, designs, sketches, drawings, molds, models, software, etc. remain Euroma's property and are solely



intended to be used by the Customer in the context of the Agreement and may not be changed, reproduced, disclosed, exploited or communicated to third parties without Euroma's prior consent.

- 11.3. In so far as Euroma does not yet have the intellectual and industrial property rights ipso jure, the Customer herewith transfers these, in so far as possible, to Euroma and warrants that it is entitled to do so. If this transfer is not legally valid, the Customer will validly transfer the intellectual and industrial property rights to Euroma upon Euroma's first request. In so far as necessary, the Customer will provide Euroma a perpetual royalty free licence for the use of the intellectual and industrial property rights.
- 11.4. The Customer will free of charge provide full cooperation to Euroma required for the acquisition of the intellectual and industrial property rights. The Customer itself is not entitled to exercise any intellectual and industrial property rights on the Products. The Customer will not infringe Euroma's intellectual and industrial property rights and will refrain from filings and registrations.
- 11.5. If the Customer requests Euroma to produce or procure the production of Products according to Customer's designs or other instructions by the Customer, the Customer warrants that the production or delivery of said Products does not infringe third-party intellectual and industrial property rights. The Customer indemnifies Euroma against third-party claims in this respect.
- 11.6. Upon request, the Customer will free of charge provide full cooperation to Euroma for measures to be taken towards third parties to preserve and defend the intellectual and industrial property rights.



12. LIABILITY

- 12.1. Euroma's liability towards the Customer is limited to the maximum amount that Euroma's insurer pays out in the relevant instance. If Euroma's insurer for a certain event does not make any pay out, Euroma's liability is limited to the invoice amount for the delivered Products for which the liability existst.
- 12.2. Euroma is not liable vis-à-vis the Customer for any of the following, either incurred or yet to be incurred:
- (a) indirect damage, including in any event consequential damage, lost profit, fines, lost savings and damage due to the interruption of production or operations or business interruption;
 - (b) damage that becomes known twelve (12) months after the damaging event that can be legally attributed to Euroma;
 - (c) damage that has arisen due to the improper or careless use of the Products;
 - (d) damage that has arisen as a result of the Products being used for a purpose for which they are not intended;
 - (e) damage that has arisen as a result of not or not correctly complying with directions and instructions by Euroma and/or the producer of the Products in so far as evidenced by the instructions (for use) for the relevant Products;
 - (f) damage that has arisen because Euroma acted based on incorrect information provided by the Customer.
- 12.3. All rights of action that the Customer has vis-à-vis Euroma lapse one year after the Customer has become aware of the right of action unless the Customer has instituted legal proceeding against Euroma within this period.
- 12.4. The Customer indemnifies Euroma against claims for damages by third parties in connection with Products delivered to the Customer by Euroma if and in so far as Euroma would not have been liable vis-à-vis said third party/third parties pursuant to the Agreement and these General Terms and Conditions if said third party was / third parties were the Customer itself.
- 12.5. The limitations of liability included in these General Terms and Conditions do not apply if the damage is attributable to intent or deliberate recklessness on the part of Euroma or its management members.



13. TERMINATION OF THE AGREEMENT

- 13.1. Without prejudice to Euroma's rights pursuant to the General Terms and Conditions, the Agreement or the law, Euroma's claims against the Customer are immediately due and payable in full without notice of default being required if, among other things:
- (a) the Customer fails to comply with its obligations under the Agreement, fails to do so in a timely fashion or fails to comply with these in full;
 - (b) circumstances become known to Euroma after the conclusion of the Agreement that give good reason to fear that the Customer will not comply with its obligations, will not do so in a timely fashion or will not do so in full;
 - (c) the Customer is declared bankrupt or an application is made to that end;
 - (d) the Customer applies for suspension of payments;
 - (e) the control of the Customer changes (in this respect, control has the meaning assigned to it in the SER Merger Code 2015);
 - (f) the permits and/or licences required by the Customer for the performance of the Agreement have been cancelled;
 - (g) the Customer discontinues its business;
 - (h) the Customer dies;
 - (i) the Customer is dissolved;
 - (j) attachment is levied against the Customer and that attachment is not lifted within three months of the attachment;
 - (k) circumstances occur that are of such nature that the performance of the Agreement becomes impossible or so onerous and/or disproportionately costly that performance of the obligation under the Agreement can no longer reasonably be required.
- 13.2. If an event as referred to in the previous paragraph occurs, Euroma will also be authorised, without a notice of default being required, to suspend the (further) performance of the Agreement and/or to terminate the Agreement in whole or in part, all subject to the Customer's obligation to compensate Euroma for the loss it has suffered as a result and without prejudice to the other rights accruing to Euroma under the General Terms and Conditions, the Agreement and/or the law and regulations.



- 13.3. In the event of premature termination of the Agreement, the Customer will be obliged to:
- (a) purchase the stocks of Products produced by Euroma at the time of termination but not yet delivered by Euroma in accordance with the conditions of the Agreement; and
 - (b) compensate Euroma for residual stocks of raw materials, semi-finished products and packaging materials used or designated for use by Euroma for the performance of the Agreement.

The compensation referred to at (b) will be calculated as follows: the cost price of the residual stocks of raw materials, semi-finished products and packaging materials, plus a mark-up of 15%.

14. TRANSLATIONS OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are available in Dutch and a number of other languages. In the event of a difference between the Dutch text of these General Terms and Conditions and a translation thereof, the Dutch version prevails. The Dutch version will also prevail in the event of a difference of opinion regarding the interpretation of these General Terms and Conditions.

15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 15.1. The General Terms and Conditions and all Orders, Offers and Agreements and related agreements are governed by Dutch law. The applicability of the UN Convention on Contracts for the International Sale of Goods ("CISG") is excluded.
- 15.2. All disputes between Euroma and the Customer that result from the Agreement and/or the General Terms and Conditions and related agreements will be settled solely by the competent judge of the District Court of Overijssel, location Zwolle.

16. AMENDMENT

Euroma is authorised to make amendments to the General Terms and Conditions. These amendments take effect on the stated commencement date. Euroma will timely send the amended terms and conditions to the Customer. If no commencement date has been communicated, amendments take effect vis-à-vis the Customer as soon as it has been informed of the amendment.