

GENERAL TERMS AND CONDITIONS OF PURCHASE
of **PARIDAANS 7 LIEBREGTS B.V.**, established in 's-Hertogenbosch.
(Filed under Chamber of Commerce no. **17030702**)

Article 1 - General

- 1.1. Paridaans & Liebrechts B.V. (hereinafter referred to as "P&L"), is registered with the Chamber of Commerce under no. **17030702** and has its registered office at Veemarktkade 19, 5222 AG 's-Hertogenbosch, the Netherlands.
- 1.2. "Counterparty" means the (potential) seller/supplier or a (legal) person on behalf of the (potential) seller/supplier.
- 1.3. "Agreement" means the agreement and/or further follow-up agreements between P&L and the Counterparty.
- 1.4. "Products" means all products to be sold and/or delivered by the Counterparty to P&L within the meaning of Book 3, Section 2 of the Dutch Civil Code.

Article 2 - Applicability.

- 2.1. These general terms and conditions of purchase apply to all offers made to P&L and to the conclusion, content and performance of all agreements entered into between P&L and the Counterparty with respect to the activities mentioned below. P&L is engaged in the trade (purchase and sale) of meat and fish products and any related by-products, hereinafter referred to as "the products", in the broadest sense of the word, on a national and international level, which activities result in a contract between P&L and the Counterparty, hereinafter referred to as the "agreement". These terms and conditions of purchase apply to all legal relations in which P&L acts as (potential) buyer and/or client.
- 2.2. The Counterparty, who previously entered into agreements with P&L, is deemed to (tacitly or otherwise) agree to the applicability of these terms and conditions to subsequent agreements between the Counterparty and P&L.
- 2.3. The Counterparty's general terms and conditions shall remain effective where they do not conflict with these general terms and conditions of purchase. In the event of a conflict between the two terms and conditions, P&L's terms and conditions of purchase shall prevail at all times, even if priority has been stipulated otherwise. Any general terms and conditions of purchase on the part of the Counterparty shall only apply if their applicability to the agreement between the parties has expressly been agreed in writing to the exclusion of these general terms and conditions.
- 2.4. If the court has determined that one or more provisions of these terms and conditions is/are unreasonably onerous, the provision concerned must be interpreted with due allowance for the other provisions of these general terms and conditions of purchase and in such a way that the provision can reasonably be invoked by P&L against the Counterparty. The situation where the court has determined that one or more provisions of this agreement are unreasonably onerous shall not affect the effect of the remaining provisions.
- 2.5. These general terms and conditions of purchase are published on P&L's website.

Article 3 - Agreement

- 3.1. Every quotation and/or offer made by the Counterparty is irrevocable, unless the quotation and/or offer explicitly show evidence to the contrary.
- 3.2. An Agreement between P&L and the Counterparty shall have been concluded upon confirmation by P&L of an offer, tender or quotation from the **Counterparty** in writing through a purchase/order confirmation.
- 3.3. Any amendments and/or supplements to an agreement concluded between the parties shall only be valid after such amendments and/or supplements have been unequivocally accepted by P&L and the Counterparty in writing.
- 3.4. The content of an Agreement shall be evidenced only by the purchase/order confirmation and any respective amendment or supplement by P&L.

Article 4 - Price

- 4.1. The agreed price includes all costs incurred with respect to the Products up to and including delivery. This includes (if applicable) costs of storage and packaging, taxes (including clearance charges), other levies, costs of transport and transport insurance, unless expressly agreed otherwise.

Article 5 - Payment

- 5.1. Payments will be made in euros or US \$, unless otherwise agreed.
- 5.2. P&L applies a 40-day payment term, unless otherwise agreed in the agreement.
- 5.3. In the event that P&L is in default, P&L shall only be liable for the payment of the statutory interest on the invoice amount excluding transport costs, VAT and other levies of any kind.
- 5.4. P&L is entitled to offset any amounts due to the Counterparty against any claim that P&L has against the Counterparty, on any account whatsoever.
- 5.5. Subject to proof to the contrary, P&L' administration shall serve as full proof of any amount due to the Counterparty, on any account whatsoever.

Article 6 - Delivery

- 6.1. Delivery takes place upon receipt of the Products by P&L at the agreed location.
- 6.2. The Products shall be at the expense and risk of the Counterparty until receipt of the Products by P&L, regardless of whether or not P&L has arranged for transport. The Counterparty shall arrange for insurance of the Products during transport and storage until receipt of the Products by P&L, unless agreed otherwise.
- 6.3. The Incoterms 2020 shall apply to cross-border deliveries of the products.
- 6.4. The delivery dates specified in the purchase/order confirmation are binding.
- 6.5. In case the Counterparty fails to provide the information and/or fulfill the obligations required by P&L under the agreement in a timely manner, or improperly, insufficiently or inadequately, aspects within the (execution of the) agreement may be affected, which shall be at the Counterparty's expense and risk. Additional costs caused by this shall be reimbursed by the Counterparty to P&L. The Counterparty shall inform P&L of all events and circumstances required for the proper execution of the agreements made.

Article 7 - Transfer of ownership

- 7.1. Ownership of the Products shall pass to P&L at the time of delivery by the Counterparty.
- 7.2. The Counterparty waives all rights and powers which it would be entitled to under the right of retention or right of claim.

Article 8 - Transport documents and other documents.

- 8.1. The Counterparty's copy of the transport document signed for receipt by the carrier without comments shall only serve as proof of shipment of the quantities stated on the transport document, as well as the externally visible condition of the Products.
- 8.2. The Counterparty shall be obliged to provide P&L with all documents applicable to the transaction and/or the Products in good time with due observance of the prescribed deadlines, specifications and formalities, failing which the Counterparty shall be fully liable to P&L for any resulting damage. This also applies with regard to compliance with regulations of the European Union or other national and/or international authorities and governments, including Regulation (EC) No. 178/2002 and any related regulations.
- 8.3. The Counterparty shall provide the required documents and certificates from the authorities upon delivery, including customs and health and inspection authorities, proving that the Products can be imported, traded or processed by P&L within the European Union without any hindrance and without having to comply with any further governmental formalities.
- 8.4. All costs resulting from the preparation and delivery of the required documents shall be borne by the Counterparty, subject to agreements expressly made to the contrary.

Article 9 - Obligations of the Counterparty

- 9.1. The Counterparty shall ensure that the Products delivered are properly packed and with all due care, provided with a Best-Before date if required and all the statutory required indications, that they are free of foreign objects, contaminations and substances harmful to health, also in accordance with all statutory requirements, EU regulations and regulations of the country of delivery and (final) destination, and meet the statutory prescribed temperature requirements (also during transport and/or storage).
- 9.2. If the Counterparty organizes the transport, the Counterparty must regularly check and record the temperature of the cold store and the temperature progression during transport.
- 9.3. The Counterparty is obliged to use an HACCP and/or GMP+ system or an applicable hygiene code or quality system for all Products, which is lined up with the activities, volume and nature of the Products of the Counterparty. The Counterparty must comply with the applicable laws and regulations regarding the preparation, handling, storage or distribution of Products, materials or equipment that come into contact with the (delivered) Products at the place of delivery and the place of destination of the Products and, if necessary, to demonstrate this at P&L' first request.

Article 10 - Specifications, inspection and complaints

- 10.1. If the Products and/or the documents relating to the Products do not comply with the Agreement and/or the specifications set by P&L, P&L shall be entitled to reject the Products and/or the documents, regardless of discovery after forwarding and/or processing. P&L shall store the rejected Products at the Counterparty's expense and risk. P&L shall never be bound by any time limit set by the Counterparty in this respect and/or in which P&L must submit a complaint.
- 10.2. Upon first request and at its own expense, the Counterparty must collect the rejected Products from P&L or from the location to be designated by P&L without delay, failing which P&L may return these Products to the Counterparty at its expense and risk without the Counterparty's permission. If the Counterparty refuses to take delivery of the Products, P&L may store or sell or destroy these items at the Counterparty's expense and risk.
- 10.3. The foregoing provisions do not affect P&L' right to additional or substitute damages.

Article 11 - Sampling and analysis.

- 11.1. P&L may have samples sealed in triplicate at the time and place of delivery in the usual manner. If no samples were taken at the time of delivery, samples may be taken at a later date. The assessment and analysis can in that case only provide an assumption as to the quality at the time and place of delivery.

Article 12 - Warranty

- 12.1. The Counterparty guarantees that the products to be delivered and/or the documents relating to the Products strictly comply with the Agreement. This guarantee includes at any rate that:
 - a) the Products possess the promised properties;
 - b) the Products meet the highest quality standards;
 - c) the Products are free of third-party rights and freely tradable without any restriction(s) in the country of (delivery) as well as in the country of final destination (including the destination that P&L has agreed upon with any third party by separate agreement);
 - d) the Products are suitable for the purpose for which the order is placed or the Agreement is entered into;
 - e) the Products comply with the requirements imposed by or pursuant to law and/or otherwise applicable regulations and/or by P&L, including in the areas of quality, health, safety and the environment, both in the country of delivery and in the country of final destination;
 - f) the Products are provided with and accompanied by all data and instructions required for proper and safe handling;
 - g) the Products are fit for consumption;
 - h) the Products are provided with and are accompanied by all documentation requested and otherwise required by P&L.
- 12.2. The warranty set forth in Article 12.1 is without prejudice to any transfer of risk of the Products to

P&L.

- 12.3. The Counterparty guarantees compliance with all applicable sanctions and restrictions set forth in and arising from all relevant U.S., UN or EU sanctions and expert review regulations in effect at the time of the conclusion of the Agreement and during its performance.
- 12.4. If the Counterparty fails to comply with the obligation(s) pursuant to clause 12.1, the Counterparty shall, at its expense and at the discretion of P&L at its first request, replace the Products or supplement the missing items, unless P&L prefers to terminate or dissolve the Agreement without prejudice to P&L' other rights on account of the failure, including but not limited to the right to damages.

Article 13 - Liability, indemnification and insurance.

- 13.1. The Counterparty is liable for all damage of any nature whatsoever and without any limitation suffered by P&L and/or by subsequent customers or users as a result of a failure in fulfillment by the Counterparty of its obligations and/or as a result of the negligent acts or omissions of the Counterparty, or of its personnel or third parties engaged by the Counterparty, or the Counterparty acting in violation of a contractual or statutory duty. The Counterparty's liability extends to, among other things, damage caused by death or injury, damage to products of P&L and third parties, interruption in business operations and loss of profit or income.
- 13.2. The Counterparty shall indemnify P&L against all claims of third parties with respect to the Agreement and/or with respect to the Products and/or documents delivered by the Counterparty or through its agency and/or with respect to the negligent acts or omissions of the Counterparty or its auxiliary persons, or acting in violation of a contractual or statutory duty. The Counterparty shall moreover indemnify P&L for all costs involved in any judicial or arbitration proceedings, including the integral costs of legal assistance and extrajudicial costs.
- 13.3. The Counterparty shall insure its liability for the customary amounts in the European (food) industry. The Counterparty will allow inspection of the relevant insurance policy or policies upon first request and provide an insurance certificate.
- 13.4. Any liability of P&L for damage of any kind is excluded, except to the extent that such damage was caused by an act or omission of the director(s) and/or manager(s) of P&L, either with intent to cause such damage or recklessly while being aware that the damage caused would probably be the result.

Article 14 - Force majeure

- 14.1. In the event of force majeure within the meaning of Book 6, Section 75 of the Dutch Civil Code, the performance of the Agreement shall be suspended in whole or in part for the duration of the force-majeure period, without P&L and the Counterparty being mutually obliged to pay any damages in this respect. If the force-majeure situation continues for more than thirty (30) days, the Counterparty shall be entitled to terminate the Agreement through a registered letter with immediate effect and without judicial intervention while this creates no right to compensation.
- 14.2. Force majeure on the part of the Counterparty shall in any case not include lack of personnel, strikes, pandemics such as COVID, default of third parties engaged by the Counterparty, failure of auxiliary materials, and liquidity and/or solvency problems at the Counterparty.

Article 15 - Performance, suspension, dissolution and/or damages

- 15.1. Notwithstanding P&L' other powers with regard to the termination / dissolution of the Agreement and in addition to the right to claim fulfillment and / or damages, P&L is entitled to suspend the fulfillment of its obligations or to dissolve the Agreement in whole or in part with immediate effect (without liability for any compensation) if one or more of the following situations occurs:
 - a) in the event that the Counterparty fails to, or does not properly or does not timely comply with any obligation and/or any warranty arising from the Agreement or from these Conditions;
 - b) in the event that the Counterparty acts in violation of a statutory duty or otherwise acts improperly;
 - c) in the event that the Counterparty is, or is at risk of being in suspension of payments or bankruptcy, or any part of its assets are attached;

- d) in the event that the Counterparty ceases its activities, decides to liquidate or otherwise loses its legal personality;
 - e) revocation of necessary and required permits for the Agreement;
 - f) if a garnishment is levied against P&L for the account of the Counterparty.
- 15.2 In the event of a dissolution by P&L, it shall, on account of compensation, at its option be entitled to:
- a) any price difference between the contract price and the market value of the Products and/or services at issue on the day of non-performance that is adverse to P&L, without prejudice to P&L' right to additional or substitute damages, or;
 - b) the price difference between the contract price and the covering purchase price, without prejudice to P&L' right to additional or substitute damages.
- 15.3 If P&L dissolves the Agreement, the Counterparty shall, if requested by P&L, refund any purchase price already paid and collect all or part of the Products already delivered at P&L or at a location to be designated by P&L upon first request without delay.
- 15.4 The Counterparty waives all rights and powers to which it would be entitled under the right of suspension.

Article 16 - Transfer of rights and obligations

- 16.1 Unless otherwise agreed, the Counterparty may transfer rights/or obligations under the Agreement to third parties only with the prior written consent of P&L.

Article 17 - Product compliance

- 17.1 The Counterparty will only supply Products that comply with European and applicable national regulations regarding food safety. This includes regulations on hygiene, microbiology, MRLs (Maximum Residue Levels), contaminants, traceability and packaging.

Article 18 - Duty to provide information and to cooperate

- 18.1 The Counterparty shall annually certify in respect of P&L that it meets the conditions mentioned in Art. 17 through a form sent in advance by P&L.
- 18.2 The Counterparty shall provide P&L with all information relevant to the products, specifications, and certificates in advance or upon delivery of the product at the latest.
- 18.3 The Counterparty shall immediately report if it is aware or has reason to believe that the Products delivered by the Counterparty are not compliant, not suitable for human or animal consumption and/or potentially harmful to human and animal health. This notification shall be made both by telephone at [telephone number] and by e-mail at [e-mail address].
- 18.4 The Counterparty shall cooperate with voluntary and imposed measures such as spot checks or requests for information if reasonably necessary for compliance with and monitoring the food safety of the Products supplied by the Counterparty.

Article 19 - Recall

- 19.1 If either party becomes aware of a defect in the delivered Products (including packaging), such party shall immediately notify the Counterparty, specifying (a) the type of defect, (b) the items affected, and (c) any other relevant information.
- 19.2 The Parties will take all necessary measures in consultation. The measures to be taken may include, among other things, the suspension of deliveries as well as the production of products, blocking stocks of products (whether or not at customers of P&L) and/or a recall. The Counterparty must provide all reasonable cooperation to the implementation of these measures, and to the extent the Counterparty is responsible for the cause and/or reason for them, bear the relevant costs, without prejudice to the provisions of articles 12, 13 and 15.
- 19.3 The Counterparty shall observe secrecy with respect to all information regarding measures to be taken (if any).

Article 20 - Compliance and sanction rules

- 20.1 The Counterparty accepts that pursuant to applicable regulations for the prevention of money laundering and terrorist financing, P&L will report unusual transactions to the appropriate authorities.
- 20.2 The Counterparty accepts that under applicable regulations, P&L may be obliged to identify the Counterparty and verify the identification. The Counterparty shall cooperate in full in this regard. P&L shall record and retain the required data in accordance with the applicable regulations.
- 20.3 The Counterparty accepts that the said duty to inform shall prevail over the applicable privacy rules.
- 20.4 The Counterparty warrants compliance with all applicable sanctions and limitations set forth in and arising from all relevant sanctions and export control regulations (including but not limited to those of the United States, and/or European Union and/or United Nations) in effect at the time of the conclusion of the Agreement and during its execution.
- 20.5 P&L shall be entitled to terminate the Agreement immediately if it reasonably suspects that the Products are directly or indirectly destined for any country subject to an effective sanction with regard to the relevant Products pursuant to the regulations mentioned in Art. 20.4, without having obtained an exemption or permit from a competent authority for that purpose.
- 20.6 Following termination of the Agreement pursuant to any of the aforementioned articles, any obligations of P&L under the Agreement - and/or any obligations for reversal of the performance - shall immediately lapse. The Counterparty shall indemnify P&L against any claim, penalty or other damage from third parties arising out of or with respect to such termination or breach.

Article 21 - Anti-corruption

- 21.1 The Counterparty warrants compliance with all relevant and/or applicable anti-corruption laws - including but not limited to the laws of the European Union, the United States of America, the United Kingdom and of any other country relevant to the performance of the Agreement - in all its actions related to the performance of the Agreement.
- 21.2 P&L is entitled to immediately terminate the Agreement if it reasonably suspects that the Counterparty and/or third parties engaged by the Counterparty are violating the regulations mentioned in Art. 21.1.
- 21.3 As a result of termination of the Agreement pursuant to any of the aforementioned articles, any obligations of P&L under the Agreement - and/or any obligations for the reversal of the performance - shall immediately lapse. The Counterparty shall indemnify P&L against any claim, penalty or other damage, of third parties arising from and/or related to such termination or breach.

Article 22 - Privacy

- 22.1 P&L may process, store and share the data, whether or not received during the execution of the Agreement, with anyone within P&L' organization involved in the execution of the Agreement and relationship management. P&L will not process the data on the instructions of the Counterparty, unless required in view of the services to be provided. P&L will only process the data to the extent compatible with the purpose for which the data was collected. P&L will take any necessary measures, both technical and organizational, to protect the personal data against loss, modification and unauthorized access whether or not from third parties.
- 22.2 The parties will treat personal data collected during the performance of the Agreement with due confidentiality. The parties will not share the personal data received with third parties, unless the parties have given prior consent or if this is required in order to comply with the applicable regulations to the extent this is not information that is accessible to the public or this information can in no way harm the data parties.

Article 23 - Limitation

- 23.1 All claims against P&L shall expire one (1) year from the date of the Agreement.

Article 22 - Continuing performance Agreement

- 24.1 A continuing performance agreement effective between P&L and the Counterparty may be

- terminated by P&L at any time in writing, subject to three (3) months' notice, and by the Counterparty at any time in writing, subject to six (6) months' notice.
- 24.2 The Counterparty waives the right to any damages to which it would (possibly) be entitled if P&L cancels the continuing performance agreement.
- 24.3 This provision qualifies as an autonomous contractual termination option. Termination has no retroactive effect.

Article 25 - Language

- 25.1 In the event of any discrepancies between the Dutch text of these Terms and Conditions and a translation into a foreign language, the Dutch text shall prevail.

Article 26 - Applicable law

- 26.1 All legal relationships resulting from or related to these Terms and Conditions or the Agreement(s) shall be governed exclusively by Dutch law. Applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

Article 27 - Dispute resolution

- 27.1 All disputes resulting from or related to these Terms and Conditions or the Agreement(s) between P&L and the Counterparty shall be settled exclusively by the competent court of the District Court of Oost-Brabant, the Netherlands. However, P&L is entitled to submit a dispute to the court that has jurisdiction according to the law or the applicable international treaty. Notwithstanding the foregoing provisions in this article, P&L shall at all times be free to have any disputes referred to above settled by the competent court in the country where the Products are located or - when they are in transit - will be located, or by the competent court in the country where the Counterparty has its registered office.