

GENERAL SALES TERMS AND CONDITIONS OF CONCORP B.V.

1 Offers

- 1.1 These General Sales Terms and Conditions – to the exclusion of the general purchase terms and conditions of the Customer – apply to all offers issued by Concorp and to all agreements entered into by Concorp with a Customer, regarding products to be supplied and/or additional services to be provided by Concorp (hereinafter referred to as 'the Products'). The general purchase terms and conditions of the Customer shall not apply.
- 1.2 In these General Sales Terms and Conditions, the following shall be taken to mean:
 - Concorp: Concorp B.V. and its affiliated companies that refer to these General Sales Terms and Conditions;
 - Customer: the party with whom Concorp has entered into an agreement or to whom Concorp has sent an offer. Any reference to trade terms will be considered as referring to the latest edition of the Incoterms, unless otherwise notified in writing by Concorp;
 - In writing or written: a document or letter signed by one or both parties (hard copy), a facsimile message and/or an e-mail.
- 1.3 The Dutch text of these General Sales Terms and Conditions shall prevail over any translation thereof. The specialist terms used in the foreign language are only translations and do not intend to adopt the legal dogmatic system of the law of the country of the foreign language in question.
- 1.4 Verbal offers and undertakings shall only be binding upon Concorp after and in as much as they have been confirmed in writing by Concorp. All offers from Concorp, in whatever form, shall be valid for a period of thirty (30) days and are non-binding unless otherwise stated in writing. The price list of Concorp may specify a compulsory minimum order size for certain Products.
- 1.5 An agreement between Concorp and a Customer shall only be established through written confirmation by Concorp of the order, within eight days following receipt of the order, or after Concorp has started the execution of the agreement. If only an invoice is sent, this invoice will be considered as fully and correctly reflecting the agreement and this invoice shall also be viewed as confirmation of the agreement. The provisions above also apply regarding changes and/or additions to existing agreements.
- 1.6 Concorp is at all times authorised to make changes as regards the Products to be supplied, in order to improve these Products (exclusively at the judgement of Concorp) or to comply with any government requirement.
- 1.7 In the event of any conflict or inconsistency between the remaining part of the agreement which has been confirmed in writing by the parties (or a possible separate framework agreement) and these General Sales Terms and Conditions, the former shall prevail.

2 Prices

- 2.1 Unless otherwise specified in writing, the prices of Concorp will be in euro, excluding VAT and possible other import duties and other charges and taxes.
- 2.2 Concorp reserves the right to alter prices after establishment of the agreement but before the date of delivery in the event of a substantial rise in the prices of cost price factors such as raw materials and wage costs, or in the event of government measures that cause substantial price rises, including but not limited to (I) any increase of taxes and/or import duties, (II) modifications of packaging and/or labelling requirements, (III) introduction and/or modification of registration and recycling requirements regarding the packaging of the Products, and (IV) introduction and/or modification of registration requirements regarding a specific ingredient, preparation/production method and/or labelling of the Products in the Netherlands and/or the country of the Customer. In case the cost increasing factors result from measures implemented by (inter)national authorities, including but not limited to taxes, levies and duties, Concorp will always pass these additional costs on to the Customer.
- 2.3 Without prejudice to the provisions of article 2.2, Concorp shall at all times be entitled to alter its prices, taking account of a period of notice of three (3) months, which alterations shall also apply to any framework agreement with the Customer in which agreements are laid down for multiple deliveries of Products by Concorp to this Customer over a specified longer period.

3 Payment

- 3.1 Unless otherwise confirmed in writing by Concorp, payment must take place within 21 days following invoice date by transfer of the outstanding amount to the bank account specified in the invoice. The date of payment shall be the date on which the amount is deposited into the bank account. The Customer is not authorised to demand set-off. Volume and/or payment discounts are not applicable, unless confirmed in writing otherwise by Concorp.
- 3.2 Timely payment is essential. Following expiry of the payment term, the Customer shall ipso jure/ automatically be in default, and from that date shall owe interest of one percent per month on the outstanding invoice amount. Any volume and/or payment discounts awarded will expire due to non-timely payment.
- 3.3 Concorp is at all times entitled, before undertaking (further) performance, to demand - in its opinion - sufficient security or full or partial prepayment, or to send products cash on delivery.
- 3.4 If the customer falls short in complying with one or more of its obligations, all reasonable costs for obtaining extrajudicial fulfilment shall be for the account of the Customer. Concorp is authorised to fix these costs at fifteen (15) percent of the amount payable (in case the Customer is not established in the Netherlands) or on the respective percentages defined in the Dutch Extrajudicial Collection Decree 2012 (in case the Customer is located in the Netherlands), all with a maximum of € 500 exclusive of VAT. The provision in this article 3.4 is without prejudice to all other rights accruing to Concorp on the basis of law or these General Sales Terms and Conditions.
- 3.5 Any complaints about invoices from Concorp must be sent in writing and have been received by Concorp within one week following invoice date. In default thereof, the invoice shall be considered as having been approved.

4 Delivery

- 4.1 Unless otherwise confirmed in writing by Concorp, delivery of the Products will take place ex works/ex warehouse. If it is agreed that delivery will take place at the premises of the Customer, the Customer is required to ensure adequate unloading facilities.
- 4.2 The Products shall be for the account and risk of the Customer as from the moment of delivery, even if ownership of the Products has not yet been transferred to the Customer.
- 4.3 Delivery times indicated by Concorp shall not be firm dates or mandatory time limits. Specified delivery dates shall also not be firm dates or mandatory time limits. Concorp will make significant effort to deliver the Products on the specified date or taking account of the specified delivery times. In the event of late delivery, Concorp must be held in default, whereby Concorp will be given a reasonable period of at least fourteen (14) days to still comply with its obligations. If this extended period is exceeded, the Customer shall only have the right to terminate the agreement regarding Products still not yet delivered at that moment. Concorp shall not be liable for losses as a consequence of the exceeding of the specified delivery term, except in the event of intentional acts or gross negligence by senior management of Concorp.
- 4.4 Concorp shall be entitled to extend the delivery time stated in the agreement or to extend the delivery date stated therein to a later date if and in as much as the Customer is in default of any obligation towards Concorp arising from one or more other agreements entered into with Concorp.
- 4.5 Default shall ipso jure be considered as existing on the part of the Customer if the Customer is unwilling and/or unable to purchase the Products from Concorp on the agreed point of delivery and/or delivery date. In that case, Concorp shall be entitled to invoice the Products in question. In the event of non-timely payment, Concorp shall be entitled to terminate the agreement in question and any other agreements not yet (fully) implemented. Unless otherwise agreed in writing, the Customer shall not be entitled to impose additional demands on Concorp regarding (the codes etc. on the packaging of) the Products and the way in which the Products must be offered to the carrier of the Customer.
- 4.6 Concorp has the right to set off possible debts to the Customer pursuant to any other agreement concluded with the Customer (I) with claims of an affiliated company of Concorp against the Customer, and (II) with claims of Concorp against any affiliated company of the Customer. In addition, Concorp has the right to set off its claims against the Customer with possible debts of an affiliated company of Concorp towards the Customer.

5 Inspection of the Products and Complaints

- 5.1 Upon delivery, the Customer must immediately check the delivered Products and the packaging of the Products for visible defects and shortages. These shortcomings must have been reported to Concorp, specified and in writing, within two (2) working days following delivery. In the event of refrigerated Products, this notification period is twentyfour (24) hours. The Customer must report defects not visible upon delivery to Concorp, in writing, within five (5) working days following their discovery but under all circumstances within five (5) working days after the Customer could reasonably have discovered the defects. This possibility for complaint will cease to exist if the shortcoming can be attributed to the

Customer.

- 5.2 If the complaints are reported on time and prove to be well-founded (Pick and Mix Products exclusively in sealed, original packaging) Concorp is exclusively required, at its own discretion, to replace the Products in question free of charge or to credit the purchase price, without being required to pay any further compensation.
- 5.3 The Products are suitable for consumption until the Best Before date at the latest. A complaint following expiry of the Best Before date will under no circumstances be honoured if it emerges that Concorp has complied with the national agreement on Best Before date (1/3 industry – 2/3 trade).
- 5.4 The Products about which a complaint is made must be kept by the Customer for inspection or examination by Concorp. At the first request of Concorp, the Customer will return the Products to Concorp.
- 5.5 The liability of Concorp with regard to losses as a consequence of a shortcoming or failures to fulfil its obligations pursuant to the agreement with the Customer is restricted to the obligation to replace or credit if relating to a defect in the delivered Product, and to payment of the purchase price in other cases. Concorp shall not be liable for consequential losses including but not limited to business losses, losses due to business interruption and/or loss of profit by the Customer. These restrictions will not apply if and in as much as the losses are a direct consequence of intentional acts or gross negligence by senior management of Concorp.
- 5.6 Any right to compensation, replacement of Products and/or delivery of the missing Products, on whatever grounds, and the right to terminate the agreement shall expire in the event of non-timely reporting in accordance with article 5.1 or within six (6) months following delivery. The entitlement as intended in the previous sentence shall also cease to exist if the Customer is in default towards Concorp as concerns the timely and/or full compliance with any obligation of the Customer arising from one or more other agreements entered into with Concorp.

6 Retention of title

- 6.1 Concorp reserves the ownership of the Products delivered and to be delivered to the Customer until full payment has been received for all delivered Products and any claims from Concorp due to attributable shortcomings or failures by the Customer to fulfil its obligations pursuant to any agreement with Concorp.
- 6.2 As long as the ownership of the delivered Products has not been transferred to the Customer, the Customer may not pledge the Products or grant any right as regards those Products to a third party. The Customer is permitted to sell and to deliver the Products delivered subject to reservation of ownership in the ordinary course of business. The Customer is required to ensure the delivered Products against fire and water damage and theft, and to store those Products under optimum climate conditions.
- 6.3 If the Customer fails to meet any obligation towards Concorp, or Concorp has good reason to fear that the Customer will not meet its obligations, Concorp has the right to take back the Products delivered subject to reservation of ownership for the account and risk of the Customer, whereby the Customer will give any contribution required, without prejudice to the right of Concorp to compensation of damages and other rights granted to Concorp by law.
- 6.4 Concorp does have a right of pledge or retention, against the Customer or a third party requesting delivery thereof, on all items which Concorp has or will obtain from, via or at the instruction from the Customer, on whatever grounds.

7 Intellectual property and privacy

- 7.1 By entering into an agreement, including but not limited to placing an order, the Customer accepts (I) the exclusive right of Concorp regarding trade and domain names used by Concorp, design patents, trade dress, the labels applied to the (packaging of the) Products, the word, service and/or figurative trademarks, slogans and logos, (II) the copyrights and the exclusive right as regards the know-how concerning the (combination of) ingredients, preparation/production method, the packaging and/or labelling on (illustrations and designs of) the Products, (III) the related rights of Concorp, and (IV) the rights according to the law of the state or province and/or the country where the Customer is established or where the Customer or its affiliated company is selling and/or delivering the Products which are comparable to the above rights of Concorp, whereby Concorp has the right to invoke the relevant law which provides Concorp the strongest protection (collectively: 'the IP rights').
- 7.2 The Customer is exclusively entitled to promote and to sell the Products making use of the brand names, logos and slogans employed by Concorp, and will not remove, add and/or alter (I) the Products, (II) the packaging, (III) the labelling and (IV) the codes and type indications applied by Concorp.
- 7.3 The Customer will not use, register and/or deposit any other brands, domain names, trade names and/or logos and slogans that could be associated by an end user / consumer with the IP rights of Concorp.
- 7.4 If a third party starts or threatens to start legal proceedings against Concorp on the basis of an (alleged) violation of one or more of its IP rights, and as a consequence thereof Concorp decides to halt the promotion, sale and delivery of the Product in question, on request, the Customer will discontinue the promotion, sale and delivery of the Product in question as well, immediately.
- 7.5 By entering into an agreement with Concorp, the Customer accepts the Privacy Policy as referred to in Concorp's website as well as that Concorp will process the personal data received from the Customer as defined and in compliance with the General Data Protection Regulation and the Dutch Implementation Act, to the extent necessary during the conclusion and execution of the agreement with the Customer, as well as concerning the invoicing and collection of outstanding invoices addressed to the Customer and during possible post-contractual obligations of Concorp towards the Customer.

8 Force Majeure

- 8.1 If Concorp, non-attributably, fails to meet its obligations (force majeure), Concorp shall not be liable towards the Customer, and its obligations will be suspended, in as much as its compliance is not permanently impossible. If the period in which compliance is not possible due to force majeure lasts or is expected to last more than two (2) months, both Concorp and the Customer have the right to terminate the agreement in question, without in that case any obligation to compensation arising. Force majeure affecting Concorp as intended in this article shall for example arise in the event of strike, lack of raw materials, stagnation at suppliers (also if in the case of suppliers, there is an attributable shortcoming of the supplier towards Concorp), import or trade restrictions, power failures and transport problems.

9 Termination and suspension

- 9.1 If the Customer fails to comply with one of its obligations towards Concorp, or if Concorp fears that the Customer will not comply with its obligations, and the Customer is not able at the first request of Concorp to provide sufficient security for the compliance with its obligations, if any products and/or Products of and/or at the Customer are seized, if the Customer requests a moratorium, is declared bankrupt or in some other way loses power to dispose of its assets, Concorp shall be entitled to suspend (further) implementation of all agreement(s) entered into with the Customer, or to fully or partially terminate this (these) agreement(s) without prejudice to the right of Concorp to additional or alternative compensation. Every right of suspension of the Customer in these cases is excluded.

10 Applicable law and disputes

- 10.1 The agreement between Concorp and the Customer is subject to Dutch law, without giving effect on any Dutch rules on conflict of law. The effect of the Vienna Sales Convention (United Nations Convention on Contracts of the International Sale of Goods) is expressly excluded.
- 10.2 All disputes between Concorp and the Customer will be settled by the District Court Zeeland-West-Brabant, location Breda, the Netherlands. This provision is without prejudice to Concorp's right, if and in as much as the dispute relates to unpaid invoices of Concorp or a breach of IP rights, to bring the proceedings in the court which would be competent in case this article 10.2 would not be applicable, or to bring proceedings in the competent court in the place of establishment of the Customer. In this latter case, that court will also settle any counterclaim from the Customer relating to the same dispute between the parties in the same procedure. The Customer has the right to initiate interlocutory proceedings before the competent court in the place of establishment of Concorp as well. In the latter case, Concorp has the right to file a counterclaim before the same court, in the same procedure.
- 10.3 If at the moment of the dispute between Concorp and the Customer no bilateral or multilateral treaty applies concerning the mutual recognition and execution of court decisions, Concorp has the right to submit its claim against the Customer to the Netherlands Arbitration Institute in Rotterdam (www.nai-org.nl) according to the rules then applicable at that Institute. Only one arbitrator will be appointed. The arbitration location shall be Rotterdam. The judgement of the arbitration will be passed according to the rules of law. The procedural language shall be Dutch, or at the request of the Customer, English.

These General Sales Terms and Conditions are registered at the District Court Zeeland-West-Brabant, location Breda, the Netherlands, on 01-03-2019 under no. 9/2019.