

GENERAL DELIVERY AND PAYMENT CONDITIONS

Of the private company with limited liability Matthijs B.V., with its registered office at Wattweg 3 (4631 SM) in Hoogerheide, telephone: 0164 – 61 25 10, fax: 0164 – 61 25 11, email: sales@matthijs.nl.

These General Terms and Conditions were filed with the Chamber of Commerce in Breda on 18 May 2022 under number K-20010874.

1. Definitions

In these General Terms and Conditions, the following terms have the meaning set out below, unless explicitly stated otherwise:

The supplier: Matthijs B.V.

The counterparty: the natural or legal person who receives offers or quotations from the supplier or concludes agreements with the supplier.

Offer: the supply of goods offered by the supplier at a certain price.

Order: order of the counterparty for delivery of goods by the supplier.

Agreement: the agreement between the supplier and the counterparty.

In Writing/Written: the recording of oral communications by any means permitted by law.

2. Applicability/conversion

- 2.1 These General Terms and Conditions apply to all offers, quotations and agreements between the supplier and its counterparty, to which legal relationships the supplier has declared these General Terms and Conditions applicable.
- 2.2 Any deviations from these General Terms and Conditions are only valid if agreed in writing between the supplier and the counterparty.
- 2.3 The applicability of general and/or special terms and conditions of the counterparty is expressly rejected.
- 2.4 Any provisions deviating from these General Terms and Conditions that have been agreed upon do not give the counterparty the right to apply those provisions in other legal or other relationships.
- 2.5 If, for any reason whatsoever, one or more of the provisions contained in these General Terms and Conditions are wholly or partially void or voidable, the remaining provisions of these General Terms and Conditions will remain in full force. The object and purport of the void or voidable provision will be leading in determining the remaining obligations of the parties.
- 2.6 The supplier reserves the right to amend or supplement these General Terms and Conditions from time to time. The latest version is always applicable, as it reads at the time of the conclusion of the agreement between the supplier and the counterparty.
- 2.7 These General Terms and Conditions have been drawn up in Dutch as well as in the English language. In the event of a difference or conflict between the Dutch and the English text, the Dutch text will be binding.

3. Offers/conclusion of agreements

- 3.1 All offers, quotations and other statements made by the supplier are entirely without obligation, unless expressly stated otherwise in writing by the supplier.
- 3.2 The offer/quotation made by the supplier to the counterparty is valid for 3 months after the quotation date. The offer lapses automatically after the 3-month period ends.
- 3.3 If the counterparty places an order, the agreement will not be concluded until after the supplier has accepted it in writing, or sends an electronic order confirmation, or clearly commences performance of the order.
- 3.4 Samples, models, descriptions, illustrations and publications are deemed to provide an indication of the quality of the goods to be delivered. Any deviations do not give the counterparty the right to refuse take receipt of or pay for the goods, unless the deviation is so significant that the counterparty cannot reasonably be expected to accept it. The supplier

is deemed to have performed soundly and properly if deviations in quantity do not exceed 20% in production runs up to and including 5,000 kg and do not exceed 15% in production runs of more than 5,000 kg.

- 3.5 The supplier cannot be bound by its offers if the counterparty should have understood, in all reasonableness and fairness and according to common social views, that the offer, or a part thereof, contains an apparent mistake or clerical error.
- 3.6 Changes to the agreement must be agreed in writing, whereby the written confirmation from the supplier is decisive for the content and scope of the changes and the consequences for the price.

4. Prices

- 4.1 The supplier will invoice on the basis of the rates applicable at the time the order is placed, as determined by the supplier.
- 4.2 Unless explicitly confirmed otherwise by the supplier, all prices stated are always exclusive of turnover tax (VAT).
- 4.3 Changes in purchase prices, wage and material costs, social insurance contributions and government charges, freight costs, customs tariffs, insurance premiums and other costs relating to the agreed performance give the supplier the right to change the price, on the understanding that the counterparty has the right to cancel the contract if a price increase exceeds 10% of the original order amount.

5. Delivery

- 5.1 Delivery takes place ex works, unless explicitly agreed otherwise. If the counterparty wishes for a different method of delivery, any additional costs will be borne by the counterparty.
- 5.2 The counterparty is obliged to take receipt of the purchased goods at the moment of delivery, or at the moment they are delivered to it. The counterparty must also arrange for sufficient loading and unloading facilities and ensure that the waiting time for delivery is as short as possible. If the counterparty refuses to take delivery or is negligent in the provision of information or instructions necessary for delivery, the counterparty will owe all additional costs to the supplier.
- 5.3 Dispatch and transport from the supplier to the counterparty takes place at the expense of the counterparty. The risk of the goods delivered passes to the counterparty at the moment of delivery.

6. Delivery time

- 6.1 The delivery times agreed between the supplier and the counterparty will be specified by the supplier as accurately as possible. The delivery time will be observed by the supplier as much as possible.
- 6.2 The agreed delivery time is an indication and shall never be regarded as a deadline, unless expressly agreed otherwise. In the event delivery is not made in time, the counterparty must give the supplier written notice of default and grant it a reasonable term to fulfil its obligations as yet.
- 6.3 If the supplier requires information from the counterparty for the performance of the agreement, the delivery time will commence after the counterparty has provided this information to the supplier.
- 6.4 If the delivery time is exceeded, the counterparty is not entitled to any compensation in this regard.

7. Partial deliveries

- 7.1 The supplier has the right to deliver goods as partial deliveries. This does not apply if a partial delivery has no independent value. If the delivery of goods takes place in parts, the supplier will have the right to invoice each partial delivery separately.

8. Packaging

- 8.1 The packaging not intended for single use remains the property of the supplier. The counterparty is obliged to return the material to the supplier at the expense of the counterparty.
- 8.2 The supplier has the right to set a term for the return of the packaging within which this must take place.
- 8.3 The supplier is obliged to take back the packaging provided for use to the counterparty at the price at which it was charged to the counterparty, unless the counterparty is informed of a change to the price at least three months before the date on which this change enters into effect. This provision does not apply if the counterparty exceeds the period referred to in 8.2.

9. Payment

- 9.1 All payments must be made no later than the due date of the invoice in a manner to be indicated by the supplier. The value date on which the supplier receives the payment from the counterparty applies as the date of payment.
- 9.2 Payment should be made effectively in the agreed currency and without set-off, discount and/or suspension, unless otherwise agreed in writing between the supplier and the counterparty.
- 9.3 All payments made by the counterparty shall always primarily serve to settle any interest and costs due and subsequently to settle the due and payable invoices, starting with the oldest invoice.
- 9.4 In the event payment is made late, the counterparty will be in default by operation of law and will owe the supplier interest in accordance with Article 6:119a of the Dutch Civil Code per month or part thereof, calculated from the day on which the invoice should have been paid.
- 9.5 Objections to the amount of the invoices do not suspend the payment obligation.
- 9.6 In case of late payment, the counterparty will owe the extrajudicial collection costs incurred, which costs will amount to 15% of the principal sum, subject to a minimum of € 250.
- 9.7 If the counterparty fails to pay in time, all payment obligations become immediately due and payable, regardless of whether the supplier has already invoiced in this respect.
- 9.8 Without prejudice to the previous paragraph, the supplier's claim shall be immediately due and payable in the event of:
 - liquidation;
 - bankruptcy of the counterparty;
 - the statutory debt rescheduling being declared applicable to the counterparty.

10. Retention of title

- 10.1 All goods delivered by the supplier to the counterparty remain the exclusive property of the supplier, until the counterparty has fulfilled all its obligations towards the supplier with regard to relevant, previous and following similar deliveries, with regard to additional work performed or to be performed by the supplier, as well as with regard to (future) claims of the supplier against the counterparty on account of (future) failures of the counterparty to comply with its obligations towards the supplier.
- 10.2 The counterparty is not entitled to encumber the goods in any way whatsoever with a limited right of security or enjoyment, or otherwise to withdraw them from the control of the supplier, until ownership has been transferred.
- 10.3 The counterparty is obliged to keep the goods which have been delivered under retention of title with the necessary care and as identifiable property of the supplier until ownership has passed to it.
- 10.4 The counterparty is obliged to insure the goods, at its own expense, for the duration of the retention of ownership, against fire, explosion and water damage, further damage or destruction for whatever reason, as well as against theft and to make the policies of these insurances available for inspection by the supplier on demand.

- 10.5 If the counterparty fails to fulfil its payment obligations towards the supplier, or if the supplier has good reason to fear that it will fail to fulfil these obligations, the supplier will have the right to take back immediately the goods delivered under retention of title. After taking back the goods, the counterparty will be credited for the invoice value, less any costs incurred in taking back the goods and any damage suffered by the supplier as a result of taking back the goods.
- 10.6 If the supplier claims goods delivered under this provision as its property, the counterparty will indicate the place where the goods are located to the supplier and will at all times give the supplier free access to its sites and/or buildings to inspect the goods and/or to exercise the rights of the supplier.

11. Set-off and security

- 11.1 The supplier is at all times entitled to set off all claims it has against the counterparty, whether or not due and payable, against a counterclaim, whether or not due and payable, of the counterparty on the supplier.
- 11.2 At the supplier's first request, the counterparty will be obliged to immediately provide sufficient security in the form desired by the supplier and, where necessary, to supplement it for the fulfilment of all its obligations. As long as the counterparty has not complied with this, the supplier will have the right to suspend its obligations.
- 11.3 If the counterparty fails to comply with a request as referred to in the previous paragraph within 14 days of a demand to that effect, all obligations of the counterparty will become immediately due and payable.

12. Liability

- 12.1 Except in the case of intent or gross negligence on the part of the board of directors or managers of the supplier, the supplier's liability, as referred to in these General Terms and Conditions, as well as any other liability ensuing from other facts or circumstances, shall never exceed compensation of the invoice value or the amount paid to the supplier by its insurer or, failing that, the invoice amount of the delivery in question or the average of the invoice amounts if there are several deliveries in a specific period.
- 12.2 The supplier is never liable for consequential losses and direct and indirect trading losses, such as but not limited to that resulting from stagnation losses, losses due to loss of profit, losses due to delays, or any other trading losses for any reason whatsoever or of any nature whatsoever.
- 12.3 Damage resulting from intentional and/or grossly negligent and/or culpable actions by the counterparty, or from inexpert or improper use by the counterparty shall at all times be at the expense of the counterparty.
- 12.4 The counterparty indemnifies the supplier against all claims by third parties for compensation of damage caused in whole or in part by or in connection with the goods delivered by the supplier.
- 12.5 The counterparty is obliged to report in writing any event causing damage to the supplier within a period of 14 days of the event, or if this is not reasonably possible, within 7 days of the discovery of the damage, failing which any right to compensation lapses.
- 12.6 Any claim for payment of a stipulated penalty or to compensation of damage shall lapse upon the expiry of one year after the event as a result of which the penalty became payable or the damage was caused, unless collection at law has commenced within the aforementioned period.

13. Defects, complaint periods, returns

- 13.1 The counterparty must examine the goods delivered upon delivery. The counterparty must check whether the goods delivered comply with the agreement, namely:
- that the right goods were delivered;
 - that the goods delivered correspond in quantity and number with what the parties have agreed;

- that the goods delivered meet the requirements that may be set for normal use and/or commercial purposes.
- 13.2 Any defects identified, both visible and invisible, must be reported to the supplier by the counterparty in writing, supported by reasons, within 8 days of delivery.
- 13.3 Complaints about invoices must be reported in writing by the counterparty to the supplier within 8 days of the invoice date.
- 13.4 If the counterparty does not report defects or complaints within the periods specified, its complaint will not be handled and its rights will lapse. The counterparty's right to compensation or replacement of goods delivered shall lapse if the goods about which complaints are made have been processed, treated or stored incorrectly, or if the shelf life of the goods concerned has expired at the time when a complaint is made.
- 13.5 Claims and defences, based on facts that would justify the assertion that the goods delivered do not comply with the agreement, shall lapse one year after delivery and, in the case of perishable goods, three months after delivery.
- 13.6 Returns may only be made after written permission from the supplier. Return shipments made without the supplier's permission will be held by the supplier at the counterparty's expense and risk.

14. Warranty

- 14.1 A warranty in respect of the goods delivered is only applicable if this has been agreed in writing, or insofar as this is provided for in law. No warranty is provided in respect of perishable goods. The supplier shall produce with due observance of the Dutch legal requirements.
- 14.2 The supplier guarantees food safety for a period of 18 months. Parameters such as colour, flavour, taste and structure may decrease or change over time, depending on the duration and the conditions under which and in which the goods delivered are stored. The counterparty shall bear full responsibility in this regard.
- 14.3 Warranty claims expire if the goods were not used in accordance with the (supplier's) instructions, if the goods delivered are used for other than normal purposes, or if the goods delivered are handled, stored and/or used improperly.

15. Intellectual property/copyrights

- 15.1 The goods delivered by the supplier do not infringe any intellectual property rights or copyrights. However, if it is established, judicially or otherwise, that any item delivered by the supplier infringes the intellectual property rights or copyrights of a third party, the supplier will, at its discretion and after consultation with the counterparty, replace the item in question with an item which does not infringe the aforementioned rights, or acquire a right of use for it, or take back the item in question against repayment of the purchase price less the usual depreciation.
- 15.2 The counterparty has no right to the replacement of the item which infringes any intellectual property right or copyright of a third party, if it has not informed the supplier of this in writing within 30 days of becoming aware of this fact.
- 15.3 All recipes, all moulds and all operating assets required for the production of goods delivered remain the property of the supplier and the supplier has the exclusive copyright to the recipes that form the basis of the goods delivered and the brands and trade names used by the supplier. The counterparty will ensure to the best of its ability that these rights are not infringed by its employees or third parties and will immediately report any infringements to the supplier. The method of production, insofar as it is not patentable, is subject to the copyright of the supplier. The counterparty recognises the supplier's exclusive right to the production methods and processes used and will enforce this exclusive right of the supplier against third parties to the best of its ability and report any infringements to the supplier without delay.

16. Suspension and dissolution of the agreement

- 16.1 If the counterparty does not fulfil, does not fulfil in an appropriate manner or does not fulfil in time any obligation arising for it from any agreement or these General Terms and Conditions, the counterparty will be in default without notice of default being required and the supplier will have the right to:
- suspend performance of that agreement and any agreements directly related to it until sufficient security for payment has been provided;
 - and/or dissolve the agreement and any agreements directly related to it in whole or in part;
- without the supplier being obliged to pay any compensation and without prejudice to the supplier's further rights.
- 16.2 In case of (provisional) suspension of payment or bankruptcy of the counterparty, the counterparty being placed under guardianship, or if the statutory debt restructuring is declared applicable to the counterparty, all agreements between the supplier and the counterparty will be cancelled by operation of law, unless the supplier informs the counterparty within a reasonable period of time that it demands performance of (part of) the relevant agreement(s), in which case the supplier will have the right to suspend performance of the relevant agreement(s) without any notice of default, until sufficient security for payment has been provided, without prejudice to the supplier's other rights.
- 16.3 Furthermore, the supplier is authorised to suspend fulfilment of its obligations or to dissolve the agreement if, after the conclusion of the agreement, circumstances come to the supplier's knowledge that give it good reason to fear that the counterparty will not fulfil its obligations.

17. Force majeure

- 17.1 In the event of force majeure, the supplier will have the right to dissolve the agreement or to suspend its obligation to deliver for as long as the force majeure lasts, without being obliged to pay any compensation.
- 17.2 Force majeure of the supplier includes but is not limited to any circumstance beyond the control of the supplier, as a result of which the fulfilment of its obligations towards the counterparty is fully or partially and temporarily or permanently impeded, or as a result of which the fulfilment of its obligations cannot reasonably be required from the supplier, regardless of whether that circumstance could be anticipated at the time of the conclusion of the agreement. These circumstances include among other things: strikes, lockouts, fires, machinery breakdowns, stagnation or failure of the supplier's suppliers to meet their obligations, transport problems involving the supplier's own transport or that of third parties, measures taken by any government agency, quarantine and/or epidemics, as well as the absence of any government permit, work interruptions, loss of the parts to be processed, import or trade bans, currency crises and acts of war.
- 17.3 Insofar as the supplier has already partially fulfilled its obligations arising from the agreement at the time the situation of force majeure occurs or will be able to fulfil them and insofar as independent value can be attributed to the fulfilled or still to be fulfilled part, the supplier will have the right to invoice the fulfilled or still to be fulfilled part separately. The counterparty is obliged to pay this invoice as if it were a separate agreement.

18. Product recalls

- 18.1 The counterparty is obliged to cooperate in product recalls if, in the opinion of the supplier, it is necessary to recall the goods it has delivered from consumers.

19. Disclaimer

- 19.1 The counterparty grants the supplier its approval to store the data provided by the counterparty in a data file.
- 19.2 The supplier's website and all texts, documents, images and sound contained therein, all in the broadest sense, are protected by copyright. Any further distribution, publication or

transmission thereof requires the written consent of the supplier. The supplier excludes liability for any damage (direct, indirect and consequential) arising from the use of its website and the content thereof.

20. Expiry of rights

20.1 The counterparty's right to institute legal proceedings against the supplier lapses 12 months after the counterparty has protested against in this regard.

21. Applicable law/competent court

- 21.1 All legal relationships between the supplier and the counterparty are governed by Dutch law. The applicability of the Vienna Sales Convention and comparable treaties is expressly excluded.
- 21.2 All disputes that may arise during the performance or in connection with the agreement entered into between the counterparty and the supplier will be submitted to the competent court in the district where the supplier has its registered office. Only the supplier may choose to submit the dispute to the competent court of the place where the counterparty has its place of business or its registered office.