



**GENERAL PURCHASING TERMS AND CONDITIONS - HAASNOOT FOOD FAMILY**

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## GENERAL PURCHASING TERMS AND CONDITIONS - HAASNOOT FOOD FAMILY

### I. GENERAL

#### Article 1 - Definitions

In these terms and conditions, the terms and expressions used below are defined as follows:

Agreement	the written, and where applicable verbal, arrangements established between the Customer and the Supplier.
Customer	Haasnoot Food Family, as well as the associated companies that refer to or make use of these General Purchase Terms and Conditions, including Haasnoot Holding B.V., Neptunus Seafood B.V., D. Parlevliet Transport Holding B.V., Haasnoot Vis B.V., 1Bite Foods and 1Bite Foods Almelo B.V..
Order	the verbal or written order of Products from the Supplier;
Parties	Customer and Supplier.
Products	Products that the Supplier provides to the Customer.
Services	activities which form part of the Agreement.
Supplier	the Customer's contracting party.

#### Article 2 – Applicability

- 2.1 These General Purchase Terms and Conditions apply, with the exclusion of the (general) terms and conditions of the Supplier, to all requests, offers, orders and Agreements relating to the supply of Products and/or Services by the Supplier to the Customer.
- 2.2 Deviations from the provisions of these General Purchase Terms and Conditions can only be made in writing.
- 2.3 The Supplier agrees to the applicability of these terms and conditions to subsequent Agreements between the Supplier and the Customer and companies affiliated to them.

#### Article 3 - Formation of the Agreement

- 3.1 An Agreement is concluded if the Customer has placed an Order with the Supplier and the Supplier has accepted it in writing, if the Customer has accepted an offer from the Supplier in writing, or if the Supplier is deemed to have accepted an Order in accordance with Article 3.2.
- 3.2 A Customer Order shall be deemed to have been accepted by the Supplier if the Supplier does not inform the Customer in writing within 3 working days that it does not accept the Order in question.
- 3.3 The Customer is entitled to dissolve or cancel an Agreement or Order free of charge up to three working days after the Supplier has accepted the Order in writing or up to three working days after the Customer has become aware that the Supplier is executing the Agreement.
- 3.4 Requests for prices and quotations by the Customer are entirely without obligation. Cost budgets drawn up by the Supplier prior to the conclusion of the Agreement cannot be charged, including if no Agreement has been concluded.
- 3.5 The samples provided by the Supplier shall in all cases be free of charge, both prior to and possibly after the conclusion of an Agreement.



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### Article 4 - Prices

- 4.1 The price stated in the Agreement is exclusive of VAT and shall be deemed to be the fixed price for delivery carriage paid to the Customer's warehouse, unless otherwise agreed upon, including all costs, such as transport costs, insurance, packaging, exchange rate risk, import duties, etc.
- 4.2 Price increases, both general and specific, whether or not as a result of additional work or additional deliveries, can only be passed on to the Customer if these have been explicitly accepted in writing by the Customer beforehand.
- 4.3 The Supplier shall at all times offer the Customer its best prices. These prices shall never be higher than the prices applied by the Supplier in relation to one or more of its other customers. The lowest prices shall apply to the Customer up to the moment at which the Supplier has charged one or more other customers lower prices (than in the relationship with the Customer), in such case with retroactive effect.

### Article 5 - Delivery

- 5.1 The Supplier delivers the Products and/or Services "Delivered Duty Paid" (DDP), as defined in the latest edition of the INCO-terms. Unless otherwise agreed in writing, delivery shall be carriage paid to the Customer's warehouses accompanied by the corresponding consignment note. Delivery, including unloading, shall occur at the place designated by the Customer. The Supplier shall follow the regulations and instructions applicable at the known place of delivery and shall ensure correct and timely delivery. Article 4.1 shall apply when doing so. The delivery shall take place without suspension or set-off.
- 5.2 The delivery time and/or delivery dates that form part of the Agreement are strict deadlines. If exceeded, the Supplier shall be in default without notice of default being required. If no delivery time or date is stated, the delivery of the Products or Services must take place no later than thirty days after the conclusion of the Agreement (as referred to in Article 3).
- 5.3 The Supplier must immediately notify the Customer in writing, stating the reason, of the likelihood of delivery times being exceeded and/or deliveries being incomplete. This is without prejudice to any consequences of this exceedance under the Agreement or statutory provisions.
- 5.4 Deliveries earlier than agreed may be refused by the Customer without any claim to compensation by the Supplier.
- 5.5 In the event that the Customer is not reasonably able to purchase the Products, the Supplier shall store the Products at its expense and risk, for a maximum period of sixty days to be agreed upon (Article 5.9 shall also apply in such a case).
- 5.6 Partial delivery and delivery of more or less than the agreed quantities, as well as delivery before the expiry of the agreed delivery time, is only permitted if prior written consent has been obtained from the Customer. Earlier delivery and/or execution does not lead to alterations in the agreed time of payment. The risk in respect of goods delivered in excess and stored at the Customer's premises shall remain with the Supplier until agreement has been reached on what is to be done with them. All costs associated with the storage of more than the agreed quantities shall be borne by the Supplier, unless otherwise agreed in writing.
- 5.7 The Supplier shall be obliged to pack the Products adequately (also with a view to transport, unloading and storage) and to provide said Products with the data, documents and instructions required by the Customer, whilst following any instructions given. The delivery is deemed not to be complete as long as these documents are missing. The Supplier is liable for damage caused by faulty packaging.

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- 5.8 The Supplier is obliged to take back all used packaging that is not part of a so-called “pool system” at its own expense and risk. Any packaging left behind may be returned by the Customer at the Supplier's expense.
- 5.9 The Supplier shall ensure that the goods are always stored and transported under conditions that ensure that the quality remains guaranteed and that at least comply with all applicable laws and regulations. In the case of temperature-sensitive goods, the Supplier shall ensure that the temperature does not rise above and/or fall below what is desirable and/or necessary in order to maintain the correct quality and shall regularly monitor and record the temperature.
- 5.10 The Supplier guarantees correct and complete delivery at the agreed delivery address.
- 5.11 The delivery shall only be deemed completed if Products and/or Services have been delivered in their entirety and in accordance with the Agreement to the place designated by the Customer. At that point, the risk is transferred.
- 5.12 The Customer shall under no circumstances be liable for any damage suffered by the Supplier on the grounds of the Customer's failure to accept delivery of the Products or not in a timely fashion.
- 5.13 Unless expressly agreed otherwise in writing, quantities included in framework agreements shall be deemed to be quantities which the Supplier keeps available for the Customer on demand. The obligation to take delivery and payment only arises at the time of placing the Order, as a result of which the Products are called.
- 5.14 Applicable certificates must be entered by the Supplier at its own expense and risk in a timely manner in accordance with the Customer's instructions.
- 5.15 The Products and/or Services to be delivered shall be at the Supplier's expense and risk until completion of the delivery.
- 5.16 At the Customer's request, the Supplier shall adjust or replace its computer hardware and/or software so that it is compatible with the Customer's computer systems, as such the implementation of the automatic ordering system (for example EDI), the receipt of automatic packing slips and Customer invoices, can be made possible. The Supplier will comply with all GS1 standards regarding the content of EDI messaging. The Customer shall take the Supplier's interests into account in this respect. If the Supplier does not comply with a request by the Customer to enable the automatic order system (such as the EDI) of the Customer, the receipt of automatic packing slips and Customer invoices, the Supplier forfeits €70 (seventy euros) to the Customer due to costs per manual invoice received.

### Article 6 – Alterations

- 6.1 The Supplier shall not make any alterations to the specifications stated by the Customer without the Customer's written consent or written request.
- 6.2 The Customer has the right to reduce the scope of the Agreement and/or alter the specifications. If the Supplier suffers any damage as a result of this, the Supplier must report this immediately. After approval, the Customer shall reimburse these or, at its discretion, may withdraw the reduction or alteration.

### Article 7 - Inspection - Notices - Information

- 7.1 The Customer shall at all times have the right to inspect and reject the Products and/or Services delivered or to be delivered by the Supplier. Notwithstanding the option for the Customer to claim possible damages from the Supplier, the Customer may return the Products that do not meet the specifications drawn up by the Customer, whereby replacement of these Products or 100% reimbursement of the Products is required, including return freight costs, storage and removal costs and any other costs. Approval does not release the Supplier from its obligations, including with regard to hidden defects.

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- The Supplier shall also cooperate with the inspection prior to delivery of the Products, among other things by allowing the Customer to take samples. The Customer is not obliged to carry out such inspections.
- 7.2 If a sample, or a part of a lot, deviates from what the Customer may expect, this shall be considered a shortcoming with regard to the entire lot and the Customer shall have the rights as described in Articles 16 and 17 with regard to either that lot or the entire Agreement.
- 7.3 The Supplier must monitor and test any packaging materials supplied by the Customer and other items supplied for processing or processing as soon as possible after receipt and report any defects/irregularities to the Customer no later than three working days before processing or use.
- 7.4 At the Customer's request, the Supplier shall, within 24 hours, make the following information available in a manner and form requested by the Customer:
- information about the production process of a certain product;
  - a product specification and method of preparation of a particular product;
  - a risk analysis for a given product and information on undesirable effects on the health of users when using a given product;
  - names and email addresses of the most important employees of Supplier;
  - information about the Supplier's suppliers of a certain product;
  - any other information requested by the Customer.
- 7.5 In the event of an emergency, the Supplier shall provide the information requested by the Customer in accordance with the applicable protocols - though within 4 hours at the latest.

### Article 8 – Guarantee

- 8.1 The Supplier guarantees that the Products, including the packaging and - if applicable - Services:
- comply with the specifications that form part of the Agreement and - if applicable - comply with samples, illustrations and/or descriptions provided by the Supplier;
  - are suitable for the intended purpose;
  - comply with all legal requirements applicable at the time of delivery for the country for which the Products (or Services) are intended;
  - are provided with a correct expiry date (best-before date or use-by date), however, unprocessed Products do not have to be provided with a best-before date unless otherwise indicated;
  - are provided with all legally required information and (if applicable) are supplied with proper instructions for use;
  - have been manufactured in accordance with the latest scientific knowledge concerning health, hygiene, environment and safety;
  - have been manufactured with raw materials whose origin is traceable;
  - have been manufactured in compliance with proper hygiene and in accordance with a proper HACCP system;
  - are free of foreign objects or items, contaminants and/or harmful substances.
- 8.1 The Supplier shall indemnify the Customer against any claims by third parties on the grounds of defects in Products (or Services) and shall indemnify the Customer against all damage to be suffered by it as a result of possible defects.

### Article 9 - Payment

- 9.1 The Supplier is obliged to provide the Customer with a specified and clear invoice. The invoice must be submitted digitally via [invoice@haasnootfoodfamily.com](mailto:invoice@haasnootfoodfamily.com). This invoice must in any case state the relevant Agreement, the Order number and the item number.

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In addition, the quantities delivered and the unit price are to be indicated. Deviations from this give the Customer the right to suspend payment.

- 9.2 Payment of the invoice will take place within thirty days after delivery and receipt of the invoice (whichever date occurs later).
- 9.3 The time of the order for payment by the Customer is decisive for the term of payment.
- 9.4 Payment by the Customer does not in any way imply an acceptance or a waiver of rights.
- 9.5 In the case of disputed invoices, the payment term does not apply. In that case, the Customer undertakes to inform the Supplier of the amount of the disputed claim within one week.
- 9.6 If the Customer is in default of payment of any amount due to the Supplier, the Customer will owe interest equal to the one-month Euribor interest rate with a surcharge of 0.5%.
- 9.7

### Article 10 – Property

- 10.1 In the event that the Customer makes materials, such as recipes, tools, drawings, specifications or software, available to the Supplier, these shall remain the Customer's property. The Supplier shall keep these separate from the goods belonging to itself or to third parties. The Supplier shall mark these as the Customer's property. The Supplier may only use the above-mentioned materials for the performance of the Agreement concluded with the Customer.
- 10.2 At the moment that the Customer's materials, as described in the previous article, have been incorporated into the Supplier's goods, it shall be considered a new item, the ownership of which belongs to the Customer.
- 10.3 The ownership of the Products and/or Services is transferred to the Customer at the time of delivery, unless an earlier date of transfer of ownership ensues from Article 10.5.
- 10.4 The Supplier guarantees that the Products and Services to be delivered are free of encumbrances and restrictions.
- 10.5 If the Customer already pays for the goods prior to delivery, ownership is transferred at that time. If the goods are in control of the Supplier, the Supplier will keep these goods for the Customer. If these items are located under a third party, this third party will keep the items for the Customer from that moment on.

### Article 11 - Intellectual Property

- 11.1 The Supplier guarantees that the use (including the sale) of Products and/or Services does not infringe any intellectual property right. The Supplier indemnifies the Customer against claims from third parties in this regard.
- 11.2 All intellectual property rights, such as with regard to specifications, recipes, working methods, designs, drawings, models, slogans, texts, descriptions, artistic performances, artwork, both original and adaptations thereof, dates, including all alterations thereto and other publicity material, trade and/or brand names, etc. provided by the Customer to the Supplier or in connection with the performance of the Agreement, shall remain the full property of the Customer. The Customer shall also be regarded as the creator and designer, regardless of whether costs have been charged for this by the Supplier.
- 11.3 The Supplier is entitled to use the information provided by the Customer, but exclusively in connection with and during the term of the Agreement and subject to withdrawal by the Customer. This information is and therefore remains the property of the Customer.

### Article 12 – Confidentiality

- 12.1 Except where legally obliged to do so, the Supplier is obliged to keep all information originating from the Customer, including prices and turnover figures, and information that came to its knowledge or developed within the framework of the performance of the



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Agreement confidential and not to disclose any of this information without the written consent of the Customer. The Supplier is forbidden to use the information referred to for its own use and/or for the benefit of third parties, insofar as this information was not already publicly known or had become known, other than as a result of the Supplier's actions.

- 12.2 The Supplier is obliged to keep everything that becomes known about the Customer in the context of a request for an offer, an Order and/or the performance of the Agreement confidential and to stipulate the same for staff members and third parties it uses in the context of making an offer, assessing an Order and for performing an Agreement. The provisions of this Article apply in particular - but not only - to data and information relating to Products, facilities and processes developed by Supplier in cooperation with or on behalf of the Customer.
- 12.3 The Supplier shall not use the Customer's name, trademarks and trade names and its intellectual property rights in advertisements, other publications or for other purposes without prior written consent.
- 12.4 The obligations under this Article shall remain in force after the termination of the Agreement.

### Article 13 – Insurance

The Supplier shall take out adequate insurance to cover any liability that may arise under the Agreement. This insurance must be taken out with a respected company, under terms and conditions that do not deviate negatively from the usual terms and conditions and up to an amount of €2,500,000.00 per incident. Upon first request, the Supplier shall provide the policy and proof of premium payment to the Customer for inspection or send a copy. The Supplier shall assign claims against its insurer relating to a possible liability vis-à-vis the Customer to the Customer.

### Article 14 – Transfer

Subject to the Customer's prior written approval, the Supplier shall not be permitted to have the Products produced, packaged or processed by third parties and/or to have the Services performed by third parties. Written approval by the Customer does not release the Supplier from any obligation and/or liability arising from the acceptance of the Agreement and/or Order.

### Article 15 - Prohibition of Assignment – Settlement

- 15.1 The Customer shall at all times be entitled to set off all it owes the Supplier against all that which the Supplier or the companies affiliated to the Supplier owes or is/are owed, whether due and payable or not, to the Customer or to companies belonging to the Customer's group or affiliated to the Customer.
- 15.2 The Supplier shall not assign or pledge its claims against the Customer.



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### Article 16 - Failure - Liability - Supplier Insurance

- 16.1 The Supplier shall be liable for all damages which may arise for the Customer, its personnel, its customers or other third parties and which is the result of a shortcoming on the part of the Supplier in the fulfilment of its obligations.
- 16.2 The Supplier is responsible (and liable) for its personnel and for third parties engaged by the Supplier with regard to the fulfilment of its obligations towards the Customer.
- 16.3 The damage for which the Supplier is liable includes both direct damage (such as property damage) and indirect or consequential damage (such as loss of turnover). This damage shall also include the costs incurred and to be incurred by the Customer (out of court), to be set at a minimum of 15% of the purchase price, related to the activities in order to claim or effect compliance.
- 16.4 The Supplier shall fully indemnify the Customer against all adverse consequences in connection with claims from third parties.

### Article 17 - Suspension - Dissolution – Compensation

- 17.1 The Customer has the authority to suspend its obligations under the Agreement or to dissolve the Agreement in whole or in part and, in addition, to claim damages if necessary:
- the Supplier does not fulfil any obligation to the Customer, or does not do so in a timely or proper manner;
  - in the event of (an application for) suspension of payments or bankruptcy of the Supplier, or if the Natural Persons Debt Rescheduling Act has been declared applicable to the Supplier;
  - all or part of the Supplier's goods intended or necessary for the performance of the Agreement are levied;
  - the Customer's enterprise is shut down or liquidated;
  - the Customer may assume on reasonable grounds that the Supplier will default.
- In that case the Customer will only be obliged to pay the Supplier the pro-rata price for the goods or Services already delivered, only to the extent that the goods and/or Services delivered actually serve the Customer and/or the Customer wishes to retain the goods delivered, all this without prejudice to the Customer's right to compensation for damages.
- 17.2 A late delivery by the Supplier shall be deemed a default, without a summons being required.
- 17.3 For every default, the Supplier shall forfeit a contractual penalty in the amount of half a percent (0.5%) of the total contract value of the performance of the relevant Agreement for each week (or part thereof) that the Supplier fails to deliver or fails to deliver in full. This is subject to a maximum penalty of five percent (5%) of the total contract value of the performance of the relevant Agreement.
- 17.4 The aforementioned contractual penalties (see Article 17.3 and 17.4) do not affect the Customer's right to compensation (which may include loss of margin) and other rights belonging to the Customer (including performance). In addition, the Customer reserves the right to reduce the distribution of the Supplier's Products and/or Services in question or to stop distribution altogether, without that having consequences for agreements made regarding promotion, cooperation and/or promotional discount budgets. If the Customer initially claims fulfilment and later dissolves the agreement, the applicable penalty shall be due until the moment of such dissolution.
- 17.5 The Supplier shall in any case be in default if:
- it is certain that compliance without a shortcoming will be impossible;
  - the Customer inferred from the Supplier's notification that it would default;





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- the Customer has good reason to fear that the Supplier will default and the Supplier does not declare in writing that it will comply correctly;
- the Supplier is in arrears with regard to the schedules provided by the Supplier, as a result of which there is a reasonable chance that the Supplier will not deliver, deliver completely or deliver in a timely manner.

17.6 Force majeure on the part of the Supplier shall in any case not apply in the event of lack of personnel, strikes, illness among personnel, late deliveries by suppliers, unexpected price increases, rejected raw materials/ingredients required in the production process or breach of contract by third parties contracted by the Supplier.

#### Article 18 – Publicity

In the event of complaints from purchasers of the Customer's goods which lead to any publicity, the Supplier now grants Customer an irrevocable and unconditional power of attorney to take appropriate measures, also in its name and at its expense, to prevent or limit this publicity. The Customer is authorised to transfer this power of attorney to the purchaser.

#### Article 19 - Disputes and Applicable Law

- 19.1 Disputes between the Parties will be resolved insofar possible by means of proper consultation.
- 19.2 If the Parties fail to reach a solution, the disputes that exist between the Parties shall be settled exclusively by the competent court in The Hague. The Customer has the right to deviate from this choice of jurisdiction.
- 19.3 All Agreements shall be governed by Dutch law. The applicability of the Convention of International Sale of Goods (CISG) is excluded.

#### Article 20 - Conversion

If and insofar as on the grounds of reasonableness and fairness or the unreasonably onerous nature of any provision in these General Purchase Terms and Conditions cannot be invoked, then that provision will be accorded the greatest possible corresponding significance in terms of content and purport, so that it can be invoked.

#### Article 21

The Dutch text of these General Purchase Terms and Conditions shall prevail over translations thereof.