

GENERAL TERMS AND CONDITIONS OF DELIVERY OF BLUE WORLD SEAFOOD B.V.

1. Definitions

In these General terms and conditions ('Conditions') the following terms have the meanings indicated:

- (a) Supplier: Blue World Seafood B.V., with its registered office in Nuenen, Gerwen en Nederwetten, the Netherlands and with its principal place of business at Spelgt 14 in (5674CD) Nuenen, the Netherlands, registered at the Dutch Chamber of Commerce under number 17260158.
- (b) Agreement: each and every agreement between Supplier and the Customer, concerning the delivery of a Performance to the Customer, as well as any change therein or amendment thereto, as well as any (legal) acts in preparation or execution of such agreement.
- (c) Customer: any person of legal entity that places an order with Supplier, with which Supplier has concluded an Agreement or with which Supplier is in the process of discussing or negotiating the possible conclusion of an Agreement or to which Supplier has made an offer.
- (d) Performance: any Products delivered and/or to be delivered, Services performed and/or to be performed, or a combination thereof, however described, by Supplier to the Customer.
- (e) Products: any products delivered and/or to be delivered by Supplier to the Customer, as well as all services performed and/or to be performed, or a combination thereof, however described, by Supplier to the Customer.
- (f) Services: any services performed and/or to be performed by Supplier to the Customer, however described.

2. Scope of application

- 2.1. These Conditions apply to and form an integral part of every offer, quotation, proposal, order confirmation of Supplier and any Agreement between Supplier and the Customer governing the legal relationship concerning the delivery of a Performance by Supplier to the Customer, unless Supplier and the Customer have explicitly agreed in writing otherwise.
- 2.2. Customer accepts the applicability of the Conditions through the sole fact of enquiring and/or ordering.
- 2.3. The applicability of purchase conditions or other (general) conditions of the Customer are explicitly excluded and rejected, unless these are accepted in writing by Supplier in respect of any specific transaction.
- 2.4. Supplier may subcontract any (part of the) Performance under the Agreement to any third party. Supplier remains responsible to the Customer for the execution of the Agreement, including for the Performance performed by third parties in the same way as Supplier would be under these Conditions and the Agreement as if Supplier would have performed the Performance itself, unless the Customer has prescribed the (use of the) third party.
- 2.5. If goods are purchased from Blue World Seafood b.v. the customer automatically agrees that not all suppliers of Blue World Seafood b.v. are certified against a GFSI standard.

3. Offers, effectuation of Agreements and specifications of the Performance

- 3.1. All offers or quotations issued or made by Supplier are without any obligation for Supplier, unless stated otherwise in writing.
- 3.2. Supplier is not bound by any offer or quotation if the Customer can reasonably understand that the offer or quotation, or a part thereof, contains a mistake or a clerical error.
- 3.3. Any offer or quotation, even if it is irrevocable, may be withdrawn by Supplier, if the withdrawal reaches Customer before or at the same time as the acceptance of the offer.
- 3.4. An Agreement, as well as modifications and additions thereto, is concluded at the moment when accepted or confirmed in writing by Supplier or after Supplier started to perform the Agreement.
- 3.5. If the reply to an offer by the Customer differs or contains additions, limitations or other modifications from the offer of Supplier (whether or not the difference/addition/limitation/modification pertains to points of minor significance), Supplier shall not be bound by the difference, additions, limitations or other modifications, unless Supplier states explicitly otherwise in writing.
- 3.6. If Supplier provides an offer or quotation for a Performance consisting of out a certain amount or range of Products and/or Services, the quotation shall only apply if the Customer accepts the offer in full and takes delivery of the full range and number of Products and/or Services. If the Customer only wants a part and/or not the complete number or range of offered Products and/or Services, the price per Product and/or Service shall be higher than a corresponding proportion of the quoted price, unless Supplier stated explicitly otherwise in writing in its offer or quotation.
- 3.7. All offers and quotations issued or made by Supplier shall relate exclusively to the quantities of Products and/or Services specified in the offer and/or quotation and shall not automatically apply to repeat orders.
- 3.8. Documentation materials in or accompanying any offer or, quotation in any form, are, unless stipulated otherwise in writing, for information purposes only and shall not be binding to Supplier. Documentation, samples, drawings or models shown or provided are only indications of the Performance concerned, and Customer cannot derive any rights therefrom. Supplier does not guarantee the absence of any deviations. Supplier makes a reservation with regard to in the branch usual margins.

- 3.9. If Customer provides or must provide any data, information or specifications for the execution of the Agreement, Customer will be fully responsible for these data, information or specifications, and the timely supply thereof. Supplier accepts no liability with regard to such data, information or specifications.
- 3.10. Offers and quotations of Supplier, and or any agreed deviations or additions thereto, do not automatically apply to future orders. The Customer cannot derive any rights from any offers, quotations and/or any agreed deviations or additions thereto, for other and/or future transactions.

4. Terms of delivery

- 4.1. The delivery times/dates specified by Supplier or agreed upon by the parties, are in all cases estimated times/dates and shall never be considered as final or a deadline and shall in all cases be merely indicative. The Customer must take this into account when making agreements with its own customers. The mere fact that a delivery time/date/, final or otherwise, specified by Supplier or agreed between the parties has been exceeded, shall not mean that Supplier is in default. For exceeding any delivery time/date by Supplier, Customer shall not be entitled to any damages, nor will Customer be entitled to suspend, rescind or terminate the Agreement.
- 4.2. In case of late delivery or late completion of the Agreement, Supplier shall only be in default upon notification of default in writing, providing Supplier with the opportunity to perform within a reasonable period, and Supplier remains in default of its obligations after the previously mentioned period. The notice of default of the Customer must contain - as comprehensive and detailed as possible - a description of the breach, in order to ensure that Supplier has the opportunity to respond adequately.
- 4.3. The delivery time commences on the date the Agreement is effectuated. If Supplier requires data or auxiliaries for the execution of the Agreement that have to be provided by the Customer, the delivery time shall not commence until the Customer has provided to Supplier all the required data or auxiliaries, if this is later than the date of effectuation of the Agreement.
- 4.4. At all times, Supplier shall be entitled to deliver the Performance in installments. In the event of a delivery in installments, Supplier shall be entitled to invoice each partial delivery separately.
- 4.5. Delivery of the Products shall be Ex Works (EXW) warehouse Supplier in the Netherlands, in accordance with the most recent Incoterms of the International Chamber of Commerce in force at the time when the Agreement is concluded, unless Supplier and Customer agreed otherwise in writing. Unless parties explicitly agreed otherwise in writing, all Products shall be transported for the account and risk of the Customer, even if Supplier has arranged the transport and/or where the dispatch is made carriage paid.
- 4.6. Delivery shall be deemed to have taken place at the time when the Products are made available by Supplier to Customer.
- 4.7. If the Customer fails to collect the Products in full or in time or fails to provide information or instructions necessary for the delivery, (i) the Customer shall be in default without any notice of default being required and the Customer shall be obliged to compensate Supplier for all ensuing damages, and (ii) in addition to all its other rights, Supplier is entitled to store the Products at the expense and risk of the Customer or to sell them to a third party. The Customer will nevertheless be due the purchase price plus interest and costs by way of damages, increased by all additional costs incurred by Supplier, including but not limited to storage and handling costs.
- 4.8. Supplier shall provide all Services on the basis of a commercially reasonable efforts obligation, unless parties have agreed explicitly otherwise in writing and in so far as Supplier has explicitly undertaken in the written Agreement to achieve a specific result and the result in question is sufficiently determined.

5. Quantities, weight, deviations

- 5.1. Quantities and weight ordered by the Customer will be automatically adjusted by Supplier by minimum quantities/weight/packaging units applied by Supplier subject to permissible deviations. A 10% deviation from the ordered quantities and/or weight is allowed and will never be able to provide grounds for any complaints or claims.
- 5.2. Loss of weight due to defrosting shall never be a ground for any complaint or claims.
- 5.3. The quantities or weights delivered are stated by Supplier on a delivery document. If the Customer has not objected within 24 hours of receipt, the quantity or weight stated on the delivery document will be deemed to be an accurate representation of the Products delivered.

6. Prices

- 6.1. All prices for the Performance are in Euros, net cash, without reduction and are exclusive of VAT and any other taxes, duties, levies, costs and charges owed at the time of delivery, unless stated otherwise by Supplier in writing. Except where explicitly agreed otherwise in writing, the prices of the Performance are based on delivery Ex Works, warehouse Supplier in the Netherlands, in accordance with the most recent Incoterms in force at the time when the Agreement is concluded, and shall not include the costs of transport, insurance, (durable) reusable packaging etc.
- 6.2. If an Agreement is entered into and no definite price has been agreed upon, the Agreement will be executed at the prices of Supplier for the Performance which are valid at the time of the conclusion of the Agreement.

- 6.3. If Supplier has delivered any Performance that falls outside of the content or scope of the agreed Performance, at the request or with the consent of the Customer, such Performance shall be paid for by the Customer in accordance with the agreed rates. If no rates have been agreed, Supplier's standard rates shall apply.
- 6.4. Any changes in factors affecting the price for the Performance or Supplier's additional costs, including, but not limited to purchase prices, fuel rates, labor costs, exchange rates, insurance rates, freight rates, import and export duties and other levies due upon import or export, and other levies or taxes after the conclusion of the Agreement will be recharged by Supplier to Customer, even if parties agreed upon a fixed price, and regardless of whether or not the cost price increase was foreseeable at the time of the conclusion of the Agreement.
- 6.5. Customer shall indemnify Supplier against all damage, loss and/or cost that may ensue for Supplier from the fact that Customer is not properly registered for VAT or similar tax purposes and/or that Customer has issued incorrect data or has not on time issued data to Supplier.

7. Payment

- 7.1. Customer shall pay all invoices of Supplier and the amounts due to Supplier in the invoiced currency within 30 days of the invoice date without deduction, suspension, set-off or discount to the bank account designated by Supplier on the invoice, unless the parties agreed otherwise in writing. Supplier is entitled to send invoices periodically.
- 7.2. The payment term referred to in Article 7.1 or the otherwise agreed-upon dates/term of payment by the Customer is/are final. If the Customer fails to pay the amounts due or to pay the amounts due in a timely manner the Customer is, without a notice of default being required, in default by operation of law. As from the due date, the Customers shall be obligated – in addition to the costs mentioned in Article 7.3 of these Conditions - to pay the statutory commercial interest applicable in the Netherlands at that time (Article 6:119a Dutch Civil Code) on the outstanding amount until the date on which the principal sum is paid in full, without any further notice of default being required.
- 7.3. All actual extrajudicial costs and judicial costs, internal as well as external, incurred by Supplier, in obtaining an out of court settlement, in collecting its claim, protecting its rights, and/or in the event that Supplier involved in any way in a dispute with or a procedure against the Customer, regardless of whether that will be as claimant or defendant, shall be borne by the Customer, even when these costs exceed the liquidated amount. The Customer will be obligated to pay to Supplier a minimum of at least 15% of the principal sum plus VAT, without a demand or notice of default being required, as compensation for the extra judicial costs incurred when obtaining an out-of-court settlement, collecting its claim or protecting its right. The Customer shall also owe statutory (commercial) interest on the extrajudicial and judicial costs, from the date of default to the date on which the extrajudicial and judicial costs are paid in full.
- 7.4. Payments made by Customer will, notwithstanding the description or instruction of the Customer, first be applied to the costs, then the interest that is due and finally towards the principal sum – more specific with the invoices in the order of their age, also if not yet matured - and the accrued interest.
- 7.5. In case of late payment any adverse exchange rate difference shall be for the account of Customer. Reference dates are the due date of the invoice and the date of payment.
- 7.6. Objections to the amount of an invoice shall not suspend the obligation of the Customer to pay the invoiced amount.
- 7.7. Supplier shall at all times be entitled to require the Customer to give proper security for the performance of all its obligations under the Agreement in a manner as will be deemed sufficient by Supplier or to demand at any moment that the Customer pays the purchase price for the Performance in advance. Failing immediate provision of such security or advance payment, Supplier will be entitled to suspend further execution of the Agreement until such time as the Customer will have provided the required security or payment in advance.

8. Retention of title

- 8.1. Notwithstanding the actual delivery, all Products delivered by Supplier shall remain the property of Supplier until such time, and the title to the Products will pass to Customer only, after the Customer has fully paid any amounts in connection with Products delivered or to be delivered due to Supplier, including the contract sum, any surcharges, interest, taxes and expenses that may be due in accordance with the Agreement or these Conditions as well as any activities that may have been performed or are to be performed by virtue of such Agreement. The subject to retention of title delivered Products will be for the account and risk of Customer.
- 8.2. As long as the title to the Products has not passed to Customer, Customer shall not be entitled to lease, rent out or sell and deliver the Products to third parties or have third parties use them, to pledge them or otherwise encumber them in any way or position them out of control. However, the Customer that acts as a reseller shall be entitled to sell, resell, rent out and/or lease the Products that are subject to Supplier's retention of title in so far as this is customary within the context of the normal course of the Customer's business.

- 8.3. The Customer should do all that may reasonably be expected of the Customer to protect Supplier's rights. Customer shall preserve the Products delivered to it subject to retention of title carefully and as Supplier's recognizable and identifiable property.
- 8.4. The Customer undertakes to insure the supplied Products covered by retention of title, to keep them insured against normal business risks, including but not limited against fire, damage caused by explosion and water and against theft, and shall provide Supplier with a copy of the insurance policy immediately upon first request. Supplier is entitled to the money from any payment from the insurance. Insofar as necessary, the Customer undertakes in advance to cooperate with Supplier in all that is or might prove necessary or desirable in that context. Upon Supplier's first request to that effect, the Customer shall assign any and all rights towards the insurers involved to Supplier.
- 8.5. If and as long as Supplier is the owner of the Products, Customer shall notify Supplier without delay in the event that any part of the Products should be lost or damaged, or in the event that the Products should be seized and/or other claims are laid on (any part of) the Products. Furthermore, Customer shall inform Supplier upon its first request where the Products in respect of which Supplier has retained its title, are located.
- 8.6. Supplier shall at all times be entitled to reclaim the Products delivered to Customer subject to retention of title in case Customer has not fulfilled its obligations or Supplier expects that Customer will not fulfil its obligations. Customer hereby unconditionally and irrevocably gives its permission and shall lend every co-operation to Supplier or to a third party designated by it, to enter all locations and places where Supplier's property will be located and to remove said property if and when Supplier wishes to exercise its rights of ownership. The costs of and relating to such reclaim will be for the account of Customer.

9. Complaints

- 9.1. The Customer is required to inspect, or to have inspected, the Products as soon as the Products are placed at the Customer's disposal and/or the Services as soon as they are performed. More specific, the Customer must examine whether the delivered Performance complies with the Agreement, including the quality and/or quantity of the delivered Performance.
- 9.2. The Customer must notify Supplier immediately in writing of any complaints concerning (any alleged defects in) the Performance. Any notification of a shortcoming/defect/complaint of the Customer should contain a description of the concerning Performance, the purchase order, the delivery date, a copy of the regarding invoice and the nature of the shortcoming/defect/complaint, all as detailed as possible so that Supplier can respond adequately (hereinafter the 'Notification'). The Customer is obligated to allow Supplier the opportunity to examine the complaint or to have the complaint examined.
- 9.3. In case of visible deficiencies in the Performance and/or failing quantities of the Performance, Customer must submit the Notification as mentioned in Article 9.2 of these Conditions, to Supplier in writing as soon as possible but,
 - a. for daily fresh and chilled product and (deep-)frozen products and/or related services, within 8 hours after delivery of the Performance. In case of daily fresh and chilled product and (deep-)frozen products and related services, the complaint should also be made know by telephone to the Supplier;
 - b. for all other Products and Services, within 24 hours after delivery of the Performance;and record these deficiencies and/or shortfalls on the relevant transport document in case it concerns a Product. For all other defects or complaints with regard to the Performance, the Customer must submit a Notification to Supplier in writing immediately, or in any case within the time limit of 24 hours after the date on which the complaints, shortcomings and/or defects became known or might reasonably have been expected to become known to the Customer.
- 9.4. Customer must notify Supplier in writing of any complaints relating to the level of the invoiced amount within seven (7) calendar days after receipt of the invoice, giving a description of the complaints.
- 9.5. Any failure by Customer to report a complaint or defect within the time specified in Articles 9.3 and 9.4 above and/or in accordance with Articles 9.3 and 9.4 above, shall result in the loss of any claims of the Customer whatsoever in this respect.
- 9.6. Complaints of any nature whatsoever will not postpone Customer's obligations to pay and can only be brought to Supplier's notice in writing within the periods laid down in this Article 9.
- 9.7. If the complaint relates to a part of the Products delivered, this shall not constitute grounds for rejection of the entire batch.
- 9.8. The Products must be made available to Supplier for examination upon first request, freight pre-paid by the Customer. The Customer shall not be entitled to return any Products without the prior written consent of Supplier. The costs of any returns shall be for the Customer and the Products will remain at the risk of the Customer. The mere fact that Supplier examines any complaint does not imply that it acknowledges any liability or the complaint.
- 9.9. In the event that Supplier deems a complaint justified, it shall at its sole discretion deliver a replacement, similar but not necessary identical, Performance or parts thereof) (after which the replaced Performance or parts thereof shall become the property of Supplier) or give a price reduction or send a credit invoice.

- 9.10. If it is established that a complaint cannot be substantiated by the Customer or if the complaint is unjustified, the costs arising from the complaint and related thereto, including the costs for examination on the part of Supplier, shall be fully borne by the Customer, including administration costs, shipping costs and call-out charges.
- 9.11. Notwithstanding statutory time limits, in any event, all claims of the Customer will become time barred unless legal proceedings have been instituted by the Customer before the competent court or arbitration body within twelve (12) months after the date of delivery/Performance, or the date that delivery/Performance should have been made.
- 9.12. Deviations in colour, quality, shape, weight and the like common in the trade in Products delivered by Supplier and damage to Products delivered by Supplier which have occurred because the Customer has acted contrary to the applicable treatment, transport or storage instructions shall not be eligible for any complaint.

10. Warranty

- 10.1. Unless it has been agreed otherwise, Supplier guarantees towards Customer, subject to the conditions set below and set in Article 9 of these Conditions, that the Products are of the quantity on the delivery date and will preserve its quality until the best-before date, or in the absence thereof the expiration date, as mentioned on the packaging of the Products, provided that the Products have been stored, transported and handled properly taking into account the nature of the Product and in accordance with the instructions and all (applicable) (EU-)legislation. Supplier makes no guarantee or warranty express or implied with respect to the Products sold and/or the Services provided hereunder, including any warranties of merchantability or warranties for fitness or suitability for the purpose for which the Customer or the customers of the Customer wish to use, process or have used the Products, or the export to a certain country and/or any particular purpose.
- 10.2. Supplier's warranty does not cover and Supplier shall have no (warranty) obligations whatsoever towards the Customer, in/with regards to the following events or if the defects or damages are, partly or entirely, caused by or the result from: (i) normal wear and tear, (ii) minor deficiencies or deviations, which fall within the levels of tolerance as accepted in good commercial practice, (iii) incorrect, improper, negligence, injudicious or incompetent use, storage, handling or transportation etc. of the Products by the Customer or a third party, any government regulation with regard to the Products or the manufacture etc. thereof or the Services, or (v) the Customer has not fulfilled its obligations towards the Supplier (financially or otherwise).
- 10.3. Supplier's warranty obligations with respect to the Products and/or Services are strictly limited to the terms of warranty as set forth in this article 10. Customer explicitly relinquishes all its (other) rights and claims it may have under the applicable law. In the event that a warranty claim is justified, Supplier shall at its sole discretion deliver a replacement, similar but not necessarily identical, Performance or parts thereof) (after which the replaced Performance or parts thereof shall become the property of Supplier) or give a price reduction or send a credit invoice.
- 10.4. The warranty referred to in this article applies to Products intended for use within the European Union. If used outside European Union, the Customer must amongst others personally verify that the Products are in compliance with the applicable legislation there etc.
- 10.5. If Supplier delivers Products to Customer which Supplier has obtained from its supplier(s), Supplier shall never be bound by any warranty or liability towards Customer that extends beyond the warranty or liability that Supplier can claim of its supplier(s), unless parties explicitly agreed otherwise in the writing.
- 10.6. Customer warrants that the Products with a best-before-date or other expiration date are no longer processed or sold after the expiry of such best-before-date or other expiration date. The Customer expressly indemnifies the Supplier in this respect against all claims from third parties on account of damage resulting from the consumption or use of Products delivered by Supplier, if these have been treated or processed by the Customer best-before-date or after the expiry date, or consumed or sold.

11. (Durable) reusable packaging

- 11.1. The Supplier shall invoice the Customer for (durable) reusable packaging, such as crates, pallets, road containers etcetera
- 11.2. Unless the Customer and Supplier have explicitly agreed in writing that the Customer shall purchase the (durable) reusable packaging and the Customer has paid the agreed upon purchase price for the (durable) reusable packaging to the Supplier, the (durable) reusable packaging shall remain Supplier's property, even if costs or a deposit is being charged for it, and never become the property of the Customer and must be returned to Supplier by the Customer for Customers' risk and expense, within thirty (30) days after having been made available, unless the Supplier and Customer have agreed explicitly otherwise in writing. The risk of damage or loss of this (durable) reusable packaging shall be borne by the Customer until he has returned the (durable) reusable packaging to Supplier in accordance with this Article 11.
- 11.3. If agreed in writing between the Supplier and Customer in advance, during the delivery of new Product on/in reusable packaging, such as pallets or crates, Supplier shall take back the agreed upon pallets/crates and the amount thereof that are mentioned on its delivery document, for example on the CMR, that are of the same or better quality than the pallets/crates provided by Supplier and that are in

accordance with this Article 11. If no equal or better quality pallets/crates are returned by the Customer and/or pallets/crates that are not in accordance with this Article 11, Supplier shall bill the pallets/crates to the Customer, without prejudice to its other rights.

- 11.4. The Customer shall be obliged to return to Supplier the (durable) reusable packaging, undamaged and in a clean condition in accordance with the applicable hygienic regulations and prescriptions.
- 11.5. If Supplier has charged a separate amount for the (durable) reusable packaging, the packaging that complies with the aforementioned Article will be taken back at the amount charged by Supplier (deposit). The account will be credited after the (durable) reusable packaging has been returned to Supplier's warehouse. In the event of slight damage and return of dirty packaging, or packaging that is not free of waste or residual material et cetera, Supplier reserves the right to credit less than the charged deposit. No amount will be credited in case of severe damage.
- 11.6. If Supplier is obliged by its Customer or by the authorities to take back (sub-) packaging etcetera, upon delivery of Products, the costs associated with this, including any costs of destruction (on site or elsewhere), shall be for the account of the Customer.

12. General Food Law Regulation, Regulation on Claims, Food Information to Consumer Regulation

- 12.1. With respect to Products delivered by Supplier to the Customer shall be obliged to comply strictly with all the obligations for the Customer ensuing from Regulation (EC) No 178/2002 of the European Parliament and the Council of 28 January 2002 (General Food Law) and regulations based thereon and also to all obligations ensuing for the Customer from Regulation (EC) No 1924/2006 of the European Parliament and the Council of 20 December 2006 (Nutrition and Health Claims Regulation) and the Regulation (EC) No 1169/2011 of the European Parliament and the Council of 25 October 2011 (Food Information to Consumer Regulation). The Customer shall indemnify Supplier against all claims of third parties, including government agencies, the costs (including reasonable legal fees) of defense against such claims, and any obligations Supplier has to third parties if and in so far as the Customer does not strictly observe any obligation arising out of or based upon the abovementioned regulations.

13. Intellectual property and confidentiality

- 13.1. All (intellectual property) rights, whether existing as of the date of the Agreement or in the future, relating to the Performance, including, without limitation, all names, trademarks, copyrights, patents, trade secrets, know-how, technology, data, designs, specifications, materials, processes, computer software and (related) documentation and source code and other (intellectual property) rights, are and shall remain the exclusive property of Supplier (or its licensees). Nothing in the Agreement or these Conditions, or the sale of delivery of any Performance, shall be deemed to transfer or grant to Customer a license or other right to use Supplier's intellectual property, except as expressly provided in the written Agreement.
- 13.2. Supplier expressly disclaims any intellectual property warranties; and Customer expressly assumes all risks of infringement by reason of its use or sale of the Performance, singularly or in combination with other materials, or in any processing, other operation etc. Supplier is not liable for damage as a consequence of infringement on patents, licenses, or other third-party rights.
- 13.3. Customer undertakes not to infringe or to attack Supplier's (intellectual property) rights in any way, directly or indirectly, by use or otherwise and acknowledges that Supplier is the beneficiary with regard to these rights.
- 13.4. It is not permitted to the Customer to (let) modify or (let) remove any indication in or on Products delivered to him with regard to rights, warnings, information or indications of brands or (brand) names of Supplier or third parties.
- 13.5. Customer shall ensure that all information received from Supplier that is known or should reasonably be known to be of a confidential nature is kept secret and Customer will not disclose any of such information to any third purpose. The Customer shall only use such confidential information for the purpose for which it has been provided to it by Supplier. Information shall in any event be regarded as confidential if it is designated as such by Supplier.

14. Liability and indemnity

- 14.1. The total liability on the part of Supplier, for an attributable failure to comply with any of its obligations under any Agreement and/or these Conditions, explicitly including any failure to comply with a warranty obligation agreed with the Customer, based on a tort, or due to any other reason or on any other ground, shall in all circumstances be limited to the direct damages and loss not exceeding the sum of the invoice exclusive of VAT of the Performance concerned. Customer explicitly waives all other claims it may have against Supplier. Without prejudice to the foregoing, the total liability of Supplier for direct damages or loss, for any reason whatsoever, shall, however, under no circumstance exceed the amount which Supplier receives from its insurer under its commercial liability insurance in relation to the damage for which Customer has held Supplier liable.
- 14.2. In no circumstances will Supplier be liable to Customer for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, damages or loss as a result of claims from Customer's customers, loss of customers,

loss of goodwill etc., howsoever caused, regardless of the basis of liability, and regardless of whether it was advised in advance of the possibility of such damages arising in any way from the Agreement or otherwise.

- 14.3. The restrictions and exclusions referred to in Articles 14.1 and 14.2 shall no longer apply if and in so far as the damage in question is solely caused by an intentional act or gross negligence on the part of the management of Supplier.
- 14.4. Except where compliance by Supplier is permanently impossible, Supplier shall only be liable, if Supplier receives notice of default in writing from Customer immediately, in which a reasonable period is allowed to remedy the failure, and Supplier remains in default of its obligations after the aforesaid period. The notice of default of the Customer must contain - as comprehensive and detailed as possible – a description of the breach, in order to ensure that Supplier has the opportunity to respond adequately.
- 14.5. Customer's right to any damage compensation is always conditional to the notification thereof to Supplier in writing immediately upon occurrence. Any claim for damages against Supplier is extinguished automatically by the mere passage of twelve months after the inception of the claim.
- 14.6. The provisions of this Article 14 and all other restrictions and exclusions of liability referred to in these Conditions and/or the Agreement are third party clauses which also apply in favor of all (legal) persons, including third parties, that Supplier engages to execute (a part of) the Agreement and all employees and the directors of Supplier. The previous mentioned (legal) persons can therefor rely on the provisions of this Article 14 as well as all other restrictions and exclusions of liability referred to in these Conditions and/or in the Agreement.
- 14.7. Customer shall indemnify Supplier against any claims and (impending) claims by third parties against Supplier, the costs (including reasonable legal fees) of defense against such claims, and any obligations Supplier has to third parties if such claims, costs and obligations are based on, arise from or in connection with any act or omission or any use of the Performance by Customer or any third party engaged or employed by Customer and/or any failure to properly perform the terms of the Agreement and/or these Conditions.
- 14.8. The Customer is bound to support Supplier without delay both out of court and in court and to do all that may be expected of the Customer and requested by Supplier, in connection with the handling of any claim of a third party. If the Customer fails to take adequate measures, Supplier, without any notice of default being required, is entitled to take those measures itself. The risk and expense of all costs and damage arising on the part of Supplier and third parties in this regard shall be borne by the Customer.
- 14.9. The exclusions and limitations of the liability of Supplier as described in this Article 14, are without prejudice to any other exclusions and limitations of liability of Supplier under these Conditions and/or the Agreement.
- 14.10. Insofar as the Products Supplier has or will deliver have an expiration date or use-by date, Supplier shall not be liable for consumption or use of these products after the expiry or use-by date. The Customer guarantees towards the Supplier that Products, on which an expiry date or a use-by date is indicated, will not be used, processed and/or sold by the Supplier after the expiry of that date. The Customer expressly indemnifies Supplier against third-party claims arising from damage caused by consuming or using the Products (to be) delivered by Supplier if these have been processed, used or sold by the Customer after the expiration date or use-by date.
- 14.11. During (internal) transport and storage of the Products, the Customer must act in accordance with the applicable laws and regulations, including the hygiene rules, the HACCP standards, and storage instructions, failing which all Customer's rights will be lost and no liability whatsoever can be accepted by the Customer for (damage resulting from) defects in the Products.

15. Force majeure

- 15.1. Force majeure means, in addition to the circumstances intended in the law and case law, all external causes, whether they could have been foreseen or not, over which Supplier has no control, but due to which Supplier is not capable or makes it unreasonably burdensome for Supplier to fulfill its obligations or any part thereof, temporarily or permanently, including but not limited to COVID-19, epidemics, strikes at Supplier or at third parties, electricity failure, faults affecting the internet, computer network or telecommunication facilities, lack of raw materials, whether circumstances, earthquakes, fire, loss or theft of tools, the circumstance where suppliers and/or sub-contractors of Supplier fail to comply with their obligations at all or on time or properly, import or commercial restrictions, (suspicion of) (animal) diseases, trade restrictions imposed or advised by any authority, legal restrictions, government measures, general transport problems etc.
- 15.2. Supplier shall not be liable to the Customer for any failure to perform its obligations, for as far as that failure is caused or relates to Force Majeure. In case of Force Majeure, the delivery and other obligations of Supplier are suspended for the duration of the Force Majeure event. If this period lasts more than (3) three months, Supplier is entitled to terminate the Agreement without obligation to compensate the Customer for any damages.
- 15.3. Insofar as Supplier has already partially fulfilled its obligations arising from the Agreement, or shall be able to fulfil its obligations in part, at the time the Force Majeure event originates, Supplier shall be entitled to

invoice for the fulfilled part or as the case may be, the part that will be fulfilled and the Customer shall be obliged to pay this invoice as if it were a separate Agreement.

16. Termination of the Agreement

- 16.1. Without prejudice to all other statutory and contractual rights of Supplier to rescind or terminate the Agreement, Supplier is entitled (i) to immediately rescind or terminate the Agreement, as well as all related agreements, by letter, without any judicial intervention being required and with immediate effect, without incurring any liability to pay damages, and/or (ii) to suspend its obligations to the Customer, if: a. the Customer is granted a suspension of payments, provisionally or otherwise, or if the Customer applies for a suspension of payments; b. the Customer is wound up or terminated for reasons other than reconstruction or the merger of companies; c. if there is a change in the individual or board that has decisive control over the Customer's company; d. the Customer becomes bankrupt or is liquidated, or an equivalent of the previous concepts occurs (pursuant to a foreign law system); e. a composition of creditors is offered by the Customer; f. a full or partial attachment order has been imposed on the Customer's assets; g. the Customer fails to comply with an obligation arising from the Agreement and/or these Conditions, or does not fulfil it on time or not properly.
- Supplier shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of a termination or suspension by Supplier, save where the claim for damages is based on an attributable breach of contract or a tort of Supplier. A rescission or termination or suspension of any obligations as referred to under points a-g of this paragraph shall not prejudice, limit or restrict any and all other potential rights that Supplier may have pursuant to the foregoing, including Supplier's right to claim damages.
- 16.2. If any Agreement is terminated, any claim of Supplier against the Customer becomes immediately due and payable.
- 16.3. The Customer shall only be authorized to terminate the Agreement if Supplier fails to comply with a fundamental obligation under such Agreement and Supplier, after receipt of a written notice of default per registered letter, providing as many details as possible and setting a reasonable term in which the breach can be remedied, still attributably failed to meet its fundamental obligations arising from the Agreement.

17. Miscellaneous

- 17.1. Supplier shall have the right to transfer any of its rights and obligations under any Agreement with Customer to any third party. Customer shall not be entitled to transfer its rights and/or obligations under an Agreement to any third party without Supplier's prior written consent.
- 17.2. Supplier shall be entitled to alter these Conditions or make any additions thereto unilaterally. Supplier shall notify the Customer thereof in writing. Customer accepts such modifications and additions in advance. Unless the Customer informs Supplier in writing, that it does not accept the changes and/or additions within fourteen (14) calendar days after the date of the notification of Supplier, the Customer shall have accepted such modifications and additions.
- 17.3. If, at any time, one or more provisions in these Conditions and/or the Agreement are fully or partially void or voidable, the remaining provisions of these Conditions and/or the Agreement will remain in full force and effect. In such an event, Supplier and the Customer will consult each other in order to agree on new provisions which are not void and voidable to replace the void or voidable provisions and which new provisions as closely as possible corresponds with the void and voidable provision, whereby the intent and meaning of the original provisions shall be taken into consideration as far as possible.

18. Choice of law and forum

- 18.1. All offers or quotations issued by Supplier, these Conditions, any Agreements and any agreements following therefrom or related thereto shall be exclusively governed by Dutch law.
- 18.2. If the Customer is domiciled in a Member State of the European Union, any and all disputes that may arise between Supplier and the Customer, ensuing from or relating to any offer or quotation of Supplier, the Conditions, and/or any Agreement and/or any agreements following therefrom or related thereto, shall be exclusively submitted to the competent court in s'-Hertogenbosch, the Netherlands. Nonetheless, Supplier also has the right to submit the dispute that may arise between Supplier and the Customer, ensuing from or relating to any offer or quotation of Supplier, the Conditions, and/or any Agreement, to a court of the Member State where the Customer is domiciled.
- 18.3. If the Customer is not domiciled in a Member State of the European Union, any and all disputes that may arise between Supplier and the Customer, ensuing from or relating to any offer or quotation of Supplier, the Conditions, and/or any Agreement and/or any agreements following therefrom or relating thereto, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ('ICC') in accordance with the following: (i) the arbitral tribunal shall be composed of three (3) arbitrators; (ii) the place of arbitration shall be the Netherlands; (iii) the arbitral procedure shall be conducted in the English language and (iv) the arbitral tribunal shall decide in accordance with the rules of law.