

General Terms and Conditions of Sale – Profood Netherlands B.V.

Article 1

Applicability of the General Terms and Conditions of Sale

1.1

The following General Terms and Conditions of Sale ('Conditions') apply to every offer, quotation and contract between Profood Netherlands B.V. ('Profood') and a buyer to which Profood has declared these Conditions applicable.

1.2

In ongoing business relationships, these Conditions also apply to all future transactions, unless a written agreement in a particular case expressly states otherwise.

1.3

Deviations from these Conditions must be expressly agreed in written or electronic form. Neither delivering without reservation, accepting payment nor remaining silent with regard to the buyer's general terms and conditions may be interpreted as Profood's acceptance of such terms and conditions. The buyer's general terms and conditions are expressly rejected.

1.4

Profood will be entitled to have certain activities performed by third parties. The present Conditions will also apply to all contracts with Profood for the performance of which Profood must engage third parties.

1.5

The full or partial invalidity or possible invalidity of one or more of the provisions in these Conditions will not affect the validity of the remaining provisions. In such case, Profood and the buyer will enter into negotiations in order to replace the voided or invalid provision with a valid provision that accords with the objective and scope of the original provision.

1.6

Any uncertainty regarding the interpretation or one of more of the provisions of these Conditions will be resolved in the spirit of these provisions.

1.7

If a situation arises between the parties for which no provision is made in these Conditions, then the situation must be assessed in accordance with the spirit of these Conditions.

1.8

The fact that Profood may not always demand strict compliance with these Conditions cannot be interpreted to mean that these Conditions are inapplicable or that Profood in any way whatsoever waives its right to demand strict compliance with these Conditions in other instances.

1.9

References to the legal validity of statutory provisions are made only for clarification purposes. The statutory provisions are therefore applicable even without such clarification except to the extent that these Conditions do not directly change or expressly exclude them.

Article 2

Establishment of and Amendments to Quotations

2.1

All offers from Profood shall be free of obligation and shall be considered as an invitation to enter into negotiations concerning the conclusion of a contract. An offer shall remain valid during the period specified in the quotation or verbal offer. After expiration of the time limit, no rights shall be derived from such an offer. A contract shall only enter into force after Profood has confirmed the order placed with Profood in writing to the buyer via email, otherwise at the moment that Profood commences execution of the contract.

Until that time Profood has the right to revoke an offer, and to reject a placed order or assignment without providing reasons. In such a case Profood is not liable for any damage incurred by the buyer.

2.2

Amendments to a concluded contract shall only be valid if they have been confirmed in written or electronic form by Profood. This applies for substantive amendments, concerning the product to be delivered, and matters involving price changes.

2.3

A model or sample made available by Profood is used only to give the buyer an impression of the product to be delivered, and such a model or sample therefore is simply considered as an example and it explicitly does not apply as a delivery sample. Also images and descriptions in catalogues, brochures or other promotional materials, together with descriptive data, etc., are merely indicative and do not bind Profood. Apparent errors or defects in quotations together with minor deviations of the delivered product relative to the offerings shown, do not bind Profood nor do they give the buyer any claim of termination and/or damages.

2.4

Profood's quotations and offers are free of obligation with regard to price, quantity, delivery terms and delivery options, unless the quotation states a term for acceptance. A quotation or offer expires if the product to which the quotation or offer relates has become unavailable since the quotation or offer was made. Offers or quotations shall not apply for future orders.

2.5

Profood cannot be held to its quotations or offers if the buyer could reasonably be expected to understand that the quotations or offers or parts thereof contain an apparent mistake or typographical error.

2.6

Profood shall confirm an order placed by the buyer within a reasonable period of time. If the buyer cancels all or part of an order, the buyer shall be liable for the goods ordered or prepared prior to that time and any delivery and transport costs associated with those goods, as well as for the working hours reserved for performing the contract.

Article 3

Price, Payment, Default in Payment, Buyer's Rights

3.1

Unless expressly agreed otherwise in writing, prices are exclusive of VAT and other governmental levies and are exclusive of any costs incurred in relation to the contract, such as shipping, freight, packaging, transport insurance and administrative costs.

3.2

If a carriage-paid delivery is agreed, the buyer will bear the expense of any increase in freight rates that has occurred since the contract was concluded.

3.3

Packaging remains at all times the property of Profood and therefore must be returned to Profood. Transport costs for return of the packaging shall be the responsibility of the buyer, if the buyer does not return the packaging through Profood. If the buyer remains in default in returning the packaging to Profood, Profood shall be entitled to invoice the buyer for the replacement costs.

3.4

If, after the contract is concluded, changes are made to the prices of materials, raw materials, auxiliary materials, transport costs, costs imposed by government agencies, and these changes directly or indirectly affect the contractual arrangement, and in particular Profood's expenses and therefore the price of a product, or the price of a product due to other reasons that were not foreseeable at the time the contract was concluded, then Profood will be entitled to request an amendment of the delivery terms and conditions and/or a price change. Upon the buyer's refusal to comply with this request, Profood will be entitled to unilaterally and immediately terminate the contract without being liable to pay any damages to the buyer.

3.5

The buyer must pay Profood's invoices within 28 days of the invoice date. Payment is considered to have been made after the amount owed has been irrevocably deposited in Profood's business account.

3.6

Drafts and cheques will only be accepted upon having reached an express agreement to that effect and only for collection purposes, subject to them being credited to the account. Charges associated with paying by draft or check will be borne by the buyer.

3.7

From the date on which the buyer is in default, the buyer will be charged default interest at the rate of 8 percentage points above the applicable European Central Bank prime rate. Profood will remain entitled to claim any additional loss attributable to the default.

3.8

Profood is entitled to perform the contract in phases and is thus entitled to issue separate invoices for each phase performed. If the buyer is in default of settling a receivable or in default of making partial payment, Profood will be entitled – without being required to notify the buyer – to refuse any further deliveries until the buyer has paid all the amounts it owed Profood or until it has paid in advance for the further deliveries.

3.9

Incoming payments will be applied first to settling costs, then to interest, and then to the principal amount owed. If there are multiple outstanding receivables, the payments will be used to settle the oldest receivables first. Profood, without being in default as a result, may refuse an offer to pay if the buyer designates another order for the payment allocation. Profood may likewise refuse complete discharge of the principal amount owed if such does not include the settlement of any interest due and accrued, as well as collection costs.

3.10

If the buyer's counterclaim is acknowledged by Profood or confirmed at law, the buyer's sole remedies will be the rights to retention and set-off.

3.11

Objections to the amounts stated in invoices will not relieve the buyer of its payment obligation. A buyer that is not entitled to make a claim under Title 6:5.3 (Sections 6:231-247 of the Dutch Civil Code [BW]) will also not be entitled to suspend payment of an invoice for any other reason.

3.12

If the buyer is in breach of contract or in default of performance or timely performance of its obligations, all reasonable costs incurred in obtaining extra-judicial payment will be borne by the buyer. The extrajudicial costs will be calculated based on what is customary in Dutch collections practice, which is currently the calculation method according to the Preliminary Work Report II [*Rapport Voorwerk II*]. If, however, it has been reasonably necessary for Profood to incur a higher amount in collection costs, the actual costs incurred will be subject to reimbursement. Any judicial and enforcement costs will also be recouped from the buyer. The buyer will also owe interest on the collection costs incurred.

Article 4

Suspension, Dissolution and Premature Termination of the Contract

4.1

Profood will be entitled to suspend performance of its obligations or to dissolve the contract if:

- a) the buyer fails to perform the obligations ensuing from the Contract or fails to perform them in good time or in full;
- b) circumstances that have come to Profood's attention following the contract's conclusion give it good reason to fear that the buyer will not perform its obligations;
- c) if the buyer was requested to provide security upon the contract's conclusion for the performance of its obligations arising from same contract and such security has not been provided or is insufficient.

4.2

If, because of the buyer's delay, Profood can no longer be required to perform the contract under the originally agreed conditions, Profood will be entitled to dissolve the contract.

4.3

Profood will also be entitled to dissolve the contract if circumstances arise of such nature that performing the contract becomes impossible or if other circumstances arise of such nature that Profood cannot reasonably be required to adhere to the contract in its original form.

4.4

If the contract is dissolved, Profood's claims against the buyer will become immediately due and payable. If Profood suspends fulfilment of its obligations, it will retain its rights pursuant to the law and the contract.

4.5

If Profood suspends or dissolves the contract, it will not be liable in any way for any resulting loss or expenses incurred, regardless of how they are incurred.

4.6

If the dissolution is attributable to the buyer, the buyer shall be liable to pay compensation taking into account the damage that Profood suffers, and thus the costs that occur directly and indirectly.

4.7

If Profood prematurely terminates the contract, Profood shall consult with the buyer to ensure that the work still to be performed is transferred to one or more third parties. This last sentence will not apply if the termination is attributable to [an act or omission on the part of] the buyer. If Profood's transfer of the work results in extra costs for Profood, such costs will be charged to the buyer. The buyer is required to pay these costs within the term set for doing so, unless Profood indicates otherwise.

4.8

If the buyer is liquidated, is granted or files for a suspension of payment, is declared bankrupt or files for bankruptcy, is the subject of an attachment levied (if and insofar as the attachment is not lifted within three months), is admitted to statutory composition or is subjected to some other condition as a result of which it is no longer free to dispose of its assets, Profood will be entitled to terminate the contract with immediate effect without any obligation on Profood's part to pay any damages or to indemnify the buyer. In such case, Profood's claims on the buyer will become immediately due and payable.

Article 5

Delivery and Transfer of Risk

5.1

Unless otherwise expressly agreed in writing, the buyer will bear the risk and expense of delivery by a means of transport chosen at Profood's discretion. Profood accepts no liability for any damage, reduction in value and/or loss during said transport. Profood will not be required to obtain insurance with regard to any transport risk.

5.2

The buyer shall be required to take delivery of the goods on the date they are made available to the customer. In the event that the buyer refuses to take delivery of the goods or fails to provide information or instructions necessary to effect the delivery, Profood shall be entitled to store the goods at the buyer's expense and risk.

5.3

The buyer will accept any excesses or shortfalls in deliveries that are common for the goods in question, and Profood will include these in the invoice.

5.4

If a delivery acceptance date is agreed and that date has passed without the buyer accepting delivery of the goods, then the buyer will be in default without any notice of same being required. If the buyer defaults in delivery acceptance, the risk of incidental deterioration or loss will pass to the buyer as soon as the default in delivery acceptance commences.

5.5

If the buyer does not accept the delivery or does not request delivery of the goods within the agreed or a reasonable term, Profood will be entitled, after a reasonable term it has afforded the buyer has expired without performance, to charge the buyer for the goods and to ship those goods to the buyer only after payment has been received. The buyer will bear the expense of storing those goods until they are accepted. Profood's additional rights, particularly the rights to terminate the contract and to claim damages, will remain unaffected.

5.6

If a term is set or agreed for the completion of certain work or the delivery of certain goods, the end of that term shall never be considered as an absolute deadline. Therefore if a term is exceeded, the buyer must provide Profood with a written notice of default. In such a case, Profood must be afforded a reasonable amount of time to perform the contract.

5.7

An agreed delivery term will commence as soon as the order confirmation is received, but not before Profood receives the documentation to be provided by the buyer and not before receipt of any agreed advance payment. The delivery will be made on the agreed date, but the buyer will accept deliveries that are late by a maximum of 10 business days with regard to deliveries made from one location within the Netherlands to another. For deliveries involving either an origin and/or destination abroad, the buyer will accept deliveries that are late by a maximum of 20 business days.

5.8

If Profood defaults on a delivery, then, after a reasonable term the buyer has afforded Profood has expired without performance, the buyer will only be entitled – subject to the exclusion of any other rights – to either terminate the contract or to claim damages for non-performance. If the buyer claims damages, that claim will be limited to a maximum of 10% of the agreed price of the goods with regard to which Profood defaulted on delivery. If the default is attributable to an intentional act or omission or gross negligence on Profood's part, the aforementioned restriction will not apply, but Profood will only accept liability in accordance with the provisions of Clause 10 ('Liability').

Article 6

Force Majeure and Comparable Impediments to Performance

6.1

In a *force majeure* situation, Profood is entitled to postpone delivery until a reasonable period of time. In a force majeure situation, Profood shall be entitled to postpone delivery until a reasonable period of time after the impediment has been eliminated, or to fully or partially dissolve the contract without the buyer being entitled to claim damages from Profood. The term force majeure shall be understood as encompassing not only its statutory and case law definition, but all external causes, foreseen or unforeseen, which Profood cannot influence, but which cause Profood to be unable to comply with its obligations. Force majeure is in any case understood to mean but shall not be limited to: war, threat of war, civil war, terrorism, riot, sabotage, fire, water damage, lightning strike, explosion, flood, escape of hazardous substances or gases, disruption of the energy supply, political upheavals, serious disruption of operations, illness of personnel on an unusual scale, strike, lockout, blockade, boycott, governmental measures, including import, export, transit, production or delivery restrictions, occurrence of epidemic animal disease, defects in machinery, suspension or impediment of shipping, lack of raw materials, failure to deliver on the part of Profood's suppliers, all of this in Profood's enterprise and for third parties from whom Profood purchases goods, likewise storage or during transport, whether or not under Profood's own management, and for all other causes, for which Profood cannot be held liable.

6.2

Profood will be entitled to suspend its obligations pursuant to the contract while the situation of *force majeure* lasts. If this period continues for more than two months, either party will be entitled to dissolve the contract without being obliged to pay damages to the other party.

6.3

To the extent that Profood has partly performed its obligations arising from the contract or is able to partly perform same at the time that the situation of *force majeure* first occurs, and that part performed or to be performed has independent value, Profood will be entitled to separately invoice for the part performed or to be performed. The buyer will be obliged to pay that invoice as though it pertained to a separate contract.

Article 7

Retention of Title

7.1

The title to the products sold by Profood, shall transition to the buyer as soon as the last of what he or she – as specified in the applicable contract or previous contracts – owes to Profood (price, interest and costs) has been paid in full. If, in consultation with Profood, the buyer pays Profood by draft or check, Profood shall continue to retain title to the goods until the payment by draft or check has been fully and irrevocably completed.

7.2

The buyer is required to do all that can reasonably be expected of it in order to safeguard Profood's title. If third parties levy an attachment on the delivered items covered by the retention of title or wish to create or enforce rights thereon, the buyer will be obliged to inform Profood of that fact immediately.

7.3

The buyer will undertake to insure and keep insured the items supplied under retention of title against fire, explosion and water damage and theft, and to allow inspection of this insurance policy at Profood's first request.

Profood will be entitled to any payments made pursuant to this insurance. To the extent necessary, the buyer will undertake to lend Profood its cooperation with any endeavour deemed to be desirable in that context

7.4

Should Profood wish to exercise its retention of title rights as described in this clause, the buyer will grant Profood, or any third parties designated by Profood, its unconditional and irrevocable permission to enter those places where Profood's property is located and to recover those goods.

7.5

The buyer may, in the normal course of its business, sell the goods covered by Profood's retention of full or partial title. The buyer is not authorised to pledge these goods, transfer them as security, or assign them.

Article 8

Warranty and Duty to Inspect Upon Receipt, Complaints, and Statute of Limitations

8.1

Profood warrants the following to the exclusion of all other rights to performance, warranty and damages, regardless of their nature and regardless of any legal justification for same, subject to the provisions of Clause 10.

8.2

The goods to be delivered by Profood will meet the customary requirements and standards that can reasonably be applied on the delivery date for the use for which such goods are usually intended in the Netherlands. The warranty referred to in this Clause applies to goods that are intended for use within the Netherlands. If the goods are to be used outside the Netherlands, the buyer itself must verify whether the goods are suitable for such use there and satisfy the terms and conditions imposed there in this respect.

8.3

The warranty stated in paragraph 1 of this Clause applies for a period of one month after delivery with regard to frozen products, unless another use-by date is stated on the relevant product. No warranty term applies to goods that are not frozen, unless a use-by date is explicitly stated.

8.4

Normal loss of weight during transport will not be regarded as a defect in the shipment. For invoicing purposes, the weight as at the start of transport is determinative. The risk and expense of losses of weight occurring after delivery will be borne by the buyer.

8.5

Every type of warranty will lapse if a defect is created as a consequence of, or in relation to, injudicious or improper use after the use-by date, improper storage or maintenance by the buyer and/or by third parties if, without Profood's written permission, the buyer or third parties have made, or have attempted to make changes to the good, or have affixed items to the goods that need not have been affixed or have processed or treated the goods in a manner other than as instructed. The buyer will also be unable to invoke the warranty if the defect is created by or is a consequence of circumstances over which Profood has no control, including weather conditions such as, but not limited to, extreme rainfall or temperatures, etc.

8.6

The buyer is required to check incoming goods for defects immediately upon receipt. In the case of frozen goods, a simple visual inspection will be insufficient. The buyer must thaw a random sampling of the goods to check their quality. In this respect, the buyer must inspect whether the quality and/or quantity of the goods delivered corresponds to what was agreed and satisfies the requirements that the parties agreed.

8.7

Visible defects must be reported to Profood immediately (i.e. within 24 hours). Moreover, the buyer is required to inform Profood of any substantiated suspicions it may have regarding defects, unless they are completely insignificant, as well as to further inspect the goods in order to verify those suspicions. A violation of these secondary requirements will result in requiring the buyer to pay damages. In the case of transport damage, the buyer will be required to secure the right to recover from third parties. It is absolutely essential that defects are reported on time to the duly authorised person at the transport company and that the transport company is involved in establishing the degree of damage.

8.8

Profood must be notified in writing and without delay, but always within two days, of any invisible defects detected. The notification must describe the defect in the greatest possible detail, so that Profood will be able to respond in a proper manner. The buyer must give Profood the opportunity to investigate the complaint or to have others do so.

8.9

If the buyer processes and/or forwards the goods, all of the buyer's claims with regard to defects in the quality of those goods will lapse.

8.10

The buyer's filing of a timely complaint will not suspend its payment obligation. The buyer will also continue to be required to accept delivery of, and pay for, the other goods ordered. If a defect is reported at a later point in time, the buyer will no longer be entitled to a cure of the defect, replacement of the goods or indemnification.

8.11

If in accordance with the foregoing regulations a liability for defects must be admitted on its merits, the buyer will – at Profood's option – be entitled to either have the defects rectified or to receive a replacement delivery. Profood's liability shall be limited to rectification of defect, replacement delivery, and restricted to the maximum of the invoice amount. If the costs of rectification of defect or replacement delivery are higher than the original invoice amount, then these higher costs (the difference between the actual costs and the invoiced amount) shall be billed to the buyer. If the buyer returns the good before that time, he will ensure that it is suitably packaged and safely transported. The buyer will bear the risk of any damage or loss during transport. In the case of a complaint, a defect will only be cured or the delivery replaced as a matter of professional courtesy and no other rights may be derived from that cure or replacement unless Profood expressly admits that the goods are defective.

8.12

If the cure and/or replacement fails at least twice, the buyer will be entitled to reduce the purchase price by a reasonable amount or to terminate the contract. If the defect is insignificant, however, the buyer will not be entitled to terminate the contract. If, after the goods are returned pursuant to a complaint from the buyer, the complaint proves to be unfounded, Profood will be entitled to charge the buyer for the shipping and packaging expenses, as well as a reasonable amount for inspecting the goods. This reasonable amount will be at least EUR 50, but no more than 20% of the value of the goods.

8.13

Profood is only required to accept returned goods if such acceptance is permitted by the import laws of the country of dispatch. If accepting returned goods proves impossible, the buyer will bear the costs of destroying the goods.

8.14

The buyer will be required to treat the goods correctly and in accordance with the regulations of the country of dispatch. If the buyer treats the goods incorrectly, or stores or transports the goods in a way that does not accord with EC regulations, Profood will not be required to accept the goods if they are returned.

8.15

If a complaint proves to be unfounded, the buyer will bear the entirety of the expense associated with that unfounded complaint, including the inspection costs Profood incurs in that respect.

8.16

After the warranty term expires, the buyer will be invoiced for all costs of cure or replacement, including administrative, shipping and call-out charges.

8.17

In deviation from the statute of limitations, the statute of limitations applicable to all claims asserted against Profood and all defences in respect of Profood in relation to third parties involved in the performance of a contract will be one year.

Article 9

9. Intellectual and Industrial Property Rights, Secrecy

9.1

Profood will hold and retain all ownership rights, copyrights and other intellectual property rights regarding price calculations, product descriptions and other documentation. Such documentation is to be used exclusively for the performance of the contract and must be returned to Profood after that performance is complete.

9.2

Profood will retain the right to use any knowledge it acquires during the performance of the contract for other purposes, to the extent that this does not involve disclosing any confidential information to third parties.

9.3

These documents must be kept secret from third parties even after the contract is completed. The duty of secrecy only lapses if and insofar as the documents made available become public knowledge. The buyer undertakes, in particular, to keep the prices and delivery terms and conditions agreed with Profood strictly confidential.

Article 10

Responsibility of Profood and Buyer

10.1

If Profood is held liable, this liability will be restricted to what is arranged in this provision.

10.2

Profood will not be liable for damage, of whatever nature, that it causes because it used incorrect or incomplete data provided by the buyer.

10.3

If Profood is held liable for any loss, then its liability will be limited to a maximum of the invoice value, or at least the portion of the invoice to which the liability relates.

10.4

Profood's liability will always be limited to the amount it receives from its insurer in a particular case.

10.5

Profood is liable only for direct loss. Direct loss must be understood as exclusively comprising the costs of establishing the cause and scope of the loss to the extent that establishing relates to a loss as meant in these Conditions, any costs reasonably incurred to have Profood perform in compliance with the contract, to the extent those costs can be attributed to Profood, and the reasonable costs incurred in preventing or limiting the loss, to the extent that the buyer can demonstrate that these costs resulted in the limitation of a direct loss as meant in these Conditions.

10.6

Profood will under no circumstances be liable for indirect loss, including consequential loss, loss of profits, loss of savings or any loss due to an interruption in business operations.

10.7

The limitations on liability set out in this Clause will not apply if the loss is the result of an intentional act or omission [*opzet*] or gross negligence [*grave schuld*] on the part of Profood or its executive staff.

10.8

If the buyer defaults in the proper performance of its obligations to Profood, the buyer shall be liable for all losses (including expenses) that Profood directly or indirectly incurs as a result.

Article 11

Indemnification

11.1

The buyer will indemnify Profood against any claims of third parties that may incur a loss in connection with the contract's performance and which loss is attributable to a party other than Profood.

11.2

If claims can be asserted by third parties against Profood, then the buyer is obligated to render assistance to Profood, both at law and otherwise, and to do everything else that might be expected of it in that case without delay. Should the buyer default on these obligations by failing to take adequate measures, then Profood will be entitled to take those measures itself without serving a notice of default on the buyer. The buyer will bear the entirety of the risk and expense associated with the costs and losses incurred by Profood and third parties in this respect.

Article 12

Choice of Law and Jurisdiction

12.1

On these terms and conditions and all legal relationships to which Profood is party, only Dutch law is applicable. However, Profood reserves the right to deviate from this choice of law and to determine that the law in accordance with the international provisions in force applies

12.2

The court in the judicial district where Profood has its statutory seat in the Netherlands has exclusive jurisdiction to hear any dispute, unless compulsory law prescribes otherwise. Nevertheless, Profood has the right to determine that the dispute must be submitted to the competent court in accordance with applicable international laws and regulations.

12.3

The parties will resort to the courts only after they have made every effort to solve the dispute in mutual consultation.

Article 13

Location and Amendments to these Conditions

13.1

These General Terms and Conditions have been filed with the Chamber of Commerce for central Gelderland, the Netherlands

13.2

In each case, the version which was filed most recently or the version as such applied at the time of the contract with Profood will apply, as appropriate.

13.3

In the event that these Conditions are translated, the Dutch-language text will remain controlling in interpreting these Conditions.

Article 14

Privacy Statement

In accordance with the requirements of the General Data Protection Regulation, Profood has a privacy statement which can be found on the website of Profood.

Lievelde, the Netherlands, February 2026