

General Conditions of Sale and Delivery of Improver Premium Foods BV

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Article 1 Definitions

- 1.1 In this document, "**Improver Premium Foods**" means Improver Premium Foods BV, listed in the Dutch Commercial Register under number 12038204 or an affiliated company; "**agreement**" refers to these General Conditions of Sale, with the relevant offers or order confirmations provided by or agreements entered into with Improver Premium Foods, which set out the conditions for terms for Improver Premium Foods' supply of Goods to the Client; "**Goods**" means the products, which include frozen fruit and vegetables, and all related documentation and specification offered and supplied by Improver Premium Foods; and "**Client**" means any natural person or legal entity who or which enters into an agreement with Improver Premium Foods.

Article 2 Applicability

- 2.1 These conditions will apply to all offers and/or agreements made or entered into by Improver Premium Foods with a Client, as well as their performance.
- 2.2 These General Conditions of Sale will apply to the exclusion of any general purchasing conditions used by the Client. Deviating conditions or provisions are applicable only if and in so far as they have been separately and expressly agreed in writing between Improver Premium Foods and the Client for each separate agreement.
- 2.3 Unless otherwise agreed in writing, a Client with whom an agreement, to which these General Conditions of Sale apply, has been concluded will agree to the application of the General Conditions of Sale to all further agreements.

Article 3 Offers, orders and agreements

- 3.1 All offers made by Improver Premium Foods will be without obligation. Orders and acceptances of offers by the Client will be irrevocable.
- 3.2 Improver Premium Foods will not be bound until it has confirmed the order in writing or has commenced its performance.
- 3.3 Improver Premium Foods must be notified in writing of any inaccuracies in its order

confirmation within two days of the date of the order confirmation, failing which the order confirmation will be considered to be a full and accurate reflection of the agreement and the Client will be bound by those terms.

- 3.4 Verbal commitments or agreements by or with its staff will be binding on Improver Premium Foods only if it has confirmed such in writing.
- 3.5 Improver Premium Foods will be entitled to engage one or more third parties to execute the order at its own discretion.
- 3.6 These general conditions will apply in full to any amendments to the agreement.

Article 4 Data

- 4.1 The Client guarantees the accuracy, completeness and reliability of information and data supplied to Improver Premium Foods by or on the Client's behalf. Improver Premium Foods will be under no obligation to examine the accuracy, completeness or reliability of the data provided to it.
- 4.2 Improver Premium Foods will be under no obligation to perform or continue performing the agreement until the Client has provided all data and information that Improver Premium Foods has requested.
- 4.3 If the information needed for performing the agreement is not provided to Improver Premium Foods, is not provided on time, does not conform to the arrangements made in that respect, or if the Client otherwise fails to fulfil its obligations, Improver Premium Foods may charge the resulting costs at its usual rates.
- 4.4 If and in so far as Improver Premium Foods suffers direct or indirect damage because the Client has provided incorrect and/or incomplete data and/or information, the Client will be obliged to fully compensate Improver Premium Foods for that damage.

Article 5 Conformity

- 5.1 Any statements made by Improver Premium Foods regarding quantity, quality, performance and/or other characteristics relating to its Goods are made with the greatest possible care. However, Improver Premium Foods cannot guarantee that no deviations will occur in respect of such statements. These statements are therefore approximate and non-binding. The Client must check conformity with the quantities, quality, performance and/or other characteristics stated by or agreed with Improver Premium Foods upon receipt of the Goods before accepting them.

- 5.2 Improver Premium Foods will not be bound by any depictions, descriptions, catalogues, brochures, advertising materials, price lists, information provided on the website or offers.
- 5.3 Minor deviations in terms of colour, purity and quality will never constitute grounds for complaints, refusal to accept the delivery, the dissolution of the agreement or delays in the payment of the purchase price.
- 5.4 If a model, sample and/or example has been shown or provided by Improver Premium Foods, this will be presumed to have been shown or provided only as an indication: the qualities of the Goods to be delivered may differ from the sample, model and/or example, unless Improver Premium Foods explicitly states that delivery would be in accordance with the sample, model and/or example shown or provided.
- 5.5 Samples, models or examples approved by the Client will be binding for the performance of the assignment and will serve as confirmation that the work carried out prior to the samples, models or examples has been performed properly and in the correct manner. Products manufactured and work performed in accordance with approved samples, models and/or examples cannot therefore give rise to complaints.
- 5.6 The Client must ensure that the Goods to be ordered and/or ordered by him comply with all governmental regulations in the country of destination and are suitable in general for the use intended by the Client. The use of the Goods and conformity with government regulations will be at the Client's risk.
- 5.7 The Client guarantees that it will use the Goods purchased from Improver Premium Foods only for the purpose for which Improver Premium Foods sold the products and with due observance of and in accordance with the legislation applicable to the Client and its activities. The Client will be required to provide all necessary cooperation, facilities and data for an inspection, examination or test for verification of the Client's obligation under this article concerning the use of the Goods by the Client and compliance with the legislation applicable to the Client and its activities.
- 5.8 Improver Premium Foods abides by all applicable European, US, United Nations and national export restrictions, prohibiting the sale of certain products and/or services to certain countries, companies and/or individuals. Compliance with these export restrictions can never lead to a breach of contract on the part of Improver Premium Foods.

- 5.9 If the Client resells Goods in any way, the Client undertakes to comply strictly with all export restrictions referred to in Article 5.8 when making this resale.

Article 6 Prices

- 6.1 Unless otherwise agreed in writing or expressly, prices stated by or agreed with Improver Premium Foods will be exclusive of VAT and other government levies.
- 6.2 If a change in cost price determinants, including taxes, excise duties, exchange rates, wages, the prices of goods and/or services (whether or not obtained by Improver Premium Foods from third parties) occurs after the offer and/or conclusion of an agreement, Improver Premium Foods may adjust the prices accordingly.
- 6.3 If, after the offer and/or the conclusion of an agreement, currency changes take place as a result of which agreed prices in euros are higher, Improver Premium Foods will be entitled to pass on this increase to the Client and there will be no reason therefore to adjust the prices in another currency.

Article 7 Delivery periods and delivery

- 7.1 Any delivery dates stated by Improver Premium Foods are approximate and should never be considered strict deadlines. If the delivery period is exceeded, Improver Premium Foods will not be obliged to pay compensation and the Client will not be entitled to violate or suspend any obligations ensuing from the agreement. However, the Client may terminate the agreement if and in so far as Improver Premium Foods fails to perform the assignment within a reasonable term imposed by the Client for that purpose. In that case, Improver Premium Foods will not owe any compensation.
- 7.2 The delivery period will be based on the working conditions that apply when the agreement is concluded and on the timely delivery of the goods and/or services Improver Premium Foods requires to perform the agreement. If delays occur because of a change in working conditions and/or late delivery of goods and/services required by Improver Premium Foods, the delivery period will be extended in so far as necessary.
- 7.3 The delivery period will be extended by the duration of the delay Improver Premium Foods experiences because of the Client's failure to fulfil any obligations under the agreement or to cooperate in performing the agreement.

- 7.4 Improver Premium Foods will deliver the Goods to a Client within the European Union DAP (Delivered At Place) in accordance with Incoterms 2020, unless another method of delivery has been agreed in writing/expressly. Improver Premium Foods will determine how and by whom the transport is carried out. The Client will be obliged to take possession of the goods as soon as they arrive at the destination and to inspect them properly.
- 7.5 Improver Premium Foods will deliver the Goods to a Client outside the European Union Ex Works in accordance with Incoterms 2020, with the Client collecting the Goods at a location designated by Improver Premium Foods, unless another method of delivery has been agreed upon in writing/expressly.
- 7.6 If the Client does not collect the Goods or have them collected or does not take delivery of the Goods on the agreed delivery date or within the agreed delivery period, they will be stored at the expense and risk of Client for as long as Improver Premium Foods considers it desirable.
- 7.7 Improver Premium Foods will be entitled to perform an agreement in parts and require payment of the part of the agreement that has been performed.

Article 8 Packaging

- 8.1 Unless expressly stated otherwise by Improver Premium Food, the packaging is included in the price of the Goods to be delivered. Packaging is here understood to mean commercial packaging, including bags, boxes and octabins, totes and industrial pallets.
- 8.2 If goods are delivered on so-called Europallets or on pallets that are part of a pallet pool, Improver Premium Foods will charge these pallets as packaging, unless Improver Premium Foods returns identical undamaged pallets upon delivery.
- 8.3 Packaging material/pallets charged (deposit) will be credited by Improver Premium Foods after this packaging material has been returned. In the case of minor damage, Improver Premium Foods will be allowed to credit for less than the charged deposit. In the case of serious damage, no amount will be credited and the packaging material will be at the disposal of Client, which will be notified of such by Improver Premium Foods.

Article 9 Force majeure

- 9.1 If Improver Premium Foods is prevented from fulfilling the agreement because of

force majeure, it will be entitled to suspend the performance of the agreement. In that case, the Client may not claim compensation, costs or interest.

- 9.2 *Force majeure* will include extreme weather conditions, fire, flooding, accidents, illness or strikes of personnel, operational failures, transport hold-ups, power failures, cyber terrorism or other types of cyber attacks, security incidents, corruption or loss of data, whether or not intentionally, disruptive legal provisions, export restrictions, problems unforeseen by Improver Premium Foods in the production or transport of the Goods and the late delivery of goods or services by third parties engaged by Improver Premium Foods, and other circumstances over which Improver Premium Foods has no control.
- 9.3 If a *force majeure* situation occurs, Improver Premium Foods will be entitled to dissolve the part of the agreement that cannot be performed by means of a written notice. If the *force majeure* situation lasts longer than six weeks, the Client will also be entitled to give written notice and dissolve the part of the agreement that cannot be performed.
- 9.4 If Improver Premium Foods has fulfilled part of its obligations when the *force majeure* situation occurs, or can only fulfil part of its obligations, it will be entitled to invoice the fulfilled part or the part that can still be fulfilled separately and the Client must settle this invoice as if it related to a separate agreement.

Article 10 Harvest reservation

- 10.1 All Goods are delivered under harvest reservation. If as a result of a disappointing harvest with regard to the quantity and/or quality of fresh or other products, many products are available only in reduced quantities, including rejection by competent authorities than could reasonably be expected at the time of concluding the agreement, Improver Premium Foods will have the right to reduce the quantities it sells accordingly. By supplying this reduced quantity, Improver Premium Foods fully complies with its delivery obligations. Improver Premium Foods will not be obliged in that case to supply replacement products. In that case, the Client may not claim compensation, costs or interest.

Article 11 Defects and complaints

- 11.1 Improver Premium Foods will guarantee the soundness of the Goods to be delivered in accordance with what the Client may reasonably expect on the basis of the

agreement. If defects should occur in the Goods delivered by Improver Premium Foods, Improver Premium Foods will repair these defects or have them repaired, apply a reasonable price reduction, or redeliver the Goods in question, all this at the sole discretion of Improver Premium Foods.

- 11.2 Any guarantees will be expressly provided by Improver Premium Foods only in separate documentation under the conditions described in this separate documentation. No guarantee can therefore be derived from these General Conditions of Sale.
- 11.3 In so far as a guarantee as referred to in Article 11.2 is issued, the following defects are in any case not covered by this guarantee which are wholly or partly the result of:
- the failure of the Client or its staff to observe instructions or regulations, or by other than the normal expected use;
 - improper storage, maintenance or use by the Client;
 - the processing of the Goods by the Client, unless Improver Premium Foods has explicitly stated a certain way of processing in its documentation, brochures, etc. or has permitted such in writing without any reservation;
 - vandalism, weather impact or other external causes.
- 11.4 Any possible treatment or processing of the Goods delivered by Improver Premium Foods will be at the Client's own risk. The Client will indemnify Improver Premium Foods against all claims of third parties resulting from any treatment or processing of the Goods delivered by Improver Premium Foods.
- 11.5 Minor deviations cannot be qualified as a defect and must be accepted by the Client. Deviations which, taking all circumstances into account, in all reasonableness have no or a minor influence on the utility value of the Goods, will always be considered as deviations of minor importance.
- 11.6 Any right to a guarantee or complaint will lapse if the Goods have been transported, handled, used, processed or stored by or on behalf of the Client in a faulty manner or in violation of instructions given by or on behalf of Improver Premium Foods, or if the usual measures/instructions have not been observed, as well as if the Client fails to fulfil any of its obligations towards Improver Premium Foods arising from this agreement, does not fulfil them properly or on time.
- 11.7 The Client must carefully inspect the Goods immediately after their delivery, failing which any right to complain, replacement and/or warranty will lapse. Any

complaints relating to the quantity of Goods delivered and/or transport damage should be noted on the consignment or delivery note, failing which the quantities stated on the consignment or delivery note will constitute conclusive proof with respect to the Client.

- 11.8 The Client must report any complaints about the Goods and/or performance of an agreement to Improver Premium Foods by registered letter within twenty-four (24) hours of discovering the defect, or when the Client should reasonably have discovered it. In the absence of a timely complaint, any claims against Improver Premium Foods will lapse.
- 11.9 If the Client complains, it will be obliged to offer Improver Premium Foods the opportunity to carry out an inspection and to establish the shortcoming. The Client will be obliged to keep the Goods about which it has lodged a complaint at Improver Premium Foods' disposal, failing which all rights to specific performance, repair, dissolution and/or compensation or payment will lapse.
- 11.10 Regardless of the reason for the return, the Goods sold may be returned to Improver Premium Foods only after obtaining a prior written authorisation and dispatch and/or other instructions from Improver Premium Foods. The Goods will at all times remain at the Client's expense and risk. The transport and all related costs will be at the Client's expense. Improver Premium Foods will reimburse the Client for the transport costs if it is established that there has been an imputable breach on the part of Improver Premium Foods.
- 11.11 Any faults relating to part of the Goods delivered will not entitle the Client to reject or refuse the entire batch of Goods delivered.
- 11.12 The Client must notify Improver Premium Foods in writing of any inaccuracies in its invoices within five days of the invoice date, failing which the Client will be considered to have approved the invoice.
- 11.13 Complaints will not suspend the Client's payment obligation.
- 11.14 Following the discovery of a fault in a Good, the Client will be obliged to do everything to avoid or limit that damage, expressly including the immediate cessation of use, processing and treatment and marketing.

Article 12 Retention of title

- 12.1 Improver Premium Foods will retain title to the Goods delivered and to be delivered until all its claims in respect of the Goods delivered and to be delivered have been

paid in full by the Client.

- 12.2 If the Client is in default in fulfilling its obligations, Improver Premium Foods will be entitled at the Client's expense to recover or have others recover the Goods belonging to it from the place where they are located. In this context Improver Premium Foods will be entitled to enter the business premises of the Client and to recover the full damages and costs.
- 12.3 The Client will not be entitled to pledge or transfer the title to Goods that have not yet been paid for. The Client will be obliged to store items supplied under retention of title with all due care and as identifiable property of Improver Premium Foods.

Article 13 Payment

- 13.1 Unless otherwise agreed in writing, Improver Premium Foods' invoices must be paid within 30 days of the invoice date, in the currency specified on the invoice and exclusively in the manner indicated on the invoice.
- 13.2 Improver Premium Foods will always be entitled to request full or partial advance payment and/or obtain security for payment in some other way.
- 13.3 Improver Premium Foods will be entitled to invoice partial deliveries separately.
- 13.4 The Client will waive any right to suspension and set-off, nor does it have a right of retention on the Goods. Improver Premium Foods will always be entitled to set off the amounts it owes the Client against the amounts the Client and/or businesses affiliated to the Client owe or owes Improver Premium Foods, regardless of whether these amounts are due and payable.
- 13.5 If payment is not received on time, the Client, with no notice of default being required, will owe interest of 1% per month on the invoice amount, calculated from the due date up to and including the date of payment, with part of a month being considered as a full month and without prejudice to Improver Premium Foods' right to claim full damages.
- 13.6 The Client will be liable for all costs relating to collection. The extrajudicial collection costs will amount to at least 15% of the amount to be collected, subject to a minimum of EUR 200.
- 13.7 If payment of an agreed instalment is not made by the due date, or if the Client has been declared bankrupt or put into liquidation, petitioned for a provisional or final suspension of payment of debts, if the statutory debt rescheduling arrangement (WSNP) has been declared applicable to the Client and/or the Client's property

and/or claims are attached, the full invoice amount becomes immediately due and payable. If one of these situations occurs, the Client must inform Improver Premium Foods of that fact immediately.

- 13.8 The Client's payments will first be used to pay any outstanding costs, and then to pay the interest due, and finally the longest outstanding invoices, even if the Client stipulates the payment is for a more recent invoice.

Article 14 Right of pledge and retention

- 14.1 Improver Premium Foods will have a right of pledge and retention with regard to all items and documents that Improver Premium Foods has or acquires, regardless of the source of such, for all claims that Improver Premium Foods may have or acquire in respect of the Client. Improver Premium Foods will have a right and retention in respect of every party who demands the surrender of such items or documents.
- 14.2 Improver Premium Foods may also exercise the rights referred to in Article 14.1 with regard to the amounts the Client owes Improver Premium Foods in connection with previous engagements and/or engagements that have already been performed.

Article 15 Cancellation

- 15.1 The Client may not cancel an order that has been placed. If the Client nevertheless cancels all or part of an order that has been placed, it will be obliged to compensate Improver Premium Foods for all the costs reasonably incurred, work performed and profit lost in fulfilling the order, plus VAT.

Article 16 Liability and indemnity

- 16.1 Apart from the provisions of Article 11.1, the Client will have no claim whatsoever against Improver Premium Foods for defects in or in relation to the Goods supplied by Improver Premium Foods. Improver Premium Foods will therefore not be liable for direct and/or indirect damage, including property damage, non-material damage, lost income, business interruption loss, reputational damage and any other consequential damage, whatever its cause, unless Improver Premium Foods acts with intent or wilful recklessness.
- 16.2 Neither will Improver Premium Foods be liable in the above sense for the acts of its

employees or other persons who fall within its scope of risk, including any gross or other negligence or an intentional act or omission on their part

- 16.3 Improver Premium Foods will not be liable for damage of any nature whatsoever caused by or after the Client has treated, processed or packaged the Goods after delivery, has passed them on to third parties, or has had them treated or processed or had them delivered to third parties.
- 16.4 Improver Premium Foods will not be liable for any damage if delivery of Goods is not possible due to export restrictions, embargoes, etc.
- 16.5 Improver Premium Foods will not be liable for any opinions or recommendations it gives to the Client, unless such opinions or recommendations are an explicit part of a specific service. In the case of a specific service, the limitations of liability, as set out in this Article 17, will apply. The Client will indemnify Improver Premium Foods for all claims of third parties in connection with advice given or down payments made by Improver Premium Foods.
- 16.6 Improver Premium Foods will not be liable for deviations, errors and defects or their consequences that have gone unnoticed in the samples, models or examples approved or corrected by the Client.
- 16.7 Improver Premium Foods will not be liable for infringement of patents, licenses and/or other intellectual property rights of third parties by using data provided by or on behalf of the Client. Neither will Improver Premium Foods be liable for damage or loss of raw materials, semi-finished products, models and/or other items made available by the Client.
- 16.8 The Client will indemnify Improver Premium Foods, its employees and any auxiliary persons engaged by it for purposes of the performance of the agreement against any claims of third parties, including claims based on product liability, in connection with Improver Premium Foods' performance of the agreement, irrespective of the cause, as well as against any costs ensuing from such claims for Improver Premium Foods.
- 16.9 Damage to goods caused by damage to or the destruction of the packaging of the Goods will be at the expense and risk of the Client.
- 16.10 In all cases where Improver Premium Foods is obliged to pay compensation, this will never exceed the invoice value of the Goods supplied as a result of or in connection with which the damage was caused. If the damage is covered by the business liability insurance of Improver Premium Foods, the damage compensation

will, moreover, never be higher than the amount actually paid out by the insurer.

- 16.11 Unless Improver Premium Foods has acknowledged such, any claims against Improver Premium Foods will lapse pursuant to the mere expiry of 12 months after the claim was brought.
- 16.12 The Client will indemnify Improver Premium Foods and its employees against third-party claims (including administrative and/or criminal penalties), as well as claims from Improver Premium Foods' employees, who suffer damage relating to the performance of the agreement because of acts or omissions of the Client and/or the inaccuracy or incompleteness of data or information provided by or on behalf of the Client.

Article 17 Protection of personal data

- 17.1 When collecting, processing or further processing personal data of or for the Client under the agreement, Improver Premium Foods will comply with its obligations under the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, as from its entry into force, the Privacy Regulation and related legislation, and adopt appropriate protective measures.
- 17.2 If Improver Premium Foods believes it must be regarded as the processor within the meaning of the GDPR, the Client must, immediately at Improver Premium Foods' request and as a supplement to the provisions of this article, enter into and sign a written processing agreement with Improver Premium Foods, in accordance with the model that Improver Premium Foods will provide.
- 17.3 The Client will indemnify Improver Premium Foods against all third-party claims (including from at least users and government agencies), financial government sanctions and costs (including costs of legal representation), resulting from the Client's violation of any legal regulation relating to the processing of personal data.

Article 18 Representation

- 18.1 When acting on behalf of one or more other parties, the Client, without prejudice to the liability of those other parties, will be liable towards Improver Premium Foods as though acting personally as a Client.
- 18.2 If Improver Premium Foods concludes an agreement with two or more natural persons or legal entities, all clients will always be jointly and severally liable towards Improver Premium Foods.

- 18.3 If Improver Premium Foods concludes an agreement with a company under incorporation, the incorporators will remain jointly and severally liable in full for the entire agreement, even after it has been ratified.

Article 19 Applicable law and competent court

- 19.1 The agreement or agreements between Improver Premium Foods and the Client will be governed by Dutch law.
- 19.2 The place of performance of all assignments will be considered to be the place of business of Improver Premium Foods.
- 19.3 Any disputes between Improver Premium Foods and the Client will be submitted exclusively to the competent court in the district of Limburg, Roermond location, the Netherlands. In deviation from this provision, Improver Premium Foods will also be entitled at all times to submit a dispute or claim for adjudication to the competent court of the place where the Client has its registered office or actual place of business.
- 19.4 Contrary to the previous paragraph, all disputes between Improver Premium Foods and a Client located in a country outside the European Union will exclusively be settled in arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.

Article 20 Final provisions

- 20.1 The nullity or voidability of any provision of these conditions or of agreements to which these conditions apply will not affect the validity of the other provisions. Improver Premium Foods and the Client must replace any nullified or voided provisions with valid provisions whose meaning is as similar as possible to that of the nullified or voided provisions.
- 20.2 The Dutch text will be decisive for construing and interpreting these General Conditions of Sale.

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