

STANDARD TERMS AND CONDITIONS OF SALE OF DE JONG SPECIALITEITENBAKKERIJ B.V.

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**Contents**

Article 1. Definitions.....	2
Article 2. Applicability .....	2
Article 3. Offer and acceptance.....	2
Article 4. Prices.....	2
Article 5. Delivery, delivery time and risk .....	3
Article 6. Force majeure.....	3
Article 7. Complaints, inspection obligation and claims .....	4
Article 8. Guarantee .....	5
Article 9. Liability.....	5
Article 10. Payment and retention of title .....	6
Article 11. Confidentiality .....	6
Article 12. Suspension and termination.....	6
Article 13. Provisions remaining in force .....	7
Article 14. Governing law and disputes .....	7

### **Article 1. Definitions**

In these standard terms and conditions of sale of DE JONG SPECIALITEITENBAKKERIJ B.V. the following words and expressions shall have the following meanings:

- Terms and Conditions: these standard terms and conditions of sale of DE JONG SPECIALITEITENBAKKERIJ B.V.
- Supplier: the private limited company under Dutch law DE JONG SPECIALITEITENBAKKERIJ B.V. and/or its affiliated companies.
- Customer: any (legal) person who has entered into or wishes to enter into a Contract with the Supplier, including its representatives, agents, assignees and legal successors, in respect of making investments in the widest sense and/or the purchase of Products.
- Parties: the Supplier and the Customer jointly.
- Order: any instruction given by the Customer to the Supplier with regard to the purchase/sale of Products.
- Contract: any contract or agreement concluded between the Supplier and the Customer, any change or addition thereto, as well as all legal acts in preparation and in performance of that contract.
- Written/In Writing: Written/In Writing are understood to include electronic correspondence, such as, but not limited to, correspondence by e-mail, text message, WhatsApp or any other electronic medium.
- Products: all goods, items, services, investments to be delivered by the Supplier that are the subject matter of the Contract and the conditions applicable thereto.

### **Article 2. Applicability**

1. These Terms and Conditions exclusively apply to all offers made by the Supplier and to all Contracts between the Supplier and the Customer, irrespective of any (previous) reference by the Customer to its own or other general terms and conditions. The Supplier expressly rejects the general terms and conditions declared applicable by the Customer, unless otherwise expressly agreed in writing.
2. Any stipulations to the contrary will only apply if they have been confirmed by the Supplier in Writing and will only apply to the Contract for which they have been made; these Terms and Conditions will otherwise continue to be effective.
3. Should any provision of these Terms and Conditions appear to be legally invalid, this provision (to the extent legally invalid) will have no effect and will be deemed not to have been included in the Terms and Conditions and will not affect the legal validity of the remaining provisions of these Terms and Conditions in any manner whatsoever, on the understanding that the invalid provision will, in joint consultation between the Supplier and the Customer, be replaced by a provision that will be in keeping with the intention of the original provision as closely as possible.
4. The Supplier will be entitled to make unilateral changes to the Terms and Conditions; such changed Terms and Conditions will apply from the notified date and after the changed terms and conditions have been sent to the Customer.
5. The English language version of these general terms and conditions of sale takes precedence over any translation.

### **Article 3. Offer and acceptance**

1. All offers (including quotations, quotes and cost estimates) and other statements made by the Supplier are without any obligation, even if the offer sets a period for acceptance, unless otherwise expressly agreed in writing.
2. A Contract will be deemed to have been concluded when the Supplier confirms the Order In Writing by means of an order confirmation, which order confirmation will, in such a case, be considered to be a correct and complete representation of the Contract. In the absence of a Written Contract or Written order confirmation, the Parties will nevertheless be bound in case the Supplier starts performing the Contract. In that case, the Supplier's invoice and/or proof of delivery will be deemed to be an accurate and full representation of the Contract.
3. All price lists, brochures and other information supplied with an offer are compiled to the best of the Supplier's ability, but will not be binding, unless otherwise expressly agreed In Writing.

### **Article 4. Prices**

1. All prices are exclusive of VAT (insofar as applicable) and costs of packing, are free carrier to Supplier's premises and exclusive of all other national and international government levies and are in euros. The

Customer will bear the exchange risk if payment is made in a foreign currency. The foregoing shall apply unless otherwise expressly agreed In Writing.

2. Descriptions and prices given in quotations are subject to change and are only approximate, unless otherwise stated. The Customer cannot derive any rights from any errors in quotations.
3. Unless otherwise agreed in Writing, the Supplier is authorised to adjust the prices during the term of the Contract to reflect not exhaustive (i) any increase of the Suppliers actual costs for purchasing individual components like raw materials, packaging, energy etc., (ii) any change in delivery dates, quantities or specifications for the Products requested by the Customer or (iii) any delay caused by failure of Customer to provide adequate information or instructions.

#### **Article 5. Delivery, delivery time and risk**

1. The quantities delivered shall be in conformity with the quantities included by the Supplier in the order confirmation and/or the Contract, subject to minor differences. Minor deviations in the Supplier's deliveries with regard to, for example, quantities, weight and composition shall never be regarded as a shortcoming.
2. All delivery times stated are approximate and can never be regarded as strict deadlines. If the delivery time is exceeded for whatever cause, the Customer will not be entitled to compensation, nor to termination of the Contract, nor to suspension/non-fulfilment of any obligation of the Customer in respect of the Supplier. If no delivery time was expressly agreed, a reasonable delivery time will apply, with effect from the moment the Contract was concluded.
3. Changes to an Order placed by the Customer may result in the Supplier exceeding a previously indicated delivery time. This cannot be invoked to the detriment of the Supplier.
4. The moment of delivery shall be deemed to be the moment of delivery of the Products or the moment of collection of the relevant Products.
5. Unless otherwise agreed In Writing delivery of the Products shall be FCA (Free Carrier ICC Incoterms, most recent version).
6. Each delivery will be subject to the condition that the Supplier has sufficient stock. The Supplier will be entitled to effect partial deliveries and to issue separate invoices for these partial deliveries.
7. If the Customer desires delivery of the Products in a manner other than the usual, the Supplier will charge the Customer for the costs involved, unless agreed otherwise.
8. If the Customer fails to accept delivery of the Products at the time of delivery, the Customer will be in default without further notice of default. In that case, the Supplier will be entitled to store the Products at the Customer's risk and expense. The amounts due under the Contract, plus statutory commercial interest as referred to in Section 119a of Book 6 of the Dutch Civil Code and costs (by way of compensation) will remain payable by the Customer to the Supplier.
9. The Supplier will be entitled to make use of the services of third parties for the delivery of the order(s).
10. If the delivery is effected in consignments, the Supplier will be entitled to consider each delivery as a separate Contract.
11. The insufficient creditworthiness of the Customer, even if partial delivery has already taken place, will apply as a condition subsequent to any Contract concluded by and with the Supplier.

#### **Article 6. Force majeure**

1. If, as a result of a situation of force majeure or any other exceptional circumstance, including (but not limited to) job strikes or similar actions, excessive sickness absence of personnel, transport problems, import and export and transit bans, inadequate supply of raw materials/products, fire and other operational disturbances, government measures, operational breakdowns or breach of contract by suppliers, serious diseases, an epidemic or a pandemic, the failure to obtain a (bacteriological, veterinary or other) certificate prescribed or required by the Customer (or failure to obtain such certificate in time), contamination, risk of contamination, disruption of business operations, defects in or damage to means of productions and other events or impediments beyond control of the Supplier which make the performance of the Contract more costly and/or more difficult, such as flooding, storm damage and/or other natural and/or nuclear disasters, war and/or threat of war but also changing legislation - the Supplier cannot meet its obligations under the Contract (or cannot do so in full or in time), the Supplier will be entitled to perform the Contract at a later time or to terminate the Contract in whole or in part without judicial intervention.
2. In the event of a termination as referred to under 6.1, the Customer will be obliged to purchase the Products that are available within the context of the Contract and to pay a pro-rata purchase price.

3. In a situation of force majeure or exceptional circumstances on the part of the Supplier, the Customer will not be entitled to terminate the Contract and/or claim compensation.
4. The Supplier also has the right to invoke force majeure if the circumstance causing force majeure occurs after the Supplier is supposed to have complied with his obligations under the Contract.

#### **Article 7. Complaints, inspection obligation and claims**

1. Prior to delivery of the Products, Supplier may provide for samples to be taken, at its own expense and may keep such samples for a period of its choosing.
2. Immediately following delivery of the Products, the Customer must carefully inspect whether the Products are in conformity with the Contract. The Customer must check, for example, the condition, quantity and quality of the Products. A quality check expressly includes, but is not limited to, a check for compliance with the applicable food, food safety and goods standards.
3. If, during the inspection referred to in paragraph 2, the Customer discovers any visible defects and/or conflicts with food, food safety and goods standards applicable within the European Union, the Customer must report them to the Supplier within 24 hours or on the next working day In Writing, stating accurate reasons accompanied by supporting documents if possible.
4. Any invisible defect (not being a conflict with food, food safety and goods standards applicable within the European Union) concerning the Products delivered must be reported by the Customer to the Supplier In Writing within four calendar days after the Customer has discovered or could reasonably have discovered the shortcoming. The report must be In Writing, accompanied by supporting documents as far as reasonably possible.
5. The Supplier will only handle complaints on the Products delivered if the Products delivered are still in their original, unopened packaging, except when such packaging must be opened in order to discover the defect, or if the Products delivered have been processed, stored and/or kept in accordance with the applicable statutory guidelines or in accordance with the standards applicable in the sector concerned and in the manner prescribed or recommended by the Supplier or the manufacturer on the packaging or otherwise.
6. If the Customer makes a complaint about the Products, the Supplier shall be given the opportunity to take one or more samples of the Products, if requested by the Supplier. The Supplier will then be entitled to instruct an independent institute, selected by the Supplier, to test samples taken by the Supplier at Customer's expense in order to establish whether the defects in the Products claimed by the Customer exist. The independent institute shall be instructed by the Supplier on the testing method to be followed, which shall be in accordance with the sampling and testing procedures customary in the industry. The factual conclusions of the independent institute in respect of the defects alleged by Customer, shall be accepted by and binding on the Parties as conclusive evidence of the quality of the Products.
7. If the provisions of paragraph 5 are not complied with and following the expiry of the periods referred to in paragraphs 3 and 4, the Products delivered shall be deemed to have been approved by the Customer. After this period, any complaints will no longer be handled, and the Customer will have forfeited its right of complaint.
8. If a complaint is reported in accordance with the provisions of this article and the Supplier considers such complaint to be well-founded, the Supplier will be entitled to redeliver the Products in question or to credit the invoice, at the discretion of the Supplier. If the provisions of this Article are complied with, the Supplier will be fully discharged from his warranty obligations and will not be required to pay any further compensation.
9. The Supplier will never be obliged to take any further action than as stated in the previous paragraph unless in the case of wilful misconduct or gross negligence on the part of the Supplier and/or its directors or executive subordinates, to be demonstrated by the Customer. Products sent by the Supplier to the Customer may only be returned to the Supplier with the Written consent of the Supplier and subject to conditions to be set by the Supplier. The costs of this shall be borne by the Customer, unless it concerns costs of return for which the Supplier has established and acknowledged that these Products have defects for which the Supplier is liable.
10. A complaint does not suspend the payment obligations of the Customer.

**Article 8. Guarantee**

1. The Supplier guarantees that at the time of delivery, the soundness and quality of the Products delivered will be in accordance with the standards set by the competent Dutch authorities and only the accordance with regulations applicable in the Netherlands at the time of delivery.
2. If the Products delivered do not meet the quality standards referred to in Article 8.1, the Customer will only be entitled to a replacement delivery or crediting of the invoices concerning the rejected Products, at the discretion of the Supplier, in accordance with the provisions of Article 7 (Complaints, inspection obligation and claims).
3. The guarantee described in this article only applies if and insofar as the Customer has met its reporting and other obligations as referred to in Article 7.

**Article 9. Liability**

1. Without prejudice to the guarantee provisions as described in Article 8, the Supplier expressly excludes any liability in respect of the Customer for all indirect damage or loss, such as consequential damage or loss and/or loss of profits, intangible loss or harm, missed savings, loss of data and business interruption losses, except for liability for damage or loss caused by wilful misconduct or gross negligence on the part of the Supplier and/or its directors or executive subordinates.
2. If and insofar as the Supplier is in any way liable, for whatever reason, the liability towards the Customer is, for each event, whereby a series of related events count as a single event, limited to compensation of the direct damage up to a maximum of the amount paid out by the insurance company under the business liability insurance taken out by the Supplier. At the request of the Customer, the Supplier will provide information regarding the business liability insurance taken out by the Supplier.
3. If, for whatever reason, the insurance company does not pay out and the Supplier is nevertheless liable (a) the liability per event, whereby a series of related events will count as a single event, will be limited to at most the amount of the price paid on the basis of the Contract, exclusive of VAT. If the Contract is primarily (b) a continuing performance agreement with a term of 1 year or more, the price paid will be set at the total of the compensations that the Customer paid to the Supplier during the 3 months prior to the event giving rise to damage, exclusive of VAT, whereby a series of related events will count as a single event. However, in situation (a) or situation (b) the total compensation for direct damage will never exceed EUR 100,000 per event, whereby a series of related events will count as a single event.
4. Direct damage is exclusively understood to mean
  - a. reasonable costs that the Customer would have to incur in order for the performance of the Supplier to comply with the Contract;
  - b. reasonable costs incurred to determine the cause and the extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
  - c. reasonable costs incurred to prevent or limit damages, insofar as the Customer demonstrates that these costs have led to the limitation of direct damages within the meaning of these terms and conditions.
5. Without prejudice to the provisions of the preceding paragraphs the Supplier is not liable for any loss, regardless of the ground on which a claim for compensation is based.
6. Unless in the case of gross negligence or wilful misconduct on the part of the Supplier and/or its directors or executive subordinates the Customer shall be obliged to indemnify and compensate the Supplier for all claims of third parties engaged by the Customer for compensation, losses or costs in respect of the Supplier with regard to the execution of any Contract between the Supplier and the Customer, If the Supplier should nonetheless be held liable, the provisions in the previous paragraphs shall be fully applicable. The Supplier shall then have a right of recourse against the Customer for the entire amount paid by it in connection with compensation and costs.
7. In all cases in which the Supplier is entitled to invoke the provisions of this article, any employee(s) and legal entities addressed may also invoke them, as if the provisions of this article had been stipulated by the employee(s) and legal entities concerned.
8. If Products are unloaded by employees or auxiliary persons of the Customer, the risks of unloading shall be for the Customer.
9. Any claim for damages shall in any case lapse once three months have passed since receipt of the Products delivered.

**Article 10. Payment and retention of title**

1. Payment must be made within 14 (fourteen) calendar days after the invoice date, by transfer to a bank or giro account number specified or to be specified by the Supplier. The expiry date of a payment period is to be regarded as a strict deadline, unless otherwise agreed In Writing. The Customer will never be authorised, unless with consent of the authorised persons within the organisation of the Supplier to deduct any amount from the invoice amount, to suspend its payment obligation or to set off or balance the invoice amount against any counterclaim the Customer may have against the Supplier. Payment by the Customer must also be made without any form of (conservatory) attachment.
2. The payments made by the Customer serve to first settle any outstanding interest and costs and then to settle the invoices which have been outstanding for the longest time, even if the Customer states that the payment relates to a later invoice.
3. If the Customer fails to comply with the payment agreements, the Supplier will be entitled to suspend its obligations, including its obligations under the guarantee.
4. At all times, even during the performance of the Contract, the Supplier will be entitled to demand an advance payment or any form of security from the Customer for the fulfilment of its obligations, including (but not limited to) security in the form of rights of pledge and bank guarantees. If the Customer fails to comply with this demand from the Supplier, the provisions of article 12.1 (Suspension and termination) will apply equally.
5. If the Customer fails to make payment (or fails to make payment in full or in time), the Customer will, without any further notice of default, owe statutory commercial interest (as referred to in Section 119a of Book 6 of the Dutch Civil Code) on the outstanding invoice amount, from the due date of the relevant invoice to the date of payment in full.
6. Furthermore, the Customer will bear all costs related to the collection of the overdue amount, including the extrajudicial costs, to be calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), as well as the total judicial costs, even if any court order for costs is lower than the costs actually incurred.
7. Notwithstanding the actual delivery, the title to the Products will only pass to the Customer after the Customer has paid all amounts it owes or will owe the Supplier under any Contract in full. If and as long as the Supplier is the owner of the Products, the Customer will not be entitled to sell or otherwise transfer title to the Products, rent out, make available, pledge or otherwise encumber the Products outside the normal course of its business, except with the Supplier's express Written consent. The Customer shall be obliged, immediately on request of the Supplier, to cooperate in establishing a pledge on the claims the Customer has or will have against third parties, such as on account of the onward delivery of Products to its customers. The Customer will store the Products separately from other products, while maintaining any markings applied by the Supplier. The Supplier will be entitled to unrestricted access to the Products that are its property. The Customer will give its full cooperation to the Supplier in order to allow the Supplier to exercise the above-mentioned retention of title by taking back the Products.
8. The Supplier shall be entitled to take back the Products delivered subject to retention of title and that are still present at the Customer's premises if the Customer is in default with the fulfilment of its payment obligations or is at risk of having payment difficulties. The Customer shall at all times grant the Supplier free access to its grounds and/or buildings for the purpose of inspecting the goods and/or exercising the Supplier's rights.

**Article 11. Confidentiality**

Neither Party shall disclose any confidential information of the other Party to any third party without the prior written consent of that other Party and shall not use such confidential information other than for the purposes of the Contract or Order.

**Article 12. Suspension and termination**

1. The Supplier may, in addition to the other rights to which it is entitled, terminate the Contract with the Customer immediately, In Writing and at all times, without any further notice of default and judicial intervention and without being liable to pay compensation to the Customer, or may suspend its obligations:
  - a. if the Customer fails to meet any obligation in respect of the Supplier (which includes any obligations under the law, the Contract or these Terms and Conditions) or if the Customer is reasonable expected to fail to meet such obligation in respect of the Supplier;

- b. if the Customer is declared insolvent or bankrupt, a petition is filed for the Customer's compulsory liquidation or bankruptcy, and/or the Customer itself applies for liquidation, bankruptcy, suspension of payment;
  - c. if the Customer will be allowed to participate in the statutory debt-restructuring scheme for natural persons or if application thereof is requested or the Customer is placed under guardianship and also in case of liquidation of assets of the Customer;
  - d. if the Customer discontinues or transfers all or part of its business activities or changes the objectives of its business;
  - e. if attachment is levied against the Customer and this attachment is not lifted within 30 calendar days of the date of attachment.
2. If one of the situations mentioned in the previous paragraph occurs, each claim the Supplier has against the Customer will be immediately due and payable in full, without requiring a prior notice of default.

#### **Article 13. Provisions remaining in force**

After the termination of the Contract, irrespective of its cause, those provisions shall remain in force which, by their nature, are intended for that purpose. Should individual provisions become invalid for whatever reason, the other provisions shall remain in full force and effect.

#### **Article 14. Governing law and disputes**

1. These Terms and Conditions, all Orders, Contracts and the resulting legal relationship between the Supplier and the Customer are exclusively governed by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods is expressly ruled out.
2. Any and all disputes which may arise in connection with the Order, the Contract or these Terms and Conditions will in the first instance be settled by the competent court in Rotterdam, unless otherwise prescribed by mandatory law. However, the Supplier shall be entitled at any time to submit a dispute to arbitration, in accordance with the Rules of Arbitration of the Netherlands Arbitration Institute (NAI). The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Rotterdam. The proceedings shall be conducted in the English language. The proceedings shall be conducted in the Dutch language in case both parties speak and understand the Dutch language. The arbitral tribunal shall decide in accordance with the rules of law.