

Vegan Visboer B.V. General Terms and Conditions of Sale

1. 1. Definitions

Proposal/Offer	Every proposal made by Vegan Visboer until a Contract is entered into;
Products	The Products to be delivered by Vegan Visboer to or for the Other Party based on the Contract, which are items and/or property rights;
Vegan Visboer	Vegan Visboer B.V. (Dutch Chamber of Commerce file number: 83498236), being the user of the Terms and Conditions;
Contract	Any Contract between the Parties in relation to selling, buying and delivering Products by Vegan Visboer to the Other Party;
Party or Parties	Vegan Visboer and the Other Party and/or each one separately in their own right;
In Writing	By letter, fax, electronic message or writ;
Terms and Conditions	These Visboer B.V. General Terms and Conditions of Sale;
Other Party/Parties	The natural person or persons and/or legal entity or entities to whom Vegan Visboer makes an Offer to supply Products and/or those with whom Vegan Visboer enters into a Contract.

2. Scope

- 2.1. These Terms and Conditions apply to all Offers and Contracts as well as to all furtherance of existing obligations that arise from these.
- 2.2. If the Terms and Conditions have applied to any Contract, they shall apply to any contract or agreement entered into by the Parties thereafter without this having to be agreed upon by the relevant Parties separately unless the relevant Contract in relation to this has been expressly been agreed otherwise In Writing.
- 2.3. The applicability to any Contract of general or specific terms and conditions used by the Other Party is expressly excluded by Vegan Visboer unless and after the referred to terms and conditions have been declared as applicable by Vegan Visboer to a Contract In Writing. Acceptance in this manner of the applicability of terms and conditions the Other Party to a Contract shall never also mean that the terms and conditions shall also tacitly apply to any Contract entered into thereafter
- 2.4. If one or more provisions of the Terms and Conditions should be declared void or should be nullified by the Other Party, the other provisions of the Terms and Conditions shall remain in full force with regard to the Contract. The Parties shall consult each other to replace a void or annulled provision of the Terms and Conditions by a provision that is valid and/or cannot be annulled that fits in as much as possible with the objective and purpose of the void and/or annulled provision.
- 2.5. Insofar as a Contract derogates from one or more provisions of the Terms and Conditions, the provisions in the Contract shall prevail. The other provisions of the Terms and Conditions shall, in this case, remain in full force with regard to the Contract.
- 2.6. If translations have been issued regarding these Terms and Conditions, the Dutch version shall prevail above the version or versions in another language or languages.



3. Offers

- 3.1. Unless expressly stated otherwise, a Proposal shall be without obligation and shall be valid during the term specified in the Proposal. If the Proposal does not specify a term for acceptance, the Proposal shall, in any case, no longer apply fourteen (14) days after the date specified in the Proposal.
- 3.2. A Proposal that is accepted by the Other Party within the period of validity, may be retracted by Vegan Visboer during five (5) working days after the date of receipt of the acceptance by Vegan Visboer without this leading to any obligation of Vegan Visboer to pay any compensation as a result of any damages or losses suffered by the Other Party.
- 3.3. An order specified by the Other Party can be confirmed by Vegan Visboer by means of a confirmation of the order. If the Other Party has not expressed any objections within fourteen (14) days after having received the confirmation of the order, the order already described in the confirmation of the order shall be deemed accepted.
- 3.4. If the Other Party issues data and similar to Vegan Visboer with a view to submit a Proposal, Vegan Visboer may assume the correctness thereof and it shall base its Proposal on this. The Other Party shall indemnify Vegan Visboer for any claim from third parties with regard to the use of the data and similar issued by or on behalf of the Other Party.
- 3.5. A price list or another overview on which prices are specified in general issued to the Other Party by Vegan Visboer cannot be deemed an Offer.

4. Formation of Contracts

- 4.1. 4.1. While observing the other provisions in the Terms and Conditions, a Contract shall only be formed:
 - (a) By the Other Party accepting a Proposal;
 - (b) Through the confirmation of an order In Writing of an order issued by the Other Party (verbal or In Writing) other than based on a Proposal;
 - (c) Because Vegan Visboer actually executes an order of the Other Party.
- 4.2. The Contract shall be instead of and shall replace all other proposals, correspondence, agreements or other communications between the Parties that took place prior to entering into the Contract however much they may derogate from or are contrary to the Contract.
- 4.3. Amendments and/or supplements to the Contract shall only apply after they have been accepted In Writing by Vegan Visboer. Vegan Visboer is not obliged to accept amendments and/or supplements to a Contract and shall be entitled to demand that a separate Contract be entered into. Vegan Visboer is authorised to pass on any costs with regard to the amendments and/or supplements to the Contract to the Other Party.
- 4.4. Undertakings by and agreements with subordinates/employees or representatives of Vegan Visboer shall only commit Vegan Visboer in relation to the Other Party if and insofar these undertakings and/or agreements have been affirmed by Vegan Visboer In Writing or have been confirmed by the Other Party.
- 4.5. A Contract with regard to the sale and delivery of Products by Vegan Visboer to the Other Party can never be qualified as a continuing performance contract (such as a distribution agreement, but not limited to this) unless this has been expressly determined in the Contract. After Vegan Visboer has sold and delivered Products to the Other Party, it shall never be obliged to again enter into Contracts with the Other Party.



5. Prices and rates

- 5.1. Prices specified in a Proposal or Contract are in euros and, unless expressly specified otherwise, exclude costs for packaging, transport and other costs related to shipment, import documents, insurances (for transport or otherwise) and travel time and also exclude turnover tax and/or other levies imposed by the authorities of whatever nature whatsoever.
- 5.2. If an order is issued by the Other Party to Vegan Visboer without a price having been expressly agreed, then it will be executed for the price that applies when the Contract is executed regardless of the prior made Offers or previously used prices.
- 5.3. If four (4) months elapse after the Contract is entered into and its compliance has not yet been completed by Vegan Visboer, an increase of one or more of the price-determining factors may be passed onto the Other Party (at the discretion of Vegan Visboer). The payment of the price increase shall take place at the same time as the payment of the principal sum or the last instalment.
- 5.4. If, however, the increased price that Vegan Visboer wants to use as referred to in Article 5.3 has increased by more than fifteen (15) percent when compared to the original price, the Other Party is entitled to cancel the Contract in relation to the future obligations of Vegan Visboer within seven (7) days after the price change has been announced provided that Vegan Visboer shall, in that case, never be obliged to compensate the Other Party for any damages or losses that the Other Party may have suffered as a consequence thereof.

6. Payment

- 6.1. Regarding the Products to be delivered and/or that have been delivered by Vegan Visboer, Vegan Visboer shall send an invoice to the Other Party.
- 6.2. Payment must be made within fourteen (14) days after the invoice date unless agreed otherwise In Writing. The payments must be made to the bank account that is specified by Vegan Visboer. The instance when Vegan Visboer receives notification from its bank with regard to the credit of the relevant amount determines the moment that the payment is made.
- 6.3. If an invoice is not paid in full within the set period, the Other Party shall be declared in default immediately by operation of law without any further notice of default being required and interest of one (1) percent shall be due and payable from the due date of the relevant invoice (unless the statutory commercial interest rate is higher, in which case, this interest rate shall apply) where part of a month shall be deemed to equate to a whole month. In addition, all extrajudicial collection costs shall be at the expense of the Other Party. These costs are hereby determined to be at least fifteen (15) percent of the outstanding claim by the Parties where a minimum of € 150 shall apply without prejudice to the right of Vegan Visboer to claim the actual extrajudicial costs if these should amount to more.
- 6.4. If the Other Party is in default in relation to paying any invoice as referred to in Article 6.3, all other outstanding invoices shall also be due and payable immediately without this requiring any other notice of default.
- 6.5. Payments made by the Other Party shall be to cover due and payable costs, accrued interest and, next, invoices that are due and payable that are unpaid the longest, respectively, even if the Other Party specifies when making the payment that the payment is for another invoice.
- 6.6. Without prejudice to the provisions of mandatory law, the Other Party is not entitled to suspend or settle any payment obligations towards Vegan Visboer using payment obligations that Vegan Visboer should make to the Other Party.



- 6.7. Vegan Visboer is entitled to settle all claims it can make on the Other Party using any debt that the Other Party and/or entities (legal or otherwise) of the Other Party that Vegan Visboer may be entitled to claim.
- 6.8. All claims that Vegan Visboer has with regard to the Other Party shall be immediately due and payable in the following cases:
- (a) If Vegan Visboer becomes aware of circumstances after entering into the Contract that gives Vegan Visboer good reasons to believe that the Other Party shall not comply with that Party's obligations. This shall solely be at the discretion of Vegan Visboer.
 - (b) If Vegan Visboer has asked the Other Party when the Contract was entered into to provide security regarding compliance as referred to in Article 5.3 and this security is not forthcoming or is insufficient.
 - (c) In case of the Other Party requesting to be declared bankrupt or having applied for a suspension of payments, the Other Party being wound up or being declared bankrupt or - insofar as the Other Party is a natural person - the Dutch Debt Restructuring (Natural Persons) Act (Wet Schuldsanering Natuurlijke Personen; WSNP) becoming applicable to the Other Party.
- 6.9. Vegan Visboer is entitled at all times to demand provision of security or the full or partial advance payment with regard to payment obligations that are due and payable and payment obligations that are not due and payable based on its assessment of the creditworthiness of the Other Party. If and as long as the Other Party remains in default with regard to the requested provision of security or full or partial advance payment, Vegan Visboer shall be entitled to suspend its obligation to deliver.

7. Completion or delivery time

- 7.1. The completion or delivery time specified by Vegan Visboer within the framework of a Contract always concerns an indication and shall therefore never apply as a deadline unless expressly determined otherwise by the Parties In Writing. Exceedance of the agreed completion or delivery time shall never lead to a right to compensation.
- 7.2. The completion or delivery time specified by Vegan Visboer shall start when agreement has been reached regarding all details (technical ones or otherwise), all required data and similar are in the possession of Vegan Visboer and all required terms and conditions for the execution of the Contract have been met.
- 7.3. When determining the completion or delivery time, Vegan Visboer shall assume that it can execute the order under the conditions as they were when the Contract was entered into.
- 7.4. If other conditions than the ones known to Vegan Visboer when the Contract was entered into are involved, Vegan Visboer may extend the completion or delivery time by the time that is required to execute the Contract based on the changed conditions. If the activities cannot be added to Vegan Visboer's schedule as a result thereof, they shall be performed/completed when the schedule of Vegan Visboer allows this.
- 7.5. If obligations are suspended by Vegan Visboer due to a shortcoming of the Other Party, the completion or delivery time shall be extended by the duration of the suspension. If the activities cannot be added to Vegan Visboer's schedule as a result thereof, they shall be performed/completed when the schedule of Vegan Visboer allows this.
- 7.6. Vegan Visboer shall only be in default after exceeding an agreed delivery deadline and/or the delivery deadline after extension based on Articles 7.4 and 7.5 of these Terms and Conditions in relation to Products if Vegan Visboer has received a notice of default In Writing from the Other Party in which Vegan Visboer is given a period of one (1) month to deliver and meeting this is also not forthcoming within this period. The Other Party shall not be entitled to compensation in case of termination unless the exceedance of the aforementioned period is the result of intent or gross negligence on the part of Vegan Visboer's management and/or its managerial staff.



8. Delivery method

- 8.1. The risk for the Products to be delivered to the Other Party shall be transferred to the Other Party ex warehouse of Vegan Visboer and/or the warehouse of a third party engaged by Vegan Visboer ('ex works', as included in the most recent version of the ICC's Incoterms rules) unless it is expressly agreed otherwise in the Contract. All Products shall always be transported at the risk of the Other Party. Unless the Other Party asks Vegan Visboer in a timely manner to insure the Products during the shipment at the expense of the Other Party (and/or it is determined otherwise in the Contract), Products shall be transported uninsured by or on behalf of Vegan Visboer.
- 8.2. Unless expressly agreed otherwise by the Parties In Writing, export and import duties, clearance charges, taxes and possible other charges of the authorities linked to the transport and delivery of the Products by Vegan Visboer shall be at the expense of the Other Party regardless of their nature.
- 8.3. If Products are missing upon delivery, the Other Party must notify Vegan Visboer about this In Writing within five (5) working days. If this is notified after this period has elapsed, the missing Products shall not be credited to the Other Party nor will the Products be delivered at a later date to the Other Party free of charge.
- 8.4. Vegan Visboer shall have met its delivery obligation by making available the Products to the Other Party at the agreed time in its warehouse and/or the warehouse of a third party engaged by Vegan Visboer. The signed delivery document and/or related attachments of the carrier by or on behalf of the Other Party supplies/supply full proof of the delivery by Vegan Visboer of the Products specified in the delivery document and/or related attachments.

9. Retention of title and right of pledge

- 9.1. All delivered Products shall continue to be the sole property of Vegan Visboer until the Other Party has met all obligations that arise or are related to a Contract or Contracts including claims in relation to a penalty, interest and costs. Until that moment, the Other Party must keep the Products delivered by Vegan Visboer separate from other items, must clearly identify them as "the property of Vegan Visboer", must insure them properly and must keep them thus insured.
- 9.2. If the Other Party to which the delivery of the Products is being made is in another territory than the Netherlands, a retention of title as referred to in Article 9.1 shall apply with regard to the relevant Products if and when they are on the territory of the relevant country based on the law of the relevant country in addition to the retention of title specified in Article 9.1 governed by Dutch law provided that, in relation to the Contract, Dutch law shall apply exclusively in relation to the remainder as specified in Article 18.
- 9.3. As long as a retention of title is vested on the delivered Products, the Other Party may not encumber or dispose of them outside the Other Party's normal business operations.
- 9.4. Once Vegan Visboer has retracted its retention of title, it may fetch back the delivered Products. The Other Party shall allow Vegan Visboer to enter the location where the Products are located.
- 9.5. If Vegan Visboer cannot invoke its retention of title because the delivered Products have been mixed, deformed or checked, the Other Party must pledge or encumber with a mortgage the newly formed items to Vegan Visboer.

10. Acceptance and guarantee

- 10.1. The delivered Products shall, in any case, be subjected to an acceptance test by the Other Party within a reasonable period (that shall not be longer than twenty-four (24) hours after completion or delivery) after the execution of the obligations from the Contract by Vegan Visboer. If the Other Party has not reported deficiencies within the



aforementioned reasonable period after completion or delivery In Writing to Vegan Visboer, it shall be assumed that the delivered Products have been accepted by the Other Party and meet the requirement and services laid down in the Contract.

- 10.2. Other deficiencies that could not be seen upon completion or delivery in relation to the delivered Products must be reported within twenty-four (24) hours to Vegan Visboer after discovery and/or after they could have been discovered in all reasonableness In Writing and while providing reasons. Should this not be forthcoming, it shall be deemed that the delivered Products have been accepted by the Other Party and that they meet the requirements and services laid down in the Contract.
- 10.3. Complaints of any nature with regard to the execution by Vegan Visboer of any Contract shall not suspend the payment obligation of the Other Party and can only be made known to Vegan Visboer In Writing.
- 10.4. No obligation whatsoever is vested on Vegan Visboer in relation to a submitted claim if the Other Party has not met all the Other Party's obligations towards Vegan Visboer (financial or otherwise) on time and completely.
- 10.5. A claim regarding Products delivered by Vegan Visboer cannot influence previously delivered or to be delivered Products not even if these Products to be delivered have been or shall be delivered in the execution of the same Contract.
- 10.6. No guarantee shall be issued to the Other Party on Products delivered by Vegan Visboer unless agreed otherwise In Writing.

11. Due dates

- 11.1. Legal actions and other powers of the Other Party of whatever nature in relation to Vegan Visboer with regard to the delivered Products shall no longer apply after twelve (12) months after the date on which the Other Party became aware or could have become aware in all reasonableness of the existence of these rights and powers, but no claim In Writing has been submitted to Vegan Visboer in that respect before this period has elapsed.
- 11.2. If the Other Party has submitted a claim In Writing to Vegan Visboer within the period specified in Article 11.1 in relation to Products that Vegan Visboer has delivered, any legal action shall no longer apply regarding this of the Other Party. This shall also apply if Vegan Visboer has been involved in a law-related manner within a period of four (4) months after receiving the relevant claim at the competent court based on Article 18 of the Terms and Conditions.

12. Termination

- 12.1. If the Other Party does not comply either in full or partially with an obligation or any of the Other Party's obligations by virtue of the Contract, the Other Party shall be in default by operation of law and Vegan Visboer has the right to unilaterally fully or partially terminate the Contract without any notice of default or judicial intervention being required by means of a notice In Writing to the Other Party and/or suspend its obligations by virtue of the Contract without Vegan Visboer being obliged to pay any compensation and without impairment of the rights that Vegan Visboer is entitled to, which shall include the right to full compensation. All claims that Vegan Visboer may have or may acquire in relation to the Other Party in these cases shall be due and payable immediately and in full.
- 12.2. In case of bankruptcy, suspension of payments, closing down, shutdown, being wound up or being taken over or any situation that may be compared therewith of the company of the Other Party or if the Other Party discontinues its company or if a considerable part of the capital or assets of the Other Party have been seized or if the Other Party should no longer be considered to be able to comply with the obligations from the Contract, the Other Party shall be



in default by operation of law and Vegan Visboer shall have the right to unilaterally fully or partially terminate the Contract without any notice of default or judicial intervention being required by means of a notice In Writing without Vegan Visboer being obliged to pay any compensation and without impairment of the rights that Vegan Visboer is entitled to, which shall include the right to full compensation.

13. Liability and insurance

- 13.1. Vegan Visboer shall only be liable for damages or losses that the Other Party suffers and that are the result of a shortcoming in complying with the Contract attributable to Vegan Visboer. However, only those damages or losses shall be compensated regarding which Vegan Visboer is insured and only up to the amount that the insurance company pays in relation to the relevant case.
- 13.2. The following shall not be eligible for payment:
- (a) Financial losses such as, but not limited to, consequential losses, losses due to delays and loss of profits;
 - (b) Damages and losses due to the actions or omissions of the Other Party or third parties contrary to the instructions issued by Vegan Visboer and/or contrary to the Contract and the Terms and Conditions;
 - (c) Damages and losses as a direct consequence of incorrect, incomplete and/or faulty information issued by or on behalf of the Other Party to Vegan Visboer.
- 13.3. If:
- (a) It is not possible or it is not possible based on reasonable conditions for Vegan Visboer to take out insurances as referred to in paragraph 1 at the time of entering into the Contract or to subsequently extend it based on reasonable conditions;
 - (b) The insurance company does not make a payment for the relevant damages or losses; or
 - (c) The relevant damages or losses are not covered by the insurance.
- The payment for the damages or losses shall be limited to the amount that Vegan Visboer has agreed upon for the current Contract (excluding VAT) with the Other Party.
- 13.4. The Other Party shall indemnify Vegan Visboer for all claims of third party due to damages or losses that have occurred due or in relation to the Products delivered by Vegan Visboer.

14. Force majeure

- 14.1. Force majeure is deemed to mean a shortcoming in the compliance with the Contract attributed to Vegan Visboer.
- 14.2. In any case, force majeure as referred to in Article 14.1 is deemed to mean - although not exclusively - a shortcoming as a result of (a) problems in relation to and/or serious disruptions to the production process at suppliers including utility companies, (b) the non-delivery of essential materials by third parties, (c) intent or gross negligence of auxiliary persons, (d) strikes, (e) excessive sickness absence by staff, (f) fire, (g) exceptional weather conditions (such as floods), (h) government measures (on a national and international level) including import and export prohibitions and barriers, (i) war, mobilisation, disturbances, riots, states of siege, (j) sabotage, (k) traffic congestions, (l) machine breakdowns and/or (m) transport delays.
- 14.3. Should force majeure occur, Vegan Visboer has the option to suspend the Contract until the force majeure situation has ended or terminate the Contract in full or in part after having initially chosen to suspend it or not. The Other Party shall not be entitled to any compensation in either case. If the period in which compliance with the obligations is impossible by Vegan Visboer is longer than thirty (30) days, the Other Party is also authorised to terminate the Contract partially (for the future) provided that Vegan Visboer is entitled to send an invoice for the already



performed activities in accordance with Article 14.4. Should partial termination ensue, there shall not be an obligation to pay compensation for (possible) damages or losses.

- 14.4. If Vegan Visboer has already partially fulfilled its obligations or can only partially fulfil them when the force majeure occurs, Vegan Visboer shall be entitled to invoice separately for that part and the Other Party must pay this invoice as if it concerned a separate Contract.

15. Non-disclosure

- 15.1. Both Parties must not disclose any confidential information that they have obtained from each other or from other sources within the framework of their Contract during the duration of the Contract. Information is deemed confidential if this has been imparted by a Party or if it arises from the nature of the information.
- 15.2. If, based on a legal provision or a court decision, Vegan Visboer must impart confidential information to third parties indicated by law or the competent court and Vegan Visboer cannot invoke a legal or a right to refuse to give evidence recognised or permitted by the competent court in relation to this, Vegan Visboer shall not have an obligation to pay compensation or damages and the Other Party shall not be entitled to terminate the Contract.

16. Intellectual property rights

All property rights (intellectual, industrial or otherwise) including but not limited to copyrights and database rights on all Products that are the subject of, arise from and/or are used in complying with the obligations from the Contract between Vegan Visboer and the Other Party are vested on Vegan Visboer. If the aforementioned rights are not vested on Vegan Visboer, the Other Party must cooperate completely with regard to the transfer of the relevant right to Vegan Visboer at the first request.

17. Applicable law and competent court

- 17.1. All Contracts entered into by Vegan Visboer shall only be governed by Dutch law and the application of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 17.2. All disputes between the Parties shall only be resolved by the Court of Law of Overijssel, Zwolle location.

