**General Terms and Conditions of Purchase**

June 2025

# Definitions

#  In these General Terms and Conditions of Purchase ("Terms and Conditions"), the following terms shall have the meanings set out below:

# Order: Any order placed by the Purchaser with the Supplier for the delivery of Products and/or Services.

# Services: All services that are or will be provided to the Purchaser within the framework of an Agreement.

# Defect: Any deviation of the Products from the Specification or the intended use.

# Purchaser: means the following entities:

# Meatless B.V., a private limited liability company, with its registered office in Goes and its statutory seat at Gebr. Spykerstraat 1, 4462GJ Goes, registered in the Trade Register of the Chamber of Commerce under number 22057163;

# Van Oordt the portion company B.V., a private limited liability company, with its registered office in Oud-Beijerland and its statutory seat at L.J. Costerstraat 12, 3261 LH Oud-Beijerland, registered in the Trade Register of the Chamber of Commerce under number 23059295;

# Rafti B.V., a private limited liability company, with its registered office in Wijchen and its statutory seat at Nieuweweg 245, 6603 BM Wijchen, registered in the Trade Register of the Chamber of Commerce under number 10028676; and/or

# Creme de la Cream B.V., a private limited liability company, with its registered office in Zaandam and its statutory place of business at Sluispolderweg 40, 1505 HK Zaandam, registered in the Trade Register of the Chamber of Commerce under number 06085460.

# Intellectual Property: all rights to, and interests in, both registered and unregistered intellectual property rights, including trademarks, trade names, logos, distinctive signs, trade dress, design rights, designs, studies, inventions, copyrights (including rights to published and unpublished works), patents, patent applications, domain names, URLs, internet addresses, websites, software (including reports, scripts, source code, computer systems, and related technical documentation), data, database rights, rights to confidential information, customer lists, know-how, and all other intellectual property rights or similar, corresponding, or equivalent rights thereto, as well as all rights to register such rights or apply for registration thereof, worldwide.

# Supplier: Any legal entity with whom the Purchaser has placed or will place an Order, orders Products and/or purchases Services, or with whom it negotiates an Agreement.

# Products: All goods that are or will be delivered to the Purchaser under an Agreement.

# Agreement: Any agreement (written or verbal) between the Purchaser and the Supplier concerning the delivery of Products and/or Services, including Orders, amendments, additions, and preparatory actions.

# Force majeure: an unforeseeable, non-attributable event or circumstance that temporarily or permanently renders it impossible for a Party to fulfill its obligations under the Agreement, and that occurs beyond its reasonable power and control, without any negligence or insufficient care on its part, on the part of its employees, representatives, or subcontractors. Force majeure shall exclusively be understood to mean: war, threat of war, riots, government measures that make delivery impossible, natural disasters, terrorist attacks, and prolonged general failure of essential utilities.

#  Circumstances such as pandemics, epidemics, strikes, transport delays, delivery problems at suppliers, scarcity of raw materials, labor disputes, fire, water damage, logistical disruptions, and production interruptions are not considered Force Majeure, unless the affected Party demonstrates that these circumstances were objectively unavoidable despite reasonable precautions and adequate alternative measures.

# Term: Any term agreed between the parties, unless expressly stated otherwise in writing.

# Recall or Recall Action: the process whereby the Purchaser or a third party recalls and actively retrieves (end)Products because they are defective or suspected of being defective, are impure or are otherwise wholly or partially unsuitable for the intended purpose.

# Damage: all damage within the meaning of Article 6:95 et seq. of the Civil Code, including, but not limited to, direct damage, indirect damage, consequential damage, special damage, general damage, financial loss, immaterial damage, lost profits, lost savings, reputational damage, loss or damage to data, costs, expenses, and disadvantages, however arising and in whatever way related to or arising from the Agreement.

# Specification: Description of the ordered Products and/or Services drawn up or approved by the Purchaser.

# Confidential Information: means all information, including but not limited to ideas, knowledge, trade secrets, data, personal data, procedures, substances, recipes, samples, and the like, which comes to the Supplier's knowledge in connection with the Agreement and its performance and which the Purchaser has designated as confidential or which the Supplier can reasonably assume to be confidential, as well as all other commercial information relating to the Purchaser in any form whatsoever. However, Confidential Information does not include any information which the Supplier can prove with documentary evidence that the information:

# i. was in the Supplier's full possession prior to disclosure by the Purchaser, without the Supplier having any duty of confidentiality towards the Purchaser or a third party;

# ii. was already generally known or subsequently became generally known at the time of disclosure by the Purchaser, other than through any act or omission of the Supplier;

# iii. was obtained by the Supplier from a third party who was not obliged to keep this information confidential;

# iv. was independently developed by the Supplier without using information provided by the Purchaser; or

# v. must be disclosed by the Supplier on the basis of the law, European and/or national legislation, any provision or regulation of a government-recognized authority, or a binding and final ruling by a court or other government authority. In such a case, the Supplier must immediately inform the Purchaser and cooperate with the Purchaser to limit the scope of the disclosure by the Supplier to what is strictly necessary.

# General

2.1 These Terms and Conditions form part of all Agreements and all legal acts relating to the conclusion of an Agreement between the Purchaser and the Supplier, unless expressly agreed otherwise in writing.

2.2 Any deviating general terms and conditions of sale of the Supplier are hereby expressly rejected. Any reference by the Supplier to its general terms and conditions, for example in an invoice, shall have no effect on the Purchaser, regardless of the manner in which such references are made (verbally or in writing). The purchase or acceptance of Products and/or Services does not imply that the Purchaser agrees to any deviation from the foregoing or that the Purchaser agrees to the Supplier's general terms and conditions.

2.3 Amendments to the Agreement or these Terms and Conditions are only valid if agreed in writing between the Supplier and the Purchaser.

2.4 A change within the meaning of the previous paragraph only applies to the specific Agreement or the specifically mentioned provisions of these Terms and Conditions.

2.5 If (part of) a provision is invalid or void, the other provisions or parts of the provision will remain valid and a replacement provision or part of a provision will be agreed upon in reasonable consultation.

2.6 In the event of translation of these Terms and Conditions, the Dutch version shall prevail.

2.7 In the event of a conflict or inconsistency between one or more provisions of these Terms and Conditions and the Agreement, the Agreement shall prevail with regard to the conflicting or inconsistent provision(s).

2.8 The term "in writing" in the Agreement also includes communication via email, provided that the identity of the sender and the integrity of the content of the email can be adequately established.

2.9 The Purchaser reserves the right to amend the Terms and Conditions at any time and without prior notice to the Supplier. The amended Terms and Conditions will be available to the Supplier at all times on the Purchaser's website.

# Quotations, Orders, and Conclusion of the Agreement

* 1. All costs incurred by the Supplier in connection with the preparation of a quotation and the conclusion of an Agreement shall be borne by the Supplier.
	2. Offers and quotations from the Supplier are binding and cannot be changed after they have been submitted to the Purchaser, unless the changes are to the Purchaser's advantage (such as an (additional) discount).
	3. An Agreement shall only be deemed to have been concluded after and insofar as an Order has been accepted by the Purchaser in accordance with these Terms and Conditions. The Supplier must confirm an Order in writing as soon as possible, but no later than 5 working days after receipt. If the Supplier does not confirm the Order in writing (also possible by email) within 5 working days, the Order shall be deemed to have been confirmed and an Agreement shall be concluded.
	4. The Purchaser is entitled to terminate the Agreement by means of a written statement to that effect to the Supplier, without being obliged to pay any compensation, provided that this is done within 5 working days after the Purchaser has received the Supplier's acceptance of the Purchaser's Order.

# Order process

* 1. The Supplier acknowledges that the Purchaser is under no obligation to purchase any volume other than the volumes specified in the Order and that the Purchaser will not purchase exclusively from the Supplier.
	2. No rights can be derived from forecasts provided by the Purchaser to the Supplier; these are non-binding and represent only reasonable estimates for planning purposes. The Purchaser is expressly not liable for any stocks built up by the Supplier and/or for obligations entered into with third parties on the basis of these forecasts.

# Price

* 1. Unless otherwise agreed, our prices are free at the place of delivery in accordance with ICC conditions. These prices include all deliveries and services provided by the Supplier for the performance of its obligations up to and at the place of delivery, including all applicable taxes and costs, including but not limited to costs for adequate packaging, inspections, tests, certificates, import duties, levies, transport, sales tax and payroll tax, all travel and accommodation expenses, travel time, transport, office, meal, administration and other overhead costs, and the costs charged by third parties engaged by the Supplier.
	2. The Supplier shall not increase the agreed prices during the term of the agreement. In the event that the Supplier is obliged to increase prices on the basis of a mandatory legal provision, the Purchaser shall be entitled to terminate the agreement with immediate effect.
	3. Payment or acceptance by the Purchaser shall in no way imply a waiver of any rights under the Agreement, these Terms and Conditions, or the law.

# Instructions for Packaging and Delivery, Origin of the Products

* 1. The Purchaser will receive a shipping notice/delivery note on the day of shipment for each delivery. The Supplier is liable for the consequences of incorrect delivery of the consignment note. The Purchaser's order numbers and the recipient must be stated on all shipping documents. Each shipment must be accompanied by a properly specified packing slip and all accompanying documentation.
	2. Unless otherwise agreed, the Supplier shall take out transport insurance at its own expense. If the delivery concerns dangerous goods that may be subject to special national and/or international instructions for shipment or export/import, this delivery shall be packaged, marked, and shipped accordingly.
	3. The Supplier shall provide the Purchaser in good time with (copies of) all applicable licenses, documents, information, and instructions necessary for the safe and correct transport, customs clearance, use, handling, processing, and storage of the Products, and with all required certificates of analysis/conformity. If the delivery must comply with the conditions of origin of the EU preferential agreement, the Supplier shall provide the Purchaser with the corresponding certificates of origin and/or provenance.
	4. The Products must be packaged and preserved in such a way as to guarantee protection against external influences or in a manner suitable for the Products.
	5. The Supplier shall take back the packaging material free of charge at the place of delivery.
	6. The delivery terms for the Products are in accordance with the Incoterms as included in the Order and/or the Agreement.

# Partial deliveries, additional deliveries, and insufficient deliveries

* 1. Partial deliveries or partial provision of services are subject to the prior written consent of the Purchaser. Acceptance of a delivery without the prior consent of the Purchaser does not justify early payment of the payment obligations or agreement to additional transport costs.
	2. The Purchaser reserves the right to accept additional or insufficient deliveries in certain cases. The Purchaser has the right to refuse to accept additional deliveries without prior written consent, to store the Products at the Supplier's expense, or to return them.

# Ownership, Industrial Property Rights, Intellectual Property Rights, Confidential Information

* 1. The Purchaser is the owner of all Intellectual Property contained in plans, data, drawings, documents, designs, studies, software, inventions, works, and the like that have been specifically developed or created for the Purchaser under an agreement to which these Terms and Conditions apply. The Supplier shall effect an irrevocable transfer of this Intellectual Property to the Purchaser and shall cooperate fully in this regard, free of any encumbrance, and shall execute all documents and perform all acts necessary to do so.
	2. Drawings, samples, recipes, materials, documents, and resources that the Purchaser has made available to the Supplier for its orders are and remain the property of the Purchaser. They may only be used for their intended purpose and must be returned to the Purchaser upon first request and in any case upon termination of the agreement. The Supplier shall manage all these drawings, samples, recipes, documents, and materials at its own expense and risk and keep them in good condition.
	3. Each Party shall at all times remain the owner of all existing Intellectual Property, and neither Party shall, by operation of these Terms and Conditions, transfer any existing Intellectual Property to the other Party (or to any other party, for that matter).
	4. However, if existing Intellectual Property is incorporated into new Intellectual Property, the Supplier shall ensure that the Purchaser has a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, and freely transferable right to use that existing Intellectual Property for the purpose of using the new Intellectual Property.
	5. The Supplier is obliged to maintain strict confidentiality regarding all Confidential Information made available to it. The Supplier shall not use the Confidential Information provided by the Purchaser for any purpose other than that for which it was provided, nor shall it reproduce it in whole or in part in any way, disclose it to third parties or show it to third parties without the express written consent of the Purchaser. The Supplier is also obliged to maintain strict confidentiality regarding the knowledge and results to which this Confidential Information has led. This clause does not apply if these results are publicly accessible without the Supplier's intervention.
	6. Use of the Purchaser's Intellectual Property is only permitted for the purposes of the Agreement. The Supplier may not use or allow the use of the Products and/or Services manufactured on the basis of Confidential Information and Intellectual Property of the Purchaser or developed according to the Purchaser's instructions. The Supplier may not offer or supply them to third parties.
	7. The Supplier guarantees the Purchaser that the use (including sale or delivery) of the Products and/or Services delivered to the Purchaser does not infringe any Intellectual Property rights belonging to a third party. The Supplier indemnifies the Purchaser against all claims and costs in this regard.
	8. The Supplier must maintain confidentiality regarding all Confidential Information made available to it during the business relationship and may not disclose, publish, or bring to the attention of third parties any Confidential Information without the express written consent of the Purchaser. Employees and third parties engaged by the Supplier to perform the Agreement must be expressly bound in writing by obligations that are no less stringent than the obligations imposed on the Supplier by this Article 8.8 to respect confidentiality if it is unavoidable that they become aware of the Confidential Information and/or Intellectual Property. The Supplier guarantees that these employees and third parties will not act in violation of this confidentiality obligation. The Supplier will also keep confidential all knowledge and results gained through its efforts; this does not apply to those that have already been made publicly available or have become generally known.
	9. The confidentiality obligation and the (publication) prohibitions of this article shall remain in force even after the termination of the agreement between the Supplier and the Purchaser and shall apply for a period of 5 years from the date of disclosure.
	10. If Supplier breaches this Article 8, a penalty of € [200,000] in one lump sum and€ [5,000] per day that the breach continues shall be immediately payable without any notice of such breach being required, without prejudice to Purchaser's right to claim the actual Damages it has suffered as a result of such breach. Such breach shall constitute a material breach.

# Deadlines, Dates

* 1. The delivery time is a strict deadline, failing which rights will lapse. If the Supplier does not deliver the Products and/or Services before or on the agreed delivery time, the Supplier will be in default without further notice of default being required.
	2. Notwithstanding the foregoing, the Supplier shall immediately notify the Purchaser in writing if the Supplier becomes aware that it will not be able to deliver the Products and/or Services or part thereof on the agreed delivery date. In that case, the Supplier shall, at its own expense, take accelerated and additional measures necessary to make up for the delay.
	3. The information provided by the Supplier to the Purchaser in this regard shall not affect the Purchaser's legal rights in the event of non-compliance with the deadline.
	4. Insofar as a contractual penalty for non-compliance with the agreed deadlines has been agreed upon and insofar as that case arises, the Purchaser may set off these penalties against invoices for the delivery of Products and/or Services. A penalty due shall apply regardless of the final receipt of the Products and/or Services.

# Transfer of risk and ownership, acceptance

* 1. The Products and/or Services remain at the expense and risk of the Purchaser until they have reached their destination, in accordance with the applicable Incoterm as included in the Agreement.
	2. Ownership of the Products shall pass from the Supplier to the Purchaser at the time of delivery, unless (i) otherwise agreed between the parties, or (ii) if the goods are rejected by the Purchaser in accordance with the provisions of Article12 .

# Invoice, payment

* 1. Invoices shall be submitted as specified in the purchase order or other confirmed agreements of the Purchaser, and paid within the maximum legal term applicable on the date of the invoice after full delivery free of defects, completion of the service(s) or, in the case of performance-related service(s), after their acceptance for each Order, stating the respective order details. Supplier shall comply with the Purchaser's invoicing routines (including e-invoicing, if applicable) and shall provide invoices with the relevant and correct address, purchasing entity, reference or purchase order number, and the date of the Order. Incorrectly specified invoices may result in delays in payment and will be returned to Supplier.
	2. Unless otherwise agreed in writing, properly submitted invoices shall be paid by the Purchaser within 60 calendar days. The payment term shall commence upon the Purchaser's acceptance of the Products and/or Services in accordance with these Terms and Conditions. The Purchaser shall only pay the payment costs incurred by the Purchaser's bank. The Purchaser shall be solely responsible for the transaction costs charged by its own bank; all other payment costs shall be borne by the Supplier.
	3. Payment by the Purchaser does not in any way constitute a waiver of any rights under the Agreement, these Terms and Conditions or the law. Payment cannot be regarded as any acknowledgment by the Purchaser of the soundness of the Products delivered and/or the Services performed and does not release the Supplier from any liability.
	4. Payment releases the Purchaser from all payment obligations arising from the relevant Order and cannot be regarded by the Supplier as payment of any other alleged claim of the Supplier against the Purchaser.
	5. All deliveries shall be supported by legal, agreed, and appropriate transport and delivery documents. Services documented by a weekly report per employee, duly approved by an identified representative of the Purchaser, shall be attached to the invoice. The same applies to a fixed-price (lump sum) purchase, which is supported by a provisional or final acceptance document, approved by both parties.

# Inspection, quality control, and defects

* 1. The Supplier must check the delivery and raise any objections. The Purchaser's obligation to inspect is limited to checking the quantity and identity of the Products, visible defects caused by transport or packaging, and random checks of the essential characteristics of the Products. The Purchaser may also request a production or confirmation sample free of charge. The inspection costs shall be borne by the Supplier if the inspected Products and/or materials do not comply with the Specifications or general requirements as set out in the Purchase Order. The Supplier shall cooperate with the Purchaser's inspection and quality control.
	2. The Supplier shall be notified of visible defects as soon as reasonably possible after their discovery by the Purchaser. Any other defects will be reported as soon as reasonably possible after they have been identified by the Purchaser and in any case within the warranty period as specified in Article12.6 . In case of doubt about the quantity, weight, and price, the values determined by the Purchaser during the inspection upon receipt of the Products will apply. Failure to notify the Supplier in a timely manner shall in no way constitute a waiver of claims by the Purchaser.
	3. The Supplier is obliged to deliver Products and/or Services free of defects. More specifically, these must have the characteristics and quality specified in these Terms and Conditions, the Agreement, and in accordance with the Specifications included therein.
	4. In the event of defects upon receipt or if (part of a shipment or a production batch of the) Products and/or Services does not comply with the representations and warranties as included in these Terms and Conditions, the Purchaser may, at its discretion, refuse the entire shipment or production batch without the Purchaser being liable for any payment for part of this shipment or production batch of the Products and/or Services and without any liability towards the Supplier.
	5. In the event of non-compliance with the warranties referred to in Article13 , the Supplier shall, at the Purchaser's first request and without limitation of the other (legal) remedies available to the Purchaser or of the Supplier's obligations under these Terms and Conditions, do the following, at the Purchaser's discretion:
1. repair, improve, or offer a discount,
2. re-deliver the relevant Products and/or Services at no additional cost to the Purchaser, or
3. terminate the Agreement in whole or in part and refund the Purchaser the amount paid for these Products and/or Services.
	1. The Purchaser reserves the right to return rejected Products to the Supplier at the Supplier's expense or to retain them at the expense and risk of the other party. If the rejected Products are stored by the Purchaser, the Supplier is obliged to collect these Products from the Purchaser within 10 working days of receiving a formal request to do so. If the Products are not collected, the Purchaser is free to act at its own discretion. The Purchaser reserves the right to recover the costs incurred as a result of the defect from the Supplier.
	2. Without prejudice to any other rights arising from the agreement or the law, the warranties set out in Article13 shall remain in force for (i) a period of thirty-six (36) months from the date of delivery of the Products, (ii) in the case of Products with an expiry date, until the expiry date, or (iii) any other period as agreed. If the Products can be shown to have been put into use (significantly) later, the warranty period shall commence at the time of commissioning, provided that this takes place within thirty-six (36) months of delivery.
	3. Products that are repaired or replaced within the warranty period are covered by a warranty for the remainder of the original warranty period of those Products, or twelve (12) months after the delivery date of such repaired or replaced Products, whichever is longer.
	4. In case of urgency, if the Supplier cannot be reached and there is a risk of serious damage, the Purchaser has the right to treat/remove the defects at the Supplier's expense and risk or to have them treated/removed by third parties. The Supplier will be immediately notified of these measures.
	5. If the subsequent performance pursuant to Article12.5 is not carried out by the Supplier within a reasonable additional period, if he fails to do so, or if the time limit is excessive, claim compensation instead of performance, reimbursement for unnecessary costs, or repayment of (part of) the price.
	6. The Purchaser, or a third party designated by it, has the right to carry out inspections or audits at the Supplier and/or its subcontractors with reasonable prior notice. These inspections may relate to production, storage, performance of Services, quality control processes or compliance with contractual obligations (including Article 20 Code of Conduct). The Supplier shall cooperate fully, provide access to relevant locations, systems, documents, and information free of charge, and offer appropriate support.

# Guarantees

* 1. The Supplier guarantees to the Purchaser that:
1. all Products and/or Services are suitable for the purpose for which the Agreement has been concluded and meet the Purchaser's reasonable expectations with regard to the (intended) use, properties, and/or soundness of the Products and/or Services, including but not limited to food safety standards;
2. all Products and/or Services strictly comply with the Specifications and all other agreed requirements;
3. all Products will be and remain new, marketable, of good quality and free from all Defects in design, materials, construction and workmanship;
4. all Products strictly comply with the quality standards and approved samples;
5. all Products and/or Services will be designed, manufactured, and delivered in strict compliance with all applicable laws;
6. All Products and/or Services must strictly comply with all European and Dutch regulations and the regulations in the country where they are produced and delivered and all other countries of which the Supplier has been notified or is aware, where the Purchaser will sell products in which the Products are incorporated.
7. all Products and/or Services shall be delivered with all required licenses that remain valid and in force, and with the scope to adequately cover the intended use. In addition, all such licenses shall include the right of transfer and the right to grant sublicenses;
8. all Products and/or Services will be delivered free of all liens and encumbrances;
9. all Products and/or Services must comply with all relevant and applicable Product and/or Service policies (including, but not limited to, procedures and rules relating to corporate social responsibility referred to in these Terms and Conditions).
	1. If the Supplier has carried out studies to obtain the results expected by the specifications (design notes, dimensioning, stability, materials, installation, market studies, etc.), a design guarantee is given, with the obligation to rectify at the Supplier's expense if the results are not achieved. The approval of a design principle or plan by the Purchaser shall in no way affect the Supplier's liability, which in this respect remains the sole party fully and entirely liable. The same applies to any proposals, adjustments, or changes that the Purchaser may require or request. The warranties in these Terms and Conditions are not exhaustive and are not intended to exclude any warranties provided by law, standard warranties of the Supplier, or other rights or warranties to which the Purchaser may be entitled. These warranties shall remain in force after delivery, inspection, acceptance, payment, or resale of the Products and/or Services and delivery, inspection, acceptance, and payment and extend to the Purchaser and its customers.

# Recall

* 1. In the event of a Recall because the Supplier has delivered defective Products, the Supplier shall:
		1. actively and fully cooperate with the Purchaser in determining the cause of the incident that led to the Recall;
		2. provide reasonable assistance in developing a recall strategy and cooperate in supervising and implementing the recall operation and in preparing the reports that may reasonably be required; and
		3. take no action or make any statements regarding the Recall or any involvement of the parties in connection with the Recall, unless expressly approved in writing by the Purchaser.
	2. In the event that the Recall is primarily the result of an error or negligence attributable to the Supplier, including, but not limited to, the supply of defective Products, the Supplier shall indemnify and hold harmless the Purchaser for all Damages suffered by the Purchaser as a result of such recall, including but not limited to refunding to the Purchaser the price paid by the Purchaser for the Products or services, and the reasonable costs of inspection, testing, product withdrawal, destruction costs, customer penalties/ compensation related to the recall, the value of Purchaser's products that contain the Products, have come into contact with them, and/or otherwise must be recalled due to the recall, labor, and shipping. If the parties are equally at fault for such a recall, the parties shall share these losses, damages, liabilities, costs, and expenses equally. This indemnification is unlimited and therefore not limited by Article 15.

# Liability and Insurance

* 1. The Purchaser shall only be liable to the Supplier for Damage if and to the extent that this is expressly stipulated in the Agreement or these Terms and Conditions. In all cases, the Purchaser's liability shall be limited to the invoice amount of the relevant Order, with a maximum equal to the amount actually paid out under the Purchaser's liability insurance. If no payment is made, the liability is limited to the invoice amount of the relevant Order.
	2. The Supplier indemnifies the Purchaser and its affiliated companies against all claims, demands, losses, Damage, and expenses of any nature whatsoever, which are asserted against or incurred by the Purchaser and/or its affiliated companies or a third party, including (but not limited to) those resulting from personal injury, illness, death, damage to property or damage to reputation arising from or in connection with (i) any act, omission or failure of the Supplier (or anyone acting under its direction or supervision or on its behalf), (ii) any defect, unsuitability, contamination, or other imperfection or hazardous substances in the Products, (iii) any breach of any provision of the Terms and Conditions by the Supplier (or anyone acting under its direction or supervision or on its behalf), (iv) any breach of applicable laws and regulations regarding food safety, product safety, labeling, or consumer protection by the Supplier; or (v) as a result of reasonable and necessary emergency measures, for example, public warnings or recalls of defective Products and/or Services, due to a (suspected) defect or danger to public health.
	3. The Supplier shall indemnify the Purchaser, upon its first request, against any action by third parties based on the allegation that one or more of the Products and/or Services supplied by the Supplier infringe the rights of third parties with regard to (part of) the Products and/or Services. The Supplier shall be liable for full compensation of all costs and Damages suffered by the Purchaser and its group companies as a result of third-party claims as referred to above. Approval by the Purchaser of drawings, documents and materials and other communications or information provided by or on behalf of the other party does not affect the Supplier's obligations under this article and these Terms and Conditions. This indemnification is unlimited and is not restricted by Article 15.1.
	4. The Supplier undertakes to take out and maintain adequate insurance covering the risks referred to in this article. At the Purchaser's request, the Supplier shall immediately provide proof of this by means of a copy of the insurance policy and proof of premium payment.

#  Cancellation

* 1. The Purchaser has the right to cancel the Agreement in whole or in part until the moment at which the Supplier has offered the Products to the Purchaser for acceptance, provided that this is not an unreasonably late moment of cancellation at which the Supplier no longer has a reasonable opportunity to limit damage.
	2. In the event of cancellation as referred to in Article 16.1, the Supplier is entitled to compensation for the work demonstrably performed and costs incurred up to that point, provided that these are reasonable and necessary and directly related to the performance of the Agreement.
	3. The Supplier must specify the work performed and costs incurred and substantiate these with relevant documentation.
	4. The Supplier shall transfer ownership of all documents and deliveries that have already been completed up to the time of cancellation after payment of the compensation referred to in Article 16.2. In addition, the Supplier grants the Purchaser the agreed rights of use and exploitation of all results developed up to the moment of cancellation, including but not limited to designs, documentation, and other materials, insofar as these are relevant to the use of the delivered Products.
	5. The Supplier shall not be entitled to any additional compensation, such as compensation for lost profits or other indirect damage, as a result of the cancellation of the Agreement by the Purchaser.

# Termination

* 1. Without prejudice to the legal remedies that the Purchaser may take against the Supplier, the Purchaser may terminate the Agreement in whole or in part with immediate effect and without judicial intervention by notifying the other Party in writing:
1. in the event that the Supplier has committed a serious breach of one of its obligations under the contract and has failed to remedy this within a period of [14] calendar days after being notified of this breach, unless this breach cannot be remedied due to its nature, in which case the contract may be terminated with immediate effect;
2. if bankruptcy proceedings, insolvency proceedings, or (voluntary) liquidation or dissolution proceedings have been instituted against the Supplier, or if a moratorium on payments has been requested or the Supplier has been placed under guardianship;
3. in accordance with Article18 (Force Majeure) of these Terms and Conditions;
4. in the event of a change in control of the Supplier, directly or indirectly; or
5. if the Supplier acts in violation of (European) regulations and/or the Purchaser's Code of Conduct (as defined below).
	1. In the event of termination of the agreement, all work and services already performed will be invoiced in accordance with the contract prices. The Purchaser may require compensation as a result of non-performance for remaining, unperformed services. The Supplier will transfer all products and services delivered up to the time of termination to the Purchaser, including associated documentation and rights of use.
	2. Termination of the Agreement shall not affect the rights and obligations of the parties that by their nature are intended to continue, including Article8 (Ownership, Industrial Property Rights, Intellectual Property Rights, Confidential Information) confidentiality,15 (Liability and Insurance) and24 (Applicable Law and Choice of Forum).
	3. Upon termination of the agreement, for whatever reason, the Supplier shall provide all assistance reasonably required to facilitate the orderly transfer of the supply of the Products to the Purchaser or a successor Supplier designated by the Purchaser.

# Force Majeure

* 1. Neither party shall be liable for any failure or delay in the performance of any term of a contract to the extent that such performance is delayed, impeded, disrupted, or prevented by a case of Force Majeure.
	2. An event shall in any case be deemed to be within the Supplier's control if:

# it is due to a breach of contract or failure on the part of the Supplier and/or one of its subcontractors; or

# there is a local strike, labor dispute or labor conflict, or difficulties or other coordinated action by workers, directly or indirectly, among the personnel of the Supplier, one of its Affiliated Companies and/or one of its subcontractors.

* 1. When a case of Force Majeure occurs, the affected Party shall:

# immediately notify the other Party of such event verbally and immediately confirm this notification in writing; and

# make every effort to limit the effect of such Force Majeure situation on the fulfillment of its obligations under the contract as quickly as possible at the Supplier's expense.

* 1. If the fulfillment of all or a substantial part of the Supplier's obligations under an agreement takes longer than thirty (30) days as a result of Force Majeure, or if it is immediately clear that the Force Majeure situation cannot be remedied, the Purchaser may terminate the agreement by giving the Supplier ten (10) working days' written notice, in which case the surviving provisions of these Terms and Conditions will continue to apply.
	2. If the Purchaser so requests, the Supplier shall take appropriate measures to protect completed or uncompleted parts of its work from deterioration as a result of the premature termination of the agreement and/or the Supplier shall complete the work as instructed by the Purchaser. The Supplier's work shall be remunerated in accordance with the relevant provisions of these Terms and Conditions, provided that the Supplier has fulfilled its obligation to minimize costs and has only incurred costs that are unavoidable and reasonable.

# Data protection

The Supplier is obliged to comply with the respective applicable provisions of the EU GDPR and Dutch data protection legislation, as well as to ensure and monitor compliance with these provisions. In addition, it undertakes to treat all information made available to it in connection with this order as strictly confidential and to use it only for the fulfillment of its contractual obligations. If the transfer of personal data to third parties is necessary for the performance of the Agreement, the Supplier must require them to comply with data protection regulations and to treat the data provided as confidential. The confidentiality obligation does not apply to information of which the contractor was demonstrably aware at the time of receipt or which it has otherwise acquired knowledge of. The Supplier shall process personal data within the meaning of Art. 4 (1) EU GDPR only within the scope of the Order and instructions of the Purchaser, as well as a corresponding written agreement on the processing of the order within the meaning of Art. 28 EU GDPR. In particular, the Supplier shall draw the attention of the employees it employs for the performance of the Agreement to the applicable data protection rules and shall oblige them to comply with these accordingly. The Purchaser shall be entitled to process all data provided to it by the Supplier, taking into account the applicable data protection rules, including personal data. If the Supplier transfers personal data to the Purchaser for the purpose of fulfilling the Agreement, it undertakes to inform the data subjects in accordance with the applicable data protection regulations. The Purchaser shall inform the data subjects if it is required to do so under data protection legislation. For the purpose of the tender, information about the Supplier will be passed on to our affiliated companies. The Supplier may object to the disclosure of information or its use after termination of the agreement at any time in the future. Statutory retention periods remain unaffected.

# Code of Conduct for Suppliers

* 1. The Purchaser respects internationally recognized environmental, labor, and social standards, as described in the Südzucker Group's Code of Conduct for Suppliers (the "Code of Conduct"), available at:

[http://service.suedzuckergroup.com/ZAE/SCoC/Gedragscode\_voor\_leveranciers\_NL.](https://eur04.safelinks.protection.outlook.com/?url=http%3A%2F%2Fservice.suedzuckergroup.com%2FZAE%2FSCoC%2FGedragscode_voor_leveranciers_NL.pdf&amp;data=05%7C01%7CLisa.Goetz%40suedzucker.de%7C3672ca115ef9494ed3dd08da6fb27b2f%7C3266dbb02f4e46b794378576b420b650%7C0%7C0%7C637945109597469809%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&amp;sdata=l5c74WABmWebpTfVLmZ19TYBpztuFHr1Cx6Mo9F01DQ%3D&amp;reserved=0)pdf

* 1. The supplier declares that it is familiar with the Code of Conduct and will conduct its business activities in accordance with it. The supplier undertakes to make reasonable efforts to encourage its own suppliers and subcontractors to comply with similar standards.
	2. The Supplier guarantees that it complies with the principles of the Code of Conduct, including but not limited to: the prohibition of child labor, forced labor, discrimination, corruption, and human rights violations, as well as ensuring safe working conditions, fair wages, and environmental protection.

# Legal requirements and permits

The Supplier shall comply with and observe all requirements, conditions, regulations, and provisions applicable to the Products and/or Services based on laws, regulations, and other rules, including all relevant provisions concerning quality, the environment, safety, health, and safe working conditions. The Supplier must be in possession of, and remain in possession of, all legal or other

prescribed permits relating to and/or necessary for (the performance of) the Agreement. If this is not or no longer the case upon receipt of Products and/or Services, the Supplier undertakes to inform the Purchaser immediately in writing and to provide a copy of relevant information or permits upon first request.

# Provision of Services

24.1 The Supplier guarantees that the Services will be provided with the highest degree of expertise, care, and professionalism, in accordance with generally accepted standards within the Supplier's sector and the agreed Specifications.

24.2 If the Services are performed at the Buyer's or a third party's location, the Supplier shall comply with all instructions and safety regulations and ensure that its personnel behave appropriately.

24.3 The Supplier is obliged to ensure proper planning, progress monitoring, and communication regarding the status of the services.

24.4 The Supplier is only entitled to use specific employees (if named or qualified) for the performance of the Services. Replacement requires the prior written approval of the Purchaser.

24.5 The provisions of these Terms and Conditions apply mutatis mutandis to the provision of Services, insofar as they do not relate exclusively to Products.

# Miscellaneous

* 1. The Supplier is obliged to pass on all relevant obligations under the Agreement in full to its subcontractors. Under no circumstances may subcontractors bring a direct claim against the Purchaser; all claims by subcontractors must be made exclusively through the Supplier.
	2. The Supplier is not entitled to use information about an existing or planned contractual collaboration for marketing purposes or to use it as a reference without the express written consent of the Purchaser. Without the express consent of the Purchaser, it is prohibited to take photographs on our premises and in our companies and to use and/or publish them.
	3. Furthermore, the Supplier is not entitled to suspend its obligations under the Agreement or to set off claims against the Purchaser, unless with the prior express written consent of the Purchaser.
	4. Unless otherwise specified, the Supplier shall not transfer, delegate, or outsource the performance of the Agreement or any part thereof to third parties without the prior written consent of the other Party. The Purchaser may, however, transfer its rights under the Agreement or any part thereof to an affiliated company.
	5. The Supplier acknowledges that the Purchaser does not accept any retention of title that extends beyond the retention of title as referred to in Article 3:92 of the Civil Code. Extensive or extended retention of title will only be accepted if agreed in writing in advance. However, if subcontractors enforce ownership rights, co-ownership rights, or security rights, or proceed with seizure measures, the Supplier shall bear the consequences and costs resulting from such measures, including the Damage suffered by the Purchaser as a result.
	6. Nothing in these Terms and Conditions may be interpreted as a partnership between the Purchaser and the Supplier or as a representative or employee of the Purchaser, and the Supplier is not entitled to bind the Purchaser, contractually or otherwise, in relation to third parties (including but not limited to subcontractors of the Supplier).

# Applicable law and choice of forum

* 1. All agreements between the Purchaser and the other party, including Article 25.2 of these Terms and Conditions, are governed exclusively by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna) is excluded.
	2. All disputes between the parties arising from or otherwise related to these Terms and Conditions and the Agreement or any other agreement between the Supplier and the Purchaser shall be settled exclusively by the competent court in Amsterdam, the Netherlands.