

**GENERAL PURCHASE CONDITIONS**  
**of**  
**Vonia Foods B.V.**

**Article 1 - General**

- 1.1. Vonia Foods B.V. (hereinafter referred to as: "Vonia Foods"), is registered with the Chamber of Commerce under no. 74036270 and is established in Rotterdam, the Netherlands, and has its office at Blaak 40 (3011 TA) in Rotterdam, the Netherlands.
- 1.2. "Seller" means Vonia Foods' other party, being the (potential) seller/supplier or a (legal) person on behalf of the (potential) seller/supplier.
- 1.3. "Agreement" means the agreement and/or further follow-up agreements between Vonia Foods and the Seller.
- 1.4. "Goods" means all goods to be sold and/or to be delivered by the Seller to Vonia Foods pursuant to Article 3:2 of the Dutch Civil Code ("DCC").

**Article 2 - Applicability**

- 2.1. These Conditions apply to all legal relations in which Vonia Foods acts as a (potential) buyer and/or client. This also includes a continuing performance agreement (whether or not implicitly) in force between Vonia Foods and the Seller, following from a series of separate agreements and/or a durable trading relationship between Vonia Foods and the Seller.

**Article 3 - Agreement**

- 3.1. Every offer of the Seller is irrevocable unless the opposite appears explicitly from the offer.
- 3.2. An Agreement between Vonia Foods and the Seller will be concluded after Vonia Foods has acknowledged an offer or quotation from the Seller in writing by means of a confirmation of purchase/order.
- 3.3. The contents of an Agreement will only be proven by the confirmation of purchase/order and any amendment or supplementation thereof by Vonia Foods.

**Article 4 - Price**

- 4.1. The agreed price comprises all costs that are made in connection with the Goods up to and including the delivery. This includes (if applicable) costs of storage and packing, taxes (including clearing costs), other levies, costs of transport and transport insurance, unless otherwise agreed upon explicitly.

**Article 5 - Payment**

- 5.1. Payments will be made in Euros, unless otherwise agreed upon explicitly.
- 5.2. If Vonia Foods does not pay the purchase price for any reason whatsoever, the Seller will grant Vonia Foods a further term for payment of at least fifteen (15) business days.
- 5.3. If Vonia Foods is in default, Vonia Foods will only be obliged to pay the statutory interest on the invoice amount excluding transport costs, VAT and other levies of any nature whatsoever.
- 5.4. Vonia Foods is entitled to set off debts to the Seller with any possible claim that Vonia Foods has on the Seller, for any reason whatsoever.

**Article 6 - Delivery**

- 6.1. Delivery will be made at the time that Vonia Foods takes receipt of the Goods in the agreed place.
- 6.2. Until receipt of the Goods has been taken by Vonia Foods, the Goods will remain at the Seller's expense and risk, irrespective of whether Vonia Foods has taken care of transport. The Seller will see to take out insurance of the Goods during transport and storage until the time that Vonia Foods takes receipt of the Goods, unless otherwise agreed upon.
- 6.3. The terms of delivery mentioned in the confirmation of purchase/order are binding.

**Article 7 - Transfer of ownership**

- 7.1. The ownership of the Goods will pass from the Seller to Vonia Foods at the time of delivery.
- 7.2. The Seller waives all rights and powers that would be due on the basis of the right of retention or the right of complaint.

**Article 8 - Transport documents and other documents**

- 8.1. The Seller's copy of the transport document signed for receipt by the Carrier without remarks will only serve as proof of shipments of the quantities mentioned in the transport document, and also the externally visible condition of the Goods.
- 8.2. The Seller is obliged to provide Vonia Foods at all time with all the documents applicable to the transaction and/or the Goods with observance of the prescribed periods and formalities, in the absence of which the Seller will be fully liable to Vonia Foods for the damage resulting therefrom. This will also apply with regard to compliance with

regulations of the European Union or other national and/or international authorities and governments, including (EC) Regulation No. 178/2002 and the regulations related thereto.

- 8.3. At the time of delivery the Seller be will be obliged to provide Vonja Foods with the required documents and certificates of the authorities, including customs and health and inspection authorities, showing that the Goods can be imported, traded or processed by Vonja Foods within the European Union without any impediment and without the need to comply with further formalities of the authorities.
- 8.4. All costs resulting from the preparation and delivery of the required documents will be for the Seller's account, unless the opposite has been agreed upon explicitly.

#### **Article 9 - Obligations of the Seller**

- 9.1. The Seller will be obliged to take care it that the Goods delivered have been packed carefully and properly, if required provided with a BBD (Best Before Date)-date and all statutory designations required by law, free of foreign objects, contaminations and substances are harmful to health, also in conformity with all legal requirements, i.e. EU regulations and regulations of the country of delivery and (final) destination, and comply with the temperature requirements prescribed by law (also during transport and/or storage).
- 9.2. If the Seller takes care of transport, the Seller will check and record the temperatures of the cold store and freezer and the course of temperatures during transport.
- 9.3. For all Goods the Seller is obliged to use an HACCP- and/or GMP+ system or an applicable hygiene code or quality system that is attuned to the operations, the volume and the nature of the Goods of the Seller. With regard to preparation, handling, storage or distribution of Goods, materials or equipment that come into contact with the Goods (delivered) the Seller is obliged to comply with the legislation and regulations in force in the place of delivery and the place of destination of the Goods and to prove this, if necessary, on Vonja Foods' first request.
- 9.4. Seller is obliged to ensure that the indicated red lines in the reefer container are not exceeded when the reefer container is loaded in order to prevent a disturbance of the air circulation.

#### **Article 10 - Specifications, inspection and complaints**

- 10.1. If the Goods/and or documents in respect of the Goods are not in accordance with the Agreement and/or the specifications set by Vonja Foods, Vonja Foods will be entitled to reject the Goods/and or documents, regardless of whether such was discovered after and/or onward shipment and/or processing or treatment. Vonja Foods will store, or will have others store, the rejected Goods at the Seller's expense and risk. Vonja Foods will never be bound by any period set by the Seller in this respect and/or within which Vonja Foods must complain.
- 10.2. The Seller must immediately collect the rejected Goods from Vonja Foods or at the location indicated by Vonja Foods upon first request and at Seller's own expense, failing which Vonja Foods can return these Goods to the Seller at the Seller's expense and risk without its permission. If the Seller refuses to accept the Goods, Vonja Foods may store these Goods at the Seller's expense and risk, or sell or destroy them.
- 10.3. The preceding provisions leave intact Vonja Foods' right to supplementary or alternative compensation.

#### **Article 11 - Sampling and analysis**

- 11.1. At the time and place of delivery Vonja Foods may have samples drawn, sealed in triplicate, in the customary manner. If at the time of delivery no samples have been taken, this may be done at a later time. In that case the assessment and analysis may only produce a presumption with regard to the quality at the time and at the place of delivery.

#### **Article 12 - Warranty**

- 12.1. The Seller warrants that the Goods/and or documents in respect of the Goods to be delivered comply with the Agreement. This warranty at least includes that:
- a) the Goods have the properties that have been promised;
  - b) the Goods meet the highest quality standards;
  - c) the Goods are free of rights of third parties and are marketable freely and without any restriction(s) in the country of delivery and also in the country of the final destination (including the destination that Vonja Foods has agreed upon with any third party by separate agreement);
  - d) the Goods are suitable for the purpose for which the order has been placed or the Agreement has been concluded;
  - e) the Goods comply with the rules of or by virtue of the law and/or otherwise applicable rules and/or requirements made by Vonja Foods among other things in the fields of quality, health, safety and environment, both in the country of delivery and in the country of final destination;
  - f) the Goods are provided with and accompanied by all data and instructions that are necessary for correct and safe handling;
  - g) the Goods are suitable for consumption;
  - h) the Goods are provided with and accompanied by all the documentation requested by Vonja Foods and otherwise necessary.

- 12.2. The warranty included in Article 12.1 applies irrespective of any transfer of the risk of the Goods to Voniam Foods.
- 12.3. The Seller guarantees the observance of all applicable sanctions and limitations laid down in and following from all relevant American, UN or EU sanctions and export control regulations in force at the time of conclusion of the Agreement and during its performance.
- 12.4. If the Seller fails in the fulfilment of the obligation(s) following from Article 12.1, the Seller will replace the Goods or make up any shortfall at its expense and at Voniam Foods' choice on Voniam Foods' first request, unless Voniam Foods prefers to terminate (*Dutch: opzeggen*) or to dissolve (*Dutch: ontbinden*) the Agreement and all this without prejudice to Voniam Foods' other rights on the basis of Seller's breach/shortcoming, including but not limited to the right to compensation.

#### **Article 13 - Liability, indemnity and insurance**

- 13.1. The Seller is liable for all damage of any nature whatsoever and without any limitation that is suffered by Voniam Foods and/or by later customers or users as a result of a failing in the fulfilment of the obligations of the Seller and/or as a result of a negligent acts or omissions of the Seller or of its personnel or third parties engaged by it or any acts contrary to a contractual or statutory obligation. The Seller's liability extends among other things to damage caused by death or injury, damage to goods of Voniam Foods and of third parties, business interruption and loss of profit or income.
- 13.2. The Seller is obliged to indemnify Voniam Foods for all claims of third parties in connection with the Agreement and/or in connection with the Goods and/or documents delivered by the Seller or through its intermediary and/or in connection with negligent acts or omissions of the Seller or of its servants or any acts contrary to a contractual or statutory obligation. The Seller will also be obliged to indemnify Voniam Foods for all costs involved in a judicial or arbitral procedure, including the integrated costs of legal assistance and extrajudicial costs.
- 13.3. The Seller is obliged to insure its liability for such amounts as is customary in the European (food) industry. The Seller will allow inspection of the relevant insurance policies and hand over an insurance certificate at first request.
- 13.4. Any liability of Voniam Foods for damage of any nature whatsoever will be excluded, except in so far as this damage has been caused by an act or omission of the managing director(s) and/or executive(s) of Voniam Foods, either with the intention to cause damage or recklessly and with the knowledge that this damage would probably result therefrom.

#### **Article 14 - Force majeure**

- 14.1. In the event of force majeure pursuant to Article 6:75 DCC the performance of the Agreement will be suspended in full or in part for the duration of the force majeure period, without Voniam Foods and the Seller being obliged to make any compensation in the matter. If the force majeure situation lasts for more than thirty (30) days, the other party will be entitled to dissolve (*Dutch: ontbinden*) the Agreement by means of a registered letter with immediate effect and without judicial interposition, without any right to compensation.
- 14.2. Force majeure on the part of the Seller will at any rate not mean lack of personnel, strikes, pandemics like COVID, non-performance of third parties engaged by the Seller, failure of auxiliary materials, and liquidity or solvency problems on the part of the Seller.

#### **Article 15 - Performance, suspension, to dissolve the Agreement and/or compensation**

- 15.1. Irrespective of the other powers on the part of Voniam Foods to terminate (*Dutch: opzeggen*) / to dissolve (*Dutch: ontbinden*) the Agreement and apart from the right to claim performance and/or compensation, Voniam Foods will be entitled to suspend the fulfilment of its obligations or to dissolve (*Dutch: ontbinden*) the Agreement in full or in part with immediate effect (without being obliged to make any compensation for that reason) if one or more of the following situations occurs:
- if the Seller does not, not properly or not in time fulfil any obligation and/or warranty following from the Agreement or from these Conditions;
  - if the Seller acts contrary to a statutory obligation or otherwise acts improperly;
  - if the Seller is subject to or under the threat of becoming subject to a suspension of payment or bankruptcy or any part of its property has been attached;
  - if the Seller ceases its activities, resolves on liquidation or otherwise loses its legal personality;
  - if the necessary permits required for the Agreement are withdrawn;
  - if a third party attachment is levied at Voniam Foods at the expense of the Seller.
- 15.2. In case Voniam Foods dissolves (*Dutch: ontbinden*) the Agreement, it will be entitled at its choice by way of compensation to:
- any price difference disadvantageous to Voniam Foods between the contract price and the market value of the relevant Goods and/or services on the day of non-fulfilment, without prejudice to Voniam Foods' right to supplementary or alternative compensation, or;
  - the price difference between the contract price and the price of the covering purchase, without prejudice to Voniam Foods' right to supplementary or alternative compensation.

- 15.3 If Voniam Foods dissolves (*Dutch: ontbinden*) the Agreement, the Seller must, if requested to do so by Voniam Foods, refund any purchase price already paid and, on first request, immediately collect the already delivered Goods in full or in part from Voniam Foods or from a location to be designated by Voniam Foods.
- 15.4 The Seller waives all rights and powers that would be due to it on the basis of the right of suspension.

#### **Article 16 - Transfer of rights and obligations**

- 16.1 Unless otherwise agreed, the Seller may only transfer to third parties rights and/or obligations under the Agreement with Voniam Foods' prior written permission.

#### **Article 17 - Product compliance**

- 17.1 The Seller will only deliver Goods that comply with the European and applicable national regulations in the area of food safety. This includes, among other things, the regulations on hygiene, microbiology, MRL (Maximum Residue Levels), contaminants, traceability and packaging.

#### **Article 18 - Duty to inform and cooperate**

- 18.1 Seller is obliged to provide Voniam Foods in advance or at the latest upon delivery of the Goods with all product-relevant information, specifications and certificates.
- 18.2 The Seller shall report immediately if he knows or has reason to believe that Goods delivered by him are not compliant, not fit for human or animal consumption and/or possibly harmful for human and animal health. This notification shall be made both by telephone at +31(0)10 304 6202 and by e-mail at operations@voniamfoods.nl.
- 18.3 Seller shall cooperate with voluntary and imposed measures such as random checks or requests for information if reasonably necessary for the compliance with and supervision of the food safety of the Goods delivered by Seller.

#### **Article 19 - Recall**

- 19.1 If one of the parties becomes aware of a defect in the Goods delivered (including packaging), this party must immediately inform the other party of this, stating (a) the type of defect, (b) the goods affected, and (c) any other information that may be relevant.
- 19.2 The parties will in consultation take all measures necessary. The measures to be taken may inter alia entail that deliveries and the production of products is stopped, that the stocks of products (whether or not at the premises of customers of Voniam Foods) are blocked and/or that a recall will be made. The Seller must render all reasonable cooperation to the performance of these measures and, in so far as the occasion and/or cause thereof is to be imputed to it, bear the costs thereof, subject to the provisions in the Articles 12, 13 and 15.
- 19.3 The Seller is obliged to keep secret all information concerning measures to be taken or possibly to be taken.

#### **Article 20 - Compliance and sanction rules**

- 20.1 The Seller accepts that on the basis of applicable regulations to prevent money-laundering and financing of terrorism Voniam Foods will report unusual transactions to the competent authorities.
- 20.2 The Seller accepts that on the basis of applicable regulations Voniam Foods may be obliged to identify the Seller and verify the identification. The Seller shall fully cooperate in this respect. Voniam Foods will record and keep the required data in accordance with applicable regulations.
- 20.3 The Seller accepts that the said duty to provide information prevails over the applicable privacy rules.
- 20.4 The Seller guarantees the observance of all applicable sanctions and limitations laid down in and following from all relevant sanctions and export control regulations (including, but not limited to those of the United States and/or the European Union and/or the United Nations) in force at the time of conclusion of the Agreement and during its performance.
- 20.5 Voniam Foods is entitled to terminate (*Dutch: opzeggen*) the Agreement immediately, if it reasonably expects that the Goods are directly or indirectly intended for any country for which a sanction is in force for the relevant Goods in pursuance of the regulations referred to in Article 18.4, without an exemption or permit having been obtained for the purpose from a competent agency.
- 20.6 In pursuance of the termination (*Dutch: opzegging*) of the Agreement under one of the above-mentioned articles, any obligations of Voniam Foods under the Agreement – including any possible obligation(s) to undo – will immediately lapse. The termination will not have retroactive effect. The Seller will indemnify Voniam Foods against any claim, fine or other damage of third parties that follows from or is related to such a termination or violation.

#### **Article 21 - Anti-corruption**

- 21.1 The Seller guarantees that it will comply with all relevant and/or applicable legislation in the field of anti-corruption – including, but not limited to the legislation of the European Union, United States of America, United Kingdom and any other country relevant to the performance of the Agreement – in performing all acts related to the performance of the Agreement.
- 21.2 Voniam Foods is entitled to immediately terminate (*Dutch: opzeggen*) the Agreement if it reasonably suspects that the Seller and/or third parties engaged by the Seller violate the regulations referred to in Article 21.1.

- 21.3 In pursuance of the termination (*Dutch: opzegging*) of the Agreement under one of the above-mentioned articles, any obligations of Voniam Foods under the Agreement – including any possible obligation(s) to undo – will immediately lapse. The termination (*Dutch: opzegging*) will not have retroactive effect. The Seller will indemnify Voniam Foods against any claim, fine or other damage of third parties that follows from and/or is related to such a termination (*Dutch: opzegging*) or violation.

**Article 22 - Limitation period**

- 22.1 All claims against Voniam Foods become time-barred on expiry of one (1) year after the date of the Agreement.

**Article 23 - Continuing performance agreement**

- 23.1 A continuing performance agreement in force between Voniam Foods and the Seller may always be terminated (*Dutch: opzeggen*) by Voniam Foods by written notice of termination with due observance of a notice period of three (3) months, and by the Seller by written notice of termination with due observance of a notice period of six (6) months.
- 23.2 The Seller waives the right to compensation that would (possibly) be due to it, if Voniam Foods terminates (*Dutch: opzeggen*) the continuing performance agreement.
- 23.3 This clause characterizes legally as an independent contractual possibility to terminate (*Dutch: opzegging*) the Agreement. The termination will not have retroactive effect.

**Article 24 - Language**

- 24.1 In the event of deviation between the Dutch text of these Conditions and a translation into a foreign language, the Dutch text will prevail.

**Article 25 - Applicable law**

- 25.1 All legal relationships following from or relating to these Conditions or the Agreement(s) will be governed exclusively by Dutch law. Applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded explicitly.

**Clause 26 - Dispute resolution**

- 26.1 Any disputes following from or relating to these Conditions or the Agreement(s) between Voniam Foods and the Seller will be settled exclusively by the District Court of Rotterdam, the Netherlands, if the Seller's registered office is situated in the European Economic Area ('EEA') and by means of UNUM Arbitration (<https://unum.world/>) in Rotterdam, the Netherlands, under applicability of the UNUM Arbitration Rules, if the Seller's registered office is not situated in the EEA. Regardless of the above provisions of this article, Voniam Foods is always free to submit disputes as referred to above to the competent court of the country in which the Goods are located or will be located – in case they are transported – or the competent court of the country in which the Seller is established.