

GENERAL CONDITIONS OF TRADE

of Slot Frans & Co. B.V., with its corporate seat in 's-Gravenpolder, the Netherlands, version May 2024

ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions of sale the following definitions apply:

Agreement means the agreement (sales confirmation) between Slot Frans & Co. B.V. (hereafter referred to as Slot Frans & Co.) and the Customer based upon which Slot Frans & Co. is obliged to make the delivery.

Customer means any natural person or legal entity with whom Slot Frans & Co. enters into an agreement or with whom Slot Frans & Co. is negotiating such an agreement regarding the performance of the delivery by Slot Frans & Co.

DCC means the Dutch Civil Code.

Delivery means the goods, works and/or services to be supplied by Slot Frans & Co. to the Customer under the Agreement.

Parties means Slot Frans & Co. and the customer jointly.

Party means Slot Frans & Co. or Customer.

Price(s) means the consideration(s) owed to Slot Frans & Co. by the customer for or in relation to the delivery.

Terms and Conditions means these general terms and conditions of sale and delivery.

ARTICLE 2 - APPLICABILITY

- 2.1 These terms and conditions shall apply to all offers and quotations of Slot Frans & Co., to the agreement and to all other juridical acts and/or relationships between Slot Frans & Co. and the customer.
- 2.2 Any modification of or addition to these terms and conditions shall be valid only, if expressly agreed in writing and/or accepted or confirmed in writing by Slot Frans & Co.
- 2.3 Any general conditions of or used by or referred to by the customer, however described, are expressly excluded from applicability. The applicability of such general conditions is explicitly rejected by Slot Frans & Co.
- 2.4 If any provision of the agreement differs from or is contradictory to the substance of these terms and conditions, the substance of the agreement shall prevail.

ARTICLE 3 - OFFER, FORMATION OF THE AGREEMENT

- 3.1 Quotations and offers of Slot Frans & Co. shall always be non-binding and without any obligation and may be subject to cancellation, revocation, or modification at any time.
- 3.2 No agreement between Slot Frans & Co. and the customer is concluded until Slot Frans & Co. has expressly accepted an order or instruction from the customer. Acceptance as aforementioned will take place by the dispatch of a written order confirmation by Slot Frans & Co. to the Customer or as soon as Slot Frans & Co. starts with the performance of the agreement for the benefit of the customer, whichever is the earlier.
- 3.3 All information and data such as, but not limited to colors, weights, capacities, intended results and quantities included in offers, correspondence, catalogues, brochures, instructions, directions, and other communications, whether digital or not, which also includes the website of Slot Frans & Co. and its contents, are as accurate as possible and only binding if this is expressly indicated. However, Slot Frans & Co. cannot be held responsible if deviations there to (may) occur.
- 3.4 Offers of Slot Frans & Co. are based on the data provided by the customer. The customer warrants to Slot Frans & Co. that these data are accurate and complete and the customer is liable for or bears the risk of any additional costs, price increases, delay in the delivery and other consequences of changes, variations and/or errors in these data.
- 3.5 The customer is deemed to have checked the correctness of the offers and order confirmations of Slot Frans & Co. and the data, starting points, assumptions and the like included in them beforehand and is obliged to immediately notify Slot Frans & Co. in writing of any mistakes and/or unclarity, that he discovers or ought to have been covered.

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ARTICLE 4 - PRICE

- 4.1 The price as agreed upon is (solely) for the delivery, i.e., the goods, works and/or services as described in the agreement. Any extra or other goods, works and/or services than those described in the agreement are not included in the price.
- 4.2 All our prices are in Euro and are excluding VAT (unless stipulated otherwise).
- 4.3 We are not held to perform a contract for a mentioned price which evidently is the result of a printing or writing error.
- 4.4 Unless expressly otherwise agreed in writing, the Price shall be Ex-Works within the meaning of the Incoterms 2020.

ARTICLE 5 - PAYMENT

- 5.1 All invoices of Slot Frans & Co. shall be paid in accordance with the terms as embodied in the Agreement and/or the offer of Slot Frans & Co., without any reduction. If no payment term has been agreed upon invoices of Slot Frans & Co. shall be paid for within 14 days of the date of invoice.
- 5.2 In the event of late payment, the customer will be in default by operation of law and will be required to pay interest to us of 1% per month to be calculated as from the due date, whereby a part of a month is deemed to be a whole month, without the necessity for us to send a notice.
- 5.3 The customer shall pay all demonstrably made judicial and extrajudicial costs that Slot Frans & Co. incurs because the customer fails to fulfil its obligations properly and on time.
- 5.4 On Slot Frans & Co. first request, the customer will provide security, whether or not additional, for example in the form of a bank guarantee, for its payment of the compensation due to Slot Frans & Co.. In case such security can or will not be provided by the Customer, Slot Frans & Co. is entitled to request the Customer to make advance payments for the Delivery (or a part thereof).
- 5.5 The Customer shall not set off any debt to Slot Frans & Co. against any claim on Slot Frans & Co..
- 5.6 The Customer will have no right of suspension of any of its payment obligations.
- 5.7 Notwithstanding what there has been agreed between us and the buyer relating the payment times we are entitled to demand prior to the moment of delivery to the buyer that the buyer puts up sufficient security for the payment. If this security for the payment is not put up within the reasonable period of time, fixed by us, or is not put up in a proper way, to be judged by us in our sole discretion, we are allowed to suspend our obligations or remaining obligation pursuant to the agreement by a written notice. Then we are not liable in any way for the possible damage which may be caused by this suspension for the buyer.
- 5.8 We are entitled to rescind the sale agreement, to the extent that it has not yet been performed, if the buyer fails to pay the due sale price within 2 x 24 hours after he has been summoned by letter, telefax or e-mail to pay. In that case we have the right to demand indemnification of the complete damage, which flows from the nonperformance.

ARTICLE 6 - DELIVERY, TRANSFER OF RISK

- 6.1 Slot Frans & Co. may make partial deliveries and issue partial invoices in connection with them.
- 6.2 Delivery terms quoted or agreed upon shall not be final deadlines. The exceeding of the delivery terms therefore shall not lead to a default on the part of Slot Frans & Co. and shall not lead to any liability on the part of Slot Frans & Co. for compensation for whatsoever damages suffered and/or costs made by the customer as a consequence thereof. The agreement cannot be dissolved due to the delivery term being exceeded, unless Slot Frans & Co. fails to deliver within a reasonable term of which Slot Frans & Co. is notified by the Customer in writing after expiry of the initial delivery term.
- 6.3 Slot Frans & Co. is allowed to (apply) reasonable tolerances as far as it concerns to quantity of the delivery, i.e., the amount of goods to be delivered. The customer will accept amounts of goods delivered by Slot Frans & Co. and the price will be adjusted accordingly based on the applied unit prices and/or rates. The delivery of amounts of goods does not give the customer any right towards Slot Frans & Co. for compensation of damages suffered and/or costs made as a consequence thereof.

- 6.4 On the basis of the agreement the customer will have a purchase commitment. Slot Frans & Co., however, will have no obligation to supply and is thus entitled to modify or cancel any agreed deliveries, without being liable for any (possible) damages and/or loss on the side of the customer, in case external circumstances (such as, but not limited to, a change in policy of the credit insurer of Slot Frans & Co.) make this necessary.
- 6.5 Unless expressly otherwise agreed in writing, Slot Frans & Co. will deliver the delivery ex-works within the meaning of the Incoterms 2020.
- 6.6 The moment of delivery will in all events be the time at which the Delivery is made available by Slot Frans & Co. to the customer; in case of an ex works-delivery, the moment that the relevant goods will be made available for transport to the customer. The delivery will in that case be put on transport and carried at the risk of the customer.
- 6.7 If, for any reason whatsoever, the customer fails to accept delivery or timely delivery of the goods offered for delivery in accordance with the agreement, all costs incurred by Slot Frans & Co. in connection with any additional costs of transport, custody and storage of the said goods will be for the customer's account. The risk of the goods will also pass to the customer at the time at which Slot Frans & Co. offers the goods for delivery in accordance with the agreement, also if and when the customer fails to accept delivery, for any reason whatsoever.

ARTICLE 7 - RESERVATION OF OWNERSHIP

- 7.1 Slot Frans & Co. retains the ownership of the goods and/or products delivered or to be delivered as (part of) the delivery until the following will have been fully paid to Slot Frans & Co.:
- (i) the price, prices or other fees owed by the customer to Slot Frans & Co. for or in relation to the delivery or based on the agreement.
 - (ii) claims because of a breach by or on the part of the customer of any agreement with Slot Frans & Co.; and/or
 - (iii) anything that the customer owes to Slot Frans & Co. for any other reason.
- 7.2 If the customer creates a new good wholly or partly out of goods delivered by Slot Frans & Co., this is a good that Slot Frans & Co. causes to create for itself and the customer holds this good for Slot Frans & Co., who is the owner, until all obligations referred to in article 7.1 will have been fully complied with. The customer must mark the good(s) in question as the property of Slot Frans & Co.. If Slot Frans & Co. cannot rely on a right of ownership with regard to the good mentioned above, the customer is obliged to pledge it to Slot Frans & Co..
- 7.3 Notwithstanding the actual delivery, the ownership of the goods delivered by Slot Frans & Co. in connection with the delivery does not pass to the customer until – and therefore not before – everything that he owes or will owe to Slot Frans & Co. under the agreement is paid for fully. Until the time of full satisfaction as mentioned above, the customer is not allowed to pledge the goods in question to third parties or to transfer the ownership to them.
- 7.4 If the customer does not comply with his obligations or if there are good grounds to believe that he will not do so, Slot Frans & Co. will be entitled, without any notice of default being required, to take possession of the goods delivered as (part of) the delivery, by taking or causing to take them back without delay. To this end, the customer is obliged to fully cooperate with Slot Frans & Co., on the latter's first request.
- 7.5 The customer is obliged to mark these goods as being Slot Frans & Co. property and to keep the goods referred to in this article sufficiently separated from other goods and/or products of the Customer and/or third parties, as well as to insure them properly, in any case against the risk of theft, damage and loss.
- 7.6 In the event of attachment, suspension of payment or bankruptcy, the Customer must immediately point out to the bailiff levying the attachment, the administrator, or the trustee the property rights and other rights of Slot Frans & Co. as mentioned above.

ARTICLE 8 – COMPLAINTS

- 8.1 The products to be delivered by us are perishable and the shelf life is largely dependent on the manner of keeping, on which we have no influence anymore after delivery. Therefore, the customer must

- inspect or have the delivered products inspected on delivery to establish whether these in his view comply with the demands and quality agreed upon.
- 8.2 The Customer is obliged to inspect the Delivery of Slot Frans & Co. immediately following the delivery or receipt thereof. If the customer does not submit an objection within 24 hours after receipt of the delivery, the quality of the product and the quantities mentioned on the packing list, delivery notes, invoices or packaging documents are acknowledged by the customer as being correct. Extra requested information must be shared within 24 hours after unloading.
- 8.3 Any complaint of the customer regarding any breach or non-fulfilment of the agreement and/or any defect to the delivery shall be submitted to Slot Frans & Co. in writing. In case of sale with delivery per ocean vessel or inland vessel the customer has waived his right to claim after three working days to be calculated as from the day of delivery in conformity with the agreed delivery conditions.
- 8.4 The customer who refuses to receive our goods on the ground of alleged bad quality is obliged to notify us thereof immediately and anyhow within 6 hours after refusal per email or phone. If we reject the complaint of the customer, he is held to have independent survey carried out and invite us for counter survey immediately, that is to say within 12 hours, failing which he will lose his rights. Making a complaint shall not relieve the customer from its payment obligations towards Slot Frans & Co.
- 8.5 Regarding food products it is so that if we have sold and delivered the goods with a health and quality certificate (for instance the phytosanitary certificate and the Dutch KCB check certificate) issued by the competent authorities, instance or survey bureau, the contents of the health and quality certificate is decisive, except counter proof to be delivered by the buyer, for the question whether or not the agreed quality specifications have been met.
- 8.6 If Slot Frans & Co. considers a complaint to be well founded, Slot Frans & Co. will, at its sole discretion, either repair or replace the delivery (or parts thereof) or compensate the customer with a maximum of the price paid by the customer in connection with the delivery. If applicable, the customer will then on Slot Frans & Co. first request give back the delivered goods to Slot Frans & Co.
- 8.7 If and when the customer processes the delivery, wholly or partly, or allow third parties to process the delivery, the delivery will be assumed to conform with the agreement and to be accepted unconditionally by the customer.
- 8.8 The delivery, i.e., goods delivered by Slot Frans & Co. may be subject to requirements or limitations under laws and standards in the country of delivery and/or processing of the goods. The customer shall be exclusively responsible for ensuring compliance with all laws and standards associated with the intended and actual use of the delivery and obtaining all necessary approvals, permits or clearances for such use.

ARTICLE 9 - LIABILITY

- 9.1 The repair, replacement, or compensation of (a part of) the Delivery is the sole and only right of the Customer towards Slot Frans & Co. for and in relation to any shortcoming of and/or damages caused by Slot Frans & Co. in relation to the fulfilment of its obligations arising out of the Agreement. Slot Frans & Co. shall in no case and under no circumstances be liable for any damage suffered on the part of the Customer, irrespective of whether this damage is a result of acts on the side of Slot Frans & Co. itself and/or third parties that are engaged by Slot Frans & Co., unless the said damage results from willful intent or gross negligence exclusively on the part of Slot Frans & Co. executive staff.
- 9.2 The Customer shall report any damage incurred to Slot Frans & Co. in writing as quickly as possible, however at the latest within three (3) days after it was occasioned or became known. Any damage not reported within this term shall not be eligible for compensation by or on behalf of Slot Frans & Co..
- 9.3 All legal claims of the customer against Slot Frans & Co. will in any event expire after one (1) year, to be counted from the date on which the relevant delivery which gives rise to such claims has been made by Slot Frans & Co..
- 9.4 Without prejudice to the provisions of the previous article any (remaining) liability of Slot Frans & Co. in all cases will be limited to the Price actually paid for by the customer for or in relation to the Delivery made by Slot Frans & Co. and that has caused and/or attributed to the damages suffered by the customer and/or third parties.
- 9.5 The customer will indemnify Slot Frans & Co. against all claims of third parties on any basis whatsoever in connection with the Delivery, i.e., goods delivered by Slot Frans & Co. to the customer – and the use

thereof, in whatever way – or in connection with services rendered by Slot Frans & Co. to the customer.

ARTICLE 10 - INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights in respect of the Delivery or a part thereof shall vest in Slot Frans & Co.. Without Slot Frans & Co. prior permission in writing, the customer shall not reproduce, publish or imitate the delivery, in whole or in part.
- 10.2 The customer may trade in goods originating from Slot Frans & Co. only under the brand, logo, trade name and specifications under which the goods were delivered to the customer. The customer may not change the quality of the goods it purchased from Slot Frans & Co., including their labelling, imprints, and instructions, unless otherwise agreed.
- 10.3 The agreement does not contain any assignment of any intellectual property rights as part of the delivery (and any related documents) to the Customer.

ARTICLE 11 - CONFIDENTIALITY

- 11.1 The Customer shall keep absolutely secret all information (including ideas, knowledge, trade secrets, data, procedures, substances, samples and the like) originating from Slot Frans & Co., which comes to the Customers 'knowledge in connection with the Agreement and the execution thereof and which Slot Frans & Co. has designated to be confidential or which the Customer can reasonably assume to be confidential ("Confidential Information"). The Customer shall restrict access to Confidential Information to the persons who need to know this information for the purposes of the Agreement and/or the execution thereof. Except with the prior written permission of Slot Frans & Co. the Customer shall not disclose or make public the Confidential Information or any part thereof to any person, firm, company or other entity and the Customer shall not use the Confidential Information or any part thereof for any other purpose than for the agreement and the execution thereof.
- 11.2 The obligation to observe secrecy referred to in article 11.1 does not apply to information of which the Customer can prove – supported by documentary evidence – that it:
- (i) was fully in his possession prior to disclosure by Slot Frans & Co. without the Customer having an obligation to observe secrecy toward Slot Frans & Co. or a third party;
 - (ii) already was or subsequently came to be common knowledge or available at the time of disclosure by Slot Frans & Co., other than by an act or omission of the customer;
 - (iii) was acquired by the Customer from a third party who was not bound to keep this information secret;
 - (iv) was developed independently by the Customer without any use of information disclosed by Slot Frans & Co.; or
 - (v) must be disclosed by the Customer pursuant to the law, any provision or regulation of a body approved by the authorities or a binding and final decision of a court or other public authority. In such case the Customer shall give Slot Frans & Co. timely written notice to make it possible, in consultation with Slot Frans & Co., to limit the extent of the disclosure by the Customer to what is strictly required.
- 11.3 The Customer shall impose the same obligation as that imposed on it by article 11.1 on his employees or third parties he has engaged in the performance of the Agreement. The Customer warrants that these employees and/or third parties will not act in violation of the obligation of secrecy.

ARTICLE 12 - FORCE MAJEURE

- 12.1 In the case of force majeure on the part of either party the performance of the agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either party being liable to pay any compensation to the other party. If the force majeure situation is reasonably expected to continue for more than one month or has already lasted for one month, the other Party may dissolve the agreement by registered letter effective immediately and without recourse to the courts, without thereby creating any rights to compensation.
- 12.2 'Force majeure' on the part of the Slot Frans & Co. shall in any case include:
- (i) circumstances relating to persons, material(s) and/or energy of which Slot Frans & Co. makes use to execute the agreement of such nature that these prevent proper execution of

the agreement or make it so objectionable and/or unreasonably costly for Slot Frans & Co. that Slot Frans & Co. can no longer be required to perform the agreement or to perform it immediately or without any changes to the agreement;

- (ii) production breakdowns or production cut, whether at Slot Frans & Co.'s premises or at the locations of third parties, suppliers and/or subcontractors engaged by Slot Frans & Co. in relation to the execution of the Agreement;
- (iii) strikes and/or lock outs of the employees of Slot Frans & Co. or Slot Frans & Co.'s third parties suppliers, subcontractors and/or other auxiliary persons;
- (iv) export and/or import restrictions, governmental measures of any kind;
- (v) stagnation or other problems in own transport or transport provided by third parties of the Delivery or a part thereof, including semi-finished products and/or raw materials;
- (vi) the circumstance that any performance of any third-party supplier, subcontractor and/or other auxiliary persons of Slot Frans & Co. and that is relevant for Slot Frans & Co.'s own performance on the basis of the Agreement is not rendered or is not rendered properly or on time;
- (vii) the occurrence at any time of (danger of) war, terrorism, riots, epidemics, pandemics and similar circumstances.

- 12.3 Slot Frans & Co. will inform the Customer of any situation of force majeure as soon as reasonably possible.
- 12.4 Of the calling upon force majeure and/of the rescission, immediately notification must be given by registered letter to the other party.

ARTICLE 13 – SUSPENSION, DISSOLUTION

- 13.1 Only Slot Frans & Co. may, at its sole discretion, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or partly by written notice, without recourse to the courts and with immediate effect and without Slot Frans & Co. being liable to pay any compensation to the Customer, in the event that:
- (i) the Customer fails to fulfil any of its obligations under the Agreement and/or these Terms and Conditions;
 - (ii) the Customer applies for or is granted a suspension of payments or applies for bankruptcy or is declared bankrupt;
 - (iii) the Customer is placed under legal guardianship or administration;
 - (iv) the Customer's enterprise is sold, discontinued and/or liquidated;
 - (v) permits which are required for the performance of the Agreement are revoked; or
 - (vi) an attachment is levied on a significant part of the Customer's assets.
- 13.2 All claims which Slot Frans & Co. may have against the Customer in the situations mentioned in article 13.1 shall be immediately due and payable in full.

ARTICLE 14 - ASSIGNMENT

- 14.1 The Customer may not assign any of its rights and obligations under the Agreement and these Terms and Conditions to third parties without the prior written permission of Slot Frans & Co..
- 14.2 Slot Frans & Co. is allowed, to its sole discretion, to involve third party suppliers, subcontractors and/or other auxiliary persons for and in relation to the fulfillment of the Agreement.
- 14.3 Slot Frans & Co. is allowed to grant a pledge on its rights and/or claims on the Customer to third parties.

ARTICLE 15 - MISCELLANEOUS

- 15.1 The invalidity or unenforceability of one or more provisions of these Terms and Conditions does not affect the validity of the other provisions. In that case, the invalid or unenforceable provision(s) will be replaced by (a) new provision(s) that is (are) as similar as possible in content and purport to the replaced provision(s).

- 15.2 If Slot Frans & Co. concludes an Agreement with one or more natural persons or legal entities jointly, each of these natural persons or legal entities will be jointly and severally liable for the compliance with the obligations under that Agreement and these Terms and Conditions.
- 15.3 If Slot Frans & Co. does not demand performance of any provision of an Agreement and/or these Terms and Conditions within the period stipulated in them, this does not affect his right to require performance, whether later, unless Slot Frans & Co. expressly agreed to the non-performance in writing.

ARTICLE 16 – APPLICABLE LAW AND JURISDICTION

- 16.1 The legal relationship between Slot Frans & Co. and the Customer is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention, unless the position of Slot Frans & Co. under the Vienna Sales Convention is better than its position under the DCC, the Agreement and these Terms and Conditions, in which case the (better) provisions of the Vienna Sales Convention prevail.
- 16.2 All disputes between Slot Frans & Co. and the Customer shall be settled by the competent court of Zeeland, location Middelburg or Breda, the Netherlands. Contrary to the foregoing, Slot Frans & Co. is however entitled, in those cases in which she will act as plaintiff, to choose to have the relevant dispute settled by means of arbitration by the Dutch Arbitration Institute (NAI), with place of arbitration being Rotterdam, the Netherlands.