

General purchase conditions Royal VBF

1. Definitions

In these terms and conditions, the following terms are defined as follows:

1.1. Buyer: Royal VBF, with registered office under its articles of association in Wijk en Aalburg and registered with the Chamber of Commerce under number 18119564, and/or Koninklijke VIV Buisman B.V., with registered office under its articles of association in Wijk en Aalburg and registered with the Chamber of Commerce under number 01047742 and/or H.J. Wijsman & Zonen B.V., with registered office under its articles of association in Wijk en Aalburg and registered with the Chamber of Commerce under number 18114765 and/or D. van der Pol en Zonen B.V., with registered office under its articles of association in Wijk en Aalburg and registered with the Chamber of Commerce under number 18119706.

1.2. Seller: any legal or natural person in the performance of a profession or the operation of a business with which the Buyer places an order for the purchase and delivery of Products.

1.3. Parties: the Seller and the Buyer collectively.

1.4. General Clauses: The General Terms and Conditions of Purchasing of Royal VBF as set out in this document and filed with the Chamber of Commerce on 13 January 2017.

1.5. Agreement: any document signed by both Parties concerning the sale and transfer of Products. This includes (but is not limited to) order slips.

1.6. Product(s): all products and/or services as purchased by the Buyer, including all related services, documentation and/or labelling, and the related knowhow.

2. Applicability

2.1. All orders and all assignments issued by the Buyer to the Seller relating to the purchase and delivery of Products, and every Agreement with the Buyer in connection with the purchase and delivery of Products, are governed exclusively by these General Clauses.

2.2. Applicability of any and all terms and conditions of the Seller is hereby explicitly rejected.

2.3. In cases of contradiction between the provisions of the Agreement and these General Clauses, the provisions of the Agreement prevail. This does not change the fact that all other provisions in these General Clauses remain fully in force.

2.4. Any change or addition to these General Clauses is only valid if explicitly agreed and set out in writing in a document signed by both Parties.

3. Contracting an agreement

3.1. All costs to be incurred by the Seller in the course of an offer are to be borne by the Seller.

3.2. The Seller is obliged to send the Buyer an order confirmation no later than five (5) days after the placement of an order.

3.3. The Buyer is at all times authorized to change the volume and/or qualities of the Products to be delivered. If in the opinion of the Seller the change has consequences on the agreed price and/or moment of delivery, the Seller is obliged to notify the Buyer thereof as quickly as possible, and no later than within two (2) days. The Parties will then consult with each other on the adjustment of the price and/or delivery period.

3.4. The contracting of an Agreement and the resulting legal consequences only go into effect once both Parties have signed the Agreement.

itemized and if the invoice displays the relevant and correct reference or purchase order numbers and date of the order. Invoices must be sent to the contact person designated by the Buyer. Incorrectly itemized invoices will be returned to the Seller, and the payment period is suspended until the moment that a correctly itemized invoice is sent.

4.3. Payment by the Buyer in no way implies a waiver of rights under the Agreement, these General Clauses or the law. Payment can under no circumstances be interpreted as any acknowledgement by the Buyer of the soundness of the Products, and does not discharge the Seller of any liability.

4.4. Payment discharges the Buyer of all payment obligations it bears under the Agreement, and can under no circumstances be qualified as payment of any other claim against the Buyer that the Seller asserts, excepting where such an obligation is derived from a judicial order.

4.5. The Buyer is entitled to deduct payments that the Seller owes to the Buyer from the amount of the invoice.

4.6. The Seller is not authorized to increase the agreed prices during the term of the Agreement. If the Seller is obliged to increase the agreed prices pursuant to a provision of mandatory law, the Buyer is entitled to cancel the Agreement with immediate effect without compensation of any costs incurred by the Seller relating to the cancellation.

5. Delivery, transport, acceptance

5.1. Deliveries are Delivery Duty Paid (to a location designated by the Buyer) in accordance with the most recent version of the Incoterms stipulated in regard to the delivery. Even if the Buyer provides the transport of Products on behalf of the Seller, this transport is at the expense and risk of the Seller.

5.2. The delivery period commences after the contracting of the Agreement in accordance with these General Clauses. The delivery period will be extended equally to the time that the performance of the Agreement is delayed due to force majeure as described in these General Clauses. In the event of force majeure, the Parties will enter into consultations in order to resolve the situation.

5.3. Delivery periods stipulated are qualified as final deadlines. The Seller is in breach by virtue of the simple exceeding of a delivery period, and the Buyer may then rescind the Agreement in whole or in part. Additionally, in the event of late delivery the Buyer is also entitled to compensation of damages. In the event of late delivery, the Seller is in breach without any notice of default being required, and the Buyer is under no obligation to grant an additional term for fulfilment.

5.4. The Seller is obliged to inform the Buyer appropriately and in a timely manner whenever circumstances indicate that a delivery period may be exceeded. Such notification is without prejudice to the rights of the Buyer.

5.5. The Buyer is entitled to postpone the delivery. In that event, the Seller will store the Products, appropriately packaged and isolated and identifiable as the Buyer's goods, at the Seller's expense and risk. Postponement of delivery by the Buyer does not entitle the Seller to penalties or compensation of damages. Early deliveries do not give rise to entitlement to faster payment.

5.6. The Products may not be delivered in partial deliveries. The Products must be packaged and preserved so as to guarantee protection from external influences. In fulfilling this obligation the Seller is obliged to follow the instructions of the Buyer.

5.7. The Seller is obliged to provide the appropriate documentation to the Buyer prior to or upon delivery. The Buyer is free in its use of this documentation. This free use includes the copying of the documentation for the Buyer's own use.

6. Warranty

6.1. The Seller warrants that the Products delivered or to be delivered are in compliance with the agreed specifications, properties and requirements as described in the Agreement. The Seller further warrants that the Products meet all the governmentally mandated provisions applicable in the country of delivery.

6.2. The Seller warrants that the Products are suitable for the intended purpose and use and can be processed for that purpose, and that the Products are at all times of a high and sustainable quality level, and that they meet the requirements as set out in or pursuant to the law and/or the

applicable provisions of self-regulation, including those relating to quality, health, safety and the environment.

6.3. The Buyer is entitled to return any Products it rejects, at the Seller's expense, or to retain custody of said Products at the Seller's expense and risk.

6.4. All Products delivered are backed by a guarantee of at least one year or, for perishable products, are guaranteed at least until the expiration date.

7. Transfer of title

7.1. The Seller warrants that the delivery includes the full and unencumbered ownership of the Products.

7.2. The Products remain at the Seller's expense and risk until they are delivered in accordance with these General Clauses.

7.3. The ownership of the Products transfers to the Buyer at the moment of delivery unless the Buyer rejects the goods.

8. Quality control

8.1. Without prejudice to any right that the Buyer has under the Agreement, these General Clauses or the law, the Buyer reserves the right to inspect, verify and/or test the Products delivered or to be delivered – wherever the Products in question may be found – either directly or through a third party.

8.2. The Seller will cooperate with the quality control. The Seller bears the costs of the quality control. The Seller acknowledges that the Buyer will not conduct a complete intake inspection.

8.3. If any or all of the Products are not in accordance with the specifications and/or warranties, the Buyer may reject the entire shipment of Products without owing any payment for any part of the shipment in question and without any liability towards the Seller. The Buyer will store the rejected Products at the Seller's expense and risk. If any or all of the Products are rejected, the Seller is obliged to remedy the irregularity immediately and to compensate the Buyer for all direct and indirect costs resulting therefrom.

8.4. Acceptance of Products only covers the visible defects.

9. Insurance

9.1. The Seller is obliged to ensure all Products against all risks of fire, theft, storm and water damage and other conventional risks, and to do so in such a way that the insurance policy in question includes a clause stipulating that the insurance also covers goods of third parties.

9.2. The Seller is obliged to contract statutory liability insurance and directors' and officers' insurance valid for the duration of the Agreement.

9.3. Upon request by the Buyer, the Seller will provide a copy of the insurance policies in question.

10. Force majeure

10.1. In the event of force majeure on the part of one of the two Parties, the performance of the Agreement will be suspended in whole or in part as long as the situation of force majeure continues, without either of the Parties being liable towards the other party for any form of compensation.

10.2. In the event of force majeure as described in these General Clauses that lasts longer than thirty (30) days, either Party is authorized to rescind the Agreement.

10.3. Force majeure includes, but is not limited to, the following situations: war, civil unrest, machine failure, one or more vendors of the Seller defaulting for any reason whatsoever, strikes, transport difficulties, fire, water damage, floods, import/export impediments, government measures, and all other circumstances that prevent the delivery of Products by the Seller or the use of such products by the Buyer due to any cause whatsoever.

11. Rescission

11.1. Without prejudice to all other rights accruing to the Buyer, the Buyer is entitled to suspend the performance of this Agreement or to rescind this Agreement in whole or in part without any judicial intervention, while retaining all its rights for compensation of costs and damages:

- If the Seller does not fulfil its obligations under the Agreement or these General Clauses, or does not do so in full or in a timely manner, or if it becomes established that fulfilment without failures in performance will not be possible.
- If the Seller is declared bankrupt or is made subject to or is granted provisional or definitive suspension of payments, if its business is wound up or terminated, or if the Seller otherwise proves to be insolvent.
- If in the opinion of the Buyer fundamental changes arise in direct or indirect ownership or control relationships on the part of the Seller.

11.2. The Buyer is likewise authorized to rescind the Agreement in whole or in part if in connection with the contracting or performance of the Agreement any benefit is or will be offered to a person working for the Buyer, or any such person obtains any such benefit, from or on behalf of the Seller.

11.3. In the event of any situation as described in this article, the Buyer is authorized to require immediate payment of any outstanding claims.

12. Liability

12.1. The Seller is liable for all direct and indirect damages that the Buyer suffers as a result of or relating to a failure in performance of the Agreement, including but not limited to consequential loss, losses resulting from delays, loss of profit, etc.

12.2. The Seller is immediately in breach without notice of default.

12.3. The Seller warrants that no rights of third parties are violated with respect to the Products delivered. The Seller indemnifies the Buyer against all claims of third parties in relation to claims resulting from the Products delivered.

13. Intellectual property rights

13.1. The Seller warrants that the Products or components thereof do not comprise infringement on the intellectual property rights of third parties. The Seller indemnifies the Buyer against all possible claims of third parties that may arise from the violation of their intellectual property rights by the Products or components thereof delivered to the Seller.

14. Confidentiality

14.1. The Seller is obliged to and will ensure that its executives, employees and third parties it engages observe confidentiality in regard to all information about the Buyer that it becomes aware of, even if that information is not designated as confidential, and will refrain from all direct or indirect use of its relationship with the Buyer excepting with the prior consent of the Buyer in writing.

14.2. In the event that the Seller is obliged to disclose information by a court or order of a competent government institution, the Seller will only disclose that information to the extent strictly necessary to comply with its obligations. In such cases the Seller will inform the Buyer of the disclosure of information in advance.

15. Applicable law and choice of forum

15.1. These General Clauses and all Agreements contracted by the Buyer, as well as the manner of contracting said Agreements, are governed exclusively by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

15.2. Any disputes between the Parties arising from or otherwise relating to any Agreement and/or these General Clauses will be adjudicated by the District Court Midden-Nederland, Utrecht location, to the exclusion of all other courts, unless the Buyer prefers a different court.

16. Other clauses

16.1. If one or more clauses of these General Clauses prove to be invalid or are declared by a court to be ineffective, the other clauses remain fully in force. The Parties will enter into consultation in order to reach an agreement on a replacement clause comprising the spirit of the invalid or ineffective clause to the maximum possible extent.

16.2. These General Clauses are drafted and filed in the Dutch language. Even if the Buyer provides the Seller with a translated version of these General Clauses, should a conflict emerge at a later stage the Dutch version will be decisive for the explanation and interpretation.

16.3. The Seller may only transfer an obligation under the Agreement to a third party with the written permission of the Buyer. Reasonable conditions may be attached to this permission.

These General Clauses were filed with the Chamber of Commerce on 13 January 2017.