

General terms and conditions of:

Ramatra B.V.

Kortewijk 11

9311 TC Nieuw-Roden

Netherlands

Registration number Chamber of Commerce in Groningen: 04069434

Article 1: Applicability, definitions

1. These terms and conditions shall apply to all offers and to all purchase and sale agreements of Ramatra BV established in Nieuw-Roden (NL), hereinafter referred to as 'the user'.
2. The buyer or client shall be referred to below as 'the other party'. If a provision below specifically refers to the situation in which the other party is a natural person not acting in the exercise of a profession or business, it shall be referred to as 'the consumer'.
3. Provisions that deviate from these terms and conditions shall only form part of the agreement concluded between the parties if and insofar as the parties have expressly agreed to this in writing.
4. In these general terms and conditions 'in writing' shall also mean: by e-mail, by fax or by any other means of communication which, in view of the state of the art and generally accepted views, can be equated with this.
5. In these general terms and conditions, 'goods' shall mean both perishable and perishable goods.
6. In these general terms and conditions, 'perishable goods' shall mean fresh food products or other products which deteriorate in quality due to the expiry of a relatively short period of time.
7. In these general terms and conditions, 'perishable goods' means frozen food products or other food and beverage products with a relatively long shelf life as well as all other products that do not have a shelf life.
8. The possible inapplicability of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions.
9. The other party cannot invoke the fact that the general terms and conditions have not been handed over if the user has already handed over the same general terms and conditions to the other party several times and referred to them.

Article 2: Agreements

1. Verbal agreements shall be binding on the user only after they have been confirmed in writing by the user or as soon as the user has commenced with the other party's consent.
2. Supplements or amendments to the general terms and conditions or otherwise amendments or additions to the agreement shall only become binding after written confirmation by the user.

Article 3: Offers, tenders, prices

1. All offers, quotations, price lists etc. of the user are without obligation, unless they contain a term for acceptance. If an offer or quotation contains a non-binding offer and this offer is accepted by the other party, the user shall be entitled to withdraw the offer within 2 working days of receiving the acceptance.

2. The prices charged by the user as well as the prices mentioned in offers, quotations, price lists, etc. are exclusive of VAT and any costs. These costs may comprise, among other things, transport and pallet costs, insurance costs, document and administration costs and invoices from engaged third parties. All this, unless explicitly stated otherwise in writing.

An agreed price is based on the cost prices, wages, social charges, contributions, taxes or other cost types applicable at the time of acceptance and is exclusive of turnover tax, transport and pallet costs, insurance costs, document and administration costs unless expressly agreed otherwise in writing. If after acceptance of the order one or more of the aforementioned price components are increased, Ramatra BV shall be entitled to increase the agreed price accordingly.

3. A composite quotation does not oblige the user to supply part of the items included in the offer or quotation at a corresponding part of the price.

4. Prices in offers shall be based on information provided by the other party upon request or order. Should this information subsequently change, this may have consequences for the prices.

5. Offers, quotations and prices shall not automatically apply to repeat orders.

6. If the other party's acceptance deviates from the offer, the user shall not be bound by it. No agreement shall then have been concluded, unless the parties have expressly agreed otherwise in writing.

7. Samples and models shown and/or provided, as well as indications of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on the website of the User shall be as accurate as possible, but shall only serve as indications. No rights may be derived from these, unless the parties have expressly agreed otherwise in writing.

8. The samples and models referred to in the previous paragraph shall at all times remain the property of the user and must be returned at the user's first request, unless the parties have expressly agreed otherwise in writing.

9. a. If between the date of concluding the agreement and the execution of the agreement, changes are made by the government and/or trade organizations to wages, working conditions or social security etc., the user shall be entitled to pass on the increases to the other party. Should a new price list by the user come into force between the above-mentioned dates, the user shall be entitled to charge the other party the prices stated therein.

b. For the agreement concluded with the consumer, price increases may be passed on or charged 3 months after the conclusion of the agreement. In case of price increases within a shorter period than 3 months, the consumer is authorized to dissolve the agreement.

Article 4: Engagement of third parties

If and insofar as required for the proper execution of the agreement, the user shall be entitled to have certain deliveries carried out by third parties. All this at the discretion of the user.

Article 5: Delivery, delivery periods

1. The other party shall grant Ramatra BV a reasonable term for delivery of the goods it has purchased. Agreed delivery terms shall not be considered terms to be observed on penalty of forfeiture of rights, but shall be observed by Ramatra BV as much as possible. In case of late delivery, Ramatra BV should therefore be given written notice of default. The right to dissolve the agreement on the grounds of exceeding the delivery term shall only exist if such exceeding of the delivery terms exceeds reasonable limits.
2. Delivery shall take place on the basis of the Incoterms 2020 ICC. Shipment transport shall take place ex-factory/distribution center, unless otherwise agreed. From the moment of delivery, the (subsequent) transport of the delivery is at the expense and risk of the other party. Party shall in any case insure its own interest in the transport, unless expressly agreed otherwise in writing. Standard Incoterm is EXW unless otherwise agreed and stated on the delivery confirmation.
3. The other party guarantees the required import documents as well as their correctness and completeness. If Ramatra BV suffers direct or indirect damage due to a violation of the provisions in the previous sentence, the other party shall be obliged to indemnify and compensate it as referred to above.
4. Unless the parties have agreed otherwise, the transport of the goods shall take place in the manner most favorable to Ramatra BV. Ramatra BV is obliged to appoint the carriers and/or forwarders unless the parties have agreed otherwise.
5. If delivery of goods takes place in parts, Ramatra BV is entitled to regard each delivery as a separate order.
6. The other party is obliged to take delivery of the purchased goods within the agreed term. Failing this, Ramatra BV shall be entitled, at its discretion, in accordance with the provisions of Section 6:60 of the Dutch Civil Code (B.W.), to claim that the competent court releases Ramatra BV from its obligation to deliver the agreed goods, or to claim payment of the purchase price of the part of the goods not taken, without prior notice of default. If the other party fails to fulfil its payment obligation, Ramatra BV shall be entitled to declare the agreement dissolved without judicial intervention. If the other party fails to take delivery of the purchased goods within the agreed term in accordance with the above and Ramatra BV demands payment of the purchase price, the goods shall be deemed to have been delivered and Ramatra BV shall store the goods at the expense and risk of the other party, against compensation of the costs arising therefrom.
7. If no term for acceptance has been agreed, Ramatra BV shall be entitled to take the measures referred to in the previous paragraph of this article if the goods have not been accepted within thirty (30) days of its invitation to do so.
8. Contrary to the provisions of the fifth paragraph of this article, in the event of delivery on call, the delivery dates or terms shall be set by Ramatra BV in consultation with the other party and confirmed in writing. Unless stipulated otherwise in the order confirmation, the other party shall be obliged to take delivery in full within twelve (12) months in the event of an agreed delivery on call. If, in the opinion of Ramatra BV, the data required for the execution of the order are not in its possession in time, the delivery date shall, after receipt of the data, again be determined in consultation with the other party and confirmed in writing.
9. In the event of delivery in parts, each delivery or phase shall be considered a separate transaction and the user may invoice per transaction.
10. The risk relating to the items delivered shall pass to the other party at the time of delivery. Under delivery within the framework of these general terms and conditions is understood: the moment the goods to be delivered leave the user's premises, warehouse or shop or are at the other party's disposal for collection.

11. Notwithstanding paragraph 3 of this article, in the case of consumers within the framework of these general terms and conditions, delivery shall mean the moment the goods are actually available to the consumer.

12. If it proves impossible to deliver the perishable goods to the other party or if the perishable goods are not collected due to a cause attributable to the other party, the user reserves the right to store the goods at the expense and risk of the other party. After storage, a term of 1 month applies within which the other party must enable the user to still deliver the perishable goods or within which he must collect the perishable goods. All this, unless the user has explicitly set a different term in writing.

13. If the other party remains in default of fulfilling his obligations even after expiry of the period referred to in paragraph 7 of this article, the other party shall be in default and the user shall have the right to dissolve the agreement in writing in full or in part with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay compensation for damage, costs and interest. The user shall then be entitled to sell the perishable goods to third parties.

14. If it proves impossible to deliver the perishable goods to the other party or if the perishable goods are not collected due to a cause attributable to the other party, the user shall make every effort to sell them. If the user does not succeed in selling the perishable goods, he reserves the right to destroy them. If the perishable goods are sold or destroyed as described above, the agreement concluded in this respect shall be deemed dissolved, without prejudice to the user's right to claim compensation for damage and/or lost profit.

15. The above shall not affect the obligation of the other party to pay the agreed and/or stipulated and/or payable price, as well as any storage and/or other costs.

16. The user shall be entitled - with regard to the fulfilment of the other party's financial obligations - to demand advance payment or security from the other party before proceeding to deliver.

Article 6: Progress of delivery

1. The user cannot be obliged to start delivery of the goods before all necessary information is in his possession and he has received any agreed (advance) payment. If delays arise as a result, the given delivery times shall be adjusted proportionally.

2. If deliveries cannot take place normally or without interruption for reasons beyond the user's control, the user shall be entitled to charge the other party for the resulting costs.

Article 7: Packaging

1. The packaging not intended for single use, in which the goods are delivered, remains the property of the user and may not be used by the other party for purposes other than that for which it is intended.

2. The user shall be entitled to charge the other party a deposit for this packaging. The user shall be obliged to take back this packaging at the price charged to the other party. All this, provided that the packaging has been returned carriage paid within a period determined by the user after the delivery date or at a time agreed by parties.

3. If packaging is damaged, incomplete or lost, then the other party shall be liable for this damage and his right to reimbursement of the deposit shall lapse.

4. If the damage referred to in paragraph 3 of this article exceeds the deposit charged, the user shall be entitled not to take back the packaging. The user may then charge the other party for the packaging at cost price, less the deposit already paid.

Article 8: Complaints and returns

1. The other party shall be obliged to check the durable goods immediately on taking delivery thereof. Any visible defects, mistakes, imperfections, deficiencies and/or deviations in quantities must be noted on the consignment note or, as the case may be, the consignment note and reported to the user immediately, but no later than 48 hours after receipt of the perishable goods.
2. Other complaints must be reported to the user by registered letter immediately after discovery. All consequences of not immediately reporting shall be at the other party's risk. Complaints must in any case be reported to the user within 1 year of delivery.
3. The other party shall be obliged to check perishable goods immediately after receiving them. With regard to these perishable goods, complaints of any nature and in any form whatsoever must be reported in writing by the other party to the user within 24 hours of delivery.
4. If the above-mentioned complaints have not been reported to the user within the aforementioned periods, the goods shall be deemed to have been received in good condition.
5. The ordered goods shall be delivered in the packaging in stock at the user. Minor deviations with regard to sizes, weights, quantities, colours, etc. stated shall not be considered a shortcoming on the part of the user.
6. With respect to imperfections in natural products, no complaints can be enforced if these imperfections are related to the nature and properties of the raw material(s) from which the goods are manufactured. All this at the discretion of the user.
7. Complaints shall not suspend the other party's obligation to pay.
8. The user must be given the opportunity to investigate the complaint. If return shipment appears necessary to investigate the complaint, this shall only take place at the user's expense and risk if the latter has given his explicit prior consent to this in writing.
9. In all cases, the goods will be returned in a manner to be determined by the user and in the original packaging.
10. If after delivery the goods have changed in nature and/or composition, have been fully or partially processed, damaged or repacked, any right to complain shall lapse.
11. In the event of justified complaints, the damage shall be settled pursuant to the provisions of Article 9.

Article 9: Liability and warranty

1. Ramatra BV shall only be liable for damage of the other party caused directly and exclusively by Ramatra BV's fault, on the understanding that the compensation shall not exceed the total amount of the insurance excess and the payment made by the insurer. Furthermore, consequential losses, such as, for example, trading losses, stagnation losses and loss of profits, shall not be eligible for compensation. Ramatra BV shall never be liable for other damage of the other party than the aforementioned damage.
2. The other party shall indemnify Ramatra BV for the costs and damages suffered by Ramatra BV as a result of the non-fulfilment of its obligations. The other party shall furthermore compensate all damage caused by it and/or third parties engaged by it.
3. The other party shall indemnify Ramatra BV against all claims and damages of third parties with regard to the goods delivered by Ramatra BV to the other party.

4. If, during the transport of the goods sold by Ramatra BV to the other party, at the request and responsibility of the other party, Ramatra BV also transports goods that are not sold or delivered by Ramatra BV, but by a third party, the other party shall indemnify Ramatra BV against any claims of this third party against Ramatra BV.

5. In the event of a complaint by the other party regarding the quality of the goods delivered and this complaint is declared founded by Ramatra BV, whereby Ramatra BV can be held liable pursuant to Article 9.2, Ramatra BV shall only be obliged - at its discretion - to:

6. a) repair the defective goods, as far as possible;

7. b) deliver replacement goods upon receipt of the defective goods;

8. c) refund pro rata the purchase price paid or credit the invoice already sent, with (partial) termination of the agreement by means of a written statement; or

9. d) in consultation with the other party, pay compensation in any form whatsoever.

10. The other party shall not be entitled to return the delivered goods on the grounds of a non-valid complaint. The costs of returning the aforementioned goods shall be borne by the other party. In that case, Ramatra BV shall be entitled to store the goods at the other party's expense and risk, possibly with a third party.

11. The user shall fulfil its task as may be expected from a company in its line of business, but shall not accept any liability for damage, including death and personal injury, consequential damage, trading loss, loss of profit and/or stagnation damage, that is the result of acts or omissions of the user, its personnel or third parties engaged by it, unless mandatory legal provisions dictate otherwise.

12. The limitations of liability included in this article shall not apply if the damage is due to intent and/or conscious recklessness on the part of the user, its board of directors and/or its managerial staff.

13. Without prejudice to the provisions in the other paragraphs of this article, the user's liability, for whatever reason, shall be limited to the invoice amount of the goods delivered.

14. Without prejudice to the provisions of the other paragraphs of this article, the liability shall at all times be limited to a maximum of the amount of the payment to be made by the user's insurer in the relevant case, insofar as the user is insured for this.

15. The user guarantees the usual normal quality and soundness of the delivered goods; however, the actual life span thereof can never be guaranteed.

16. Should visible faults, imperfections and/or defects occur in the delivered goods which must already have been present at the time of delivery, the user undertakes to repair or replace these goods free of charge, at its discretion.

17. The user does not guarantee and shall never be deemed to have guaranteed that the items delivered are suitable for the purpose for which the other party wishes to treat, process or have them used.

18. If goods delivered by the user are provided with a guarantee by the manufacturer, this guarantee shall apply equally between the parties. The user shall inform the other party about this.

a. The other party loses its rights vis-à-vis the user, is liable for all damage and indemnifies the user against any third party claims for damages if and insofar as the aforementioned damage has arisen as a result of inexpert use and/or use contrary to instructions, advice, directions for use or leaflets of the user and/or inexpert storage (storage) of the delivered goods by the other party;

b. the aforementioned damage came about as a result of errors, incompleteness or inaccuracies in data, materials, information carriers etc. which were provided and/or prescribed to the user by or on behalf of the other party

Article 10: TERMINATION

1. Ramatra BV is entitled to suspend its obligations under the agreement or to dissolve the agreement in full or in part, if and as soon as the other party fails to fulfil any obligation towards Ramatra BV, or fails to do so in a timely or proper manner, in the event of suspension of payment or liquidation of the other party, attachment of (part of) the assets of the company or goods intended for the execution of the agreement, as well as in the event of the shutdown or liquidation of the other party's company.
2. After the possible dissolution, or in case of nullity of the agreement, or any other termination of the agreement due to whatever cause, these General Terms and Conditions shall continue to apply insofar as they have an independent meaning and/or insofar as they have been stipulated to regulate the operation of the agreement dissolution or nullity or termination, including in any case the provisions on delivery, penalty clauses, liability, competence and applicable law.

Article 11: Payment

1. Payment must be made before the transport of the purchased goods, without any deduction, suspension or set-off, to a bank account number specified by Ramatra BV, unless the Parties have agreed otherwise. Payment must be made in euros, unless the Parties have agreed otherwise. Costs related to bank charges shall in any event be fully borne by the other party.
2. Ramatra BV is entitled to suspend the delivery(s) if the other party is in default with its payment obligations.
3. Ramatra BV shall at all times be entitled, at its discretion, to require security for the fulfilment of the other party's payment obligations before delivery or continuation of the delivery or execution of the order. This condition also applies if credit has been stipulated. Refusal by the other party to provide the requested security shall entitle Ramatra BV to dissolve the agreement, without prejudice to its right to compensation of costs and/or loss of profit and/or other losses of Ramatra BV.
4. If the other party's financial situation deteriorates significantly after the conclusion of the agreement, but before delivery of the goods, Ramatra BV shall be entitled to discontinue further fulfilment of the agreement in full or in part, or to demand a change in the terms of payment.
5. The other party's right to set off claims against Ramatra BV is hereby expressly excluded.
6. The total purchase or sales price of an order shall in any case be immediately due and payable in the event of failure to pay the agreed due date on time, if the other party becomes in a state of liquidity, is granted a moratorium, is placed under guardianship, if the goods or claims of the other party are seized, if the other party dies, goes into liquidation or is dissolved, or - if the other party is a natural person - the Natural Persons Debt Rescheduling Act becomes applicable in respect of that person.
7. If payment has not been made in accordance with paragraph 11.1, Ramatra BV shall be entitled to charge the other party interest at twelve per cent (12%) per annum on the outstanding amount after expiry of the aforementioned term, whereby interest on part of a month shall be calculated as a full month.
8. Furthermore, in addition to the principal sum and interest, Ramatra BV is entitled to claim from the other party the extrajudicial costs incurred due to the late payment. Extrajudicial costs shall in any event be due when Ramatra BV has been assisted by a third party for the collection. The extrajudicial costs shall be fixed at 15% (fifteen per cent) of the principal sum excluding turnover tax, with a minimum of fifty euros (€50). In the event that Ramatra BV files for bankruptcy of the other party, in

addition to the principal sum, interest and extrajudicial costs, the other party is obliged to pay the costs of the bankruptcy application.

9. Payments shall, in accordance with Article 6:44 of the Dutch Civil Code (B.W.), first serve to reduce the costs as referred to in paragraph eight, then to reduce the interest due and finally to reduce the principal sum and current interest.

Article 12: OWNERSHIP AND SECURITY

1. Upon delivery, the other party shall become the owner of the goods delivered by Ramatra BV only under a suspensive condition. Ramatra BV shall remain the owner of the goods delivered as long as the other party has not paid its claims in respect of the contract. Ramatra BV shall also remain the owner of the goods delivered for as long as Ramatra BV has a claim for compensation against the other party due to the other party's failure to fulfil such agreements, including claims in respect of penalties, interest and costs.

2. The other party is not authorized to pledge the unpaid goods, to establish a non-possessory pledge thereon, or to establish any other personal or movable right for the benefit of a third party.

3. Without prejudice to the provisions of this article, the other party shall be entitled to sell unpaid goods to third parties, but only in the ordinary course of its business, and on condition that the other party immediately transfers the funds received to Ramatra BV or, if the goods are not sold for cash, immediately assigns the claims obtained to Ramatra BV.

4. If the other party fails to comply with any obligation under the agreement in relation to goods sold, Ramatra BV shall be entitled to take back the goods. As the occasion arises, the other party hereby authorizes Ramatra BV to enter the location where these goods are located.

5. The other party shall be obliged to insure the risk of fire and theft in respect of the unpaid goods and to demonstrate such insurance at Ramatra BV's first request.

Article 13: RIGHT OF RETENTION

1. Ramatra BV shall have the right of retention on all goods of or on behalf of the other party that are under Ramatra BV's control, regardless of the cause, as long as the other party has not fulfilled its obligations towards Ramatra BV.

2. Ramatra BV shall supervise these goods as a good merchant, without the other party being able to assert any right to compensation in case of destruction, partial loss or damage of the goods through no fault of Ramatra BV. The risk for the goods shall therefore remain with the other party.

Article 14: INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. Applying an adaptation or processing to the goods delivered by Ramatra BV, for example applying a (picture of a) trademark to those goods, violating intellectual or industrial property rights of third parties or creating the appearance that those goods have been processed by Ramatra BV, is not permitted. If this is breached, the other party forfeits an immediately payable fine of five thousand euros (€ 5,000.--) per breach, without prejudice to the provisions of the following paragraph.

2. If Ramatra BV has suffered damage, directly or indirectly, due to violation of the provisions of the previous paragraph, the other party shall indemnify and hold Ramatra BV harmless in the manner

referred to above. If Ramatra BV suffered damage directly or indirectly due to a violation of the provisions of Article 9.10 by the other party, the other party shall be obliged to indemnify and compensate Ramatra BV for all claims arising from such violation by the other party.

Article 15: Bankruptcy, disposition, etc.

- 1 Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the other party and the user shall be dissolved without judicial intervention and without any notice of default being required, at the time when the other party:
 - a. is declared bankrupt;
 - b. applies for (provisional) suspension of payments;
 - c. is affected by distraint;
 - d. is placed under guardianship or administration;
 - e. otherwise loses the power of disposition or legal capacity with regard to his assets or parts thereof.
2. The provisions of paragraph 1 of this article shall apply unless the receiver or the administrator acknowledges the obligations arising from the agreement as a debt of the estate.

Article 16: Force majeure

1. In case of force majeure, the user shall be entitled to dissolve the agreement or suspend the fulfilment of his obligations towards the other party for a reasonable period of time without being obliged to pay any damages.
2. For the purpose of these general terms and conditions, force majeure shall mean: a non-attributable failure on the part of the user, third parties or suppliers engaged by him or another serious reason on the part of the user.
3. If there is force majeure when the agreement has been partly performed, the other party shall be obliged to fulfil its obligations towards the user up to that time.
4. Circumstances involving force majeure shall be understood to include: war, riots, mobilization, domestic and foreign disturbances, government measures, strikes and lock-outs by employees or the threat of these and similar circumstances, disruption of the currency relations existing at the time of entering into the agreement, weather conditions, business interruptions due to fire, natural phenomena, transport difficulties and delivery problems caused by weather conditions, road blocks and similar, accidents or other incidents.

Article 17: Dissolution, cancellation, termination

1. a. The other party waives all rights to dissolve the agreement pursuant to article 6: 265 ff. of the Dutch Civil Code (B.W.) or other statutory provisions, unless mandatory provisions dictate otherwise. All this applies subject to the right to cancel or terminate the agreement pursuant to this article.

b. The provisions under a. of this paragraph do not apply to the agreement with the consumer.

2. In the context of these general terms and conditions, cancellation means: the termination of the agreement by one of the parties before the start of the execution of the agreement.

3. Termination shall be understood within the framework of these general terms and conditions to mean the termination of the agreement by one of the parties after commencement of the performance of the agreement.

4. Should the other party terminate or cancel the agreement, it shall owe the user a fee to be determined by the user. The Other Party shall be obliged to compensate the User for all costs, damage and loss of profit. The User shall be entitled to fix the costs, damage and lost profit and - at its discretion and depending on the work already carried out or deliveries already made - to charge the Other Party 20 to 100% of the agreed price.

5. The other party shall be liable to third parties for the consequences of the cancellation or termination and shall indemnify the user in this respect.

6. Amounts already paid by the other party shall not be refunded.

Article 18: Applicable law / Competent court / Settlement of disputes

1. Parties hereby explicitly choose Dutch law as the legal relationship between them.

2. All offers, agreements and the execution thereof shall therefore be governed by Dutch law, to the exclusion of national or international rules of law, if the other party is established outside the Netherlands, that limit the parties' free choice of law (so-called self-executing provisions).

3. All disputes existing between the Parties and arising from or relating to the agreement to which these General Terms and Conditions of Sale and Delivery apply, or with regard to the interpretation or execution of the terms and conditions, both of a factual and legal nature, shall be settled in the first instance by the District Court of Groningen, the Netherlands, unless mandatory law declares another court competent.

4. The provisions of the previous paragraph shall not affect Ramatra BV's right to submit the dispute, in accordance with the normal rules of jurisdiction, to the competent court, or to have the dispute settled by arbitration or binding advice.

Date: 1 January 2025