



General sales
conditions of
Mouw Sourcing B.V.

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Article 1: definitions

The definitions below are used in these general sales conditions ("Conditions").

the Seller: the private company with limited liability Mouw Sourcing BV, (trading under the name: "Spicemasters") having its registered office in Harderwijk, the Netherlands;

the Buyer: the Person with whom the Seller has concluded an Agreement or with whom the Seller is negotiating an Agreement;

the Parties: the Seller and the Buyer;

Agreement: every agreement between the Parties, irrespective of whether it is a framework or individual agreement, with the intent (a) that the Seller supplies spices and/or other goods to the Buyer against monetary payment (contract of sale) and/or (b) that the Seller makes goods available to the Buyer in order to have these sold by the Buyer (consignment contract) and/or (c) that the Seller provides services to the Buyer and/or (d) that the Seller delivers any other performance for the benefit of the Buyer, every change or supplement to this agreement, as well as all factual and legal acts in preparation or performance of this agreement, including offers by the Seller;

Products: all spices and/or other goods and/or services and/or other performances that are the subject of an Agreement;

Person: natural or legal person or partnership without legal personality. "Written" in the sense of these Conditions includes: by fax and email.

Article 2: general

1. These Conditions are - with the explicit exclusion of all other general conditions - applicable to all Agreements. If the Seller at any time does not require strict compliance with these Conditions, this does not mean that the Seller waives its right to require strict compliance with these Conditions in future - whether or not similar - cases. Clauses that deviate from these Conditions are binding only if agreed in writing and apply only to the case in question.
2. All the clauses of these Conditions are stipulated not only for the benefit of the Seller, but also for the benefit of the following Persons, who can at all times rely upon this third-party clause: (i) the directors and the shareholders of the Seller (including its indirect directors and shareholders), (ii) all Persons working for

the Seller, (iii) all Persons engaged by the Seller in the performance of an Agreement, and (iv) all Persons for whose actions or negligence the Seller could be held liable.

3. If one or more provisions of these Conditions and/or an Agreement are void or declared void by a court of law, the remaining provisions of these Conditions and the Agreement will remain in force. The void or voided provisions will be replaced by valid provisions that, taking into consideration the purpose and scope of these Conditions and the Agreement, deviate as little as possible from the original provisions.
4. The Seller is at all times entitled to amend these Conditions.

Article 3: contract of sale and consignment contract

1. If the Buyer obtains Products from the Seller without the Parties having concluded an explicit and written consignment contract, the Parties will be deemed to have concluded a contract of sale.
2. The following applies in the event of a consignment contract:
 - (a) the Buyer will store the Products with due care and diligence;
 - (b) the Buyer will grant the Seller at its first request permission to, during normal working hours, enter the premises where the Products are stored in order to inspect the Products;
 - (c) the Buyer will sell and deliver the Products to third parties in its own name;
 - (d) the Seller is at all times entitled to terminate the consignment contract with immediate effect without stating grounds, in which event the Buyer will lend its full cooperation to the Seller recovering the Products. The Buyer hereby in advance waives any retention rights with respect to the Products and will not impose attachment thereon.

The other articles of these Conditions, including but not limited to article 7 (inspection and complaints) and article 8 (retention of title), also apply (whether or not by analogy) to consignment contracts, except if such is not possible due to the nature of a consignment contract. Insofar as this article 3 paragraph 2 is in conflict with any other article or paragraph of these Conditions, the provisions of this article 3 paragraph 2 will prevail.

Article 4: offers, Agreements

1. All information and specifications accompanying offers by the Seller are approximations only. Deviations up to 10% are permitted as a matter of course.
2. All offers by the Seller are free of obligation. The Seller is entitled to revoke its offer within three working days after receipt of the acceptance by the Buyer.
3. Acceptance by the Buyer that, whether or not on subordinate points, deviates from the offer by the Seller, will at all times be regarded as a rejection of the offer and as a new offer by the Buyer. An Agreement in accordance with this new offer will only be concluded following written acceptance by the Seller.
4. An Agreement is concluded when:
 - (a) three working days have expired after the Seller has received the acceptance of its offer from the Buyer and the Seller has not revoked its offer during this period; or
 - (b) the Seller confirms the Agreement in writing; or
 - (c) the Seller commences with the performance of the Agreement.
5. The Seller is not bound to an offer and/or an Agreement at a specified price if said price is based on a misprint and/or a writing error.
6. All Agreements for the delivery of spices and other agricultural Products by the Seller will be subject to a harvest reservation. If as a result of a disappointing harvest in terms of the quantity and/or quality of the agricultural Products, or as a result of the rejection of Products by the competent authorities, less Products are available than could reasonably have been expected at the time of conclusion of the Agreement, the Seller is entitled to reduce the sold quantity accordingly. By delivering the quantities thus reduced, the Seller complies in full with its delivery obligation. The Seller is that case not obliged to deliver replacement agricultural Products and is not liable for any loss whatsoever.
7. The Buyer is, without the prior written permission of the Seller, not permitted to transfer in full or part an Agreement or one or more of its rights or obligations under an Agreement. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code).

Article 5: prices

1. All prices are stated in euros unless the Parties agree otherwise in writing.
2. The prices are stated exclusive of VAT and other taxes and levies and transport costs.

3. The prices are based on cost price determining factors applicable at the time of conclusion of the Agreement. If after conclusion of the Agreement, yet before delivery of the Products, these factors, including but not limited to the relevant exchange rates, undergo a change outside the reasonable scope of control of the Seller, the Seller is entitled to charge the ensuing costs to the Buyer.

Article 6: conformity, delivery time, delivery and risk

1. The conformity of the Products is assessed on the basis of the laws and regulations applicable in the Netherlands at the time of delivery. The Seller is not held to comply with any other laws and regulations unless the Parties agree otherwise in writing.
2. The delivery times indicated by the Seller are always an approximation and will never be regarded as deadlines.
3. Unless the Parties agree otherwise in writing, the Products sold by the Seller will be delivered FCA in case the Buyer enters into a contract with the carrier and DDP in case the Seller enters into a contract with the carrier. "FCA" and "DDP" will be interpreted in accordance with the latest version of the Incoterms.
4. If the Parties have agreed that the Seller will store Products for the Buyer, whether at the Seller or at a third party, and these Products have not yet been delivered to the Buyer, the Products are deemed to have been delivered at the time that they are entered into storage. As from the said time the Buyer is subject to the duty of inspection and complaint as described in article 7 of these Conditions and this article 7 also applies in full for the rest.
5. The Seller is entitled, yet never obliged, to deliver the sold Products in parts and to invoice each part separately.
6. The Buyer will take receipt of the purchased Products. The obligation to take receipt consists of: a) the performance of all actions that may reasonably be expected of the Buyer in order to enable the Seller to make delivery and b) to take receipt of the Products. If the Products are not taken into receipt within 6 hours of being made available to the Buyer, the Buyer is in default without any notice being required, and the Seller, without prejudice to its other rights, including the right to store the Products for the risk and account of the Buyer, is entitled to terminate the Agreement and demand compensation from the Buyer.

Article 7: inspection and complaints

1. The Buyer will immediately after delivery inspect the Products or have them inspected, in the sense that the Buyer will thoroughly and accurately determine whether the Products comply in full with the Agreement, more in particular:
 - (a) whether the correct Products have been delivered;
 - (b) whether the delivered Products comply with the quality requirements that may be imposed for normal use and/or commercial purposes; and
 - (c) whether the delivered Products comply in terms of quantity (number, amount, weight) with what the Parties have agreed.

If the delivery falls short by less than 10% of the total quantity, the Buyer is obliged to accept the delivered quantity subject to a proportionate reduction of the price.

2. Complaints about the delivered quantity and visible defects, including defects that were or should reasonably have been discovered during the inspection referred to in paragraph 1 of this article will, on pain of lapse of all rights, be reported to the Seller immediately after the inspection and subsequently be confirmed in writing within 24 hours, accompanied by a precise description of the nature of the shortcoming.
3. Complaints about hidden defects will, on pain of lapse of all rights, be reported to the Seller in writing, accompanied by a precise description of the nature of the shortcoming, immediately after these defects have or should reasonably have been discovered, yet no later than within 30 days after delivery and in any event prior to (re)sale and delivery by the Buyer and/or further transport by or on the instructions of the Buyer.
4. Complaints about minor and/or customary and/or technically unavoidable deviations in quality, size, weight, color, quantity and suchlike and complaints about processed Products are inadmissible.
5. If the Seller does not accept a complaint by the Buyer within 24 hours, the Buyer will, on pain of lapse of all rights, have an independent survey performed by a certified expert within 48 hours. Both time periods referred to in this paragraph commence at 07:00 hours (local time at the Seller) on the first working day following the day on which the Buyer reported the complaint. The Buyer will allow the Seller to be present or represented at the aforementioned survey. The Seller is entitled to have a second independent survey performed by another certified expert.
6. The Buyer will lend all cooperation required for investigation of the complaint. The complaint will be deemed inadmissible if the Buyer does not lend its

cooperation or if an investigation is not or no longer possible.

7. If the complaint by the Buyer, taking into account the provisions of this article, is deemed well founded, the Seller will, after consultation with the Buyer, deliver the shortfall in Products, repair or replace the delivered Products or adjust the price. No other obligation or liability will rest upon the Seller. Full or partial termination of the Agreement, including reduction of the price, requires the written approval of the Seller.
8. The Buyer will at all times treat the Products as befits a good custodian.
9. The Buyer is not permitted to return the Products before receiving written approval from the Seller. If the Seller stores or otherwise takes receipt of the returned Products, such will be for the risk and account of the Buyer. These measures can at no time be interpreted as the approval or acceptance of the return.
10. Products must always be returned in their original package.
11. Violation of the Buyer's duty of inspection and complaint will at all times lead to the lapse of all rights, irrespective of whether as a result any concrete interests of the Seller have been harmed.
12. If the Buyer violates its duty of inspection and complaint and the Seller nevertheless accepts a complaint for handling, such will be subject to the reservation of all rights and the actions of the Seller will be regarded as goodwill without acceptance of any liability or obligation.
13. If it appears that a complaint is unfounded, all internal and external costs made by the Seller within the context of the handling of the complaint will be for the account of the Buyer.
14. Legal claims will, on pain of lapse of all rights, be submitted within one year after timely report of the complaint.

Article 8: retention of title

1. The Seller retains title to all delivered Products until the purchase price therefor has been paid in full. The retention of title also applies to the other claims referred to in Article 3:92 paragraph 2 of the Dutch Civil Code, which have been or will be acquired by the Seller in relation to the Buyer.
2. As long as ownership of the Products has not passed to the Buyer, the Buyer is not permitted, without the prior

written permission of the Seller, to pledge the Products or to grant a third party any other rights thereto. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 in conjunction with Article 3:98 of the Dutch Civil Code). The Buyer is permitted to sell and deliver the Products delivered under retention of title to third parties within its normal business operations, on the understanding that the Buyer will in the event of resale stipulate a retention of title in accordance with this article. The Buyer is, without the prior written permission of the Seller, not entitled to assign, pledge or otherwise transfer or encumber its claims against its clients. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 in conjunction with Article 3:98 of the Dutch Civil Code). The Buyer will at the Seller's first request pledge its claims against its clients to the Seller in the manner stated in Article 3:239 of the Dutch Civil Code as additional security for the fulfilment of its obligations to the Seller under any heading whatsoever.

3. If the Buyer defaults in the fulfilment of one or more of its obligations or the Seller has good grounds to fear that it will do so, the Seller is entitled to recover the Products delivered under retention of title. The Buyer will lend its full cooperation thereto. The Buyer hereby in advance waives any retention rights with respect to the Products and will not impose attachment thereon. Following recovery, the Buyer will be credited for the market value, which will never be higher than the original purchase price, minus the costs of recovery and other loss of the Seller.
4. Until such time as the ownership of the Products has passed to the Buyer, the latter will keep the Products clearly separated from other products and marked as being property of the Seller. In the event (i) a third party has an attachment levied on the Products, (ii) the Buyer has been granted a suspension of payments or (iii) the Buyer has been declared bankrupt, the Buyer will immediately inform the Seller about this and at the same time inform the bailiff, the administrator or the receiver about the Seller's right of ownership.
5. If the right of the country of destination of the purchased Products recognizes a more extensive scheme for the retention of title than stipulated in the previous paragraphs of this article, the Parties will be deemed to have stipulated the more extensive scheme on behalf of the Seller, on the understanding that if the scheme cannot be objectively determined, the provisions of the previous paragraphs of this article will remain applicable.

Article 9: payment

1. The invoices of the Seller will be paid within the term stated on the invoice. Payment will be made unconditionally and without suspension, discount or set off on any grounds whatsoever. The Buyer is not entitled to attach own assets.
2. The Buyer will be in default on expiry of the payment term, without any notice of default being required. If the Buyer defaults on any payment, all claims by the Seller against the Buyer will be immediately payable in full. The Buyer will during the period of default owe late payment interest of 1% per month or a part thereof on the outstanding claims.
3. All internal and external costs of the Seller related to the collection of invoices and/or determining the loss and liability and/or the collection of damages, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by the Seller, are for the account of the Buyer.
4. The extrajudicial costs owed by the Buyer will amount to at least 15% of the first €5,000 (with a minimum of €250), 10% of any remaining amount up to €10,000, 8% of any remaining amount up to €20,000, 5% of any remaining amount up to €60,000 and 3% of any remaining amount in excess of €60,000.
5. Payments made by or on behalf of the Buyer will, irrespective of the attached payment instructions, first be deducted from the costs (including but not limited to the extrajudicial collection costs), then from the due interest and finally from the principal and the current interest.
6. Further to a request thereto by the Seller, which can be made both before and during performance of the Agreement, the Buyer will make a full or part prepayment or, for its own account, provide adequate security for the fulfilment of its obligations. Adequate security will in any event be understood as an on demand bank guarantee, provided by a first-class Dutch bank, to the sum of 110% of the amounts owed by the Buyer (100% of these amounts with a surcharge of 10% for interest).
7. The Seller is at all times entitled to set off the amounts that it owes under any heading to the Buyer or an affiliated Person ("Buyer et al.") against amounts that the Seller or any affiliated Person ("the Seller et al.") may claim under any heading from the Buyer et al. The aforementioned right to set off also exists if the payment of the claims is not yet enforceable and if the performance claimed by the Seller et al. does not correspond to its debt.

Article 10: right of retention and pledge

1. Until such time as the Buyer has fulfilled all its obligations to the Seller under any heading whatsoever, the Seller will have both a right of retention and pledge to all assets held or to be acquired, either directly or indirectly, by the Seller in connection with an Agreement. Assets in the sense of this article are defined as: movable property, bearer or order rights, monetary instruments, documents and funds.
2. The Buyer has, by accepting these Conditions, committed itself to granting the Seller a right of pledge as referred to in paragraph 1 of this article. The right of pledge is established by bringing the assets under the control of the Seller or a third party that will hold the assets for the Seller, including but not limited to a transport operator or a storage and transshipment company.

Article 11: Product recall

1. The Seller is at all times entitled to instruct the Buyer to promptly remove from the market and/or any warehouses any Products, or products that contain/include Products, which are defective or in which a defect threatens to manifest itself. The Buyer will promptly comply with any such instruction.

Article 12: suspension, termination

1. Without prejudice to its other rights by law and/or the Agreement and/or these Conditions, the Seller is entitled to suspend its obligations or, without requiring any notice of default or a legal intervention, to terminate the Agreement in full or in part by means of a written notice to the Buyer if:
 - (a) the Buyer fails to properly and promptly fulfil any of its obligations;
 - (b) the Seller has good grounds to fear that the Buyer will default in the fulfilment of one or more of its obligations;
 - (c) the Buyer is declared bankrupt or its bankruptcy has been applied for;
 - (d) the Buyer has been granted a, whether or not provisional, suspension of payments or an application thereto has been filed;
 - (e) the Buyer is declared subject to a statutory debt rescheduling scheme or an application thereto has been filed;
 - (f) the business of the Buyer is liquidated; or
 - (g) the assets of the Buyer are subject to executory attachment or subject to prejudgment attachment which is not lifted within one month of the date of attachment.

2. If the default of the Buyer under law, the Agreement and these Conditions takes effect only after notice of default, the Seller will, in the case referred to in paragraph 1(a) of this article, not proceed with full or partial termination of the Agreement until it has provided the Buyer with a written reminder stating a reasonable term for fulfilment, which term was not complied with.
3. If the Seller terminates the Agreement in part or in full, it is not obliged to pay any compensation and all its claims against the Buyer will immediately become payable in full.

Article 13: force majeure

1. Force majeure ("non-attributable failure") within the context of these Conditions is defined as: every circumstance for which the Seller bears no subjective blame and which makes it impossible or practically too onerous for the Seller to fulfil its obligations or a part thereof, including - but explicitly not limited to - full or partial crop failure, crop diseases, pest plagues, default ("attributable failure") and/or unlawful actions on the part of suppliers or transporters of the Seller on the part of other third parties engaged in the performance of the Agreement, abnormal weather circumstances, frost, storm damage and other damage caused by natural disasters, strikes, transport problems, epidemics, fire, theft, war and threat of war, terror attacks and the threat of terrorism, as well as government measures, such as the prohibition of import, export and transit, levies, import duties and quotas.
2. In the event of force majeure the Seller is entitled to suspend the performance of its obligations in full or part, whereby the Buyer is not entitled to require fulfilment or compensation for damages. If the period of force majeure lasts longer than two months, either Party is entitled to terminate the Agreement in full or part without being held to pay compensation, on the understanding that the Seller retains its right to a proportionate part of the price if it has partly fulfilled its obligation before or after the occurrence of force majeure. The Seller is also entitled to invoke force majeure if such arises after the date on which it should have fulfilled its obligation.

Article 14: liability and indemnification

1. Without prejudice to the provisions in the articles above, the scheme below applies with respect to the liability of the Seller for losses incurred by the Buyer and/or third parties and indemnification of the Seller by the Buyer.
2. The total liability of the Seller for whatever reason is limited to the amount paid out in the relevant case by its liability insurance, increased by the amount of

the excess which is not for the account of the insurers according to the policy conditions. If, for any reason whatsoever, no insurance payment takes place, the total liability of the Seller for whatever reason is limited to the amount of the net invoice value for the relevant Products, being the price excluding turnover tax and other taxes and levies and excluding transport costs, subject to a maximum of €10,000.

3. The Seller is only obliged to compensate damage to persons and property. The Seller is thus not liable for - and the Buyer is required to take out insurance against - indirect loss, consequential loss, trading loss, stagnation loss, loss of profit, missed savings, loss resulting from claims by customers of the Buyer, loss of customers, loss of goodwill and reputational damage.
4. Without prejudice to the provisions of the previous paragraphs of this article, the liability of the Seller for Products that it has acquired from third parties will not exceed the liability of those third parties to the Seller.
5. The Seller accepts no liability for failure by third parties that it has engaged in the performance of an Agreement.
6. Insofar as fulfilment by the Seller is not permanently impossible, the Seller is only liable on grounds of attributable failure in the fulfilment of an obligation if the Buyer has promptly provided the Seller with a written notice of default, precisely describing the nature of the default and giving a reasonable term for fulfilment, which term was not complied with.
7. The right to compensation is subject to the condition that Buyer promptly reports the loss to the Seller, yet no later than 14 days after the loss has, or should reasonably have, become known to the Buyer.
8. Legal claims will, on pain of lapse of all rights, be submitted within one year after timely report of the loss.
9. The Buyer will indemnify the Seller against all third-party claims that could be brought against the Seller with respect to Products delivered or to be delivered by the Seller. The Buyer will compensate the Seller for any reasonable costs of defense against third-party claims.
10. The Seller will not invoke a limitation of its liability, and the Buyer will not be obliged to indemnify the Seller, insofar as the loss results directly from intent or deliberate recklessness on the part of the Seller or its management.
11. The above scheme does not apply insofar as provisions of mandatory law oppose this.

Article 15: applicable law, disputes, litigation and arbitration costs

1. Without prejudice to the provisions of article 8 paragraphs 5 and 6 of these Conditions, the legal relationship between the Parties is governed by Dutch law, including the Vienna Sales Convention.
2. With due observance of the provisions of paragraph 3 of this article, all disputes between the Parties relating to an Agreement and/or these Conditions will in the first instance be submitted exclusively to the "Rechtbank Gelderland" (proceedings on the merits) or the interim injunction judge of the "Rechtbank Gelderland" (interim injunctions and other provisional measures), without prejudice to the right of the Seller to submit a dispute to any other competent court.
3. The costs related to judicial proceedings, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by the Seller will be for the account of the Buyer if it is held to be entirely or predominantly in the wrong.
4. The buyer has an obligation to keep the seller informed of relevant legislation relating to food safety, quality issues, scientific and technical developments and generally accepted industry practice guides / hygiene codes in the country of destination of the goods.

Mouw Sourcing BV
Spicemasters

Harderwijk, 1 juli 2023