

GENERAL TERMS AND CONDITIONS OF PURCHASE

General terms and conditions of purchase of **Pandriks Bake Off B.V.** with its registered office in Meppel, the Netherlands, and **Bio Breadness GmbH**, with its registered office in Fulda, Germany.

Clause 1 Definitions

1. In these General Terms and Conditions, the terms and expressions set out below have the following meanings:
Client: Pandriks Bake Off B.V. or Bio Breadness GmbH, depending on which party places the order;
Contractor: Any party that enters into an Agreement with the Client;
Delivery: The delivery of goods, including machines and semi-finished products, raw materials or a work or the performance of activities;
Agreement: Purchase agreement, agreement for the provision of services, contract for services or works contract or where applicable the quality assurance agreement;
General Terms and Conditions of Purchase: these general terms and conditions of purchase

Clause 2: Applicability

1. These General Terms and Conditions of Purchase apply to all Agreements whereby the Client acts as purchaser and/or client and also to all requests from, offers to and acceptances by the Client to enter into the aforementioned Agreements.
2. Unless expressly agreed in writing, the applicability of general terms and conditions and/or other terms and conditions of the Contractor is hereby expressly rejected.
3. In the event of a conflict between one or more provisions of these General Terms and Conditions of Purchase and one or more provisions of the Agreement, the provisions from the Agreement will prevail.
4. These General Terms and Conditions of Purchase have been drawn up in Dutch, English and German. In the event of any discrepancy between the different languages the Dutch version will prevail.

Clause 3 Conclusion of the Agreement and Changes

1. Unless expressly agreed otherwise, the Client will only be bound by the Agreement if and in so far as the Client has expressly agreed to it in writing.
2. Any changes, including contract variations, must be agreed in writing.
3. E-mail and or other electronical communications are considered in writing under this General Terms and Conditions of Purchase.

Clause 4 Price, Invoicing and Payment

1. The prices stated in the Agreement are exclusive of VAT and include all costs incurred by the Contractor in connection with the performance of the Agreement.
2. Prices are fixed and binding, unless the Agreement specifies the circumstances which may lead to a price adjustment and the manner in which the adjustment is to be made.
3. Unless agreed otherwise in writing, invoicing takes place after Delivery. Undisputed invoices must be paid within 60 days after receipt of the invoice, provided that the Contractor has fulfilled all of its contractual obligations. Payment does not release the Contractor from any guarantee and/or liability.
4. The Contractor is not entitled to suspend its obligations under the Agreement.
5. The Client is entitled to set off claims it has against the Contractor against claims that the Contractor has against the Client. The Contractor is not entitled to set-off.
6. At the Client's first request, the Contractor must grant the Client the right to establish a right of pledge on the Contractor's property if the Client has made a full or partial advance payment for the performance of the Agreement.

Clause 5 Delivery and Performance

1. All deliveries will be made Delivery Duty Paid (DDP) delivery address, unless agreed otherwise in writing. The Agreement between the Client and the Contractor is subject to the most recently applicable Incoterms.
2. The Contractor undertakes to obtain all authorisations and licenses required for the Delivery to be made by the Contractor, as well as to pay all costs arising therefrom.
3. The agreed delivery period is a deadline. If this delivery period is exceeded, the Contractor will immediately be in default without any notice of default being required. If the delivery period is exceeded, the Client will be entitled to compensation for all damage, costs and interest resulting from late delivery and will be entitled to terminate the agreement in whole or in part and/or to demand performance of the parts that are not terminated, without notice of default or judicial intervention being required.
4. The Contractor must immediately notify the Client in writing of any imminent risk of the delivery deadline being exceeded. This will be without prejudice to any consequences of this failure to meet the delivery period under these General Terms and Conditions of Purchase, the Agreement or statutory provisions.
5. The Client's receipt of the Delivery is decisive for compliance with the delivery period.
6. The Client has the right to postpone the Delivery. In the event of a postponed delivery, the Contractor will store, conserve, secure and insure the Delivery and ensure that it is properly packaged, and stored separately and recognisably.
7. Unless expressly agreed otherwise in writing, the Contractor is not entitled to make partial deliveries. The Contractor will be deemed to have made the Delivery if the Client has received the final partial delivery.

Clause 6 Quality and Guarantees

1. The Contractor guarantees that the Delivery (including any packaging) fully complies with the Agreement and the specifications mentioned therein, that it is of sound quality, that it is free of design, manufacturing and material faults, that it is suitable for its intended purpose and that it meets all applicable industry requirements, statutory provisions and other government regulations, as well as European laws and regulations.
2. Defects in the Delivery must be remedied by the Contractor within a reasonable period set by the Client or, if this has become permanently impossible, the Delivery must be replaced, without prejudice to the Client's other rights. Remedy or replacement will be entirely at the risk and expense of the Contractor.
3. The Contractor and its employees as well as any third parties engaged by it are obliged to observe statutory safety, health and environmental regulations. Any company rules and regulations in the field of safety, health and the environment of the Client must also be followed.
4. The Contractor guarantees that the Contractor and any third parties engaged by it (including the Contractor's suppliers) have not used child labour for the performance of the Agreement. In addition, the Contractor and any third parties engaged by it must at all times comply with international treaties and conventions on working conditions, public health, dangerous substances, animal welfare and the environment, also in so far as these do not apply in the country in which the Contractor or any third parties engaged by it operate..
5. The provisions of these General Terms and Conditions of Purchase apply *mutatis mutandis* to the replaced parts, goods and/or work supplied by the Contractor.

Clause 7 Transfer of Ownership and Risk

1. The risk and ownership of the Delivery will pass to the Client as soon as the goods have been made available to the Client at the place of delivery. If the Client has already made full or partial payment, whether or not in advance, ownership of the Delivery will pass to the Client in full and free from encumbrances at the time of payment.

Clause 8 Dispatch and Packaging

1. The Contractor will package and/or secure the Delivery in such a way that it reaches its destination in good condition during normal transport and can be unloaded there safely.

Clause 9 Inspection

1. The Client is at all times entitled to inspect the Delivery or have it inspected, or to examine whether the Delivery was made in accordance with the Agreement. The Contractor will fully cooperate with an inspection. A Delivery which, in the Client's opinion, upon or after receipt and/or inspection shows that it does not meet the requirements set out in Clause 6 or any further special requirements agreed upon, may be refused by the Client in whole or in part.
2. The Client will inform the Contractor of the aforementioned refusal within a reasonable term after receipt and/or inspection and will give the Contractor the opportunity to still make the delivery in accordance with the Agreement within a reasonable term to be set by the Client. A refused Delivery will be stored at the risk and expense of the Contractor. If the Contractor does not take back the refused Delivery within a period of 14 days, the Client will be entitled to return or destroy the Delivery at the Contractor's expense.
3. Inspection of the Delivery as well as the results thereof can never be regarded as any acknowledgment by the Client of its soundness or conformity with the Agreement and does not release the Contractor from any responsibility or liability in this respect.

Clause 10 Termination

1. Without prejudice to remedies under the General Terms and Conditions of Purchase and/or the law and without prejudice of the Client's rights to compensation of damages, the Client is entitled to terminate the Agreement in part or in full without a notice of default or judicial intervention being required, without this leading to any liability on the part of the Client for costs and/or loss:
 - a. in the event of suspension of payments or bankruptcy of the Contractor, attachment on all or part of its business property or goods intended for the performance of this Agreement, cessation or liquidation of, or transfer of the legal or factual control over its company, revocation of any licences, or any other circumstance on the basis of which the Client reasonably doubts the continuity of the Contractor's fulfilment of its obligations towards the Client;
 - b. if due to force majeure (amongst which government measures, epidemics, pandemics or unavoidable and irresistible natural events) the Contractor is unable to perform the Agreement in full or properly for longer than a reasonable period to be determined by the Client. Prior to the inability to perform the Agreement due to force majeure, Contractor is required to take all measures reasonably to perform the Agreement and inform the Client promptly of any unavailability of performance of the Agreement.
2. In the event of dissolution, the Client is entitled to retain goods already received or to return them at the risk and expense of the Contractor and to refuse goods offered for delivery after the dissolution. The Contractor is obliged to immediately refund to the Client the payments made in respect of the Agreement, less the value of the goods retained by the Client.

Clause 11 Liability and Indemnification

1. Any failure in the performance of the obligations on the part of the Contractor entitles the Client to oblige the Contractor to perform, remedy or terminate the Agreement in whole or in part. The Client is entitled to choose how to remedy the failure.
2. The Contractor is liable for all damage which is caused to the Client by or in connection with the performance of the Agreement and which is caused by or can be attributed to the Contractor.
3. This includes all damage arising on the part of the Client from or as a result of acts and/or omissions of the Contractor, its employees or third parties engaged by it in the performance of the Agreement, as well as damage arising from the presence, use or transport of the property of the Contractor, its employees and third parties engaged by it in the performance of the Agreement, as well as any other damage that should be at the expense of the Contractor according to generally accepted standards. The Contractor undertakes to take out adequate insurance against damage.
4. The Contractor indemnifies the Client against claims by third parties for compensation of damage caused by or attributable to the Contractor, arising from or in connection with the performance of the Agreement.

5. Any penalty clause agreed between the Client and the Contractor in favour of the Client does not affect the Client's right to claim damages.

Clause 12 Property Contractor, Documentation, Parts, etc.

1. All copyrights or any other intellectual property rights to all drawings, specifications, moulds, equipment and/or data made available by the Client to the Contractor or used by the Contractor specifically for the production of the goods and/or the performance of the Agreement are, remain and become, respectively, the exclusive property of the Client. All materials, tools or moulds of the Client must be clearly marked by the Contractor as the Client's property and will be borrowed by the Contractor. The Contractor must keep this property in good condition and bears all risks to that end, until the Contractor has delivered or returned them to the Client. The Contractor will only use the equipment for the performance of the Agreement with the Client.
2. Except in the event of intent or gross negligence on the part of the Client, the Client will not be liable for any damage caused to the Contractor, its employees or third parties by or as a result of the use of auxiliary materials and tools made available to the Contractor by the Client.
3. Even if this is not specifically included in the Agreement, the Contractor will at the agreed time of delivery also supply all parts, auxiliary materials, accessories, tools, spare parts, operating instructions and instruction manuals and furthermore everything that is required for the proper use of the goods and/or the work.

Clause 13 Subcontracting and Vicarious Tax Liability

1. In its agreement with subcontractors, the Contractor includes the stipulates that it waives any claims against the Client and that the subcontractors will comply with all provisions in force between the Client and the Contractor.
2. The Contractor must take all measures or grant cooperation with regard to measures that the Client deems necessary to limit the Client's liability in the context of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and the VAT reverse-charge mechanism, respectively, as much as possible.

Clause 14 – Confidentiality

1. The Contractor must keep the existence, nature and content of the Agreement confidential and is prohibited from disclosing anything in this regard without the Client's prior written permission. The Contractor also undertakes to maintain confidentiality regarding all matters of which it becomes aware during the performance of the Agreement and which it can reasonably expect to be confidential, unless these matters must be disclosed to third parties for the performance of the Agreement. The Contractor undertakes to impose this duty of confidentiality on its employees and on third parties engaged by it in the performance of the Agreement.
2. In the event that the provisions of paragraph 1 of this clause are violated, the Contractor will owe the Client an immediately payable penalty of EUR 50,000 for each violation, plus a penalty of EUR 5,000 for each day that the violation continues, without prejudice to the Client's right to compensation for all damage suffered by it. The Contractor must pay the amount of the penalty to the Client immediately after the aforementioned determination and notice thereof.

Clause 15 Contract Takeover

1. The Contractor itself is responsible for the performance of the Agreement and will not outsource this task to third parties, either in full or in part, without the Client's prior written permission.

Clause 16 Applicable law and competent court

1. All commitments entered into with the Client are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

German shall be applicable to any contract between the Client (being Bio Breadness) and Contractors whose registered office is in Germany.

2. Disputes between the Client and the Contractor will in principle be heard by the Dutch competent court in the district of Overijssel, Zwolle location, which court will have exclusive jurisdiction over the matter. For disputes between the Client (being Bio Breadness) and Contractors whose registered office is in Germany, the exclusive place of jurisdiction is Fulda, Germany.

Contrary to the provisions of this clause, the Client is at all times entitled – independent of the location of Contractors or Client's registered offices - to submit a dispute to the court to be resolved through arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the aforementioned rules.