



JANUS SERVICES B.V.

GENERAL CONDITIONS OF SALE OF JANUS SERVICES B.V., JANUS DAIRIES B.V. AND THEIR AFFILIATED COMPANIES

Article 1 – General

- 1.1 These general conditions ('**Conditions**') are applicable to every quote, offer, confirmation of instruction and delivery of Janus Services B.V., Janus Dairies B.V. and/or any of their affiliated companies (hereinafter referred to as: '**Seller**') and form part of every agreement ('**Agreement**') entered into by Seller with another party ('**Buyer**') with regard to goods to be supplied by Seller.
- 1.2 The applicability of any general conditions applied by the Buyer is explicitly rejected by Seller.
- 1.3 Any arrangement, promises, supplements and/or changes made in or to these Conditions, or the Agreement are only binding if agreed by the parties in writing and only relate to the Agreement concerned.
- 1.4 Whenever "written" or "in writing" is used in these Conditions it shall also mean by e-mail or by means of any other electronic medium such as, but not limited to, WhatsApp.

Article 2 – Offers and formation of the Agreement

- 2.1 All quotes and offers made by Seller, both verbally and in writing, are free of obligation and can be revoked by Seller at all times.
- 2.2 Information given in data sheets, brochures, etc. is only given as guidance and shall not be binding upon Seller.
- 2.3 An Agreement is formed by the written confirmation thereof by Seller, yet in any case when Seller submits a pro forma invoice to Buyer.

Article 3– Prices

- 3.1 All prices quoted are exclusive of VAT, duties and other governmental levies and customs clearances, unless agreed otherwise in writing.
- 3.2 If one or more cost price factors are subject to an increase after the offer date or in the event of a change in the exchange rate – regardless of whether this increase could have been foreseen – Seller will be entitled to increase the agreed price accordingly. Buyer will accept such price increase.
- 3.3 Seller will be entitled to charge Buyer (increases of) taxes, import duties, levies and other taxes imposed by the authorities that were not fully known or in force at the time when the Agreement was concluded. Buyer will accept such charges.
- 3.4 Costs due to any additional requirements for packaging, labelling, palletising or documentation, which have not been agreed upon in writing, shall be borne by Buyer.
- 3.5 All port- and shipping line charges at destination, including, but not limited to, container demurrage and quay rent, are for Buyer's risk and account.

Article 4 – Delivery and delivery period

- 4.1 Unless otherwise agreed in writing, the goods shall be delivered CFR agreed port of destination (Incoterms 2020 of the International Chamber of Commerce in Paris).
- 4.2 Buyer shall be solely responsible for complying with any legislation or regulations governing the import of the goods into the country of destination.
- 4.3 Delivery times are stated for indicative purposes only and are never final. Seller will make commercially reasonable efforts to meet the delivery schedules. However, Seller will in no event be liable towards Buyer for any delay in the delivery of the goods.



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- 4.4 Seller reserves the right to make partial deliveries and issue partial invoices in connection with them. In the event there is delay in the delivery of one or more partial deliveries, for whatever reason, this will not result in any liability of Seller and Buyer shall remain obliged to settle the partial invoices in full.
- 4.5 Buyer shall arrange, for own risk and account, cargo insurance with coverage equal to the invoice value plus 10% (ten percent) with a first-class insurance company, under which a claim for damage to or loss of the goods during transport can be submitted and settled in the currency of the Agreement. Upon first request of Seller, Buyer shall furnish documentary evidence of the insurance coverage.
- 4.6 Buyer shall take receipt of the goods in the port of destination without delay. With regard to fresh products (such as dairy, milk-based goods and chicken eggs) Buyer shall take receipt of the goods within 48 (forty-eight) hours upon arrival of the goods at the port of destination and shall for that purpose make sufficient equipment and personnel available.
- 4.7 If, for any reason whatsoever, Buyer fails to timely accept delivery of the goods, Seller will be entitled, for Buyer's risk and account, to take any action it may deem necessary to mitigate damage and/or costs, including, but not limited to, arranging (return)transportation and/or storage of the goods.
- 4.8 Buyer shall not promote, resell or deliver the goods, unless otherwise agreed in writing. Buyer shall not sell any goods to a purchaser if Buyer knows or has reason to believe that such purchaser intends to promote, resell or deliver the goods.

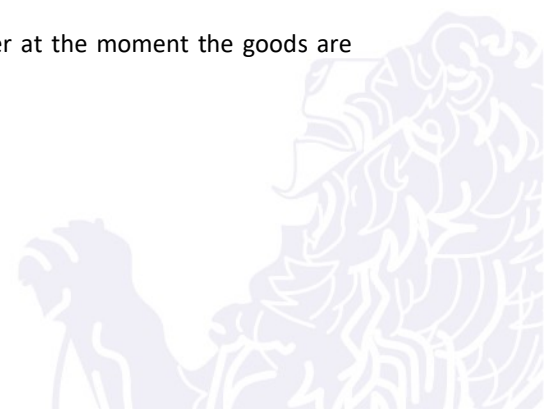
Article 5 – Differences and deviations

- 5.1 Supplying 10% (ten per cent) more or less than the ordered quantity is permitted. Differences are calculated at the unit prices, unless agreed otherwise.
- 5.2 Minor deviations in terms of quality, colour, flavour, odour etc. in respect of the goods sold do not give rise to rejection.

Article 6 – Transfer of ownership and risk

- 6.1 Seller retains title to the goods sold and/or delivered, until Buyer has fulfilled all his payment obligations and any additional costs.
- 6.2 In case Buyer is also obliged to pay Seller compensation, the ownership of the goods will only be transferred upon payment of the compensation in full.
- 6.3 During the period that ownership of the goods remains vested in Seller, Buyer is obliged to carefully store the goods supplied under retention of title and as the recognisable property of Seller, while Buyer will not be able to transfer the goods to third parties (as security) and/or create security interests in these goods.
- 6.4 If the Agreement is set aside ("ontbonden") or terminated ("opgezegd") by Seller, Buyer must immediately place the goods at Seller's disposal. Buyer shall not have a right of lien ("retentierecht") in respect of the goods and shall not effect prejudgment attachments to the goods.
- 6.5 Buyer shall notify Seller immediately, if an application for bankruptcy is filed with regard to Buyer or Buyer is declared bankrupt.
- 6.6 In case Buyer fails to fulfil any of its payment obligations, Seller has the right, without prior notice being required, to repossess the goods delivered. Buyer herewith irrevocably authorizes Seller, or any third party designated by Seller, to enter those premises of Buyer where the goods have been stored and buyer will be obliged to render its full co-operation to the repossession of the goods. All costs relating to the repossession of the goods are borne by Buyer.
- 6.7 The risk with regard to the goods sold transfers from Seller to Buyer at the moment the goods are placed on board the vessel, unless agreed otherwise.

Article 7 – Transport documents





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- 7.1 The copy held by Seller of the transport document signed by the sea carrier for receipt, without comments, will serve as full evidence of the dispatch of the quantities stated on the transport document, as well as of the external condition of the goods.
- 7.2 If contrary to Article 4.1, alternative delivery conditions are agreed, the transport document signed by or on behalf of the Buyer for receipt, without comments, will serve as full evidence of the dispatch of the quantities stated on the transport document, as well as of the external condition of the goods.

Article 8 – Complaints and recall

- 8.1 Upon delivery, Buyer is obliged to immediately:
 - (a) inspect the goods in terms of quantity, weight, and packaging; and
 - (b) perform, at least by representative samples, a quality test and to open the packaging (cartons, bags, tins, foils, etc.) in reasonable numbers to check the goods in terms of apparent order and condition, smell, and taste, whilst samples of frozen goods should be defrosted.
- 8.2 Complaints in terms of quantity, weights and packaging of the goods (as mentioned in Article 8.1 a) shall be submitted to claims@janus-services.com within 3 (three) days of the date of delivery. The complaint shall include a clear and accurate description of the failure alleged by Buyer, supported by digital photographs. If Buyer fails to lodge a substantiated claim within aforementioned 3 (three) days, Buyer will no longer be able to invoke that the goods supplied did not conform to the Agreement.
- 8.3 When complaining about possible defects (as mentioned in Article 8.1 b), Buyer shall observe the following terms:
 - (a) In case of possible defects which, despite a properly made initial inspection pursuant to Article 8.1a above, have remained unidentified at first, Buyer shall submit a complaint immediately after detection of such defect, but in any event within 2 (two) weeks after the delivery of the goods.
 - (b) The detailed complaint shall be forwarded to claims@janus-services.com within the term set forth above under a). Complaints by phone or expressed towards commercial agents, brokers or dealers shall not suffice.
 - (c) The complaint shall clearly exhibit the type and extent of the asserted defect. Complaints will only be considered by Seller if supported by digital photographs taken at the time of receipt of the goods evidencing the damage to, defects in or nonconformities of the goods.
 - (d) Buyer shall be obliged to keep the non-conforming goods at the place of investigation available for inspection by Seller or appraisers authorised by Seller. Buyer shall ensure that the goods are meanwhile stored under the required conditions. For frozen goods this means storage at a temperature of at least -22°C .
- 8.4 Complaints will not be accepted by Seller if the goods have been processed, mixed, (re)dispatched or (re)sold by Buyer, or if the commonly accepted storage conditions for these goods have not been observed.
- 8.5 If any complaint is upheld by Seller, Seller, at its discretion, can either resupply the goods concerned or refund the purchase price. In both cases the goods concerned must be made available to Seller in their original condition and free from any (other) damage. In all other respects, Seller is not obliged to pay any damages, losses or costs. Buyer is at all times obliged to follow Seller's instructions with respect to the storage and/or return of the goods.
- 8.6 Complaints or disputes, of whatever nature, do not entitle Buyer to suspend payment of Seller's invoices.
- 8.7 Buyer shall notify Seller immediately if it has evidence that the goods constitute a danger to the safety and health of consumers. Buyer shall also immediately furnish all relevant documents showing such risk and/or danger. Any decision to recall or withdraw the goods shall be made by Seller. Buyer shall demonstrably organize its processes in such a way that goods constituting a risk to the safety and health of consumers can be traced and withdrawn easily.



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- 8.8 Seller shall determine the contents of any warnings, press releases and/or other statements in connection with any recall of the goods. Any questions from the press and/or media in connection with a recall of the goods will be answered by Seller. Buyer will refer press and/or media to Seller. Buyer shall render all assistance to Seller to ensure an adequate and effective handling of the proceedings for a recall of the goods.
- 8.9 Buyer is not allowed to comment negatively about the brand of Seller and/or the delivered goods in the media, social media or otherwise, failing which Buyer will be liable towards Seller for the damage suffered by the latter as a result thereof, including but not limited to damage to the image of Seller.

Article 9 – Force majeure

- 9.1 In the event Seller is unable to (partially) fulfil its obligations under the Agreement due to reasons that cannot be attributed to Seller, that were unforeseen or could not reasonably be prevented, including, but not limited to, strikes, stagnation with suppliers, government measures and/or measures by order of any permit to be obtained from the government, bans on import, export or transports, fire, flooding, natural and/or nuclear disasters, (threat of) war, diseases, pandemics (like Covid-19), shortages of raw materials, inability to obtain freight or raw materials at a reasonable commercial price, illness amongst the staff of Seller etc., the obligations of Seller will be suspended until Seller will be able to fulfil its obligations in the agreed manner. It is understood that under aforementioned circumstances Seller will not be deemed to be in default in any way or owe Buyer any compensation.
- 9.2 Cases of force majeure invoked by the suppliers of Seller, also apply to Seller as a case of force majeure.

Article 10 – Liability

- 10.1 Any liability of Seller on account of breaches of the Agreement and/or delivery of goods, as well as arising from a wrongful act, will be limited to the amount paid and/or still owed by Buyer in respect of the Agreement to which the loss event relates or is connected to, subject to the maximum amount that will be paid by the liability insurer of Seller in such a case. If, for whatever reason, no payment is effected by virtue of the insurance referred to, this maximum liability will be € 20,000 in the event of bodily injury and € 10,000 in all other cases (including but not limited to property damage and/or financial damage).
- 10.2 Seller will in no event be liable for:
- (a) indirect damage (which in any case includes direct trading loss, business interruption, loss of profits or use on the part of Buyer, as well as damage caused by death or injury) arisen at Buyer or third parties;
 - (b) damage arisen at Buyer or third parties as a result of acts or omissions of subordinates and/or independent auxiliary persons or suppliers engaged by Seller, which includes staff of companies affiliated to Seller;
 - (c) damage arisen at Buyer or third parties which is the result of Buyer providing Seller with incorrect or incomplete information, also if this information originates from third parties, or damage that is otherwise the result of instructions, acts or omissions of Buyer, his employees and/or subcontractors.
- 10.3 Buyer's right to compensation does in any case cease:
- (a) if Buyer has used, treated or processed the goods supplied by Seller;
 - (b) if Buyer has failed to claim or complain in a manner and within the terms referred to in Article 8 of these Conditions.
- 10.4 Seller cannot be held liable for any advice given to the Buyer.
- 10.5 Buyer will fully cooperate with Seller's investigation into the cause, nature and scope of the damage. If such cooperation is not given, Buyer's right to compensation shall cease.
- 10.6 Buyer shall indemnify and hold Seller harmless against all third-party claims (including, but not limited to, claims from auxiliary persons and employees of Buyer and Seller) arising from or in connection with the Agreement and/or the goods supplied, except insofar as these claims are the result of intent to



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cause damage or recklessness with the knowledge that damage is very likely to arise from it on the part of Seller's managers or board of directors.

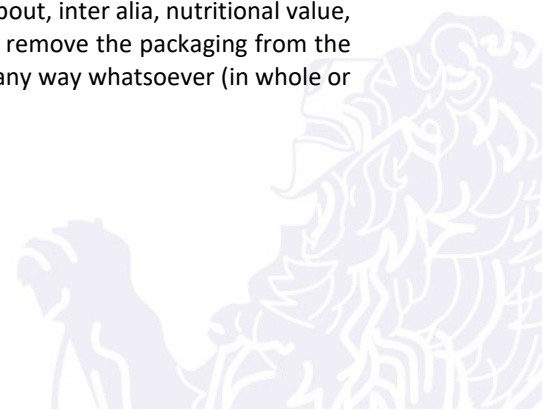
- 10.7 Buyer shall indemnify and hold Seller harmless against any and all claims, liabilities of whatever nature and any costs incurred arising from the marketing, sales, packaging promotion and distribution of the Goods by buyer or its customers.

Article 11 – Payment

- 11.1 Unless otherwise agreed in writing, Buyer shall pay all invoices of Seller in full within 30 days after the date of the invoice in the currency set out in the invoice.
- 11.2 If Buyer fails to pay an amount owed before the due date, it is deemed to be in default by operation of law, without the need for any demand or notice of default. In that event, all amounts of Seller owed by Buyer will become immediately due and payable. Seller will moreover not be obliged to make any further deliveries to Buyer and is entitled to suspend all Agreements entered into with Buyer or to terminate (“opzeggen”) them or set aside (“ontbinden”) without judicial intervention, without prejudice to the obligation of Buyer to pay compensation. This provision also applies if Buyer is declared bankrupt or applies for a moratorium on payments.
- 11.3 If the purchase price is payable in instalments or if Buyer has agreed to take specified quantities of goods at specified times, a default by Buyer in the payment of any instalment due or the failure to give delivery instructions in respect of any quantity of goods outstanding, shall cause the whole of the balance of the purchase price to become due and payable forthwith.
- 11.4 Buyer shall pay the purchase price from the bank account registered to its name. Seller does not accept payments from or via third parties. In the event Buyer is not able to make payments from its own bank account, Buyer shall provide Seller with (i) an exhaustive explanation why Buyer cannot make the payment from its own bank account, (ii) company details of the third party from who's bank account the payment will be made, including company name and address and copy passports of the owners that own 25% of the shares or more, and (iii) the bank details of such bank account, including bank name, SWIFT, account number and accountholder name. Upon receipt of such information Seller will decide whether it will accept payment from such third party bank account.
- 11.5 All costs with respect to payment shall be for the Buyer's account and expense.
- 11.6 Buyer is in no event entitled to any setoff, discount and/or suspension.
- 11.7 If Buyer fails in the fulfilment of its payment obligations, it owes extrajudicial (collection) costs, which are set at 15% of the principal sum owed, or 15% of the damage suffered or the actual costs incurred for legal assistance, should those amounts be higher, as well as all court costs.
- 11.8 If Seller has sound reason to believe that Buyer will not strictly or timely fulfil its obligations towards Seller, Buyer is obliged to provide at Seller's first request satisfactory security in any form requested by Seller with respect to the fulfilment of Buyer's payment obligations. In case Buyer fails to comply with this request within seven (7) days after the request has been sent, any and all payment obligations of Buyer shall become due and payable, and Seller shall be entitled to set aside (“ontbinden”) or terminate (“opzeggen”) the Agreement, without judicial intervention and without being obliged to pay compensation.

Article 12 – Packaging and labelling

- 12.1 The packaging and labels of the goods contain essential information about, inter alia, nutritional value, ingredients and allergens. Buyer is under no circumstance allowed to remove the packaging from the goods, or to replace or adjust labels or to render them unreadable in any way whatsoever (in whole or in part).





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- 12.2 If Buyer acts in violation of section 1 of this Article, Buyer is liable for any damage incurred by Seller and Buyer shall indemnify and hold Seller harmless against any claims by third parties in this respect. In addition, any liability of Seller towards Buyer will completely cease to exist in such a case.

Article 13 – Intellectual property rights and confidentiality

- 13.1 Buyer may not use the trade names, logos, copyrights, trademarks and/or any other intellectual property rights of Seller, unless otherwise agreed in writing.
- 13.2 Buyer agrees, neither to register nor to assist in registering any intellectual property rights (including trade names) of Seller or other marks or rights which may be confusingly similar to Seller anywhere worldwide.
- 13.3 Buyer is not permitted to promote (such as, but not limited to, advertisements, marketing labelling) the goods in a way that it infringes another entity's intellectual property rights.
- 13.4 Buyer shall indemnify and hold Seller harmless in respect of all claims, costs, damages and losses incurred that is the result of an infringement by Buyer of the intellectual property rights of any third party.
- 13.5 Buyer shall not disclose to any third party in any manner whatsoever any confidential information relating to the goods and/or the business of Seller save to the extent required under applicable law.

Article 14 – Suspension and termination of the Agreement

- 14.1 Seller is entitled to suspend the execution of the Agreement or, at its own discretion, to terminate (“opzeggen”) or set aside (“ontbinden”) the Agreement in full or in part and with immediate effect without prior notice being required, whilst retaining all rights to compensation for costs, damages and interest, if: (a) Buyer fails to comply with any of its obligations under the Agreement, or if it is established that full compliance will be impossible; (b) Buyer is declared bankrupt or his bankruptcy or (provisional) suspension of payment is applied for or granted, Buyer ceases its operations, Buyer is wound-up or dissolved, or any arrangements with the Buyer's creditors are made; (c) a pre-judgment or post-judgment attachment is levied on a substantial part of Buyer's assets, or ; (d) Buyer undergoes a substantial change in management and/or any change occurs in the effective control over Buyer, or if Buyer is involved in a merger or demerger.
- 14.2 In case Seller terminates (“opzeggen”) or sets aside (“ontbinden”) the Agreement or suspends execution of the Agreement and without prejudice to any other rights or remedies Seller may have, any and all claims Seller may have against Buyer shall become immediately due and payable.
- 14.3 Every right of Buyer to set aside (“ontbinden”) and/or terminate (“opzeggen”) the Agreement is excluded.

Article 15 – Miscellaneous

- 15.1 Buyer may not assign any of its rights and obligations under the Agreement to third parties without the prior written permission of Seller.
- 15.2 Nothing in the Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as appointing any party as agent for the other party for any purpose and neither party shall have the authority to bind the other party or to contract in its name for any purpose.
- 15.3 In the event Seller has engaged a third party for the execution of the Agreement, these Conditions also serve to protect this third party towards parties other than Seller and this third party will be able to rely on these Conditions towards parties other than Seller.
- 15.4 Any claim against Seller must be brought before the competent court no later than nine (9) months after the goods to which the claim relates have been delivered or should have been accepted for



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delivery by Buyer, whichever moment comes first, failing which any rights, including but not limited to the right to compensation and/or performance extinguishes (“vervallen”).

Article 16– Governing law and competent court

- 16.1 These Conditions, as well as every quote, offer, confirmation of instruction, delivery and Agreement to be entered into are exclusively governed by the laws of the Netherlands. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) do not apply to these Conditions nor to any individual Agreement.
- 16.2 Any dispute arising out of or in connection with the Agreement or these Conditions and/or any other legal relationship between Seller and Buyer shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands. Notwithstanding the above, Seller is also entitled to bring the claim or action before the competent court of the place where Buyer has its registered office, or at the place where the goods are located.

