



## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF UNIDEX B.V.**

### **1. APPLICABILITY OF THESE TERMS AND CONDITIONS**

1. The following “Terms and Conditions” apply to all offers and Agreements made or entered into by Unidex BV and/or Unidex Retail BV (hereinafter: Supplier) to or with the Buyer (hereinafter: Buyer).
2. The applicability of any conditions of the Buyer is hereby expressly excluded, unless expressly accepted by the Supplier.
3. Deviations from these Terms and Conditions are only possible if expressly agreed in writing.
4. In addition to these Terms and Conditions, the Supplier may choose to declare one or more parts of the Incoterms 2020 (or a more recent version) applicable. The Incoterms 2020 can be obtained via <http://www.iccwbo.org/>.
5. In case of conflict between the contents of these Terms and Conditions and the contents of an Agreement or order confirmation, these Terms and Conditions shall prevail.
6. Once the Buyer has concluded an Agreement with the Supplier, of which these Terms and Conditions formed part, the Buyer agrees that these Terms and Conditions shall again apply to subsequent agreements.
7. The Supplier has the right to amend the Terms and Conditions unilaterally. The Supplier shall inform the Buyer in writing of the amended Terms and Conditions by sending them to the Buyer. If the Buyer does not reject the amended Terms and Conditions within 7 working days, the amended Terms and Conditions shall have legal force, also for existing Agreements.
8. If any provision forming part of these Terms and Conditions or any Agreement between the parties should be null and void or annulled, the remainder of the Terms and Conditions or the Agreement will remain in force as far as possible and the provision in question will be replaced without delay, in consultation between the parties, by a provision that approaches the intention of the original provision as closely as possible.

### **2. OFFER AND ACCEPTANCE**

1. All offers and quotations of the Supplier are without obligation, unless stated otherwise in writing. Oral agreements are only binding if they have been confirmed by the Supplier in writing, including by e-mail or other digital means of communication used by the Supplier.
2. Assignments are valid when they have been confirmed by the Buyer to the Supplier in writing, including by email or other digital means of communication accepted by the Supplier, or when the Supplier has started the actual execution of the assignment.
3. Orders placed in the form of an email message from the Buyer to the Supplier are only valid after the acceptance of the order has been confirmed to the Buyer in writing, including email or other means of digital communication used by the parties.
4. Information provided by the Supplier in the form of printed matter, brochures etc. are subject to change without prior notice from the Supplier and cannot be construed as a binding offer.
5. After acceptance, cancellation of the order by the Buyer is only possible after explicit written permission from the Supplier. The Supplier is entitled to demand compensation for any costs related to the cancellation, whereby he is entitled to charge a minimum amount of € 250 for a domestic order and a minimum amount of € 500 for an order from outside the Netherlands (with annual indexation).
6. Cancellation of private label products and on-request products is not possible, as these are products that are not part of the Supplier's regular assortment and/or have been purchased specifically for the benefit of the Buyer in question.

### **3. RETENTION OF TITLE**

1. The goods shall remain the Supplier's property until all the Buyer's obligations have been fully performed, including, but not limited to:

- payment or any other consideration owed by the Buyer for goods delivered or to be delivered, as well as for work carried out or to be carried out pursuant to such Agreement;
- payment of costs due to failure of the Buyer towards the Supplier in the performance of any Agreement(s).

2. The Buyer must always do everything that can reasonably be expected of him to secure the ownership rights of the Supplier.

3. If third parties seize the goods delivered under retention of title or wish to establish or exercise rights to them, the Buyer is obligated to inform the Supplier of this immediately.

4. The Buyer cannot claim a right of retention.

5. If the Buyer converts goods as referred to in paragraph 1 into other goods, the Supplier immediately becomes the owner of these goods and the Buyer holds these goods for the Supplier until all obligations as referred to in paragraph 1 have been fulfilled.

6. Resale is only permitted in the normal course of business and only on the condition that the Buyer or his reseller obtains direct payment from his customer or agrees to the provision that ownership shall not pass to his customer until he has fulfilled his payment obligations in full.

7. If the Buyer is in default in the fulfilment of obligations as referred to in paragraph 1, the Supplier is entitled to retrieve his property (or have it retrieved) at the Buyer's expense from wherever his property is located. The Buyer is obligated to give all necessary cooperation in this respect and grants the Supplier unconditional and irrevocable permission in advance to enter all those places where the properties are located and to repossess those goods.

### **4. QUALITY AND SAMPLES**

Unless specific requirements were stipulated when the order was placed and these requirements were expressly accepted in writing, the Supplier shall deliver its goods in conformity with normal trade quality, all this in line with the Dutch Commodities Act (*Nederlandse Warenwet*) and relevant EU regulations. Samples of goods shown or supplied are for reference purposes only, without any obligation to supply goods identical to such samples.

### **5. TRANSPORT AND DELIVERY**

1. Unless expressly agreed otherwise, delivery of the goods shall take place by road in accordance with the most recent Incoterm (currently Incoterms 2020) stated on the consignment note. The Terms and Conditions agreed between the parties shall be interpreted as far as possible in accordance with the Incoterms.

2. The information provided by the carrier on the consignment note or delivery note relating to the goods delivered shall serve as sufficient evidence between the parties, provided the consignment note or delivery note is signed by the Buyer in a clearly legible manner.

3. The Buyer is obligated to immediately take delivery of the goods purchased or services offered, as soon as they are delivered or offered to him. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the goods will be stored at the Buyer's risk. In the latter case, all additional costs, including storage costs and statutory interest, shall be at the expense of the Buyer. The Supplier shall then also be entitled to sell the goods, after having given the Buyer prior written notice of default. In this case all costs and losses of the Supplier shall be at the expense of the Buyer.

4. An indication of the (delivery) term within which the Supplier must fulfil his obligations is made to the best of his knowledge, but this indication is never a deadline, unless explicitly stipulated otherwise. If the Supplier is unable to fulfil his obligations within the indicated term or period, the Supplier must be given notice of default in writing, whereby a reasonable second term must be indicated.

5. Unless the Buyer has already sent a notice of default as referred to in the previous paragraph, the Supplier can always extend the agreed term by 20 working days without any liability. The Supplier must always do so within 10 working days (or earlier) of the expiry of the relevant term. However, the Buyer has the right to notify the Supplier in writing, by means of a reasoned letter, that non-compliance within the (extended) term set by the Supplier would lead to adverse consequences. The Buyer is then entitled to cancel the order in the event of non-compliance within the (extended) term. Article 2(6) applies in full.

6. The Supplier is entitled to make partial deliveries of the deliverable goods, provided within the agreed term, or within the term extended according to the previous paragraph. The Supplier shall also be entitled - at its discretion - to adjust the order and adjust the number of products downwards on the basis of the available stock at its disposal.

7. The term shall also be extended in the event of a temporary impediment as referred to in Article 10(2). Extension will then take place in accordance with Article 10(3).

8. Unless otherwise agreed in writing and/or no Incoterm is applicable, the transport of the goods to be delivered shall be at the expense and risk of the Buyer from the moment the goods leave the storage space of the Supplier. From the moment of delivery, the goods are always exclusively at the Buyer's risk. If desired, the Buyer shall take out transport insurance at his own expense.

## **6. COMPLAINTS AND RETURNS**

1. The Buyer must examine the goods upon delivery to determine whether they meet the specifications that are part of the Agreement. If this is not the case, the Buyer may protest immediately and at the latest within 24 hours after delivery. Complaints with regard to hidden defects must be made known to the Supplier in writing at the latest within 5 working days after they have been discovered, but at the latest within 1 month after delivery, under penalty of forfeiting any claim the Buyer may have against the Supplier.

2. The reasoned complaint must be sent to the Supplier in writing. If this is not the case, the Buyer can no longer claim faulty delivery.

3. If the Supplier decides to carry out his own investigation (or have it carried out) into shortcomings in the delivered goods reported by the Buyer, the Buyer is obligated to provide all necessary cooperation. At the Supplier's request, the Buyer shall return a sample of the goods complained about to the Supplier. If the Buyer fails to comply with any provision in this article, he forfeits all claims against the Supplier.

4. Return shipments of (only) the faulty goods can only take place after consultation with the Supplier and with his consent. Transport costs resulting from return shipments shall be at the expense of the Buyer, unless otherwise agreed. A copy of the consignment note, a copy of the invoice and - at the Supplier's first request - any other relevant documents must be submitted with the return shipment.

5. If the Buyer proves that the goods to which the complaint relates do not comply with the Agreement, and provided that the complaint has been submitted in accordance with the above provisions, the Supplier shall make an additional (re)delivery or issue a credit note for an amount not exceeding the amount of the order. In all other cases, the Supplier shall not be bound by any obligation.

6. After noticing a shortcoming in a product, the Buyer is obligated to prevent or limit further damage within his possibilities.

7. If the Supplier has to make certain efforts after the expiry of the aforementioned term, these efforts shall be regarded as an act of goodwill on the part of the Supplier and shall not lead to any liability on his part, unless otherwise agreed in writing. If a complaint is found to be unfounded and the Supplier has carried out certain activities or delivered goods for the determination thereof, the Supplier is entitled to charge the Buyer for the resulting costs, whereby it is entitled to charge a minimum amount of €250 (with annual indexation).

## **7. PRICES AND PAYMENT**

1. All prices quoted are exclusive of VAT and any other government levies, unless otherwise stated. In those cases where the Buyer fails to pass on his VAT registration number (acceptable for customs clearance) to the Supplier, the Supplier shall send the Buyer an invoice including VAT.
2. If the cost price or purchase price of the goods to be sold by the Supplier increases after the conclusion of the Agreement and before the delivery of the goods due to reasons beyond the Supplier's control, such as - but not limited to - an increase in raw material prices, transport prices, currency fluctuations, energy prices and excise duties, the Supplier is entitled to increase the prices.
3. The method of payment and terms of payment are set out in the Agreement or in the order confirmation. In general, payment must be made in Euros within 30 days from the invoice date, unless otherwise agreed in writing. After expiry of this period, the Buyer shall be in default, without notice of default being required.
4. From the start of the default period, the Buyer shall owe contractual interest equal to the statutory commercial interest rate applicable in the Netherlands.
5. If the Supplier has to incur judicial or extrajudicial collection costs as a result of the state of default, the Supplier is entitled to charge all these costs to the Buyer, which expressly includes the full costs for legal services.
6. Payments made by the Buyer always serve firstly to settle all interest and costs due, and secondly to settle payable invoices that have been outstanding the longest, even if the Buyer states that the payment relates to another item or invoice.

## **8. SECURITIES**

1. In the event of reasonable grounds or suspicion that the Buyer will not punctually fulfil his obligations, the Buyer is obligated upon first written request to immediately provide or supplement all securities which the Supplier deems appropriate and necessary for the fulfilment of the Buyer's obligations, in the form desired by the Supplier. As long as the Buyer does not comply with such request, the Supplier is entitled to suspend all his obligations towards the Buyer.
2. If the Buyer fails to comply with the request referred to in paragraph 1 within 14 days of a written demand to that effect, all obligations owed by the Buyer shall become due and payable with immediate effect.

## **9. END OF THE AGREEMENT**

1. If the Buyer does not fulfil, does not fulfil properly or does not fulfil on time any obligation arising for him from the Agreement, as well as in the event of bankruptcy of the Buyer, suspension of payments on his part, placement of (the legal body of) the Buyer under guardianship, closing down or liquidation of his company, the Supplier is entitled to dissolve the Agreement in full or in part or to suspend (further) fulfilment of his obligations under the Agreement at his discretion, without any further obligation to pay compensation and without prejudice to his statutory rights. In such cases, the Supplier shall also be entitled to demand immediate payment of any amounts due.
2. In all cases in which the Buyer learns of facts and/or circumstances which give him good reason to fear that he will not (be able to) fulfil his obligations towards the Supplier, he is obligated to inform the Supplier immediately. The Supplier shall then have the same rights as set out in paragraph 1.

## **10. FORCE MAJEURE**

1. If the proper fulfilment of (part of) the Supplier's obligations is temporarily or permanently impossible as a result of one or more circumstances beyond the Supplier's control, including the events mentioned in the paragraph below, the Supplier is entitled to cancel and/or dissolve the Agreement on the grounds of force majeure.
2. Force majeure shall in any case mean:
  - strikes, labour actions, lockouts, illness, pandemics, import, export or transit bans or other government measures that prevent the Supplier from fulfilling its obligations at the agreed time and in the agreed manner, transport difficulties, production disruptions, supplier problems, infectious animal disease(s), natural disasters, nuclear disasters, wars and

military threats, a general shortage of the necessary raw materials and other items or services required for the fulfilment of the agreed commitment;

- the circumstance that one or more rights are exercised by third parties against the Buyer in respect of shortcomings of the latter in connection with agreements between such third party and the Buyer regarding goods delivered or to be delivered by the Supplier (e.g. in the event of seizure);
- the circumstance that an obligation of the Supplier cannot be fulfilled at the agreed time or in the agreed manner due to an act, omission or non-fulfilment of an obligation on the part of the Buyer.

3. During the period of force majeure, the Supplier's obligations shall be suspended and the Buyer shall not be entitled to dissolve the Agreement. If the fulfilment of the obligation is suspended for more than three months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay damages. Dissolution is not possible if private label products or on-request products are involved, as these are products that are not part of the Supplier's regular assortment and/or have been purchased specifically for the benefit of the Buyer in question.

4. If, in the event of force majeure as a result of the occurrence of one or more of the events referred to in paragraph 2, the Supplier has already partly fulfilled his obligations, or can only partly fulfil his obligations, he is entitled to separately invoice the part already delivered or the deliverable part, as the case may be, and the Buyer is obligated to pay this invoice as if it concerned a separate agreement.

5. If, after the end of a force majeure situation as referred to in this article, the Buyer does not cooperate in the delivery after the Supplier has given him a period of 14 days to do so, the Supplier is released from his obligation to deliver. The provisions of Article 5(3) shall in that case apply without prejudice.

## **11. LIABILITY AND COMPENSATION**

1. The Supplier's liability, insofar as it is covered by its legal liability insurance, shall be limited to the amount paid out by the insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, the liability shall be limited to the net invoice value of the goods delivered in respect of the order concerned, with a maximum of €10,000.

2. The Supplier shall only be liable for damage resulting from intent or gross negligence. In addition, the Supplier shall never be liable for consequential damage.

3. If the nature or the composition of a product supplied by the Supplier changed after delivery by the actions - or within the sphere of influence - of third parties and it is established that these changes have influenced the extent of the damage, any liability of the Supplier is excluded. The same applies in case of damage due to force majeure as referred to in the previous article.

4. The Supplier is not liable for the correctness or completeness of information or advice provided before the Agreement is concluded. Nor is the Supplier liable for damage if the Buyer fails in his obligations or if the Buyer provides incorrect, faulty or incomplete information or materials.

5. The Buyer indemnifies the Supplier against all claims of third parties for compensation of any damage suffered by third parties in connection with the performance of an Agreement, which is the result of the actions or omissions of the Buyer.

6. The provisions of this paragraph do not affect the Supplier's liability pursuant to mandatory statutory provisions.

## **12. SAFETY REQUIREMENTS**

The Customer himself is responsible for compliance with any applicable national laws and regulations insofar as the goods are transported or traded by the Customer outside the Netherlands, including, but not limited to, (food) safety requirements, packaging regulations, mandatory information to be included and translations thereof, and applicable import/export restrictions. The Customer shall indemnify the Supplier against any and all claims and/or penalties in connection with non-compliance with the aforementioned obligations.

### **13. RECALL**

1. In the event the Supplier receives or has received indications that traded goods pose a danger to the safety and health of consumers, the Supplier may decide to recall (part of) the goods delivered to the Customer. The Customer is obliged to cooperate in all actions necessary for the recall.
2. As soon as the Supplier is aware of the necessity of a possible recall, it shall inform the Customer of the reason and scope of the recall, providing relevant information and/or documentation to that effect. If a recall proves necessary, the Supplier and the Customer shall determine in mutual consultation the course of action by which the goods in question will be recalled as effectively and efficiently as possible, with instructions and decisions of the Supplier being leading.
3. The Supplier shall determine the content of any warnings, press releases and/or other public statements in connection with the recall. The Customer shall not make any statements or announcements in this respect without the prior consent of the Supplier.
4. The Customer is obliged to organise his business process in such a way that goods can be traced and retrieved with due speed.
5. The Customer is himself liable and indemnifies the Supplier for damage in connection with not (timely) complying with instructions of the Supplier and/or performing or correctly omitting actions that have led to an increase in damage.

### **14. INTELLECTUAL PROPERTY RIGHTS AND TRADEMARK REPUTATION**

1. The Supplier expressly reserves all intellectual property rights in connection with goods supplied by it (including at least trademark rights, copyrights and model rights).
2. The Buyer is prohibited - outside its normal course of business - from disclosing and/or reproducing, modifying or making available to third parties outside the organisation goods subject to the intellectual property rights of the Supplier or its suppliers without the express prior written consent of the Supplier. The Buyer shall furthermore follow any instructions of the Supplier regarding the use of intellectual property rights of the Supplier or its suppliers.
3. The Buyer shall immediately inform the Supplier in the event of a claim by third parties regarding intellectual property rights and/or as soon as the Buyer becomes aware of a (possible) infringement by third parties against any intellectual property rights of the Supplier or its suppliers. The parties guarantee each other full mutual cooperation in such a situation.
4. The Buyer shall not change the packaging of the goods and shall not erase or render illegible any warnings or advice on such packaging regarding the use, storage or disposal of the goods.
5. The Buyer shall not alter, remove or in any way affect the trademarks or other marks or numbers of the Supplier or its suppliers affixed to the goods.
6. The Buyer shall take care not to jeopardise or in any way harm the reputation and/or good name of the Supplier and its brand names, trademarks or other distinctive signs owned by the Supplier or its suppliers, including, but not limited to, advertising or merchandising goods with the Supplier's or its suppliers' signs affixed to them that are damaged, leaky, mouldy, corroded, discoloured or otherwise not in accordance with normal commercial quality.

### **15. CONFIDENTIALITY**

The Buyer is obligated to treat all that becomes known to it in the context of the execution of the Agreement(s) as confidential information, to keep it secret and to stipulate the same from staff members and third parties involved in the execution of the Agreement(s).

### **16. CHOICE OF LAW AND FORUM**

1. In the event of a dispute, the Parties will initially seek to resolve it by mutual agreement.
2. All legal relationships between the Supplier and the Buyer are exclusively governed by Dutch law, with express exclusion of the Vienna Sales Convention.



3. All disputes and conflicts between the Supplier and the Buyer are subject to the exclusive jurisdiction of the competent court in the district of Noord-Holland, unless the Supplier, in his capacity as claimant or applicant, opts for the jurisdiction of the Buyer's domicile or place of business.

4. Notwithstanding the provisions of the previous paragraph, the parties may jointly choose another method of dispute resolution.