

## 1. GENERAL TERMS AND CONDITIONS OF PRINSEN BERNING

### 2. Definitions

In these Terms and Conditions, the following terms are defined as set out below:

**Agreement or Agreements** means any agreement (written or oral) concerning the sale and delivery of Products by Prinsen Berning to the Customer;

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which banks are open for normal business (other than internet banking services only) specifically in the Netherlands and specifically in Germany

**Confidential Information** means the information provided to the Customer and disclosure and all confidential or proprietary information from and/or relating to Prinsen Berning;

**Office Hours** means the time between 9:00 to 18:00 (CET) on Monday to Friday, excluding official Dutch and German holidays;

**Parties or Party** means either the Customer, Prinsen Berning or both;

**Products** means any products of whatever nature (including any of them or any part of them) manufactured and/or supplied by Prinsen Berning for the Customer in accordance with the Agreement;

**Terms and Conditions** means these general terms and conditions, including any changes made thereto by Prinsen Berning from time to time, filed with the Trade Register of the Dutch Chamber of Commerce and published on the Website;

**Customer** means the natural person or the legal entity that purchases the Products;

**Prinsen Berning** means EPF Holding B.V., a private limited liability company incorporated under the laws of the Sojadjijk 2, 5704 RL Helmond, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 66733936 and/or any of its, direct and indirect subsidiaries, affiliates or (parent) group companies, including but not limited to Prinsen Food Group B.V., Prinsen B.V. and Gustav Berning GMBH & CO KG ;

**Specifications** means the technical specifications and formula for the Products supplied by Prinsen Berning.

### 2. General

- 2.1. These Terms and Conditions, as may be amended by Prinsen Berning from time to time, apply to all its services. The Customer acknowledges and agrees to have read, understood and agreed to the terms and conditions set out below.
- 2.2. Unless otherwise agreed in writing, these Terms and Conditions are part of and applicable to each request, quotation, offer, order and Agreement for the supply of Products by Prinsen Berning to Customer.
- 2.3. Prinsen Berning reserves the right to update the Terms and Conditions at any time and without prior notice to a Customer. Such updated Terms and Conditions will be available for the Customer at any time via the Website.
- 2.4. The applicability of the Customer's general terms and conditions is specifically excluded.
- 2.5. Prinsen Berning is at all times authorized to engage third parties in the execution of the Agreement and to transfer any rights or obligations resulting from the Agreement and/or these Terms and Conditions to a third party.
- 2.6. Any changes or amendments to the Agreement and/or these Terms and Conditions, including this requirement of written form, shall be made in writing.
- 2.7. The term 'written' or 'in writing' in the Agreement also refers to email communication, provided that the identity of the sender and the integrity of the contents of the email are adequately established

### 3. Conclusion of Agreement

- 3.1. Quotations and offers made by Prinsen Berning for the sale of Products are subject to confirmation.
- 3.2. Customer can accept the offer during a period of 14 days after the date of the offer, subject to another explicitly stated acceptance period.
- 3.3. Oral and written orders from the Customer are only binding if confirmed by Prinsen Berning, by sending a written acceptance to the Customer. The written acceptance of an order by Prinsen Berning constitutes an Agreement between the Parties.
- 3.4. The quantity, quality and description of the Products shall be as set out in Prinsen Berning's written acceptance or in the delivery note, as the case may be.
- 3.5. Insofar as the Customer is represented and the representative therefore does not enter into an Agreement with Prinsen Berning in its own name, the representative must demonstrate its authority to enter into an Agreement on behalf of the Customer.
- 3.6. Each agreement is entered into by Prinsen Berning under the suspensive conditions that the Client - and this exclusively at Prinsen Berning's discretion - proves to be sufficiently creditworthy for the financial performance of the agreement and that Prinsen Berning's insurer is prepared to pay Prinsen Berning's claim against the Client.
- 3.7. All documents relating to quotations made by Prinsen Berning are and remain the property of Prinsen Berning and may not be passed on to third parties, provided for inspection, reproduced or duplicated in any way without its written permission.

### 4. Specifications and samples

- 4.1. Prinsen Berning is entitled to make changes to the Specifications which are required to conform to any applicable statutory requirements or which do not materially affect the quality of the Products.
- 4.2. If any Products are made or altered by Prinsen Berning in accordance with a specification of the Customer, the latter shall indemnify Prinsen Berning against all costs, claims, damages and expenses arising from or in connection with such specification including the infringement of any intellectual property rights therein.
- 4.3. Unless otherwise agreed in writing, any samples supplied to the Customer are for information purposes only and do not imply any express or implied representation or warranty.

### 5. Price

- 5.1. The price for the Products will be the price stated in the Agreement. Unless otherwise stated in the Agreement, all prices shall be exclusive of packaging, loading, transport, warehousing and insurance VAT (*BTW*) and other duties, levies and/or any other surcharges, all of which shall be for the account of the Customer. All prices stated by Prinsen Berning are in Euros.
- 5.2. Unless otherwise agreed in writing, Prinsen Berning is authorised to adjust the prices during the term of the Agreement to reflect (i) any increase of Prinsen Berning's actual costs for purchasing individual components like raw materials, packaging, energy etc., (ii) any change in delivery dates, quantities or Specifications for the Products requested by the Customer, (iii) any delay caused by failure of Customer to provide adequate information or instructions or (iv) in accordance with the price index or other standard included in the Agreement.
- 5.3. Prinsen Berning is entitled to separately invoice the following costs to the Client:
  - 5.3.1. analysis (s) of the items to be delivered, with the principle that Prinsen Berning will contribute to the analysis of new items up to a maximum of EUR 1,000 in the costs of the analysis; the additional costs and all other analyzes are always for the account of the Client;
  - 5.3.2. work performed by third parties which are not explicitly included in the price issued by Prinsen Berning;
  - 5.3.3. Packaging materials and raw materials purchased by Prinsen Berning that are specifically intended for the Client.

### 6. Payment

- 6.1. Prinsen Berning is entitled to require the Client to pay an advance up to a maximum of 100% of the total order amount prior to the delivery of the goods.
- 6.2. Payment is made against invoice, inclusive of VAT, to the bank account nominated by Prinsen Berning and within eight (8) days from the date of invoice, unless the Parties have explicitly agreed otherwise. The Customer must make all payments in Euros.
- 6.3. From the moment any sum is due and not paid, the Customer shall be in default without the need for further notice. Without prejudice to Prinsen Berning's right of payment, Prinsen Berning is entitled to suspend all deliveries until all outstanding amounts have been paid in full. Prinsen Berning is not liable for any damage as a result thereof. And Prinsen Berning is authorized to proceed with collection without further notice of default. In that case, the Client will be charged the statutory commercial interest in accordance with Article 6: 119a of the Dutch Civil Code on the amount due.
- 6.4. In addition to the principal sum and the default interest, the Client owes all costs, both judicial and extrajudicial, incurred by Prinsen Berning for the collection of its claim as well as for the preservation of its rights. Under legal costs covered in any case the declarations of lawyers, attorneys, experts and all those who have instructed Prinsen Berning to assist with the collection or to whom Prinsen Berning has instructed to conduct proceedings for this purpose, even though the declarations concerned may be higher than the sum, which the judge in the proceedings has estimated for costs at the expense of the unsuccessful party. Out-of-court costs are in any case to include declarations and invoices from expert advisers (legal and other), collection agencies, bailiffs and all those who have instructed Prinsen Berning to assist Prinsen Berning in the extrajudicial collection. The extrajudicial costs are set at least at 15% of the principal sum plus the payable VAT, with an absolute minimum of EUR 250.
- 6.5. Claims and/or complaints do not suspend the term of payment.
- 6.6. The Customer is not entitled to set off any claims it may have against Prinsen Berning with any payments or other obligations due by the Customer to Prinsen Berning.
- 6.7. After the start of the agreement, Prinsen Berning is also entitled to demand security from the Client for the fulfillment of its financial obligations vis-à-vis Prinsen Berning, if Prinsen Berning has good reason to fear that the Client will not fulfill its payment obligations to Prinsen Berning or will not do so on time. If and as long as the Client refuses in that case or is unable to provide security, Prinsen Berning is entitled to suspend the performance of its obligations or to dissolve the agreement.
- 6.8. The Client is obliged to immediately inform Prinsen Berning of the seizure of his movable and / or immovable property in the event of bankruptcy, (or if an application for bankruptcy has been submitted), suspension of payment or request for debt rescheduling and of all circumstances. or events that could adversely affect the regular performance of the agreement in question for the Client and / or Prinsen Berning. In the event of liquidation, bankruptcy, seizure or suspension of payment, the claims of Prinsen Berning on the Client are immediately claimable.
- 6.9. Prinsen Berning is at all times entitled to claim all claims on the Client that can be valued in money. And use these to offset against all claims from both Prinsen Berning and all companies affiliated in any way with Prinsen Berning. Prinsen Berning will invoke the right to settle a claim by means of a written statement to the Client.

## 7. Delivery

- 7.1. Delivery of the Products shall be made by Prinsen Berning delivering the Products on its business premises EXW or such other place as may be agreed, and in accordance with the latest version of the Incoterms as set by the International Chamber of Commerce.
- 7.2. Any quoted delivery dates are indicative only and Prinsen Berning shall not be liable for any delay in delivery of the Product. Time for delivery shall not be of the essence of the Agreement, unless otherwise agreed in writing. Prinsen Berning shall notify Customer as soon as possible regarding any foreseeable delay to a delivery.
- 7.3. Prinsen Berning may deliver the Products by instalments and each delivery shall constitute a separate Agreement.
- 7.4. If, after a written reminder from the Client whereby Prinsen Berning is granted a reasonable period of time, Prinsen Berning does not, not timely or properly fulfill its obligations, the Client may terminate, or suspend the agreement in question for the defective part, without being able to claim compensation for damage.
- 7.5. Exceeding the delivery period due to force majeure does not entitle either party to compensation, nor to non-compliance with any obligation arising from this or from another agreement related to the order, nor to the termination of the agreement.
- 7.6. If the Client gives an expectation with regard to the goods to be purchased and Prinsen therefore reserves production capacity, the Client is obliged to actually purchase the issued expectation. If the Client purchases less than the aforementioned minimum, Prinsen is entitled to charge the difference to the Client.
- 7.7. Prinsen Berning has the choice of the method of shipping the sold items, unless Prinsen Berning has received a specified shipping order from the Client on time, but at least 24 hours prior to the shipment.
- 7.8. Items that have not been purchased by the Client after the delivery period has expired, remain available to the Client and are stored by Prinsen Berning for the account and risk of the Client. Prinsen Berning will, within three working days after the afore mentioned storage has taken place, inform the Client in writing of the fact that the goods have been stored as well as the location of storage. The proof of storage will be sent for this purpose.
- 7.9. If a party wishes to receive or deliver earlier, later or in part, it must inform the other party of this as soon as possible
- 7.10. Customer accepts that Prinsen Berning handles an under or over delivery tolerance of 10%.

## 8. Transfer of risk and title

- 8.1. All risks of loss or damage relating to the Products shall pass to Customer on delivery.
- 8.2. The property of the Products will pass to Customer after full payment of all amounts which Prinsen Berning is entitled to claim from Customer for the Products delivered to Customer pursuant to the Agreement as well as due to its being in default of observing the Agreement or these Terms and Conditions.
- 8.3. Products delivered by Prinsen Berning under retention of title (*eigendomsvoorbehoud*) may only be resold by Customer within the scope of its normal business activities and only in an arm's length bona fide transaction at full market value or at a proper trade discount.
- 8.4. Customer is obliged to ensure that the Products that are (still) the property of Prinsen Berning remain or are rendered identifiable. Should Customer be in default or should there be good reason to suspect that Customer may default on any of its obligations, Prinsen Berning shall be entitled to remove the Products belonging to it from Customer's possession or from the possession of a third party holding the Goods on behalf of Customer at Customer's expense.
- 8.5. Customer undertakes to insure and keep insured against loss, damage and theft all the Products delivered under retention of title and to make the insurance policy available for inspection by Prinsen Berning on request.

## 9. Complaints

- 9.1. Upon delivery the Customer must inspect the goods immediately and retain an additional sealed copy of each sample for Prinsen Berning and notify Prinsen Berning in writing of any defect or discrepancy (in terms of quantity, quality or otherwise) immediately but at any rate within fifteen (15) Business Days of delivery.
- 9.2. If a defect only becomes apparent sometime after delivery the Customer may only invoke non-compliance of the item with the standards set out in the contract if he notifies Prinsen Berning thereof within five (5) Business Days after he has detected or reasonably should have detected the said defect; in assessing whether and when the Customer reasonably should have detected a defect, the Customer's obligations to observe the standards of supervision care dictated by practice and statutory regulations in respect of the storage of the goods shall be taken into account.

- 9.3. All complaints must be made to Prinsen Bering's address. Complaints shall be accompanied by the corresponding documents and samples as well as, if necessary, photographs, surveyors' reports and/or any other relevant documents and complaints, failing which Prinsen Bering shall not be obliged to consider incomplete complaints.
- 9.4. Any goods in respect of which the Customer gave notice of a defect or discrepancy must be kept for Prinsen Bering in an appropriate location without being used, mixed or processed. Upon request Prinsen Bering, its insurer, or a designated representative of Prinsen Bering or its insurer, must be granted immediate access to the goods as well as any assistance required to inspect the reported defect.
- 9.5. In the event of non-compliance with the provisions contained in Articles 9.1 to 9.4 the Customer will irrevocably forfeit the right to complain about the goods delivered.
- 9.6. The Customer may not file any complaints about the goods delivered as long as he has failed to comply with any obligation towards Prinsen Bering in connection with the delivery.
- 9.7. If the complaint has been filed correctly and the defect or discrepancy in respect of the goods has been properly demonstrated Prinsen Bering shall replace the goods free of charge against return of the defective or discrepant goods or agree a discount; any further compensation is precluded.
- 9.8. Notwithstanding Article 19, all disputes regarding the quality of a product shall be settled through analysis of a representative sample, taken by an independent, professional third party. Samples shall only be taken from sealed packages. Samples shall be analysed by a reputable independent expert laboratory to be appointed by Prinsen Bering, at the time of the inspection, unless agreed otherwise. The costs incurred with respect to sampling and analysis shall be borne by the party found to be in the wrong.
- 9.9. If and insofar as there is damage to the packaging material and / or if there is a breakage, contrary to what has been determined for that purpose in Article 7.1, The Customer must submit a written complaint within two days of receiving the goods, upon expiration of which period the right to complain expires. All complaints must include an accurate description of the defect.
- 9.10. Minor and / or standard deviations and differences in quality, color, size and the like can never provide grounds for complaints.
- 9.11. If the number of items to be delivered is expressed in units, a deviation of up to 5% from the agreed number is permitted.
- 9.12. All rights to claim damages are void if: (a) the goods have been used, transported, processed, processed or stored by or on behalf of the Client incorrectly or contrary to the instructions provided by or on behalf of Prinsen Bering; (B) the goods have been processed by or on behalf of the Customer.

## 10. Warranty

- 10.1. Prinsen Bering warrants that the Products sold to the Customer will be in conformity with the Specifications at the time of delivery.
- 10.2. Unless otherwise agreed in writing or defined herein, Prinsen Bering does not make and hereby expressly disclaims all other express or implied representations or warranties, including but not limited to non-infringement, remainder in effect, merchantability, accuracy, title, enforceability, fitness for a particular purpose of the Products or conformity to any law, regulation or standard.
- 10.3. If the Products are not in conformity with the Specifications at the time of delivery Customer has at its choice the following remedies which are the sole and exclusive remedies available to Customer:
  - a. replacement of (part of) the delivered Products concerned by Prinsen Bering; or
  - b. reimbursement of the price of (part of) the delivered Products by Prinsen Bering. Prinsen Bering does not guarantee that the Products shall be adapted to changes in relevant legislation and regulations on time.
- 10.4. The warranty excludes defects in materials or parts manufactured by a third party and / or prescribed by the Customer or on request on its behalf and / or delivered to Prinsen Bering. In this respect, a defect also includes unsuitability for the use for which the prescribed materials and / or parts are intended by the Customer.
- 10.5. Any claim or warranty will immediately expire if the items in question have not been properly treated, including, but not limited to, damage resulting from: a. improper storage (for example an incorrect temperature and / or humidity level); b. improper transportation.
- 10.6. The guarantee does not apply if and as long as the other party does not fulfill its obligations to Prinsen Bering.
- 10.7. Except for the warranty described above, no other obligations for repair or replacement apply to Prinsen Bering. Parts that Prinsen Bering replaces to fulfill its warranty obligations become its property

## 11. Collaboration

- 11.1. The Customer will always provide Prinsen Bering in a timely manner with all the information or information that is useful and necessary for the proper execution of the agreement and provide all cooperation.
- 11.2. If data necessary for the execution of the agreement is not available to Prinsen Bering, not in time or in accordance with the agreements made or if the Customer does not fulfill its obligations in any other way, Prinsen Bering is in any case entitled to suspend the execution of the agreement and Prinsen Bering has the right to charge the resulting costs according to the usual rates.
- 11.3. Prinsen Bering is entitled to engage third parties in the performance of the agreement. Prinsen Bering is also entitled to transfer rights and obligations arising from the agreement to third parties

## 12. Retention of title

12.1. All goods delivered to the Customer remain the property of Prinsen Bering, but at the expense and risk of the Customer, until all amounts owed by the Customer for the goods delivered or to be supplied with the Customer under this agreement or any other agreement concluded with the Customer or work performed or to be performed, as well as with regard to current and future claims against the Customer for failure by the Customer to comply with this or similar agreement (s), including interest and costs of collection, until fully paid by the Customer. Prinsen Bering also acquires or retains ownership of all other items it has supplied, as well as the items on which Prinsen Bering's ownership rights are lost through processing and / or otherwise, as long as the Customer does not fully fulfilled its (payment) obligations.

12.2. The goods supplied may be resold or used by the Customer within the framework of its normal business operations, but the Customer is not entitled to alienate the goods in any way, encumber them with a limited security or (enjoyment) right, or otherwise from Prinsen Bering.

12.3. The customer is obliged to immediately inform Prinsen in writing if third parties assert rights to the goods that still belong to Prinsen Bering.

12.4. The Customer is obliged to insure the goods against fire, explosion and water damage as well as against theft for the duration of the retention of title and to provide the policies of these insurance policies to Prinsen Bering for inspection upon first notice.

12.5. All claims of the Customer against the insurers of the goods under the aforementioned insurance policies will, as soon as Prinsen Bering indicates this is desired, be pledged to it by the Customer in the manner as indicated in art. 3: 239 of the Dutch Civil Code, as additional security for the claims of Prinsen Bering against the Customer.

12.6. If the Customer fails to meet its payment obligations towards Prinsen Bering or if Prinsen Bering gives good reason to fear that it will fail to fulfill those obligations, Prinsen Bering will be entitled to take back the goods delivered under retention of title. All costs that may arise as a result thereof are for the account and risk of the Customer.

12.7 If Prinsen Bering claims the goods as its property, the Customer is obliged to designate Prinsen Bering the place where the goods are located and gives the Customer permission now and then to enter the sites and buildings in question in order to take things back.

12.8 If the Customer forms a new item from goods delivered by Prinsen Bering that are subject to a retention of title, the Customer will act on that instruction on behalf of Prinsen Bering and the Customer will keep the new item for Prinsen.

12.9 To the extent that Prinsen Bering still has (other) claims on the Customer - as referred to in paragraph 1 - and Prinsen Bering has supplied the Customer with goods that are no longer subject to a retention of title, the Customer establishes security for the fulfillment of its obligations in favor of Prinsen Bering by setting a lien on these matters, which the latter will accept. The Principal will, upon Prinsen Bering's first request, sign such a deed of pledge. The Customer will guarantee that it is authorized to pledge the goods and that, apart from the rights of Prinsen Bering, the goods are not pledged and / or have limited rights.

12.10 The Customer undertakes not to assign or pledge claims it has against its clients to third parties without the prior written consent of Prinsen Bering. The Customer also undertakes to pledge the claims referred to as soon as Prinsen Bering has expressed its wish to do so, in the manner as indicated in art. 3: 239 of the Dutch Civil Code to provide additional security for its claims on any account whatsoever against the Customer.

12.11 If, in accordance with paragraph 5 of this article 9, Prinsen Bering claims the retention of title if its ownership demands and removes these goods for this from the Customer or has a third party delivered, the claim of Prinsen Bering on the Customer will, up to the total amount that the Customer owes, be reduced by the market value of the items taken back at the time of the take back. For this market value, the Customer receives a credit invoice from Prinsen Bering, which may be set off by the Customer against Prinsen Bering's claim against the Customer. This market value is equal to the purchase price realized by the private or public sale of these goods to third parties, all this at Prinsen Bering's choice.

12.12 Prinsen Bering is entitled to take back so many items from the Customer until the sales proceeds realized with the intended private or public sale of returned items have met the full claim of Prinsen including costs, interest and any compensation.

12.13 If the law of the country of destination of the delivered goods has more far-reaching options for the retention of ownership than stipulated in this article, it applies between parties that these more far-reaching options are deemed to have been agreed by the parties on behalf of Prinsen Bering, with the understanding that if it is not objectively possible to determine to which more far-reaching rules this provision relates, the provisions of this article will continue to apply.

### 13. LIABILITY

- 13.1. In all cases in which Prinsen Bering is obliged to pay damages, these shall be limited per calendar year to an amount equal to the total value of the invoices (excluding VAT) paid by the Customer under an Agreement for the particular type of Product in such calendar year, but in any event to an aggregate maximum of EUR 5.000.000 euro) per calendar year for all and any claims against Prinsen Bering.
- 13.2. Prinsen Bering shall in no event be liable for any loss of income or profits, loss of business or clients, loss of goodwill, loss of use, product recall costs, increased cost of working, penalties, fines, punitive damages, damage resulting from late delivery, damage to reputation, or any other special, indirect or consequential damages or losses arising out of or in connection with any Agreement.
- 13.3. In order to be entitled to any compensation, the Customer must report the damages to Prinsen Bering in writing as soon as possible, but no later than two (2) days after the damage has occurred.
- 13.4. For the damage described above, Prinsen Bering accepts in any case no liability for that damage for which Prinsen Bering is not insured and should not have been insured on the basis of the practices in force in the sector.
- 13.5. Prinsen Bering accepts no liability whatsoever for defective parts of goods, which parts have been produced by a third party on behalf of the Customer, if and insofar as this defectiveness is the result of inaccuracies or imperfections in the design provided to the Customer by Prinsen Bering, as well as for infringements that such a design makes on the rights of third parties.
- 13.6. The Customer indemnifies Prinsen Bering against all claims from third parties for product liability as a result of a defect in a product delivered by the Client to a third party and which also consisted of goods delivered by Prinsen Bering, except if and insofar as the Customer proves that the damage is caused by the goods delivered by Prinsen Bering.
- 13.7. Prinsen Bering accepts no liability for damage caused by products consumed after the expiry date and / or for products whose packaging was damaged.
- 13.8. Prinsen Bering can in no way be held liable for any lack of items, if and insofar as these items are not manufactured by Prinsen Bering itself, but at the express request of the Customer to Prinsen Bering are manufactured by third parties, including labels, packaging leaflets, manuals or otherwise.

### 14. Termination

- 14.1. In case an Agreement is entered into for an indefinite period, Prinsen Bering may terminate the Agreement at any time and for any reason in writing taking into account a notice period of three (3) calendar months. Prinsen Bering is never obliged to pay any compensation due to termination of the Agreement.
- 14.2. Prinsen Bering shall be entitled to suspend the performance of an Agreement, or to terminate an Agreement (whether in full or in part, without prejudice to its other rights and remedies and whilst retaining all of its rights to compensation for costs and damages) with immediate effect on written notice, if:
  - 14.3. If the Customer commits a breach of any of the provisions of the Agreement or these Terms and Conditions and (i) the breach has not been remedied within a period of fifteen (15) Business Days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy;
  - 14.4. the Customer commits any serious misconduct, or any intentional, negligent or tortuous act;
  - 14.5. the Customer is declared bankrupt, or (provisional) suspension of payment is requested, if its business is liquidated or discontinued or it is otherwise insolvent; or
  - 14.6. changes are made to the direct or indirect ownership or decisive control of the Customer or its business or the Customer transfers all or substantially all of its assets to a third party.
- 14.7. Both parties shall be entitled to terminate an Agreement in accordance with clause 18 (Force Majeure) hereof.
- 14.8. If and when terminated in accordance with the foregoing provisions, the Customer shall not have any claims against Prinsen Bering as a consequence of such termination.
- 14.9. If, at the time of termination, the Customer has already received Products in the performance of the Agreement, these Products and the associated payment obligations shall not be undone unless the Customer proves that Prinsen Bering is in default with respect to the Products. With due regard to the preceding sentence, amounts invoiced by Prinsen Bering prior to termination in connection with what is already properly performed in the performance of the Agreement shall remain payable in full and shall become immediately due and payable at the time of termination.
  - 14.9.1. Prinsen Bering shall be entitled to suspend the execution of a Sales Confirmation, or to terminate a Sales Confirmation (whether in full or in part) with immediate effect on written notice, in the event:
    - A (semi)-governmental body requests Prinsen Bering to decrease the usage of gas and electricity and as a result of such request Prinsen Bering, at its sole discretion, is forced to shut down a plant or partially shut down a plant and as a consequence thereof Prinsen Bering is (i) not capable of (timely) fulfilling its contractual obligations towards the customer or (ii) is only capable of (timely) fulfilling its contractual obligations, whilst paying much higher prices for gas and electricity.

If and when suspended or terminated in accordance with the foregoing, customer shall not have any claim against Prinsen Bering as a consequence of such suspension or termination.

- Or delayed or cancelled deliveries to Prinsen Bering by third parties of ordered goods or services needed for the production of goods for the customer, in circumstances other than can be imputed to Prinsen Bering, unforeseeable problems with production or transport, devaluation, increasing of levies or taxes of whatever nature, significant change of prices of raw materials or energy, and lapse, withdrawal or non-extension of the required permits, certificates, licences and such like.

In case which Prinsen Bering will inform the customer in writing and the obligations of Prinsen Bering shall be, to the extent that it is so prevented or impeded, suspended without liability for breach or non-performance. The reciprocal obligations of the other Party hereunder shall also be suspended without liability for breach or non-performance. During the term of the Event, either Party shall be entitled, by way of notification to the other Party, to cancel any outstanding or confirmed orders.

## 15. Confidentiality

- 15.1. Each Party must ensure that all information received from the other Party, of which it knows or should reasonably know it is confidential, is kept secret. The Customer may not provide information made available by Prinsen Bering to a third party or otherwise make Prinsen Bering's information publicly available.
- 15.2. Each Party represents and warrants that employees who have access to the Confidential Information are bound to confidentiality provisions that are at least as stringent as the confidentiality provisions contained in these Terms and Conditions.
- 15.3. Confidential Information will not be disclosed to third parties without the prior written consent of Prinsen Bering.
- 15.4. Confidential Information may be disclosed in response to a valid court or other governmental order, provided that (if permitted by such order) Prinsen Bering is notified as soon as possible after receipt of the order and given an opportunity to seek legal redress against such disclosure.
- 15.5. Information which would otherwise be Confidential Information shall not be deemed confidential to the extent that the Customer proves by written records that the information:
  - 15.5.1. is lawfully obtained by the Customer from sources available to the general public such as newspapers, online databases or informative websites;
  - 15.5.2. is lawfully obtained by the receiving Party from a third party, provided that the third party does not breach any confidentiality obligation towards the Customer;
  - 15.5.3. was already in the possession of the Customer prior to the date on which it was provided by Prinsen Bering; or
  - 15.5.4. was developed by the Customer independently and without the use of any information from Prinsen Bering.
- 15.6. Upon the first request of Prinsen Bering as well as directly after termination of the Agreement, the Customer shall destroy or delete all Confidential Information in its possession and confirm this to Prinsen Bering in writing.
- 15.7. The Customer may only use the Confidential Information for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by Prinsen Bering.
- 15.8. The obligation to keep the Confidential Information confidential, continues after termination of the Agreement for whatever reason, for as long as Prinsen Bering can reasonably claim the confidential nature of the Confidential Information.
- 15.9. All intellectual property rights on (parts of) the goods delivered or otherwise made available by Prinsen Bering (including any documentation) are vested in Prinsen Bering or its supplier (s). To the extent that (parts of) these items are protected by any intellectual property right or an equivalent right, the Customer only acquires the rights of use and powers that are expressly granted to him in this article. The Customer only has the right to use the relevant (parts of) goods within his organization in a way that is considered customary for such an organization. Insofar as the relevant items also include recipes and the like, the Customer is not permitted to translate, adapt, copy, modify or use these without the prior written permission of Prinsen, unless this is permitted on the basis of mandatory legal rules.
- 15.10. The Customer is not permitted to remove or change any designation on or in the relevant goods concerning copyright, patent rights, brands, trade names or other intellectual property rights. Prinsen Bering declares that to the best of its knowledge, the relevant cases do not infringe the intellectual property rights of third parties in force in the Netherlands. If a lawsuit is initiated for an infringement of such rights or if there is a possibility, Prinsen Bering may, at its option, inter alia replace or change the relevant cases, or acquire the right to continue using them, or take back in whole or in part with repayment of the price paid to Prinsen Bering by the Customer for this purpose, withholding a reasonable amount for depreciation. The Customer will immediately inform Prinsen Bering in writing of any liability or legal measure based on the statement that the use of the items concerned infringes any intellectual property right in force in the Netherlands. Prinsen Bering is entitled, but not obliged, to conduct an exclusive defense or to reach a settlement in proceedings based on an alleged infringement as referred to in the previous paragraph. Prinsen Bering will then pay the costs and damages determined by a court decision or by the settlement at its own expense.
- 15.11. The Customer will immediately warn Prinsen Bering if he or she knows that third parties are infringing or are attempting to infringe Prinsen Bering's industrial or intellectual property rights or know-how or if third parties believe that Prinsen Bering is infringing their industrial or intellectual property rights or know-how.
- 15.12. Prinsen Bering does not accept any liability towards the Customer for any infringement as referred to in the previous paragraphs of this article if the infringement is related to the fact that the Customer has modified or modified the goods in question, or had these acts performed by third parties, or the goods concerned. used in conjunction with or combination with products not supplied by Prinsen Bering, or used in a different way than indicated in the documentation etc.
- 15.13. If and insofar as the relevant items made available to the Customer are provided with documentation (instructions for use, etc.) in which the Customer's right of use with regard to this and related rights of redress is further restricted than indicated in this article, the relevant provisions apply. provisions, insofar as not in conflict with mandatory rules, instead of what is stipulated in this article.

## 16. Data and privacy

- 16.1. The Customer is fully responsible for the data that it submits and processes in the context of the sale of Products of Prinsen Bering. The Customer guarantees to Prinsen Bering that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The Customer indemnifies Prinsen Bering against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.
- 16.2. Insofar as the data that the Customer has submitted contains personal data, Prinsen Bering will process this personal data lawfully and in accordance with the provisions of the General Data Protection Regulation and the General Data Protection (Implementation) Act (*Uitvoeringswet Algemene Verordening Gegevensbescherming*).
- 16.3. The Customer indemnifies Prinsen Bering for all claims from third parties that may be brought against Prinsen Bering for violation of the General Data Protection Regulation and/or or other legislation concerning the processing of personal data by the Customer in connection with an Agreement.

## 17. Intellectual property

- 17.1. Unless specifically provided otherwise, neither Party shall acquire any rights in or to the intellectual property rights of the other Party, even if used for an extended period of time.
- 17.2. The Parties expressly agree that all intellectual property rights of any nature whatsoever, including trademarks, patents, copyrights, designs and know-how belonging to any Party or on which the said Party owns rights, that may be licensed for the other Party's use for the performance of the Agreement, will remain the exclusive property of the Party that owns them.

## 18. Force Majeure

- 18.1. None of the Parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure is deemed to refer to any cause, event or circumstance beyond a party's reasonable control, in particular but not limited to: war, trade embargoes, threat of war, natural disasters, terrorism, excessive temporary increase in demand, government measures, weather conditions, not, delayed, or incomplete delivery of goods, services or software ordered from third parties, strikes, business blockades, punctuality actions, animal diseases, unforeseeable problems with production and transport, devaluation, increasing of levies or taxes of whatever nature, significant change in prices of raw materials or energy, interruptions in operations, interruptions in telecommunications and internet connections and traffic disruptions (a **Force Majeure Event**).
- 18.2. In case of a Force Majeure Event on the part of either party, this party shall promptly notify the other party of such Force Majeure Event in writing and the obligations of that party shall be, to the extent that it is so prevented or impeded, suspended without liability for breach or non-performance. The reciprocal obligations of the other party shall also be suspended without liability for breach or non-performance.
- 18.3. If a Force Majeure Event affecting a party can reasonably be expected to continue in excess of one (1) month, or has already lasted for a period of one (1) month, the other party may terminate the Agreement on written notice to the affected party with immediate effect, without thereby creating any rights to compensation.

## 19. Applicable law and dispute resolution

- 19.1. These terms and conditions, the Agreement(s) and the provision of the Services shall be exclusively governed by and construed in accordance with Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 19.2. Unless otherwise agreed between the Parties, any disputes in connection with the Agreement and these Terms and Conditions and any other contractual or non-contractual obligations arising out of, or in connection with it, are to be exclusively resolved by the competent court in Amsterdam, the Netherlands.

## 20. Final provisions

- 20.1. If any provision of the Agreement and/or these Terms and Conditions is held to be illegal, invalid (*nietig*), void or otherwise unenforceable (in whole or in part) such illegal, invalid, void or unenforceable provision will not affect the validity or enforceability of any other provision of the Agreement and/or these Terms and Conditions.
- 20.2. Prinsen Berning will be authorized to transfer its rights and obligations under the Agreement to a third party that acquires the business operations to which the Agreement is subject or to any affiliate. Without the prior written consent of Prinsen Berning the Customer cannot transfer its rights and/or obligations arising from an agreement with Prinsen Berning – from warranties given by Prinsen Berning or otherwise – not even if the third party acquires the goods delivered by Prinsen Berning from the Customer by particular title.
- 20.3. The Customer shall notify Prinsen Berning without delay in writing of any changes in its name, postal address, e-mail address, telephone number and bank account details.
- 20.4. Clauses 2, 2, 8, 10, 13, 14, 17, 17 and 19 herein, as well as any other sections of the Agreement that, either explicitly or by their nature, must remain in effect after termination of the Agreement, shall survive termination.