



GENERALPURCHASE CONDITIONS
of PINNLEE EUROPE B.V.

Clause 1- General

In these 'General Purchase Conditions'

- 1.1. "Pinnlee" means the private company with limited liability Pinnlee Europe B.V., with its registered office in Amsterdam and having its principal place of business at the Naritaweg 127 in (1043BS) Amsterdam, the Netherlands.
- 1.2. "Purchase Conditions" means these general purchase conditions of Pinnlee.
- 1.3. "Seller" means Pinnlee's contracting party, being the (potential) seller/supplier or a (legal) person on behalf of the (potential) seller/supplier.
- 1.4. "Agreement" means any agreement concluded between Pinnlee and (one or more) Seller(s) concerning the delivery of Goods to Pinnlee or the performance of services, as laid down in the agreement and in additional or follow-up agreements.
- 1.5. "Goods" means all the goods to be sold and/or delivered by the Seller to Pinnlee. within the meaning of article 3:2 Dutch Civil Code (hereinafter referred to as: "DCC").
- 1.6. "Parties" means Pinnlee and the Seller.
- 1.7. "Incoterms" means the latest version of the Incoterms drafted by the International Chamber of Commerce in Paris, France.
- 1.8. "Consequential damage" mean, inter alia, trade loss, damage due to business interruption, loss of profits or loss of revenues.

Clause 2- Applicability

- 2.1. These Purchase Conditions apply to and form part of all legal relationships whereby Pinnlee acts as (potential) purchaser and/or client. Legal relationships also means all obligations between Pinnlee and the Seller arising from written or unwritten law. This also includes any continuing performance agreement applicable between Pinnlee and the Seller (arisen implicitly or otherwise), arising from a series of isolated agreements and/or a consistent commercial relationship between Pinnlee and the Seller.
- 2.2. Deviations from these Purchase Conditions are valid only if in writing. Such a deviation has no effect with regard to any other (future) agreements
- 2.3. Applicability of general terms and conditions used by the Seller is expressly rejected.
- 2.4. Should there be a conflict between the terms of these Purchase Conditions and the terms of the Agreement, the terms of the Agreement shall prevail.
- 2.5. If Pinnlee does not invoke the provisions of these Purchase Conditions in a particular case, this does not mean that Pinnlee has waived the right to invoke the provisions of these Purchase Conditions in other cases.



Clause 3- Agreement

- 3.1. Each offer and/or proposal of the Seller is irrevocable, unless the contrary is expressly clear from the offer and/or proposal.
- 3.2. An Agreement between Pinnlee and the Seller is concluded after Pinnlee has confirmed a proposal, offer or quotation of the Seller by means of a written purchase/order confirmation. As long as the Agreement has not been concluded, the Seller cannot derive any rights from the relationship with Pinnlee.
- 3.3. If at the request of Pinnlee the order placed by it is to be changed or supplemented, the Seller shall, before complying with this request, inform Pinnlee in writing within 48 hours about the possible consequences for the agreed price and delivery time.
- 3.4. The Seller can change or supplement the Agreement only if this change or supplement has been agreed in writing between Pinnlee and the Seller.
- 3.5. The content of an Agreement is proven only by the purchase/order confirmation and any possible change therein or supplement thereto by Pinnlee.

Clause 4- Price

- 4.1. The agreed price includes all costs made in connection with the Goods up to and including the delivery. The agreed price includes but is not limited to the costs of storage, the costs of clean, sound and suitable transport-worthy packaging, costs of transport and transport insurance, taxes (including clearance charges), levies, (export) duties, other charges and any other costs incurred by the Seller concerning the performance of its obligations under the Agreement, unless expressly agreed otherwise.
- 4.2. In the event of an increase of one or more cost price components (such as but not limited to raw materials and labour costs, exchange rate costs or taxes and/or excise duties) arising after the making of the Agreement, the Seller is not entitled to increase the agreed price accordingly.
- 4.3. If the Seller increases the price, on whatever grounds, Pinnlee is permitted to terminate the Agreement with immediate effect without any notice of default being required and without Pinnlee being liable for any compensation to the Seller.
- 4.4. The Seller can never unilaterally change the agreed price.

Clause 5- Payment

- 5.1. Payments will take place in the agreed currency.
- 5.2. Pinnlee shall pay the Goods supplied or the services provided within thirty (30) days after the invoice date, provided that Seller has performed all its obligations under the Agreement.
- 5.3. If Pinnlee does not pay the purchase price for any reason, the Seller will give Pinnlee the opportunity to agree a new payment term. Only after Pinnlee has failed to pay the purchase price within the new payment term will it be in default, unless in the event of force majeure and after a written notice of default.
- 5.4. If Pinnlee is in default, Pinnlee will only be obliged to pay the statutory interest on the invoiced amount, excluding the costs of transport, VAT and other charges of any kind.



- 5.5. Pinnlee is entitled to offset debts to the Seller against any claim that Pinnlee has against the Seller, on whatever basis.
- 5.6. If the Seller has several claims on Pinnlee, Pinnlee has the right to determine what claim a payment will be put toward. Without further agreement, payments of Pinnlee will first be deducted from the principal amount and then from interest and costs owing if any (in that order).
- 5.7. Pinnlee's office in Amsterdam, the Netherlands is the place of payment of all amounts on the basis of or ensuing from the contract, of any nature whatsoever, made between the parties.
- 5.8. A payment by Pinnlee does not in any way constitute a renunciation of any of Pinnlee's rights under the Agreement and/or at law.

Clause 6- Delivery and risk

- 6.1. The delivery of the Goods will be effected in accordance with the agreed delivery condition. This delivery condition shall be interpreted in accordance with the Incoterms. If no delivery conditions has been agreed, delivery takes place at the moment when Pinnlee takes receipt of the Goods at the agreed place.
- 6.2. Until Pinnlee has taken receipt of the Goods, the Goods remain for the expense and risk of the Seller, regardless whether Pinnlee has arranged for transport. The Seller shall arrange for insurance of the Goods during transport and storage until the moment when Pinnlee takes receipt of them, unless agreed otherwise.
- 6.3. The terms of delivery stated in the purchase/order confirmation are binding. If the Goods have not been delivered within the agreed term and at the agreed place, the Seller will be in default without notice of default being required.
- 6.4. If the Seller is bound to arrange transport, the Seller shall notify Pinnlee two (2) days prior to the commencement of the transport of the Goods.
- 6.5. If the Seller is obliged to take care of insurance of the goods during the transport, it must take out adequate insurance for the goods which is common in the industry during the transport up to the time Pinnlee takes the goods into receipt. The insurance must be taken out with (a) first class insurer(s) acceptable to Pinnlee and must in any event offer cover for the invoice value, to be increased by 10% plus the freight if the freight is due upon shipment or otherwise.

Clause 7- Transfer of ownership

- 7.1. The ownership and the risk of the Goods pass from the Seller to Pinnlee at the moment of delivery, unless the Goods are rejected by Pinnlee upon or after delivery. Upon rejection of the goods, ownership of the Goods shall re-vest immediately in the Seller and the Goods shall be for the risk of Seller
- 7.2. The Seller waives all rights and powers that would accrue to it on the basis of the right of retention or the right to reclaim unpaid Goods.

Clause 8- Transport documents and other documents

- 8.1. The Seller's copy of the transport document signed without observations by the carrier is only proof of shipment of the numbers stated on the transport document, as well as of the externally visible state of the Goods.
- 8.2. The Seller is obliged to provide Pinnlee in a timely manner with all documents applicable to the transaction and/or the Goods, with due observance of the prescribed terms and formal requirements, failing which the Seller will be fully liable to Pinnlee for the damage resulting therefrom. This also applies with respect to compliance with the regulations of the European Union or other national and/or international authorities and governments, such as - but not limited to - Regulation (EC) No 178/2002 and the related laws.
- 8.3. The Seller is obliged to provide on delivery the required documents and certificates of the authorities, including customs and health and inspection authorities, evidencing that the Goods may be imported, marketed or processed within the European Union by Pinnlee without any obstacle and without having to satisfy any further formal requirements of the government.
- 8.4. All costs that are caused by or result from drawing up and providing the required documents are for the account of the Seller, unless expressly agreed otherwise.

Clause 9- Obligations of the Seller

- 9.1. The Seller is obliged to ensure that the delivered Goods are carefully and soundly packaged, bear a best before date and all marks required by law, are free of foreign objects, contaminants and substances injurious to health, as well as comply with all statutory requirements and EU regulations, and meet the statutory temperature requirements.
- 9.2. The Seller shall ensure that the purchased Goods are kept, and if applicable transported, at least at the temperatures and under the conditions required by law and, in so far as applicable, that the cooling chains are not unnecessarily interrupted. In addition the Seller shall comply with the general rules in this respect that apply to the product concerned. If the Seller arranges for the transport, the Seller shall regularly monitor and register the temperature of the cold and freezer store and the temperature fluctuations during the transport. Immediately on request, the Seller shall provide Pinnlee with a copy of all registrations made in this respect.
- 9.3. The Seller is obliged to have an HACCP and/or GMP system or an applicable hygiene code or quality system in place for all Goods, geared to the activities, the volume and the nature of the Goods of the Seller. The Seller is obliged to comply in all aspects of the preparation, processing, storage and/or distribution of Goods, materials or equipment that come/comes into contact with the Goods at the place of delivery and the place of destination of the Goods with the applicable laws and regulations and, if necessary, prove this compliance immediately on request of Pinnlee.
- 9.4. The Seller guarantees that the Goods to be delivered conform to the Agreement. This guarantee includes as a minimum that:
 - a) the Goods have the properties that were promised;
 - b) the Goods comply with the agreed specifications, brand and markings;
 - c) the Goods meet the highest quality standards;

- d) the Goods are free from weevils and life insects;
 - e) the Goods at the time of delivery have a minimum remaining shelf life of two (2) years, unless stated otherwise in writing;
 - f) the Goods are free of rights of third parties, as well as freely marketable;
 - g) the Goods are fit for the purpose for which the order was placed or the Agreement was concluded;
 - h) the Goods comply with rules applicable by or pursuant to the law and/or otherwise and/or requirements set by Pinnlee, *inter alia* in the fields of quality, health and safety and the environment, both in the country of delivery and in the country of (final) destination;
 - i) the Goods are provided with and accompanied by all information and instructions that are necessary for a correct and safe handling;
 - j) the Goods are suitable for consumption until the specified best before date, and;;
 - k) the Goods are provided with and accompanied by all documentation requested by Pinnlee and otherwise necessary.
- 9.5. The guarantee set out in Clause 9.4 remains in effect regardless of a possible passing of the risk of the Goods to Pinnlee, arising from the applicable version of the Incoterms drawn up by the International Chamber of Commerce in Paris.
- 9.6. If the Seller fails in the fulfilment of the obligation(s) arising from Clause 9.4, the Seller shall for its own account replace the Goods or supplement what is missing, such at the discretion of Pinnlee, immediately on request of Pinnlee, unless Pinnlee prefers termination or dissolution of the Agreement, and everything without prejudice to the other rights of Pinnlee on the basis of the failure, including but not limited to the right to damages.

Clause 10 - Specifications and inspection

- 10.1. Pinnlee is at all times entitled to subject the Goods to be delivered to an inspection and quality/condition test or to have the Goods subjected to an inspection and/or quality/condition test by a third party. Pinnlee is also entitled to inspect the progress of the production of the Goods. Pinnlee may assign a third party to carry out the inspection and/or testing.
- 10.2. The Seller must give its full cooperation to the inspection and/or testing.
- 10.3. The Seller cannot derive any rights from the results of any inspection and/or testing as referred to in Clause 10.1 or from the non-occurrence of such a testing and/or inspection.

Clause 11 - Sampling and analysis

- 11.1. Pinnlee can have samples taken at the time and at the location of the delivery, sealed in triplo, in the usual manner. The Seller and Pinnlee may, if they desire so, monitor the sampling.
- 11.2. The investigation of the quality and/or composition takes place using the method prevailing at the time of the investigation if no other method has been agreed.
- 11.3. If no sampling has taken place at the time of the delivery, this may still be done at a later time. The assessment and analysis can in that event only result in a suspicion regarding the quality at the time and at the location of the delivery. The Clauses 11.1 and 11.2 apply by analogy to this sampling.

- 11.4. If there is a dispute about the quality and/or composition, one of the samples referred to in Clause 11.1 shall as soon as possible, but no later than within fourteen (14) days, be subjected to an investigation by a laboratory designated by Pinnlee.
- 11.5. The outcome of the investigation is binding, provided that either party has the right to order, within ten working days after the outcome of the investigation has been made known, a counter-investigation of another sample referred to in Clause 11.1 by another or the same laboratory. If the outcome of the counter-investigation corresponds to the outcome of the first investigation, then the outcome of the counter-investigation will be binding for both parties. If the outcome of the counter-investigation of the second sample contradicts that of the first sample as regards the conformity or non-conformity of the Goods, then the investigation of the third (last) sample by a laboratory designated by Pinnlee will be binding as well as decisive.
- 11.6. The costs of the investigation will be borne by the party that according to the ultimate outcome of the aforementioned investigations is the unsuccessful party.

Clause 12 - Complaints

- 12.1. If the Goods do not conform to the Agreement and/or the specifications set by Pinnlee, Pinnlee is entitled to reject the Goods. Also if it is found after forwarding and/or processing or working of the Goods that the Goods do not conform to the Agreement and/or the specifications set by Pinnlee, Pinnlee is entitled to reject the Goods. Pinnlee will store the rejected Goods for the account and risk of the Seller.
- 12.2. If Pinnlee rejects the Goods, Pinnlee will notify the Seller thereof within five (5) working days after rejection of the Goods.
- 12.3. Pinnlee is never bound by any period set by the Seller within which Pinnlee is to make known that the delivered Goods are rejected, or within which Pinnlee is to complain.
- 12.4. The Seller shall immediately on request and for its own account collect the rejected Goods from Pinnlee or from the location designated by Pinnlee, failing which Pinnlee may return the Goods concerned without permission of the Seller for the Seller's account and risk. If the Seller refuses to take receipt of the Goods, Pinnlee may store or sell or destroy the Goods concerned for the account and risk of the Seller.
- 12.5. The above Clauses 12.1-12.3 do not prejudice Pinnlee's right to claim additional or replacement damages.

Clause 13 - Liability, indemnification and insurance

- 13.1. The Seller is liable for all damage of any nature and without any limitation which is suffered by Pinnlee and/or by subsequent customers or users, including the – final consumer of the delivered goods (whether or not in processed condition), as a result of a failure in the performance of the Seller's obligations and/or as a result of the acts or omissions of the Seller, or its personnel or third parties engaged by him. The liability of the Seller extends to, *inter alia*, damage caused by death or injury, damage to properties of Pinnlee and of third parties and Consequential damage.
- 13.2. The Seller is obliged to indemnify Pinnlee against all claims from third parties in connection with the Agreement and/or in connection with the Goods delivered by the Seller or through its agents and/or in

connection with the acts or omissions of the Seller or its agents in violation of a contractual or statutory duty or otherwise improperly. The Seller is also obliged to indemnify Pinnlee fully against all costs associated with such judicial or arbitral proceedings, including the full costs of legal assistance and extrajudicial costs.

- 13.3. The Seller is obliged to insure its liability for such amounts as are usual in the European food industry. The insurance cover shall be at least € 5,000,000 or the equivalent of this amount in any other currency. Immediately on request, the Seller shall give Pinnlee access to the relevant policies and submit an insurance certificate evidencing this insurance cover.
- 13.4. The Seller guarantees that the use (including resale) of the Goods will not infringe (intellectual) property rights or other (property) rights of third parties. The Seller indemnifies Pinnlee against claims of third parties ensuing from any infringement of (intellectual) property rights or other (property) rights of third parties and the Seller will compensate Pinnlee for all loss which is the result thereof.
- 13.5. Any liability of Pinnlee for damage of any nature is excluded, except in so far as the damage results from an act or omission of the Pinnlee or management of Pinnlee, committed or refrained from either intentionally or recklessly and with the knowledge that the damage would probably occur.
- 13.6. If partners of Pinnlee, insurers of Pinnlee, subordinates of Pinnlee and/or persons whose services Pinnlee uses for the performance of the contract are held liable, these persons can invoke any exemption or limitation of liability which Pinnlee can claim under the heading of these Purchase Conditions or under any other statutory or contractual provision.

Clause 14 - Force majeure

- 14.1. In the event of force majeure, within the meaning of article 6:75 DCC, the performance of the Agreement will be fully or partially suspended for the duration of the force majeure period, without Pinnlee and the Seller becoming liable for damages in this respect. If the force majeure situation lasts longer than thirty (30) days, the other party will have the right to dissolve the Agreement by means of a registered letter, with immediate effect and without judicial intervention being required and without this giving rise to any right to damages.
- 14.2. Force majeure on the side of the Seller does in any event not include: lack of personnel, strikes, default of third parties engaged by the Seller, transport problems on the part of the Seller or third parties engaged by the Seller, loss of auxiliary materials, or liquidity or solvency problems of the Seller.

Clause 15 - Termination and suspension

- 15.1. Notwithstanding the rights of Pinnlee to terminate / dissolve the Agreement and in addition to the right to claim performance and/or damages, Seller will be in default without the need for a notice of default and Pinnlee is entitled to suspend the fulfilment of its obligations or dissolve the Agreement in whole or in part with immediate effect (without becoming liable for any damages on that basis), if one or more of the following situations occurs:
 - a) if the Seller does not, not properly or not in a timely manner fulfil any obligation arising from the Agreement or these Purchase Conditions;

- b) if Pinnlee has given the Seller written notice of a failure, specifying the nature of the failure, and the Seller subsequently again fails in a similar manner in the performance of the Agreement;
 - c) if the Seller acts in violation of a statutory duty or otherwise acts improperly;
 - d) if the Seller is granted a suspension of payments or is declared bankrupt, or applies for a suspension of payments or threatens to go bankrupt, or if attachment is levied of any part of its assets;
 - e) if the Seller dies, ceases its activities, decides to enter into liquidation or otherwise loses its legal personality;
 - f) in the event of withdrawal of licenses that are necessary for the performance of the Agreement;
 - g) if garnishment is levied against Pinnlee at the expense of the Seller.
- 15.2. In the event of dissolution by Pinnlee, Pinnlee is, by way of damages, entitled to:
- a) the possible negative price difference for Pinnlee between the contract price and the market value of the Goods and/or services concerned on the day of the non-fulfilment; or
 - b) the price difference between the contract price and the price of the substitute purchase, without prejudice to Pinnlee's right to additional or replacement damages.
- 15.3. If Pinnlee terminates the Agreement, the Seller must refund any already paid purchase price and, immediately on request of Pinnlee, collect all or part of the Goods already delivered from Pinnlee or from a location designated by Pinnlee, without prejudice to Pinnlee's right to additional or replacement damages.
- 15.4. The Seller shall indemnify Pinnlee from any and all losses, liabilities, costs, claims, damages (including Consequential Damage), demands and expenses (including legal costs) arising from or in connection with any delay, breach of non-performance of the Agreement by the Seller or any misrepresentation of the Seller in relation to the Goods.
- 15.5. The Seller waives all rights and powers that would accrue to it on the basis of the right of suspension.
- 15.6. The Seller is not entitled to set off any claim on Pinnlee under whatever heading against payments which the Seller owes Pinnlee under any heading whatsoever.

Clause 16 - Transfer of rights and obligations

- 16.1. Pinnlee has the right to transfer rights and/or obligations pursuant to the Agreement to third parties.
- 16.2. Unless otherwise agreed, the Seller may transfer rights and/or obligations pursuant to the Agreement to third parties only with the prior written consent of Pinnlee. Pinnlee may attach conditions to this consent.
- 16.3. The Seller undertakes to assign any claim(s) he may have against its insurance company to Pinnlee upon Pinnlee's first request.

Clause 17 - Recall

- 17.1. If one of the parties becomes aware of a defect in the Goods delivered (including the packaging), then this party shall immediately inform the other party, stating:
 - a) the nature of the defect;
 - b) the affected goods;
 - c) any other information that may be relevant.

- 17.2. The Parties will subsequently enter into consultations and take all steps necessary in view of the circumstances. The measures to be taken can include that deliveries are discontinued, that the production of products is discontinued, that the stocks of products (whether or not at customers of Pinnlee) are blocked and/or that a recall takes place. Only Pinnlee is authorised to take the decision on whether and which of these measures are to be taken and how this is to be implemented. The Seller shall give all reasonable cooperation in the implementation of these measures, and in so far as the reason and/or cause is attributable to it, bear the costs thereof, without prejudice to the provisions of Clauses 9, 13 and 15.
- 17.3. The Seller is obliged to keep all information about actual or possible measures confidential.

Clause 18 - Period of limitation

- 18.1. All claims against Pinnlee expire by the lapse of one (1) year after the date of the Agreement.

Clause 19 - Continuing performance agreement

- 19.1. In accordance with the provisions of Clause 2.1, these Purchase Conditions also apply to any applicable continuing performance agreement between Pinnlee and the Seller (implicitly or otherwise arisen), arising from a series of isolated agreements and/or a consistent commercial relationship between Pinnlee and the Seller.
- 19.2. A continuing performance agreement applicable between Pinnlee and the Seller can at all times be terminated in writing by Pinnlee, with due observance of a notice period of two (2) months.
- 19.3. A continuing performance agreement applicable between Pinnlee and the Seller can at all times be terminated in writing by the Seller, with due observance of a notice period of six (6) months.
- 19.4. The Seller waives the right to damages that would (possibly) accrue to it if Pinnlee terminates the continuing performance agreement.

Clause 20 - Miscellaneous

- 20.1. The unenforceability or nullity of a provision in these Purchase Conditions will not have any effect on the validity of the other provisions laid down in these Purchase Conditions. The Purchase Conditions will in such case be interpreted as if the unenforceable or void provisions did not form part of this agreement.
- 20.2. The Buyer shall treat all information provided by Pinnlee and the Agreement as confidential and shall not make such information available to any third party, except and in as far as this is necessary in connection with the performance of the Buyer's obligation under the Agreement. This obligation remains in force after the Agreement has been carried out or has been terminated.

Clause 21 - Governing law

- 21.1. All legal relationships arising from or relating to these Purchase Conditions or the Agreement(s) are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.



Clause 22 - Competent court

22.1 All disputes arising from or relating to these Purchase Conditions or the Agreement(s) between Pinnlee and the Seller will be settled exclusively by the Rotterdam District Court if the Seller has its registered office in the European Economic Area (EEA) and if the Seller does not have its registered office in the EEA by means of arbitration in Rotterdam in accordance with the Unum arbitration rules (www.unum.world).
