

GENERAL TERMS AND CONDITIONS BOON FOOD GROUP EXPORT B.V. 2019

These terms and conditions have been filed with the Chamber of Commerce of Rotterdam, The Netherlands

1. APPLICABILITY

- 1.1 These General Terms and Conditions of Sale and Delivery shall apply to any offers, quotations and agreements of and with Boon Food Group Export B.V., a private company with limited liability, with its registered office and its principal place of business at (3316 LN) Dordrecht, The Netherlands, Saffier 300-302, hereinafter to be referred to as "Boon Food Group Export".
- 1.2 Wherever reference is made herein to the "other Party" this term shall be understood to mean any natural or legal person, in a contractual relationship to Boon Food Group Export pursuant to a contract of sale or a different type of contract concluded with Boon Food Group Export, as well as every natural or legal person desiring to conclude a contract of sale or a different type of contract with Boon Food Group Export. Particularly the "other Party" shall be understood to mean the natural or legal person on whose instructions and for whose account the goods shall be delivered.
- 1.3 These General Terms and Conditions shall apply unless otherwise explicitly provided and agreed upon in writing.
- 1.4 If the other Party also refers to (its) general conditions the other Party's conditions shall not apply. This shall only be different in the event and insofar as the applicability of the other Party's conditions have been explicitly accepted in writing by Boon Food Group Export and insofar as the other Party's conditions do not violate the provisions of these General Terms and Conditions. Therefore when the other Party's provisions violate these General Terms and Conditions, only the provisions of these conditions shall apply. Any stipulation to the contrary in the other Party's conditions shall not alter the preceding provisions.

2. QUOTATIONS

- 2.1 Any quotations by Boon Food Group Export shall be deemed to be an invitation to the potential other Party to make an offer. They shall in no manner bind Boon Food Group Export, unless in the quotation itself explicitly and unequivocally (in writing) the opposite is provided. The order given to Boon Food Group Export shall be considered to be an offer, that only after written confirmation from Boon Food Group Export shall be deemed to be accepted by Boon Food Group Export.
- 2.2 In the event that the quotations include samples, descriptions and suchlike these shall remain in the ownership of Boon Food Group Export, unless explicitly provided otherwise in writing and at the first request of Boon Food Group Export these shall be re-turned. Boon Food Group Export also retains any existing rights pursuant to intellectual and industrial property rights.

3. ARTICLE 3. CONCLUSION OF THE AGREEMENT

- 3.1 An agreement with Boon Food Group Export shall only be concluded after written confirmation thereof. It is able to pass on possible written corrections on the order confirmation within 36 hours after dispatch of the order confirmation to Boon Food Group Export.
- 3.2 Any additional arrangements and/or promises made by Boon Food Group Export 's employees or made in behalf of Boon Food Group Export by other persons acting as representatives, shall only bind Boon Food Group Export when these arrangements and/or promises have been confirmed in writing by Boon Food Group Export.

4. ARTICLE 4. CANCELLATION

- 4.1 The other Party shall have the right to cancel an agreement within thirty-six (36) hours after Boon Food Group Export has send the in article 3.1 mentioned order confirmation, on the understanding that it shall compensate the ensuing damage incurred by Boon Food Group Export. This damage shall also

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include the losses incurred by Boon Food Group Export and the loss of profit and in any event the costs incurred for the preparations, including the costs of goods bought and of storage. Damages shall be fixed at fifteen percent (15 %) of the purchase price without prejudice to Boon Food Group Export 's right to full compensation in the event that these damages shall amount to more than the aforementioned percentage of the purchase price.

5. PRICE

- 5.1 The agreed price is based on the during the acceptance valid cost prices, wages, social wages, social security costs, contributions, taxes or other types of costs and excludes sales tax, transportation costs and insurance costs, unless explicitly agreed otherwise in writing. In the event that after acceptance of the order one or more of the aforementioned price components will be increased, Boon Food Group Export shall be entitled to increase the agreed price accordingly.
- 5.2 In the event that the price is increased within three (3) months after the conclusion of the agreement and if the other Party is a consumer as referred to in article 6:236 of the Dutch Civil Code, this consumer shall then have the right to dissolve the agreement in connection with the price increase referred to in the preceding paragraph.

6. DELIVERY

- 6.1 The other Party shall grant Boon Food Group Export a reasonable period to deliver the goods bought by the other Party. Agreed delivery periods shall not be deemed to be periods to be observed on penalty of forfeiture of rights, but shall be observed by Boon Food Group Export as far as possible. Therefore Boon Food Group Export shall be notified in writing of the default in the event of overdue delivery. The right to dissolve the agreement based on the exceeding of the delivery period shall only exist if this exceeding of the delivery periods exceeds reasonable bounds.
- 6.2 Delivery shall be made on the basis of the Incoterms 2010 ICC. Transport of the shipment shall happen "ex works", unless agreed otherwise. From the moment of delivery, the transport of the delivery shall be upon the responsibility and risk of the other Party. By any chance, Party itself should insure its interest in the transport, unless agreed otherwise explicitly and in writing.
- 6.3 The other Party guarantees the required import documents as well as the correctness and completeness of it. If Boon Food Group Export by offence of which was determined in the last sentence has been brought a loss upon, directly or indirectly, the other Party is bound to secure and indemnify her as mentioned above.
- 6.4 Unless Parties have been agreed otherwise, transport of the goods will be in the way that is most favourable to Boon Food Group Export. Boon Food Group Export is due to indicate the transporters and or the forwarding-agents.
- 6.5 In the event a delivery of goods shall take place in parts, then Boon Food Group Export shall be entitled to treat each delivery as a separate order.
- 6.6 The other Party shall be held to take delivery of the goods bought within the agreed period of time. In default thereof Boon Food Group Export shall have the right, at its own discretion, to demand, pursuant to the provisions of article 6:60 of the Dutch Civil Code, that the competent court shall release Boon Food Group Export of its obligation to deliver the goods agreed upon, or to claim payment of the purchase price of the part of the goods not taken delivery of, without prior notice of default. In the event that the other Party does not meet its payment obligation Boon Food Group Export shall have the right to declare the agreement to be dissolved without judicial intervention. In the event that the other Party remains in default pursuant to the above to take delivery of the goods bought within the agreed period of time and Boon Food Group Export demands payment of the purchase price, the goods shall be

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deemed to be delivered and Boon Food Group Export shall at the other Party's expense and risk store the goods, against payment of any ensuing costs.

- 6.7 If no term for taking delivery has been agreed upon, Boon Food Group Export shall have the right to take the measures referred to in the preceding paragraph of this article, if the goods are not taken delivery of within thirty (30) days after its invitation to that end.
- 6.8 In deviation from the provisions referred to in the fifth paragraph of this article, in the case of delivery on demand the delivery dates or periods shall be established by Boon Food Group Export in consultation with the other Party and they shall be confirmed in writing. Unless otherwise provided in the order confirmation, the other Party shall, with an agreed delivery on demand, be under the obligation to take complete delivery within twelve (12) months. In the event that the data required to fulfil the order, at Boon Food Group Export's discretion, have not come into its possession on time, the delivery date shall again be determined and confirmed in writing, in consultation with the other Party, after the data have been received.

7. PAYMENT

- 7.1 Payment shall be done before the transport of the bought goods, without any deduction, suspension or settlement, on a bank-account number mentioned by Boon Food Group Export, unless Parties have agreed otherwise. Payment shall be done in Euros. By any chance, costs connected to the banking costs are totally for the responsibility of the other Party.
- 7.2 Boon Food Group Export shall have the right to suspend delivery (deliveries) if the other Party is in default on its payment obligations.
- 7.3 Before delivery or before continuing the delivery or the fulfilment of the assignment, Boon Food Group Export, at its own discretion, at any time, shall have the right to require security for the fulfilment of the payment obligations by the other Party. This condition shall also apply when credit has been stipulated. The other Party's refusal to furnish the required security shall give Boon Food Group Export the right to dissolve the agreement, without prejudice to its right to compensation of costs and/or loss of profits and/or any other damages incurred by Boon Food Group Export.
- 7.4 If the other Party's financial situation substantially deteriorates, after the conclusion of the agreement but before the delivery of the goods, Boon Food Group Export shall have the right, totally or partially, to abandon further fulfilment of the agreement, or to require an alteration of the payment conditions.
- 7.5 The other Party's right to set off any claims against Boon Food Group Export are hereby explicitly excluded.
- 7.6 The total purchase or selling price of an order shall in any event be immediately due and payable in the case of late payment of the agreed term when due, in case the other Party goes into a state of liquidation, is granted suspension of payment, or is placed under guardianship, in the event that the other Party's goods or claims are subject to an attachment order, when the other Party dies, is being wound up, or is dissolved, or – in the event the other party is a natural person, with respect to such person 'De Wet Schuldsanering Natuurlijke Personen', will become applicable.
- 7.7 When payment has not taken place pursuant to paragraph 7.1, Boon Food Group Export shall have the right, when the said term has expired, to charge the other Party a reimbursement for loss of interest of twelve percent (12%) per annum over the outstanding amount; interest for a fraction of a month shall be computed as a full month.
- 7.8 Furthermore Boon Food Group Export shall, in addition to the principal claim and the interest, have the right to claim from the other Party any extra judicial costs caused by the late payment. Extra judicial costs are due in any event when Boon Food Group Export has engaged the assistance of a third party

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for payment collection. The extra judicial costs are fixed at 15% (fifteen percent) of the principal amount excluding sales tax, with a minimum of fifty euro (€ 50.--). In the event that Boon Food Group Export files a petition for liquidation of the other Party, the other Party shall be under an obligation to pay in addition to the principal amount, interest and extra judicial costs, also the costs of the petition for liquidation.

- 7.9 In accordance with article 6:44 of the Dutch Civil Code, payments shall first be offset against the costs as referred to in paragraph eight, thereupon be offset against the interest due and finally against the principal amount and the accrued interest.

8. NON-ATTRIBUTABLE FAILURE/FORCE MAJEURE

- 8.1 Boon Food Group Export shall not be liable for any damage as a consequence of force majeure. There is force majeure when Boon Food Group Export cannot fulfil its obligations as a consequence of circumstances through no fault of Boon Food Group Export and also not attributable to Boon Food Group Export under the law, a warranty given by Boon Food Group Export or according to generally accepted standards. Force majeure also includes: war, civil commotion and hostilities of any nature, an embargo, a boycott, natural disasters, epidemics, lack of raw materials, obstructions and interruption of the transportation opportunities, disturbances within the company of Boon Food Group Export, import restrictions or export restrictions or bans on import or export, impediments caused by measures, laws or decisions made by international, national or regional (government) authorities.

- 8.2 In the event of temporary force majeure the reciprocal obligations of that part of the agreement, affected by the situation of force majeure, shall be suspended.

- 8.3 In a situation of lasting force majeure the Parties shall deliberate over an amendment to the agreement to such an extent that further fulfilment thereof is still useful to both Parties. If it appears that within reason such an adjustment is not advisable, each of the Parties shall have the right to, totally or partially, dissolve the agreement insofar as affected by the force majeure, through a written statement.

- 8.4 In a situation of force majeure the other Party shall not claim damages from Boon Food Group Export.

9. WARRANTIES AND COMPLAINTS

- 9.1 The other Party shall warrant the correctness and completeness of the data it has given Boon Food Group Export and shall be liable therefore.

- 9.2 Boon Food Group Export shall warrant fulfilment of the agreement to such an extent that reasonable demands of good quality and usefulness of the delivered goods shall be complied with.

- 9.3 Warranties regarding the goods sold or otherwise delivered shall only be provided in so far as the factory of origin has supplied such warranties regarding the goods delivered.

- 9.4 The other Party shall at delivery carefully and in time inspect the goods delivered. Boon Food Group Export shall be informed of complaints, regarding externally visible defects in the goods delivered, by the other Party within forty-eight (48) hours after delivery, by means of a registered letter, containing an explicit and accurate description of the complaint, and submission of the invoice. Boon Food Group Export shall be informed in the aforementioned manner of defects not visible at the time of delivery and which would not appear on careful and timely inspection, by the other Party within forty-eight (48) hours after the defects have been discovered.

- 9.5 The other Party may only assert its rights to warranty obligations regarding goods delivered by Boon Food Group Export if these obligations have not been taken upon themselves by third Parties. Its liability shall then be limited to defects caused by manufacturing faults and faulty material. Furthermore Boon Food Group Export's liability for damage to the goods delivered as well as the warranty obligation

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shall lapse, if the goods delivered, at Boon Food Group Export's discretion, have been treated, stored or maintained injudiciously.

- 9.6 Rights of action against Boon Food Group Export regarding defects in the goods delivered shall lapse (a) if Boon Food Group Export has not been informed of the defects within the designated time or in the designated manner, or if Boon Food Group Export is not offered the opportunity to examine the validity of the complaint or if the goods delivered, at Boon Food Group Export 's discretion, have been treated, stored or maintained injudiciously, or if the goods delivered after notification of the complaint are still used for the designated purpose for which they were delivered.

10. LIABILITY

- 10.1 Boon Food Group Export shall only be liable for damage incurred by the other Party which is directly and solely caused by Boon Food Group Export's fault, provided that the damages shall amount to a maximum aggregate amount of its insurance excess and the insurance benefit paid by the insurance company. Furthermore consequential loss, as for instance business interruption, loss caused by stoppage and loss of profit shall not be compensated. Boon Food Group Export shall never be liable for damage incurred by the other Party other than the aforementioned damage.

- 10.2 The other Party shall indemnify Boon Food Group Export against costs and loss incurred by Boon Food Group Export as a consequence of any failure of the other Party to fulfil its obligations. Furthermore the other Party shall compensate any damage caused by the other Party and/or third parties engaged by the other Party.

- 10.3 The other Party shall indemnify Boon Food Group Export against any and all claims and damages of third parties with respect to the good delivered by Boon Food Group Export to the other party.

- 10.4 If Boon Food Group Export, during the transport of the goods sold by it to the other Party, at the request of and for the responsibility of the other Party, also transports goods that are not sold or delivered by Boon Food Group Export, but by a third party, the other Party secures Boon Food Group Export from possible claims of such third party towards Boon Food Group Export.

- 10.5 In the event of a complaint by the other party concerning the quality of the delivered goods and such complaint has been grounded by Boon Food Group Export, whereby Boon Food Group Export can be held liable on the basis of article 10.2, Boon Food Group Export can solely be held - at its discretion to:

- a) correct the faulty goods, insofar possible;
- b) delivery of replacement goods after receiving the faulty goods;
- c) pro rata reimbursement of the paid purchase price or crediting of the already sent invoice, with (partial) dissolution of the agreement by means of a written statement; or
- d) pay compensation in consultation with the counterparty, in whatever form.

- 10.6 The other Party shall not have the right to return the goods delivered on the basis of a non-valid complaint. The costs to return these aforementioned goods shall be for the other Party's account. Boon Food Group Export shall then have the right to store the goods at the other Party's expense and risk, possible with a third party.

11. DISSOLUTION

- 11.1 Boon Food Group Export has the right to suspend its obligations pursuant to the agreement or to dissolve the agreement, totally or partially, if and as soon as the other Party does not, not timely, or not properly, fulfil any obligation towards Boon Food Group Export, in the event of suspension of payment or liquidation of the other Party, attachment of (a part of) the company's assets or goods designated for the fulfilment of the agreement, as well as in the event of shutting down or winding-up of the other Party's company.

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- 11.2 After the dissolution, if any, or in the event of the nullity of the agreement, or any other termination of the agreement by any cause, these General Terms and Conditions shall still apply in so far as they have an independent meaning and/or in so far as they were stipulated to regulate the effects of the dissolution or nullity or termination, including in any event the provisions regarding delivery, the penalty clauses, liability, jurisdiction and applicable law.

12. RETENTION OF TITLE AND SECURITY

- 12.1 On delivery the other Party shall only under suspensive condition become owner of the goods delivered by Boon Food Group Export. Boon Food Group Export shall remain the owner of the goods delivered for as long as the other party has not paid its claims relating to the consideration of the agreement. Boon Food Group Export shall also re-main owner of the goods delivered for as long as Boon Food Group Export has a claim for damages against the other Party due to the other Party's failure to fulfil such agreements, including claims relating to penalties, interest and costs.
- 12.2 The other Party does not have the right to pledge the unpaid goods, to establish a non-possessory pledge thereon, or to establish any other right in personal or in rim for a third party.
- 12.3 Without prejudice to the provisions aforementioned in this article, the other Party shall have the right to sell any non-paid goods to third parties, but only when acting in the ordinary course of its business and on the condition that the other Party shall forthwith transfer the moneys received to Boon Food Group Export or, in the event that the goods were not sold for cash, the acquired claims forthwith shall be assigned to Boon Food Group Export.
- 12.4 In the event that the other Party, in respect of Boon Food Group Export, does not fulfil any obligation under the agreement relating to goods sold, the latter shall have the right to repossess the goods. Should the occasion arise then the other Party hereby authorises Boon Food Group Export to enter the location where these goods are located.
- 12.5 The other Party is under a duty to insure the risk of fire and theft regarding the unpaid goods and at the first request of Boon Food Group Export to prove this insurance.

13. RIGHT OF RETENTION

- 13.1 Boon Food Group Export shall have the right of retention regarding any of the goods of, or on behalf of, the other Party, which are under the control of Boon Food Group Export, irrespective of the cause, for as long as the other Party has not fulfilled its obligations towards Boon Food Group Export.
- 13.2 Boon Food Group Export shall supervise these goods in accordance with sound commercial practice without the other Party being able to assert any right to damages (compensation) in the event that the goods are destroyed, lost in part or damaged through no fault of Boon Food Group Export. Thus the risk in the goods remains with the other Party.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 14.1 The adaptation or treatment made to the goods delivered by Boon Food Group Export, for instance applying a (representation of) a trademark on said goods, violating intellectual or industrial property rights belonging to third parties or through which the appearance is created that these goods have been treated by Boon Food Group Export, shall not be permitted. In the event of a violation hereof the other Party shall forfeit a penalty immediately due and payable of five thousand euro (€ 5,000.--) per violation, without prejudice to the provisions of the next paragraph.
- 14.2 In the event that Boon Food Group Export has incurred damage, directly or indirectly, by violation of the provisions in the preceding paragraph the other Party shall indemnify and compensate Boon Food Group Export in such manner as aforementioned. In the event Boon Food Group Export is directly or

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indirectly damaged by any violation of the provisions of article 14.1 by the other party, the other party shall be obliged to indemnify and hold harmless Boon Food Group Export by any and all claims as a result of such violation by the other party.

15. SETTLEMENT OF DISPUTES AND GOVERNING LAW

- 15.1 The Parties hereby explicitly choose Netherlands law to govern any legal relationships existing between them. Any offers, agreements as well as the fulfilment thereof shall thus be governed by Netherlands law with the exclusion of any national or international rules of law, if the other Party has its registered office outside the Netherlands, that limit the Parties' free choice of law (the so-called self-executing provisions).
- 15.2 Any disputes existing between the Parties and arising from or related to the agreement to which these General Terms and Conditions of Sale and Delivery apply, or relating to the interpretation or fulfilment of the conditions, both of a factual and a legal nature, shall be judged at first instance by the Court of Rotterdam, the Netherlands, unless the law in mandatory provisions declares another court to be competent.
- 15.3 The provisions of the preceding paragraph shall not prejudice Boon Food Group Export's right to submit the dispute, in accordance with the normal jurisdictional rules, to the competent court, or to have the dispute settled through arbitration or a binding opinion.