

## **General Terms and Conditions of Sale and Delivery of Kai Tak Company B.V.**

### Article 1 – Definitions

The following definitions (where the singular also means the plural) are used in these General Terms and Conditions:

1. Customer: the (potential) contracting party of the Supplier which acts in the course of a profession or in the carrying on of a business.
2. General Terms and Conditions: these General Terms and Conditions.
3. Supplier: Kai Tak Company B.V., also trading as Oriental Merchant (Europe), user of these General Terms and Conditions, with its registered office in Rosmalen and having its business address in (5342 LT) Oss at Vorstengrafdonk 8 (Chamber of Commerce number 16057235).
4. Agreement: all Agreements between the Customer and the Supplier with reference to the Customer buying the Products from the Supplier.
5. Parties: the Customer and the Supplier.
6. Product: all Products in the area of (Asian) foods and related items offered and supplied by the Supplier.

### Article 2 – Applicability and general provisions

1. These General Terms and Conditions apply to all Agreements concluded and to be concluded between the Supplier and the Customer as well as to all offers and quotations of the Supplier.
2. The Customer declares to have received a copy of these General Terms and Conditions from the Supplier no later than the time that the Agreement was concluded.
3. Any General Terms and Conditions applied by the Customer are explicitly rejected by the Supplier and are not binding on the latter, unless it has explicitly agreed to them in writing.
4. The Supplier reserves the right to amend these General Terms and Conditions unilaterally. In such case, the Supplier will notify the Customer of the amended provisions. The amendments will thereafter form part of the contractual relationship with the Customer.
5. If the text of these General Terms and Conditions is in conflict with the text of the Agreement, the text of the Agreement will prevail.
6. If at any time the Supplier does not (immediately) exercise its rights under the Agreement and/or these General Terms and Conditions, this will not affect its right and possibility to do so (at a later stage) in the future.
7. If one of the provisions of the Agreement or these General Terms and Conditions proves to be void or voidable, the Agreement and General Terms and Conditions will remain in force. The Parties will then enter into consultations to agree on a new provision to replace the void/voided provision. This new provision must be in line with the object and purport of the void or voided provision.

### Article 3 – Agreement and quotations

1. All offers and quotations of the Supplier, in whatever form, are without obligation and are made on the basis of the prices and specifications applicable at the time of the offer, unless expressly stated otherwise in writing.
2. Descriptions and prices in offers are subject to approval. Offers are prepared on the basis of the information and specifications provided by the Supplier. Offers are based on production and delivery under normal circumstances. The Customer cannot derive any rights from any errors in an offer.
3. If the Customer places and confirms an order, it is regarded as an irrevocable offer.
4. An Agreement will be concluded if the Supplier has confirmed the Customer's offer in writing within three (3) days or if the Supplier has started to perform the Agreement. An Agreement is also concluded if the Supplier's offer is accepted by the Customer.
5. The Customer will never be entitled to cancel an order that has been placed, unless expressly agreed otherwise in writing.

6. The Supplier will be entitled to contract third parties in the context of the performance of the Agreement.
7. The Supplier is entitled to determine a credit limit for the Products to be bought by the Customer and reserves the right to change this credit limit during the term of the Agreement.

#### Article 4 – Changes

1. The Customer must notify the Supplier in writing and in time of any changes to the Agreement or the performance thereof as desired by the Customer. The Supplier is only bound by the Customer's desired changes if the Supplier has confirmed these changes in writing within three (3) days.
2. If an order and/or change is made verbally or by telephone, the Customer will bear the risk for its (proper) execution.
3. Changes may cause the agreed delivery time to be exceeded. This cannot be invoked to the detriment of the Supplier and does not constitute grounds for termination of the Agreement.

#### Article 5 – Prices and payments

1. All prices are in euros and exclusive of VAT, taxes and delivery charges, unless otherwise stated in writing.
2. The Supplier reserves the right to review prices in the event of a demonstrable cost increase.
3. The Supplier will ensure timely invoicing. Partial invoicing is possible unless expressly excluded in the Agreement.
4. Unless agreed otherwise, payment must be made within fourteen (14) days of the invoice date.
5. After the payment term has lapsed without being met, the Customer will immediately be in default and must pay the Supplier an interest equal to the statutory interest in accordance with S. 6:119a of the Dutch Civil Code and all extrajudicial costs, calculated in accordance with the Extrajudicial Collection Costs Graduated Scale, where a minimum amount of €100.- will apply.
6. The Customer will not be entitled to set off or to withhold deductions.
7. If the Customer is in default or in the event of liquidation, (a petition for) liquidation, attachment or (provisional) suspension of payment, or a WHOA facility (*Court Approval of a Private Composition (Prevention of Insolvency) Act*), all outstanding (future) amounts payable by the Customer to the Supplier will become immediately due and payable.
8. The (future) amounts payable by the Customer to the Supplier will become immediately due and payable if the Supplier has a well-founded reason to assume that the Customer will fail to comply with its obligations or if any security provided proves to be insufficient. If one of these situations occurs, the Supplier will furthermore be entitled to suspend any further performance until it has certainty that payment will be made, without prejudice to the Supplier's right to claim compensation.
9. The Customer's objections to the invoice amount do not suspend the obligation to pay.

#### Article 6 – Delivery

1. Delivery times are determined jointly by the Supplier and the Customer. A delivery time stated or confirmed by the Supplier is only approximate. The Supplier is not in default by the mere exceeding of a term, and the Customer is in such case not entitled to dissolve the Agreement in whole or in part, nor is it entitled to compensation. Therefore, if a term is exceeded, the Customer must give the Supplier written notice of default and grant it a reasonable period of time to perform its obligations.
2. If the Supplier fails to deliver within the new delivery term, the Customer will have the sole and exclusive remedy of terminating the relevant unperformed parts of the Agreement, without the Customer being entitled to any compensation for damage and/or a reimbursement of costs.
3. If the term within which delivery is to be effected is expressed in days, a day will be understood to be a working day, not being a day of rest (Saturday or Sunday) or a public holiday.
4. The Supplier is entitled to perform an Agreement in parts and to demand payment for each part in proportion to the goods delivered.
5. Delivery of Products to countries within the European Union and to the United Kingdom (UK) are made DDP (Delivered Duty Paid, INCOTERMS 2020), unless FCA (Free Carrier,

INCOTERMS 2020) or another method is agreed upon in writing between the Supplier and the Customer. Delivery to (other) countries outside the European Union are made EXW (Ex Works, INCOTERMS 2020), unless agreed otherwise in writing between the Supplier and the Customer.

6. The Supplier has the right to determine that certain items will be delivered from certain minimum quantities only.
7. If the Products cannot be delivered because the Customer refuses the Products or fails to take delivery of them, the Supplier will be entitled to store the Products at the Customer's risk and expense. The Supplier will not provide the Products to the Customer until it has paid the additional costs of transport and storage. If the Customer does not take delivery of the Products within one month after the originally agreed delivery date, the Supplier will, after it has sent a demand, be entitled to deliver the Products to other Customers or to dispose of the Products in any other way, without prejudice to its right to recover the costs of storage of the Products and non-acceptance by the Customer, as well as any damage or loss, from the Customer.
8. In the event that the production of Products is limited for any reason, the Supplier will have the right to divide the available Products among its customer base at its sole discretion and this may lead, depending on the given situation, to fewer Products being sold and delivered to the Customer than specified in the Agreement, without the Supplier incurring any responsibility or liability towards the Customer for any ensuing loss as a result.

#### Article 7 – Retention of title

1. All Products delivered by the Supplier, whether processed or unprocessed, will remain the property of the Supplier until the Customer has met all obligations under the Agreement concluded between the Parties.
2. The Customer is not authorised to sell, pledge or otherwise transfer or encumber the Products covered by the retention of title. This Article has effect under Property Law within the meaning of S. 3:83 of the Dutch Civil Code.
3. The Customer undertakes to store the Products delivered under retention of title carefully and as identifiable property of the Supplier.
4. The Customer is not entitled to invoke its right of retention in respect of storage costs incurred by it, nor is the Customer entitled to deduct the storage costs from the amount payable to the Supplier.
5. If, after having received a written reminder, the Customer remains in default with regard to any payment obligation in respect of Products already delivered, the Supplier will be entitled to remove (or arrange for the removal of) the delivered Products from the Customer or its holders. The Customer hereby irrevocably authorises the Supplier or parties acting on the Supplier's behalf to enter the places where the Products are located. The costs associated with collecting the Products will be at the Customer's expense.
6. The conditions as laid down in this Article do not affect the Supplier's other rights.
7. If the Customer is established in Germany, the following provisions will apply instead of the preceding provisions concerning retention of title, which are exclusively subject to German law:
  - a. *Die gelieferte Ware (Vorbehaltsware) bleibt bis zur vollständigen Bezahlung sämtlicher Forderungen aus diesem und künftigen Verträgen gegenüber dem Abnehmer und seinen Konzerngesellschaften Eigentum des Lieferanten. Wird die Vorbehaltsware verarbeitet, erwirbt der Lieferant auch das Eigentum an der daraus entstehenden neuen Sache. Der Abnehmer verwahrt das Eigentum an der neuen Sache für den Lieferanten unter Ausschluss des eigenen Eigentumserwerbs. Der Abnehmer kann hieraus keinerlei Ansprüche gegenüber dem Lieferanten ableiten.*
  - b. *Wird die Vorbehaltsware mit anderen dem Lieferanten nicht gehörenden Sachen untrennbar verbunden oder vermischt, erwirbt der Lieferant ein Miteigentum an der neuen Sache im Verhältnis des Wertes der Vorbehaltsware zu den anderen verbundenen oder vermischten Sachen zum Zeitpunkt der Verbindung oder Vermischung.*
  - c. *Der Abnehmer tritt seine Forderungen aus der Veräußerung von Vorbehaltsware aus dieser und künftigen Warenlieferung(en) mit sämtlichen Nebenrechten im Umfang des*

*Eigentumsanteils des Lieferanten bereits jetzt als Sicherheitsleistung an den Lieferanten ab.*

- d. Im Falle der Verarbeitung der Vorbehaltsware kraft eines Werkvertrags wird die Forderung des Arbeitslohns in Höhe des anteiligen Rechnungsbetrags für die mitverarbeitete Vorbehaltsware bereits jetzt an den Lieferanten abgetreten. Kommt der Abnehmer seinen vertraglichen Verpflichtungen gegenüber dem Lieferanten ordnungsgemäß nach, hat er das Recht, über die sich im Eigentum des Lieferanten befindliche Ware im Rahmen seiner gewöhnlichen Geschäftstätigkeit zu verfügen und die an den Lieferanten abgetretenen Forderungen selbst geltend zu machen.*
- e. Im Falle eines Zahlungsverzug oder begründeter Zweifel an der Zahlungsfähigkeit oder Bonität des Abnehmers hat der Lieferant das Recht, die abgetretenen Forderungen durchzusetzen und die Vorbehaltsware zurückzuverlangen.*
- f. Scheck- und Wechselzahlungen gelten erst nach Einlösung als erfüllt.*
- g. Die Vereinbarung von Eigentumsvorbehaltsrechten unterliegt ausschließlich deutschem Recht.*

#### Article 8 – Obligations of the Customer

- 3. The Customer will ensure that the Supplier has timely access to all information required to perform the Agreement.
- 4. If the start or the progress of the performance of the Agreement is delayed by factors attributable to the Customer, the Customer will bear the costs of the damage or loss incurred by the Supplier as a result.

#### Article 9 – Third parties

- 3. The Supplier is entitled to contract third parties for the performance of the Agreement if the Supplier is of the opinion that there is reason to do so or if this follows from the Agreement. The costs of this third party are for the Customer's account.
- 4. The Customer is entitled to contract third parties for the performance of the Agreement. The Customer guarantees the quality of the Products and services of the third parties contracted by the Customer.

#### Article 10 – Complaints

- 6. The Customer is obliged to immediately check the Products for defects upon receipt. Defects will not include minor deviations deemed acceptable in the trade or deviations that cannot be avoided in terms of quantity, quality or weight.
- 7. The Products are deemed to have been received in external apparent good order when the consignment note is signed for receipt by the Customer.
- 8. If the delivered Products show defects, the Customer will need to notify the Supplier thereof in writing within forty-eight (48) hours after delivery, or within forty-eight (48) hours after it should reasonably have discovered the defects. The Customer can in any case no longer invoke hidden defects after the expiry of one (1) month after the date of delivery.
- 9. The Supplier will assess whether the defect is at the Supplier's risk. In such case the Supplier will be bound to remedy the defects free of charge or to replace the (parts of the) Products to which the defect relates or to compensate the Customer, at the Supplier's discretion.
- 10. Complaints will never give the Customer the right to dissolve the Agreement or to withhold payment in full or in part. The Customer can under no circumstance claim compensation.

#### Article 11 - Returns

- 3. Products sent by the Supplier to the Customer can only be returned to the Supplier after written permission has been obtained from the Supplier and under the conditions to be set by the Supplier.

4. The Customer will bear the costs of the returns, with the exception of the costs of returning Products for which it has been established that these Products contain errors and/or defects that fall under the guarantee or for which the Supplier is liable.

#### Article 12 – Guarantee

4. The Supplier will give a guarantee for a period of one (1) year after delivery on all Products delivered by the Supplier itself. Defective Products covered by the guarantee will be credited or replaced by the Supplier, at the Supplier's discretion.
5. The Supplier is not obliged to comply with any guarantee obligation if the Customer has not complied with any obligation towards the Supplier in full, properly or on time at the time the Customer invokes the guarantee. The Customer is in any case not entitled to invoke a guarantee if the Customer fails to store the Products under optimal circumstances.
6. Any guarantee will expire if the Customer has acted in a careless or injudicious manner with regard to the Products.

#### Article 13 – Liability and indemnifications

9. Every liability of the Supplier and of the persons it has engaged is limited to direct damage or loss up to a maximum amount equal to the invoice value of the order in connection with which the damage or loss arose.
10. The Supplier is not liable for indirect damage or loss, including but not limited to any consequential damage or loss suffered by the Customer, i.e. loss of income, business interruption loss, loss of profit, lost savings, reduced goodwill, loss of reputation, loss as a result of claims from the Customer's customers.
11. A claim for compensation cannot be considered unless the Customer gives Written notice of the damage or loss to the Supplier as soon as it has arisen. All claims against the Supplier except those acknowledged by the Supplier will be barred by the mere expiry of a period of 12 months after the inception of the claim.
12. The Supplier can never be held liable if the Products have not been stored or handled under optimal condition by or under the responsibility of the Customer.
13. The Supplier is never liable for damage or loss suffered by the Customer or a third party related to the Customer if this damage or loss is caused by an error in the information provided by the Customer. This applies inter alia in connection with the Supplier's performance of the relabelling service, pursuant to which the Supplier uses new packaging for or applies labels around and on Products. The Supplier is not obliged to check the (wording on) new packaging and labels.
14. The Supplier is at all times entitled, if and in so far as possible, to undo or limit the damage or loss suffered by the Customer by repair or improvement.
15. A claim for compensation of damage or loss must be submitted to the Supplier within 12 months after the Customer has discovered or reasonably could have discovered the damage or loss, failing which the right to compensation will lapse.
16. The Customer indemnifies the Supplier against any claims from third parties. The Customer will never hold the Supplier's employees or third parties contracted by the Supplier liable.

#### Article 14 – Force majeure

7. In the event of failure by the Supplier in the performance of the Agreement, which is caused by force majeure, the Supplier will be entitled to suspend performance of the Agreement free of charge and will therefore not be bound by any obligation under an Agreement. If the Supplier is unable to fulfil its obligations under the Agreement due to a temporary (more than 3 months) or permanent situation of force majeure, the Supplier will be entitled to terminate the Agreement without judicial intervention, free of charge. The Customer is in no way entitled to compensation for any damage, expenses and/or interest.
8. In the event of force majeure, the Supplier will inform the Customer of such situation as soon as possible.

9. A non-attributable breach on the part of the Supplier will, in addition to what is understood in this respect in the law and in case law, be understood to be any external causes, foreseen or unforeseen, including in any case, but not limited to:
  - q. damage as a result of natural disasters and/or storm damage;
  - r. war, risk of war and/or any other form of armed conflict including terrorism or threat of terrorism in the Netherlands and/or other countries, which hinders the supply of Products;
  - s. industrial actions, factory sit-ins, enforced business closures, riots and any other form of disturbance and/or obstruction caused by third parties;
  - t. illness of one or more employees who are difficult to replace;
  - u. legislative or administrative measures which are taken by the government and which hinder supplies, including import and export bans/obstructions;
  - v. a defect in and/or breakdown of means of transport, production equipment, any machineries or power supplies;
  - w. restrictions or cessations of supply by public utility companies;
  - x. fire, water damage, breakdowns or accidents in the company of the Supplier or of third parties contracted by the Supplier;
  - y. non-delivery or overdue delivery to the Supplier by subsuppliers or other third parties;
  - z. a stagnation in the supply of Products, raw materials and/or energy;
  - aa. failed harvest;
  - bb. epidemic and/or pandemic;
  - cc. seizure of stocks and/or inventory at the Supplier or at third parties contracted by the Supplier;
  - dd. liquidity issues of the Supplier and/or third parties contracted by the Supplier;
  - ee. failure or interruption of electrical, network and/or telephone systems, ransomware and other (online) attacks, computer viruses; and
  - ff. all other causes through no fault of the Supplier or beyond the Supplier's sphere of risk.
10. If the Supplier, in the event of force majeure, has already partially met its obligations or will partially meet them, the Customer will have to pay the price due for this part to the Supplier.

#### Article 15 – Personal and other data

5. The Customer guarantees that it will provide to the Supplier all information relevant to the Agreement which the Customer can reasonably understand to be necessary for the performance of the Agreement.
6. The Customer guarantees the correctness, up-to-dateness, completeness and reliability of the personal and other data and information provided to the Supplier by it or on its behalf.
7. If the personal and other data required for the performance of the Agreement are not provided to the Supplier at all, on time or in accordance with the arrangements, the Supplier cannot be held liable for any damage or loss suffered by the Customer, and the Supplier will have the right to charge the Customer for the costs it incurs as a result thereof and to suspend the performance of the Agreement.
8. The Supplier will handle the personal data with care and act in accordance with the provisions of the General Data Protection Regulation. Please refer to the Supplier's online privacy statement for more information concerning the use of personal data by the Supplier.

#### Article 16 – Termination

2. The Supplier is entitled, without any notice of default or judicial intervention being required, in the event of default by the Customer, or if suspension of payment, (provisional) suspension of payment is applied for, or if (an application for) bankruptcy, liquidation or discontinuation of (part of) the Customer's business is filed, without prejudice to the other rights to which it is entitled and without any obligation to pay compensation:
  - a. To suspend the performance of the Agreement until payment of all other amounts due by the Customer to the Supplier has been made or until sufficient security has been provided with regard to such payment; and/or
  - b. To suspend all its own payment obligations; and/or

- c. To wholly or partly dissolve every Agreement with the Customer; all this without prejudice to the Customer's obligation to pay for the Products already delivered and/or services already provided, and without prejudice to the Supplier's other rights, including its right to compensation.

#### Article 17 – Transfer of rights and obligations

3. The Customer will not transfer its rights and/or obligations arising from the Agreements concluded with the Supplier to third parties or let them serve as security, without prior written permission of the Supplier.
4. The Supplier is permitted to transfer the Agreement, or its rights and obligations under the Agreement, and/or the full ownership of the Products to a third party at its discretion. By accepting the applicability of the General Terms and Conditions, the Customer is deemed to cooperate in the transfer, if any, by the Supplier.

#### Article 18 – Intellectual and industrial property

4. All intellectual and industrial property rights regarding the website, catalogue, packaging, brands, logos, names, domain names, designations, quotations made by the Supplier, or drawings, software, descriptions, labels, models, etc. produced or provided by the Supplier, as well as regarding all information comprised in or underlying the same, and with regard to any other Products that may be subject to an intellectual property right, are vested in the Supplier and/or in the company from which the Supplier has obtained a licence.
5. Without prior written permission of the Supplier, the Customer is not permitted to reproduce, publish, store or otherwise use the goods referred to in this Article, except to the extent necessary for the performance of the Agreement and if written permission has been obtained from the Supplier.
6. The Customer is not permitted to change, remove or copy designations, logos, labels, etc. on, in or with the Products delivered by the Supplier, or use them for other Products, except with the prior written permission of the Supplier.

#### Article 19 – Confidentiality

2. The Customer will keep the existence of the Agreement, its contents and all confidential information (including personal data) exchanged in connection with the conclusion of the Agreement confidential and will not disclose it in whole or in part without the prior Written permission of the Supplier.
11. The Customer undertakes to take all necessary steps to ensure compliance with its duty of confidentiality by all its employees and legal entities that are not a third party within the meaning of the Agreement and who have direct knowledge of this information. However, the Customer will remain liable for any breach of this duty of confidentiality.
12. The obligations under this Article do not apply if and in so far as the confidential information:
  - d. Becomes available to the general public at the time of disclosure or later and is not caused by an act or action of the Customer or its representatives; or
  - e. Is in the possession of the Customer or its representatives or is provided to the Customer or its representatives on a non-confidential basis via a source that is not prohibited from sharing confidential information with the Customer, other than the Supplier or one of its representatives; or
  - f. Must be disclosed under the law or by any competent court or by regulations of any applicable regulatory organisation or regulatory authority.

#### Article 20 – Applicable law and competent court

4. All Agreements between the Supplier and the Customer, which are governed by these General Terms and Conditions, are exclusively subject Dutch law.
5. The applicability of the Vienna Sales Convention is excluded, unless the Parties explicitly agree otherwise in writing.

6. All possible disputes arising from, or related to, these General Terms and Conditions, offers, orders and/or the Agreement will be submitted exclusively to the competent judge of the District Court of Oost-Brabant, location 's-Hertogenbosch.

#### Article 21 – Miscellaneous

5. The Customer's obligations under an Agreement will also apply to the Customer's group companies and future group companies, as referred to in S. 2:24b of the Dutch Civil Code. Any action (or omission) by a group company of the Customer is deemed to be an action (or omission) of the Customer.
6. If an Agreement is terminated, the articles of these General Terms and Conditions that are by their nature intended to continue after termination will remain in full force and effect between the Parties.
7. In the event of a conflict between the Dutch version of these General Terms and Conditions and a translation thereof, the Dutch version will prevail.
8. These General Terms and Conditions have been filed with the Chamber of Commerce under number 16057235.

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