

General Terms and Conditions of Supply of

BICKERY FOOD GROUP B.V.

Established and having its office at Stichtse Kade 46, 's-Graveland

Filed with the Chamber of Commerce for Gooi- and Eemland
in Hilversum (HR 32032561)



Article 1 GENERAL AND DEFINITIONS

1. These General Terms and Conditions apply to every offer, agreement, and its execution between Supplier and Customer. Deviations must be agreed upon in writing between the parties. The General Terms and Conditions used by the Customer or any previous contractual agreements made between the parties are hereby excluded unless otherwise agreed upon in writing.
2. "Customer": any legal entity that has entered into or wishes to enter into an Agreement with Supplier, including its representative(s), authorised person(s), and successor(s).
3. "Supplier": Bickery Food Group B.V.
4. "Products": the goods and services to be delivered by Supplier.
5. "Delivery Period": the period specified in the Agreement within which the Products must be delivered.
6. "Agreement": any agreement concluded between Supplier and Customer, including any amendments thereto and the legal acts required prior to the conclusion of the Agreement. These General Terms and Conditions form an integral part of the Agreement.
7. "Commercial best-before date": the period commencing on the 'best before' date stated on the Product and extended by the number of months of best-before guarantee that the Supplier customarily offers at the time of sale in respect of the relevant Product, as determined and/or communicated by the Supplier per Product.
8. If one or more provisions of these General Terms and Conditions are declared void or are nullified, the remaining provisions shall remain in full force and effect. In such case, the parties shall jointly establish one or more new provisions to replace them, which shall, as much as possible, reflect the intention of the original provisions.

Article 2 OFFERS

1. All offers made by Supplier, in whatever form, are without obligation unless explicitly stated otherwise.
2. If an offer is accompanied by documents such as estimates, plans, or catalogues, these shall at all times remain the property of Supplier and must be returned upon first request. None of this information may be reproduced or shown to third parties without the written permission of Supplier.
3. Sending offers, a quotation, and/or other documentation does not oblige Supplier to accept an order. If Supplier does not accept an order, it shall inform the Customer thereof as soon as possible, in any case within 8 days of receiving the order.
4. If the Customer does not wish to accept the offer and/or Agreement offered by Supplier, Supplier is entitled to charge the costs associated with the offer to the Customer, to the extent that they were specifically made for the Customer.
5. Supplier reserves the right to deliver an order on a cash-on-delivery basis without giving reasons.



Article 3 AGREEMENT

1. Except as provided below, an Agreement with Supplier is concluded after Supplier has received a written order or has confirmed the order to the Customer, with the date of confirmation being decisive. The order confirmation is deemed to accurately and completely reflect the Agreement together with these General Terms and Conditions unless the Customer immediately protests against it in writing. An Agreement is also concluded if Supplier commences execution after statements made by the Customer.
2. Subsequently made additional agreements or changes bind Supplier only if they have been confirmed in writing by the parties jointly. If necessary, the delivery time shall be reasonably adjusted thereafter. All additional costs associated with the change or addition shall be borne by the Customer.
3. For transactions for which no quotation or order confirmation is sent due to their nature and scope, the invoice including these General Terms and Conditions constitutes the Agreement, subject to the right of complaint within 3 working days as further elaborated in Article 12.
4. Every Agreement is concluded by Supplier subject to the suspensive condition that the Customer - solely at the discretion of Supplier - has proven to be sufficiently creditworthy for the financial performance of the Agreement.
5. Supplier is entitled, before or after entering into the Agreement, to demand security from the Customer that both payment and other obligations will be fulfilled. Until security has been provided, Supplier may choose to postpone the service to be provided.
6. Supplier is authorised to engage others in the execution of the Agreement, the costs of which will be passed on to the Customer in accordance with the provided price quotes.
7. In the event a Customer wishes to terminate the Agreement prematurely, either in whole or in part, the Customer shall be liable for the costs incurred by Supplier in the performance of the Agreement, including but not limited to purchased Products, worked hours on the order, and any third parties involved.

Article 4 CONSIGNMENT AND RETURNS

1. Products shall only be delivered on consignment by Supplier if agreed upon in writing.
2. The Customer shall have no right to return delivered Products unless this has been expressly agreed in writing in advance between the parties.
3. If return has been agreed, such return shall take place solely under the conditions set by the Supplier. Returns are only permitted if and to the extent that the Products remain within the Commercial best-before date as defined in Article 1 at the time of return.
4. Returns without the Supplier's prior written consent will not be accepted.
5. Unless otherwise agreed in writing, only undamaged and complete Products in their original packaging will be accepted for return. Consumer units cannot be returned separately.
6. No credit shall be issued if the commercial best-before date has expired.



Article 5 PRICES

1. Unless otherwise stated, the prices of Supplier are:
 - based on delivery to the delivery address specified by the Customer in the Netherlands, unless it concerns orders of small volume, at the discretion of Supplier;
 - exclusive of VAT;
 - exclusive of waste management contribution;
 - inclusive of import duties, other taxes, levies and government charges;
 - exclusive of deposits and packaging, and
 - in euros.
2. In the event of an increase in one or more cost price factors, Supplier is entitled to increase the order price accordingly; all in accordance with any applicable legal regulations. If future price increases are already known to Supplier at the time of order confirmation, they shall be mentioned in the confirmation.

Article 6 CALL-OFF ORDERS AND TERM ORDERS

1. Call-off orders or term orders without fixed delivery dates within 3 months after order registration shall not be accepted by Supplier.
2. Delivery based on call-off orders or term orders shall always take place based on the Supplier's stock at the time of delivery. The Supplier is never obliged to reserve these items for the Customer or keep them in stock until the delivery date.

Article 7 DELIVERY AND TRANSPORT

1. From the moment of delivery, the purchased items are at the risk of the Customer. Unless otherwise agreed, delivery shall be made to the Customer's business address in the Netherlands. Delivery carriage paid shall only apply if this has been expressly agreed in writing between the Supplier and the Customer or if stated on the invoice in accordance with Article 3.3.
2. Upon delivery, the Customer is obliged to immediately check the delivered items, including the packaging, for any shortages and/or visible damages. Any deviations should be noted on the delivery note, or this check should be performed immediately after the Supplier notifies the Customer that the goods are available. Shortages and/or visible damages noticed at that moment should also be reported to the Supplier immediately.
3. Any discrepancies, shortages, and/or damages to the delivered items and/or packaging that only become apparent upon complete unpacking of the goods must be reported in writing to the Customer's contact person at the Supplier within 3 working days after the delivery date stated on the delivery note or after notification as mentioned in clause 2. If the Customer fails to do so within the specified period, the delivered items, including the packaging, will be deemed approved by the Supplier. As a result, complaints will no longer be handled by the Supplier.
4. The Supplier is entitled to deliver in partial shipments (partial deliveries), which may also be invoiced separately.



5. The Supplier provides the delivery period as an approximation. The specified delivery time is never a strict deadline unless expressly agreed otherwise in writing.
6. If the Customer fails to take delivery of the Products after the expiration of the delivery period, the Products will be stored at the Customer's disposal, at the Customer's expense and risk. If the Customer fails to take delivery in accordance with the Agreement, the Supplier reserves the right to terminate the Agreement 14 days after the expiration of the delivery period, to sell the Products to third parties, notwithstanding the Supplier's right to compensation and the Customer's obligation to pay the agreed price for the Products.
7. If the Supplier has undertaken the transport of the goods to be delivered, the Customer guarantees the good accessibility of the delivery address. Sufficient loading and unloading facilities must be available. The Customer shall provide sufficient personnel and mechanical aids for loading and unloading the goods within 15 minutes of arrival at the delivery address. The additional costs incurred hereby shall be borne by the Customer.
8. If the Supplier arranges the transport of the Products to be delivered, the Products shall be deemed delivered at the moment they are unloaded at the delivery address. If the delivery address is only accessible by ferry service, the Products shall be delivered to the nearest port on the mainland unless expressly agreed otherwise in writing.
9. If the Customer has not provided specific instructions to the Supplier regarding the method of transport, shipment, packaging, etc., the Supplier shall determine these as a prudent business operator. The Customer assumes all risks in this regard, including possible fault or negligence of the carrier.
10. The Supplier is entitled to charge a fee for durable packaging materials, which will be stated on the invoice. If the Supplier charges such a fee, it will be refunded after return by the Customer in an undamaged condition.

Article 8 QUALITY AND QUANTITY

1. All samples provided by the Supplier to the Customer serve solely to give an average indication of the expected quality of the Products to be delivered.
2. The Customer explicitly accepts all customary as well as minor quality, taste, and/or colour differences and these shall never constitute grounds for exercising the right to complain.
3. For all deliveries, a quantity deviation of up to 10% chargeable to the Customer is allowed.

Article 9 FORCE MAJEURE

1. Force majeure on the part of the Supplier includes, but is not limited to, events such as fire, flood, strikes, epidemics, pandemics, (civil) war, terrorism, government-imposed measures, non-availability or delayed availability of permits, trade embargoes, labour unrest, power outages, business disruptions, default or unlawful conduct of Supplier's supplier(s) or other third parties, including any defects in the goods supplied to Supplier by them, and the non-availability or insufficient availability of labour, materials, transport, fuels, and energy.
2. If, in the opinion of the Supplier, the total or partial failure to deliver, due to force majeure as described in 9.1, will not last longer than three months, the Supplier reserves the right to



suspend the performance of the Agreement for the duration of those three months until the circumstance causing the force majeure no longer exists, after which the Supplier will proceed with the delivery.

3. If the force majeure situation persists for more than three months, the parties may make arrangements for the termination of the Agreement and its associated consequences.
4. The Supplier is entitled to demand payment for the services performed in the execution of the relevant Agreement before the circumstance causing the force majeure became apparent.
5. If the Supplier believes that it has fallen into a situation of force majeure, the Supplier shall inform the Customer immediately.

Article 10 INTELLECTUAL PROPERTY

1. The Customer guarantees the Supplier at all times that the use by the Supplier of data provided by the Customer will not conflict with legal regulations or protected rights of third parties.
2. The Customer fully indemnifies the Supplier for all direct and indirect consequences of claims that third parties may assert against the Supplier due to a breach of the warranty mentioned in 10.1, including costs for engaging legal support.
3. All drawings, moulds, lithographs, designs, sketches, models, trademarks, and similar items produced by or on behalf of the Supplier in the performance of the Agreement, as well as the right to use them, shall remain the inalienable property of the Supplier.
4. The Customer shall maintain complete confidentiality regarding the Agreement and any (business) information shared with it by the Supplier.

Article 11 LIABILITY AND INDEMNIFICATION

1. The Supplier excludes any liability, except in cases where the damage directly results from intent or gross negligence on the part of the Supplier or its executives, as well as in cases where a Product demonstrably exhibits a defect that does not provide the safety that may reasonably be expected in the circumstances.
2. The liability of the Supplier for attributable failures in the performance of the Agreement as described in 11.1 shall never exceed the amount payable by the Supplier's insurer, with the total amount of the payout limited to the applicable value of the Products in the order or portion of the order to which the failure relates.
3. The Supplier is not liable for indirect damages (business interruption, consequential damages, other indirect damages commonly understood as such in practice). Even in the event of force majeure, the Supplier is not liable for any damages suffered by the Customer.
4. The Supplier is not liable for damages arising from or caused by the manner of use of the delivered goods or their unsuitability for the purpose for which the Customer purchased them.
5. By accepting delivery of the goods by the Customer or by a third party on behalf of the Customer, the Supplier is indemnified against any claims for damages by the Customer



and/or third parties. Whether the damage arises from assembly or manufacturing defects or any other cause, except as provided in 11.1, is immaterial.

6. The Customer indemnifies the Supplier against all claims asserted by third parties against the Supplier due to product liability arising from a defective product delivered to that third party by the Customer or one of its customers, which (partly) consists of a product supplied by the Supplier.

Article 12 CLAIMS AND COMPLAINTS

1. Any claims and complaints will only be processed by the Supplier if they have been received by the Supplier directly in writing within 3 working days after delivery of the relevant performance, with precise specification of their nature and grounds.
2. Complaints about invoices must also be submitted in writing and substantiated within 8 days of the invoice date.
3. After the expiration of the period mentioned in paragraph 1 and paragraph 2, the Customer is deemed to have approved the delivered goods or the invoice. Claims and complaints will then no longer be processed by the Supplier.
4. If the claim or complaint is found to be valid by the Supplier, the Supplier is only obliged to deliver the agreed performance.
5. Only if and to the extent that the claim or complaint is found to be valid shall the Customer's payment obligation be suspended until the matter is resolved.
6. Return of the delivered goods may only take place with the prior written consent of the Supplier and subject to conditions to be determined by the Supplier.

Article 13 RETENTION OF TITLE

1. Delivered goods remain the property of the Supplier until all deliveries and work performed or to be performed according to the Agreement, including interest and costs, have been paid by the Customer. This article also applies in the event of suspension of payments or bankruptcy of the Customer.
2. The Customer is obliged to store all goods delivered under retention of title with due care, to keep them clearly recognisable as the property of the Supplier, and to insure them against all common risks.
3. The Supplier is at all times entitled to (have) the goods delivered under retention of title removed from the Customer's premises or those of its holders if the Customer does not fulfil its obligations to the Supplier in accordance with the Agreement. Upon the first request of the Supplier, the Customer shall provide all necessary cooperation and access.
4. The goods may be resold or used by the Customer in the normal course of its business, but may not be pledged or serve as security for a third-party claim.



5. If third parties seize or attempt to establish rights on goods subject to the Supplier's retention of title, the Customer is obliged to immediately inform the Supplier thereof and to immediately notify those third parties of the ownership rights of the Supplier.
6. As security for the full payment of all claims of the Supplier, for whatever reason, the Supplier also obtains a non-possessory pledge on all items in which the Products delivered by the Supplier are incorporated, or of which they form part, upon the arising of the claim. The order or Agreement signed by the Customer and the subsequent written acceptance by the Supplier shall serve as a private deed as referred to by law.

Article 14 PAYMENT

1. Unless otherwise agreed in writing, payment shall be made in euros, in cash or upon delivery, without any discount, or by deposit or transfer to a bank account designated by the Supplier within 14 days after the invoice date.
2. All payments made by the Customer shall primarily serve to satisfy any interest and collection costs incurred by the Supplier, and subsequently to satisfy the oldest outstanding invoices.
3. In the event that the Customer:
 - a. is declared bankrupt, makes an assignment for the benefit of creditors, obtains (provisional) suspension of payments, or has attachment levied on all or part of its assets,
 - b. fails to fulfil any obligation imposed on it by law or these conditions,
 - c. fails to pay an invoice amount or part thereof within the specified period,
 - d. engages in cessation or transfer of its business or a significant portion thereof, including the contribution of its business to a newly established or existing company, or engages in a change in the objective of its business,the Supplier shall, by the mere occurrence of the aforementioned circumstances, have the right to immediately terminate the Agreement, without any judicial intervention or notice of default being required.

Any amount owed by the Customer for services rendered by the Supplier shall be immediately due and payable in full, without any warning or notice of default being required, without prejudice to the Supplier's right to compensation for costs, damages, and interest.

4. The Customer shall not be entitled to suspend any payment obligation or to set off any amount payable to the Supplier against any claim, alleged or otherwise, that the Customer may have against the Supplier.

Article 15 INTEREST AND COSTS

1. If payment has not been made within the period specified in the preceding article, the Customer shall be in default by operation of law and shall owe interest of 1% per month on the outstanding amount as of the invoice date.
2. All judicial and extrajudicial costs incurred shall be borne by the Customer. The judicial costs shall also include all actual costs of legal and procedural assistance incurred during legal



proceedings that exceed the court-approved scale of costs. The extrajudicial collection costs shall amount to at least 15% of the amount owed by the Customer, including the aforementioned interest.

Article 16 PROCESSING OF PERSONAL DATA

1. The Customer remains the data controller for any Personal Data provided to the Supplier, as defined in the General Data Protection Regulation (GDPR) and other applicable privacy legislation.
2. The Supplier shall take the necessary technical and organisational measures to secure the Personal Data during and after processing against loss or unlawful applications.
3. In the event of processing of Personal Data by the Supplier, the Parties agree to enter into a data processing agreement to record their mutual rights and obligations. This agreement shall form an integral part of the Agreement.

Article 17 APPLICABLE LAW

1. Dutch law shall exclusively apply to all offers from the Supplier, Agreements, and their execution, and the court in Amsterdam shall have jurisdiction over any disputes.
2. The applicability of the Vienna Sales Convention or CISG is explicitly excluded.

Article 18 OTHER PROVISIONS

1. The Supplier is entitled to amend these General Terms and Conditions. Changes will be communicated to the Customer and will come into effect within 30 days after notification, unless another effective date is indicated. The Customer hereby agrees to the changes.

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