

## General Conditions Vebero Eastwood Blanching B.V. NL-Oosterhout (NB)

[In the event of discrepancies or ambiguity between the original Dutch version of these General Conditions and this translation, the Dutch text shall prevail]

### **Article 1 - General/Applicability**

- 1.1 “Vebero” in these conditions shall mean Vebero Eastwood Blanching B.V., having its registered office in Oosterhout (NB), Commercial Register Breda, No. 20059227.
- 1.2 These general conditions shall apply to any form of service which Vebero shall perform, with the exception of any storage and/or forwarding activities.
- 1.3 These General Conditions shall apply to all offers by Vebero, all orders from the principal to Vebero and all agreements/legal relationships entered into between Vebero and Principal, as well as all obligations of any kind built upon and arising herefrom.
- 1.4 Any forwarding activities are subject to the FENEX conditions (Dutch Forwarding Conditions) and any matters related to (temporary) storage activities are subject to the Warehousing Conditions Amsterdam – Rotterdam.
- 1.5 “Principal” shall mean any natural or legal person who receives from Vebero an offer to sell and supply goods and/or services and/or gives instruction to Vebero to that effect and/or enters into an agreement with Vebero to sell and supply goods and/or services.
- 1.6 Any deviation from these conditions shall be in writing only.
- 1.7 Applicability of any general conditions applied by the principal is explicitly rejected, except in the event that and to the extent that the applicability thereof has been explicitly accepted by Vebero in writing.

### **Article 2 - Quotations/Conclusion of an Agreement**

- 2.1 All offers and quotations by Vebero, in any form whatsoever, shall be without any obligation, unless they contain a period for acceptance and/or it has explicitly been stated otherwise in writing.
- 2.2 An agreement between principal and Vebero shall not be effected until Vebero has accepted it in writing, or has begun with the execution of the agreement in such a way that it may be known to the principal. If there is no written agreement, the invoice shall be deemed to represent the agreement correctly and completely unless the contrary is proved.

- 2.3 All offers shall be based on the information, information sources and any specific matter derived therefrom provided by the principal.
- 2.4 The principal guarantees the correctness of information at all times. If it appears that incorrect information has been provided and if Vebero has consequently incurred higher costs than was estimated, the principal shall be obliged to pay these costs as well, after proper specification thereof.
- 2.5 The principal shall be obliged to inform Vebero about any facts/circumstances that may affect the execution of the agreement in so far as these were known to him or should have been known to him.
- 2.6 Mutual agreements with and/or promises made by employees and/or representatives of Vebero are not binding unless Vebero has confirmed them in writing.
- 2.7 Cost estimates, technical data, samples, quality judgements etc. must be as accurate as possible but are not binding upon Vebero.
- 2.8 If a commission is withdrawn by principal, principal shall be obliged to reimburse all lost profits and costs incurred by Vebero.

### **Article 3 – Description of the goods and mode of processing**

- 3.1 On conclusion of the agreement to process and/or recondition his goods, the principal shall provide Vebero with a written description of these goods, stating the various kinds, qualities, weights and moreover all other details the cognizance of which is of interest to Vebero.
- 3.2 Vebero shall not be obliged to take delivery of goods whose nature, kind, quality, weight, number, time of delivery and/or value differs from the original description by the principal and/or confirmation by Vebero.
- 3.3 If a special mode of storage or processing of the goods is required, the principal shall inform Vebero hereof in time, in order to give Vebero the opportunity to take the necessary preparatory steps. If a special mode of storage or processing of the goods is required by the principal or if the nature of the goods makes this necessary, Vebero shall be entitled to charge the extra costs to the principal.

### **Article 4 – Delivery and refusal of the goods**

- 4.1 If goods arrive in a damaged or defective condition which is outwardly visible, Vebero shall be entitled to refuse to take delivery. If such is the case, Vebero shall be entitled, but not obliged, to represent the principal's interests towards the carrier and/or others, at the principal's expense and risk, and to obtain evidence regarding the condition of the goods, without the principal being entitled to derive rights towards Vebero from the way in which Vebero deals with this case.

- 4.2 Stating the reasons in writing, Vebero shall be entitled to refuse goods which, in Vebero's opinion, may constitute a danger or cause damage to persons, other goods and/or Vebero's installations due to their nature or condition.
- 4.3 If, pursuant to article 4.1 and/or 4.2, Vebero refuses the goods, or if the principal fails to deliver the goods to Vebero at the agreed time and place, the principal shall be liable towards Vebero for all costs and damage - including consequential damage - resulting therefrom suffered by Vebero. In such a case, Vebero shall be entitled to dissolve the agreement.

#### **Article 5 – Performance of the activities**

- 5.1 The duration of the performance of the agreed activities shall be indicated as well as possible, but by approximation only and shall commence as soon as the principal has delivered the goods to Vebero at the agreed place and time.
- 5.2 Exceeding of the indicated duration of the activities by any cause whatsoever shall never entitle the principal to compensation, dissolution of the agreement, suspension, or give him the authority to perform the activities himself or have them performed by third parties, unless exceeding of the indicated duration of the activities is the result of intent and/or gross negligence on Vebero's part.
- 5.3 Vebero shall be entitled, but not obliged, to take all measures Vebero deems appropriate regarding goods that give cause for fear of loss and/or damage to the goods themselves, to materials of Vebero's, to goods and/or matters of others or harm to persons, such at the principal's expense and after having informed the principal hereof by registered letter. Without prejudice to the preceding provisions, the principal shall be obliged to reimburse Vebero for all damage resulting therefrom. If the principal's goods cause damage to goods and/or objects for which Vebero is responsible, Vebero shall be held harmless by the principal against actions for damages by these third parties against Vebero.

#### **Article 6 – Loss of weight and loss of quality**

- 6.1 Vebero shall not be liable for any possible loss of weight of the goods to be processed caused by the processing by Vebero, unless this is the result of intent and/or gross negligence on Vebero's part.
- 6.2 With regard to natural products Vebero cannot guarantee that no loss of quality will occur as a result of the processing of these products by Vebero.
- 6.3 Vebero shall not be liable for any loss of quality caused by the processing of natural products by Vebero, unless this is the result of intent and/or gross negligence on Vebero's part.

## **Article 7 - Transport**

- 7.1 If it has been agreed with the principal that Vebero shall take care of transport of the goods, with reference to article 1.4 of the present conditions, Vebero shall either conclude a contract of carriage with a third party in the principal's name and at principal's expense and risk, or act as a shipper itself, in which case the agreement concluded with the carrier is deemed to have been concluded in the interest of the principal and at the principal's expense and risk. Vebero shall be entitled to arrange with the carrier all matters concerning the transport in accordance with Vebero's own judgement. Vebero shall never be liable for the contents of the conditions of carriage, or for any transport-related damage.
- 7.2 Vebero shall not be obliged to insure the goods to be transported.

## **Article 8 - Prices**

- 8.1 Unless stated otherwise, the prices given by Vebero shall be:
- a. based on the level of cost prices – prevailing at the time of offer or date of order (as the case may be) – such as purchase prices, wages, labour costs, social security charges, government levies and all other costs;
  - b. based on processing and/or reconditioning in Oosterhout;
  - c. exclusive of turnover tax and other taxes, levies and duties;
  - d. exclusive of the costs of loading and unloading, transport and insurance.
- 8.2 Unless otherwise stated, the prices charged by Vebero with respect to agreements regarding processing of goods shall be determined per tonne gross weight and with respect to agreements regarding temporary storage per tonne gross weight per month.
- 8.2 Vebero shall be entitled to pass on unforeseen changes in labour costs, cost prices of raw materials or materials and/or exchange rate fluctuations related to the agreed performance, even if this change was foreseeable at the time of the conclusion of the agreement.
- 8.3 Vebero shall be entitled to charge for the additional work carried out if the principal has failed to make execution of the work possible. Additional work and/or cost savings shall be set off against each other in an equitable fashion.
- 8.4 Additional work generally includes all activities and deliveries that are not included in the agreement and that are required by the principal.
- 8.5 Residue and waste resulting from the agreement shall be for Vebero unless it has been agreed otherwise.
- 8.6 The absence of written instructions to additional work shall not prejudice Vebero's claims to settlement thereof. Art. 7A:1646 of the Dutch Civil Code is explicitly excluded.

## **Article 9 - Payment**

- 9.1 Invoices from Vebero are to be settled within 30 days of the date of invoice in the manner to be specified by Vebero. Payment is to be made effectively, in the agreed currency and without setoff, discount and/or suspension.
- 9.2 Vebero shall be entitled at all times, including during the execution of the agreement, to demand security of the principal for that which the principal owes or shall owe Vebero at any time pursuant to the agreement(s). Vebero shall be entitled to suspend the fulfilment of its obligations until the principal has furnished adequate security.
- 9.3 Settlement of additional work and cost savings and/or price changes shall take place shortly after they have become known.
- 9.4 In case of overdue payment the principal shall be obliged to pay the statutory interest per month on the amount payable by him. When calculating the interest, each part of a month will be regarded as a full month.
- 9.5 If and as soon as Vebero has passed on the claim for collection, the principal shall be obliged to pay extrajudicial collection costs – in addition to the principal sum and interest – amounting to 10% of the principal sum to be collected, without prejudice to Vebero's right to charge principal for costs that are demonstrably higher.

## **Article 10 – Liability and indemnification**

- 10.1 Storage, processing and all other activities concerning the goods shall be at the principal's expense and risk.
- 10.2 Vebero shall not be liable for any damage, no matter how it has arisen, unless and in so far as de principal proves that the damage suffered by him was caused by intent or gross negligence on Vebero's part.
- 10.3 If, without prejudice to the provisions of Article 10.2, Vebero is liable towards the principal, Vebero's liability shall not exceed the maximum amount to which the liability insurance taken out by Vebero gives claim.
- 10.4 Unless the damage has been caused by intent or gross negligence on Vebero's part or on the part of Vebero's executive staff, the principal shall indemnify Vebero against all claims from third parties, directly or indirectly related to the agreement concluded between principal and Vebero, or to products that this agreement pertains to and the principal shall be obliged to reimburse Vebero all the damage that Vebero suffers as a result of such claims.
- 10.5 Vebero's liability towards the principal shall lapse if the principal fails to submit a complaint to Vebero in writing within 8 days after receipt of the goods.

### **Article 11 – Retention of title, risk and insurance**

- 11.1 All goods delivered to Vebero for processing and/or storage by the principal shall remain the principal's property unless it has clearly been agreed to be otherwise. The principal shall bear the risk during the execution of the agreement and as long as the goods are on Vebero's company grounds, or on the company grounds of a third party brought in by Vebero.
- 11.2 Vebero shall not be obliged to insure the goods entrusted to Vebero. The principal is obliged to adequately insure – and keep insured – the goods that the principal has put at Vebero's disposal at all times during the execution of the agreement.

### **Article 12 – Sale of goods in the event of non-performance by principal**

- 12.1 Without prejudice to the provisions of Article 13.1 of these conditions, Vebero shall be irrevocably authorized to recover outstanding debts against the principal from the goods. This means that, if the principal fails to fulfil his obligation to pay the amount due after having been given, by registered letter, a time-limit of 30 days to remedy the breach, Vebero shall irrevocably be authorized to sell the goods entrusted to Vebero by private treaty or at a public auction, without regard to any further formalities.
- 12.2 If it is plausible that in the event of sale the costs are higher than the proceeds of the sale or if sale cannot be brought about for lack of a buyer, Vebero shall be entitled to abandon or destroy the goods after the principal has been given, by registered letter, a time-limit of 30 days to remove the goods. In that case, the principal shall be obliged to pay the amount due pursuant to the agreement(s), to be increased by the costs of the abandonment or destruction.
- 12.3 In the event of sale, Vebero shall keep the proceeds, after deduction of all costs and claims against the principal, at the principal's disposal for the period of one year, after which the proceeds, if not reclaimed, shall fall due to Vebero. If the proceeds of the sale do not cover the principal's payment obligation, the principal shall be obliged to pay this deficit.

### **Article 13 – Lien and Pledge**

- 13.1 In order to secure all Vebero's claims against the principal of whatever nature, Vebero shall have a lien and a pledge in respect of all goods that the principal has delivered to Vebero.

### **Article 14 – Force Majeure**

- 14.1 In the event of force majeure of a permanent nature, Vebero shall be entitled to dissolve the agreement without any obligation to pay damages.

- 14.2 In the event of force majeure of a temporary nature, Vebero shall be entitled to suspend the execution of the agreement for the duration of the force majeure.
- 14.3 In the event of force majeure of a temporary nature, Vebero shall be entitled to dissolve the agreement by the lapse of three months after the force majeure has taken place, without any obligation to pay damages.
- 14.4 Force majeure of a temporary or permanent nature shall be understood to mean all circumstances that prevent execution of the agreement or that make execution of the agreement problematic – even if these circumstances were foreseeable at the time when the agreement was concluded – such as fire, war, threat of war, state of siege, mobilization, hostilities, terrorism, strikes, shortage of labour force, problems with transport, import or export bans, measures taken by the government, the failure to supply and/or deliver – or to do so in time – by Vebero’s subcontractor or suppliers, etc.

#### **Article 15 – Applicable law/Competent court**

- 15.1 All legal relationships between Vebero and the principal are governed by Dutch law.
- 15.2 Any disputes which may arise between Vebero and the principal, falling within the jurisdiction of the district court, shall exclusively be adjudicated by the District Court of Breda, except if Vebero, as plaintiff or requesting party, opts for the competent court of the principal’s domicile.