

GENERAL TERMS AND CONDITIONS OF VANILLE B.V.

These general terms and conditions are used by Vanille B.V., established in Breda. These general terms and conditions have been filed with the Chamber of Commerce and can also be consulted at www.vanille.nl.

Article 1 General provisions

- 1.1 These general terms and conditions apply to all offers, services, quotations, assignments and agreements of Vanille B.V. (“Vanille”) to and with customers and clients (“Customers”). These general terms and conditions also apply to natural persons and legal entities designated by Vanille, as well as the (group) companies belonging to this company within the meaning of Section 2:24b of the Dutch Civil Code. Vanille is the user of these general terms and conditions.
- 1.2 These general terms and conditions are also stipulated for the benefit of any third party, whether or not employed, who is engaged in the performance of an assignment or the agreement or who is or may be liable in connection with that.
- 1.3 Deviations from these general terms and conditions are valid only if they have been explicitly agreed on in writing between Vanille and the Customer.
- 1.4 The applicability of any purchasing and other conditions of the Customer is explicitly rejected.
- 1.5 If and as soon as it has been established that one or more provisions of these general terms and conditions are invalid, void or legally voided, the other provisions of these terms and conditions will remain in full force and the parties will replace the invalid, void or voided provisions with provisions that correspond as much as possible with the invalid, void or voided provisions in terms of purpose and purport.
- 1.6 Failure by Vanille to demand compliance with one or more provisions of the agreement at any time, including the provisions in these general terms and conditions, will in no way affect Vanille’s rights to demand compliance by the Customer at a later date.
- 1.7 The general terms and conditions do not apply if and insofar as they are deviated from in the agreement between Vanille and the Customer.
- 1.8 In the event of a contradiction between these general terms and conditions and a quotation, order confirmation or agreement signed between Vanille and the Customer, the provisions of the quotation, order confirmation or agreement will prevail.
- 1.9 Vanille is entitled to unilaterally change these general terms and conditions. In that case, Vanille will notify the Customer of the changes in a timely manner. There will be at least one month between this notification and the entry into force of the amended conditions.
- 1.10 A Customer with whom a contract has been concluded on the basis of these terms and conditions agrees to the applicability of these general terms and conditions to subsequent orders or agreements between Vanille and the Customer.
- 1.11 These general terms and conditions are available in Dutch, English and German. In the event of a difference in interpretation between the different versions, the Dutch text is decisive.

Article 2 Offers, formation of and changes to the agreement

- 2.1 All offers made by Vanille to the Customer are without obligation and have a validity as stated in the quotation or offer, or a maximum validity of three months. In the event of short terms for the validity of quotations, as well as for products or raw materials for which suppliers apply daily prices, price changes will be passed on. A deviation in the quotation accepted by the Customer is regarded as a new offer and not as an acceptance of the original quotation. Vanille is not bound by that deviating quotation unless it is expressly accepted by Vanille.
- 2.2 The assignment or agreement is concluded by the Customer signing the quotation, order confirmation or agreement, or by confirmation from the Customer that the offer or quotation is accepted, at least at the moment that Vanille, at the Customer's request, has started to perform the assignment or agreement.
- 2.3 Work or products or raw materials that are not stated in the quotation or assignment/agreement will not be performed or delivered or processed.
- 2.4 If an assignment/agreement is given by two or more clients, they are jointly and severally liable and Vanille is entitled to full compliance with each of them.
- 2.5 Vanille is always authorised and entitled to have the full or partial performance of the assignment/agreement carried out by third parties. Vanille is authorised to accept terms and conditions that apply in the relationship between it and the third party or that are stipulated for the third party on behalf of the Customer.

Article 3 Delivery and compliance

- 3.1 All deliveries by Vanille are made as stated in Vanille's quotation or offer.
- 3.2 The products meet the quality requirements set by Vanille. Vanille has the quality of the product tested in an accredited laboratory and will deliver the products with an analysis report.
- 3.3 Said delivery times and/or periods are indicative and are not final deadlines. Exceeding this does not entitle the Customer to dissolution or compensation.
- 3.4 In the event of late delivery, the Customer must give Vanille written notice of default and allow a reasonable period of at least 30 days to fulfil its obligations after all.
- 3.5 If the commencement or progress of the assignment is delayed due to circumstances not attributable to Vanille, Vanille may shift the originally scheduled delivery date. In that case, Vanille will not be liable for delays in the delivery of the assignment.
- 3.6 As a buyer, the Customer is obliged to take delivery of the purchased goods at the time they are delivered or at the time they are made available to him in accordance with the quotation or agreement. If the Customer does not take delivery of the purchased goods (in time), Vanille will store the goods for a certain period of time until they can be delivered to the Customer after all. The costs for storage and insurance will be charged to the Customer.

- 3.7 In the case of partial deliveries, Vanille is entitled to invoice the partial deliveries in the interim.

Article 4 Retention of title

- 4.1 All delivered goods remain the property of Vanille until the Customer has fully fulfilled its payment obligations, including additional costs and interim price increases.
- 4.2 The customer must refrain from any action that detracts from the aforementioned retention of title, such as establishing a right of pledge, transfer to a third party, sale or processing into another product.
- 4.3 If third parties seize goods that are subject to the retention of title or intend to establish or exercise rights on those goods, the Customer is obliged to notify Vanille of that as soon as possible.
- 4.4 The Client undertakes to take due care of the preservation of the goods delivered by Vanille, to mark them as the property of Vanille and to keep them separate from other (comparable) products and to keep them insured until full payment has been made to Vanille.

Article 5 Prices and payment

- 5.1 All prices quoted by Vanille are exclusive of VAT and other levies imposed by the government, unless expressly stated otherwise. Payments must be made including VAT and/or other levies.
- 5.2 The prices only apply to the goods and/or services specifically mentioned in the quotation/agreement. All goods delivered and/or services provided by Vanille in addition thereto will be charged separately at prices that apply on the day of delivery or service.
- 5.3 Prices quoted by Vanille are based on the purchase prices, taxes and other such factors applicable at the time of the quote. If one or more of the aforementioned factors undergo changes after the quotation has been made or the agreement has been concluded, Vanille is entitled to change the agreed price.
- 5.4 All invoices will be paid by the Customer in accordance with the agreed payment conditions stated on the invoice. In the absence of such conditions, the Customer must pay within 30 days of the invoice date.
- 5.5 If the Customer does not pay the amounts due within the agreed term, the Customer will be in default by operation of law and it will owe statutory (commercial) interest on the outstanding amount, without prejudice to its other obligations.
- 5.6 Costs of collection, both judicial and extrajudicial, are payable by the Customer, with a minimum of €250.00.
- 5.7 Payments made by the Customer will at all times first be applied to settle all interest and costs owed and subsequently to pay the due and payable invoices that have been outstanding longest.

Article 6 Defects, time limit for lodging a complaint

- 6.1 The customer must check the delivered goods for quantity and quality, or have them checked, upon delivery or as soon as possible afterwards. In doing so, the Customer must check whether the delivered goods comply with the assignment or the agreement.
- 6.2 The customer must report a defect to Vanille in writing within two working days of delivery, stating a clear description of the defect found, failing which Vanille no longer has to deal with the complaint.
- 6.3 Even if the Customer makes a timely complaint, the Customer's (payment) obligations will not be suspended.
- 6.4 In the event of a justified complaint, Vanille has the right to determine whether to replace the delivered goods subject to the complaint or to take them back and to dissolve the agreement.
- 6.5 Goods can only be returned after prior written permission from Vanille.
- 6.6 If the Customer objects to an invoice, it must submit a written complaint no later than eight days after the invoice date, failing which any claim of the Customer against Vanille will lapse.
- 6.7 Following a well-founded complaint, Vanille will immediately fulfil its obligations. If compliance is no longer possible, Vanille is liable for a maximum of the invoice amount of the relevant delivery.

Article 7 Dissolution and termination

- 7.1 Vanille can, without being obliged to pay any compensation, dissolve its agreement with the Customer in writing with immediate effect and without judicial intervention in whole or in part if:
 - a. the Client has applied for a moratorium or files a winding-up petition, has been declared insolvent or offers a settlement, or if any of its assets are seized;
 - b. the Client is placed under administration or guardianship;
 - c. the statutory debt management scheme is declared applicable to the Client;
 - d. the Client ceases its activities, ceases to pursue its statutory purpose, decides to liquidate, otherwise loses its legal personality or transfers or merges its company;
 - e. the Client fails to fulfil one or more obligations arising from the relevant agreement, or fails to do so in time or properly.
- 7.2 Due to the dissolution, existing claims on both sides become immediately due and payable.
- 7.3 The provisions of the previous paragraph are without prejudice to Vanille's other rights in the event of a failure to comply with the Client, such as those to claim compensation and/or compliance with the agreement.

- 7.4 If the agreement by its nature and content does not end by means of a specific performance and has been entered into for an indefinite period, it can be terminated by either party after proper consultation and stating the reasons by giving written notice. If no notice period has been agreed between the parties, a reasonable notice period must be observed. In that case, (company name) will in never be obliged to pay compensation due to cancellation.

Article 8 Force majeure

- 8.1 If as a result of force majeure, which is understood to mean a circumstance that prevents the fulfilment of the agreement and cannot be attributed to Vanille, fulfilment by Vanille will not be possible without failure, it will have the right to terminate the agreement in whole or in part, or to temporarily suspend the performance of the agreement, without being obliged to pay any compensation.
- 8.2 Force majeure includes in any case but not exclusively government measures, a pandemic, strikes, business interruptions, illness of the staff, riots and/or wars, all this if these occur at Vanille, as well as at its suppliers.
- 8.3 Vanille is entitled to suspend the performance of its obligations for the duration of a force majeure situation. If the period of force majeure lasts more than two months, both parties are entitled to dissolve the agreement.
- 8.4 If Vanille has already fulfilled some of its obligations when the situation of force majeure commences, or is able to fulfil only some of its obligations, Vanille will be entitled to separately invoice the parts delivered and/or deliverable and the Client will be obliged to pay this invoice as if it were a separate agreement.

Article 9 Limitation of liability

- 9.1 Without prejudice to the other exonerations included in these general terms and conditions and except in the event of intent or wilful recklessness on the part of Vanille or its managerial staff, any liability of Vanille towards the Client, for whatever reason or in respect of which, is limited to the amount that is paid out under Vanille's liability insurance in the relevant case, increased by the amount of the policy excess.
- 9.2 If the insurance does not provide cover for whatever reason, or if the damage in question is not covered by insurance, Vanille's liability is limited to the amount that will be equal to the invoice amount (excluding VAT) that has been charged to the Client in accordance with the assignment or the agreement in respect of which Vanille has been held liable.
- 9.3 Vanille's liability for indirect damage, including consequential damage, loss of profit, delay in the production or delivery of goods, is excluded at all times.
- 9.4 Any liability on the part of Vanille lapses after one year, counting from the moment of the occurrence of the damage, on the understanding that any liability on the part of Vanille lapses in any case after one year of the assignment being performed by Vanille.
- 9.5 The Client indemnifies Vanille against third-party claims due to damage caused in the performance of an assignment for the Client, for which Vanille is not liable under the provisions of this Article 9 or other provisions of these general terms and conditions.

- 9.6 Without prejudice to the foregoing, conditions limiting, excluding or establishing liability, which can be invoked against Vanille by third parties, can also be invoked by Vanille against the Client. If and insofar as Vanille has made use of third parties in the performance of the assignment, the Client can never assert more rights against Vanille than Vanille can assert against the third parties in question.

Article 10 Disputes and applicable law

- 10.1 All offers, agreements and the performance thereof are governed by the laws of the Netherlands.
- 10.2 All disputes arising from or related to the assignment or agreement concluded between the parties will, insofar as they exceed the jurisdiction of the sub-district court judge, be settled by the competent court in the district of Zeeland-West Brabant (the Netherlands), Breda location.

August 2023