

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR STRIK BV

Registered with the Dutch Chamber of Commerce under nr. 32098871. Also to be downloaded integrally from [www.tastestrik.nl](http://www.tastestrik.nl)

### 1. General

- 1.1 These terms and conditions apply to all offers, quotations, deliveries and activities, everything in the broadest sense of the word, of Strik bv (hereinafter referred to as "Strik"), as well as to all (additional) agreements between Strik and a contracting party.
- 1.2 These terms and conditions have been drawn up in the Dutch language and translated to the German and English language. In the case of discrepancies between the various versions, the Dutch version will prevail.

### 2. Offers

- 2.1 All offers and quotations from Strik are non-binding.
- 2.2 Strik has the right to deliver goods which are differently manufactured, on condition that these items have the same relevant characteristics.
- 2.3 If Strik has shown or issued a model, sample, test product or example, this is presumed to have been shown or issued for information purposes and/or by way of indication only. This means that the qualities of the goods to be delivered may deviate from this, unless explicitly agreed to otherwise.
- 2.4 In the case of the delivery of natural products, including but not limited to fruit and vegetables, whether or not processed, the contracting party is aware that the product characteristics may vary. The range of natural colour, structure and other differences within a natural product is one of the characteristics of the natural product and does not constitute grounds for liability or a complaint.

### 3. Prices and payment

- 3.1 Prices quoted by Strik are VAT exclusive and are based on delivery in accordance with Incoterms 2010 CPT (carriage paid to), unless otherwise specified.
- 3.2 Strik has the right, after the agreement has been concluded, to adjust the price or to dissolve the agreement, if there are factors that justify this. The above-mentioned factors include, but are not limited to, increases in raw material prices, labour and production costs, fuel costs, import duties, taxes, currency and exchange rates, etc. A change of price does not entitle the contracting party to full or partial dissolution of the agreement or any compensation.
- 3.3 Payment must be made within 30 days after invoice date. The contracting party is in default by operation of law after the expiry of this period, in the absence of payment.
- 3.4 Strik is at all times entitled to offset its claims against the contracting party with debts that Strik has to the contracting party.
- 3.5 The contracting party cannot invoke the right of suspension or settlement.
- 3.6 In the event of no payment or late payment by the contracting party, the contracting party will owe collection costs (with a minimum of EUR 75 or 15% of the amount owed, if this is higher) as well as possible costs of litigation.

### 4. Delivery and delivery period

- 4.1 Delivery periods commence after receiving written confirmation of the order by Strik and after fulfillment by the contracting party of all conditions set by Strik for this purpose.
- 4.2 Stated delivery periods are only indicative and cannot be considered as a strict deadline. Exceeding these periods is not considered a fault and does not give right to dissolution or compensation of damage suffered by the contracting party or by third parties.
- 4.3 Insofar as, in spite of 4.2, Strik would bear any liability for late delivery, the liability is at all times limited to a maximum of 2.5% of the order value, with any indirect damage, consequential damage, immaterial damage, business or environmental damage or damage as a result of liability towards third parties is explicitly excluded.

### 5. Cancellation

- 5.1 Cancellation of an order by the contracting party is, in principle, not possible. If the contracting party nevertheless cancels an order in whole or in part, it is obligated to compensate Strik for all costs reasonably incurred with a view to the execution of this order (amongst others, costs of preparations, storage, already purchased stocks and the like).
- 5.2 Without prejudice to the provisions in Article 5.1, the contracting party will owe cancellation costs in the event of cancellation. These amount to ten percent (10%) of the principal sum, to be increased with VAT.

### 6. Retention of title and right of pledge

- 6.1 Strik retains title to all goods delivered by Strik to the contracting party. The retention of the goods will only pass to the contracting party when it has fulfilled all its payment obligations under this and similar agreements, including that which the contracting party may owe due to its failure to meet its obligations under those agreements. Irrespective of this retention of title, the risk on the delivered goods will be borne by the contracting party from the moment of delivery.
- 6.2 As long as there is a retention of title on the delivered moveable goods, the contracting party may not sell, rent or otherwise encumber them without the explicit permission of Strik.
- 6.3 The contracting party must immediately inform Strik if an attachment has been imposed on the goods delivered by them and on which the title is still retained. The contracting party must also immediately notify the attachment creditor of the fact that the retention of the seized goods rests with Strik.
- 6.4 If the contracting party fails to comply with its payment obligations towards Strik or causes it to have good reason to fear that it will fail in these obligations, Strik shall be entitled to take back the movable goods

delivered under retention of title. After Strik has invoked its retention of title, the contracting party will allow Strik to enter the places where these goods are located.

- 6.5 If Strik cannot invoke its retention of title because the delivered goods have been mixed, deformed or tracked, the contracting party is obliged to pledge the newly formed goods to Strik.

### 7. Warranty

- 7.1 The contracting party must investigate the goods delivered by Strik upon delivery (or have them investigated). The contracting party must check whether the delivery of Strik complies with the agreement. Upon delivery, the contracting party must perform a normal customary entry check. Defects, damages or other shortcomings must be reported by the contracting party on the consignment note or, if this is not possible, in writing within one working day, failing which the goods shall be deemed to have been delivered in good condition.
- 7.2 If, within a period of two months after delivery, defects are found which are not or could not be determined by a normal customary entry check, Strik is obligated to deliver a new product, provide of a new service or repair the defect. All this at the discretion of Strik.
- 7.3 Warranty claims resulting from the defect referred to in Article 7.2, must be made known in writing within eight (8) days of discovery and with explanation.
- 7.4 Every right to warranty expires in case of negligent or inadequate entry checks or the incorrect use or incorrect storage of the delivered goods, such as, but not limited to, use other than for its intended purpose, as prescribed or as instructed.
- 7.5 If the contracting party is not the end user of the delivered goods, the costs associated with the replacement, insofar as they relate to the fact that the item is not with the contracting party, will be borne by the contracting party.

### 8. Suspension and dissolution

- 8.1 Strik has the right to suspend the execution of its services if the contracting party is in default regarding the execution of any of its obligations under this or any other obligation existing to Strik. Strik then has the right to implement resulting price increases and term extensions.
- 8.2 If Strik has reasonable doubt about the payment capacity of the contracting party, it shall be entitled to suspend its obligations until sufficient security has been provided by the contracting party.
- 8.3 If the contracting party fails to meet its obligations on the basis of the previous paragraphs, within a reasonable period of time, or in the event of a (request for) bankruptcy or suspension of payment of the contracting party, Strik is entitled to dissolve the agreement with immediate effect without compensation.

### 9. Liability

- 9.1 Unless there is intent or gross negligence on the part of Strik, Strik is never liable for any damage suffered by the contracting party. Liability for indirect damage, consequential damage, immaterial damage, company or environmental damage, or damage as a result of liability towards third parties is also explicitly excluded.
- 9.2 If and insofar as, in spite of the provisions of Article 9.1, any liability is imposed on Strik, for whatever reason, this liability is limited to a maximum amount not exceeding the net invoice value of the disputed delivery. For possible liability due to late delivery, Article 4.3 remains in full force.
- 9.3 Claims for damages must be reported to Strik, in writing, within two (2) months after the contracting party has been able to discover the damage, under penalty of forfeiture of any claim for compensation.
- 9.4 The contracting party will indemnify Strik against claims from third parties that exceed the extent of liability referred to in the first paragraph of this Article.
- 9.5 All possible legal claims by the contracting party, with regard to the alleged liability of Strik, expire at least one year after the damage was discovered and the contracting party did not start proceedings against Strik within that year.

### 10. Force majeure

- 10.1 Strik is not held to fulfil any obligation under an agreement if it is prevented from doing so as a result of force majeure.
- 10.2 Force majeure, within the meaning of this article, is understood to mean circumstances which are of such a nature that the execution of an agreement becomes impossible or excessively objectionable and/or disproportionately costly that fulfilment of the agreement can no longer reasonably or cannot be immediately required from Strik.
- 10.3 Force Majeure will in any case include - without being limited to - the following:
  - obstructions by third parties and similar situations;
  - transportation difficulties, including delays at land borders and similar situations;
  - obstructions due to unforeseen technical complications and similar situations;
  - qualitative rejection by Strik of the goods to be delivered;
  - stagnation due to frost and other weather influences;
  - the circumstance that Strik fails to receive a performance by a third party, which is relevant in connection with the performance to be delivered by Strik, in a timely manner or fails to receive it properly, as well as comparable situations.
- 10.4 The contracting party does not have the right to dissolve the agreement,

unless (1) the contracting party is able demonstrate that earlier compliance is essential for him in his business operations, and (2) in addition, the force majeure situation is not expected to end in the foreseeable future (60 days). In that case, dissolution should take place in writing. In that case, the contracting party must compensate the damage incurred by Strik as a result of the dissolution.

### 11. Recall

- 11.1 The contracting party commits to assist Strik in the execution of a possible recall. In that context, the customer undertakes to keep adequate records for the traceability of the delivered goods for at least a period of five (5) years after the date of sale or use of the delivered goods. The files contain at least information about sales and/or user data, numbers, batch numbers and batch specifications and all other information that may be necessary in the context of a possible recall. Strik is at all times authorized to inspect these files, or to receive them in copy from the contracting party.
- 11.2 In case of a recall, the contracting party will fully cooperate in order that this recall can be carried out immediately and effectively. This means the following:
  - within four (4) hours after Strik has informed the contracting party about the recall, the contracting party will inform Strik about the parties to which the contracting party has delivered the items that fall under the recall;
  - the contracting party shall immediately cease the use or the sale of items that are covered by the recall;
  - the contracting party shall, as soon as possible, but no later than twenty-four (24) hours after Strik has communicated the recall, take the market the items which fall under the recall from the market or cease the use thereof, insulate them other goods and apply a label with the text "quarantine/blocked", so that the items to be returned cannot be used or sold and can be collected by Strik;
  - at the request of Strik, the contracting party will destroy the items that fall under the recall, in accordance with instructions given by Strik. If Strik requires the above, a representative of Strik shall supervise the destruction and the contracting party shall provide proof of destruction;
  - the contracting party will execute so-called stock counts to ensure that all items that fall under the recall are identified and removed from the shelves;
  - the contracting party will at all times grant staff and representatives of Strik access to its premises so that they can check whether the recall has been sufficiently effective, and the contracting party will provide all personnel and representatives with all assistance;
  - the contracting party ensures that its personnel are directly or indirectly responsible for the recall and is aware of the recall procedure stated in these conditions;
  - if the contracting party does not fully and directly cooperate with the conditions stated in this article, Strik shall hold the contracting party liable for all damages that Strik suffers, or will suffer, including but not limited to, damage on the grounds of the product liability rules and damage as a result of negligence.
- 11.3 Strik is only obligated to compensate the contracting party insofar as the contracting party meets all the requirements as stated in this Article. Liability of Strik in the event of a recall is limited to payment of the price for which the contracting party has purchased the items that fall under the recall or the replacement of the goods, at the discretion of Strik.

### 12. Intellectual property

- 12.1 Strik retains all intellectual property rights to the items it has provided or produced, such as but not limited to samples, designs, recipes, images, drawings, models and software. All carriers of intellectual property remain or become the property of Strik and may not be copied, shown to third parties or used in any other way without its explicit consent, irrespective of whether the contracting party has been charged for the manufacture or provision. The contracting party is obliged to return these carriers at the first request of Strik.

### 13. Legal and forum choice

- 13.1 Dutch law applies to the offers, quotations, deliveries and (additional) agreements and their execution, and these sales and delivery conditions themselves. Applicability of the Vienna Sales Convention is excluded.
- 13.2 Excluding any other forum, the District Court Midden-Nederland is competent in the first instance to decide on any dispute that may arise between Strik and the contracting party.

© Strik bv, Eemes, September 2018