

GENERAL TERMS AND CONDITIONS OF PURCHASE
Z-COMPANY B.V. AND ITS SUCCESSORS IN TITLE

filed at the Chamber of Commerce and Industry Eindhoven

under number 71996087

1. APPLICATION

- 1.1 These General Terms and Conditions of Purchase of Z-Company B.V (the "Conditions") govern the relationship between Z-Company B.V. ("Z-COMPANY") and the seller/supplier ("Supplier") with respect to any contract of purchase ("Contract" or "Contracts") in which – or during the formation of which – the Conditions were declared applicable, and with respect to all services supplied by Z-COMPANY for the purpose of performing this Contract.
- 1.2 These Conditions may be supplemented by the standard branch contract applicable to the relevant Contract.
- 1.3 In the event of inconsistency between these Conditions and the standard contract referred to in Article 1.2, these Conditions shall prevail.
- 1.4 These Conditions override any terms, conditions or warranties that vary from these Conditions or from the standard contract referred to in Article 1.2 and to which the Supplier makes reference (e.g. Supplier's sales conditions) in any way, which are mentioned in any correspondence or in any other connection, or which are in general use in the sector of industry.
- 1.5 Z-COMPANY reserves the right to amend these Conditions terms at any moment. These amendments shall be applicable from fourteen days after they have been disclosed by Z-COMPANY to the Supplier. With (a) Contract(s) already concluded, the Conditions without the amendments shall continue to apply to the aforementioned Contract(s).
- 1.6 If any article in these Conditions shall be declared null and void by a court with jurisdiction or otherwise regarded as non-binding, that article shall be

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Our general terms and conditions of purchase as well as our general terms and conditions of sale and delivery are exclusively applicable on all our transactions, are deposited at the Chamber of Commerce under 71996087 will be provided by us upon first demand and can be found on our website www.z-company.nl

interpreted in such a manner that the conflict or invalidity is reversed. The other articles in these Conditions shall remain in full force in that case.

2. FORMATION OF CONTRACTS

- 2.1 All purchases by Z-COMPANY are to be confirmed by Z-COMPANY in writing (i.e. by electronic mail) by means of signing the Contract.
- 2.2 A Contract is only binding for Z-COMPANY if it has been confirmed in writing by a duly authorized representative of Z-COMPANY.
- 2.3 The Supplier is deemed to have accepted the Contract, unless he has notified Z-COMPANY in writing to the contrary within 3 working days after the date the Contract has been sent to the Supplier.
- 2.4 The Supplier is also deemed to have accepted the Contract if he has started the execution of the Contract.
- 2.5 Order confirmations from the Supplier, which deviate from the Contract, are only binding to Z-COMPANY in as far as Z-COMPANY has accepted such deviations in writing.
- 2.6 A Contract may contain an abbreviated Incoterm condition (e.g. FOB, CIF, etc.); these Incoterm conditions are to be interpreted according to the most recent definitions published by the I.C.C.
- 2.7 Z-COMPANY's delivery instructions form part of the Contract.
- 2.8 In case the Supplier does not fulfill delivery in accordance to the Contract and the Conditions, Z-COMPANY reserves all rights to cancel this and other Contracts with the Supplier.

3. PRICE

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- 3.1 The purchase price is exclusive of value added tax and Z-COMPANY is entitled to charge the Supplier for any taxes, export duties, levies and other payments imposed by the government which were not known or valid at the time the Contract was concluded.
- 3.2 The price in the Contract includes the cost of clean, sound and suitable, seaworthy packing material unless agreed otherwise.
- 3.3 Unless otherwise agreed, all prices shall be in euro.
- 3.4 Unless otherwise agreed, given quotations and prices shall exclusively apply to metric kilogrammes.

4. DELIVERY

- 4.1 The Supplier shall deliver the goods in conformity with the agreed specifications, brand and/or markings and fully in accordance with the agreed terms of delivery.
- 4.2 The sole fact of exceeding the time of delivery constitutes default for the Supplier, i.e. without any notice or “terme de grace” being required. In such a case Z-COMPANY has got the option to cancel the Contract in whole or in part, or to require delivery in whole or in part, and in all events to claim damages. This includes all losses and damages caused by replacement purchases.
- 4.3 Delivery shall include all analysis reports, certificates, test reports, etc. as specified in the Contract and/or Z-COMPANY’s delivery instructions.
- 4.4 The goods will be for the account and risk of the Supplier during transportation to the agreed place of delivery, unless agreed otherwise.
- 4.5 For each delivery or partial delivery the Supplier shall send a delivery notification to Z-COMPANY prior to the dispatch of the goods.

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- 4.6 Z-COMPANY may require the co-delivery of one or more representative samples. The cost thereof will be borne by the Supplier.

5. TESTING AND INSPECTION OF THE GOODS PRIOR TO DELIVERY

- 5.1 At Z-COMPANY's request the Supplier shall enable Z-COMPANY to audit the quality and/or the state of the goods prior to delivery and/or the state and the progress of the manufacturing of the goods. Such testing, inspection and/or verification does not affect the liability of the Supplier under the Contract with Z-COMPANY. Z-COMPANY may have a third party to carry out the testing, inspection and/or verification.
- 5.2 The Supplier shall provide the person(s) carrying out the testing, inspection and/or verification with such equipment and information as they may reasonably require.
- 5.3 If the results of the testing, inspection and/or verification are not to the reasonable satisfaction of Z-COMPANY, Z-COMPANY is entitled to cancel the purchase without prejudice to his other rights (under the Contract) and without the Supplier being entitled to any compensation.

6. GUARANTEE AND LIABILITY

- 6.1 The Supplier guarantees that the goods are in conformity with the specifications as agreed in the Contract and that they are suitable for human consumption or to be used in the manufacturing of products which are intended for human consumption, unless otherwise agreed by Z-Company in writing.
- 6.2 The applicability of article 7:23 BW (Dutch Civil Code) is excluded.
- 6.3 If the goods turn out not to be in accordance with the contractual specifications, the Supplier shall, at Z-COMPANY's request, replace at the Supplier's expense and risk all goods and products produced with the goods by Z-COMPANY or by a third party. This obligation of the Supplier includes

the obligation to carry out a recall of the goods and/or products produced with the goods.

- 6.4 In case the goods are not in conformity with the contractual specifications, Z-COMPANY is entitled, of so desired, to require the Supplier to make good any deficiencies, or to provide a new delivery, or to dissolve the underlying Contract. In all events, the Supplier shall be liable for any damage and/or loss sustained by Z-COMPANY, including but not limited to consequential damage, nonmaterial damage/losses, trading loss or environmental damage and/or loss of profits, unless such damage / loss is the result or consequence of intent or gross negligence on the part of Z-COMPANY. If the contractual purchase price has not been paid (in full), Z-COMPANY is entitled to withhold the (unpaid portion of the) payment until the Supplier has carried out his obligations under the Contract and/or to set off the unpaid portion of the payment against the amount of damages he is entitled to.
- 6.5 The Supplier shall comply with all legal regulations of any nature, which have to be fulfilled in connection with the manufacturing, storage, transportation and delivery of the goods to the agreed destination.
- 6.6 The Supplier holds Z-COMPANY not liable and shall indemnify Z-COMPANY for any claims from the third parties in connection with the goods delivered by the Supplier under the Contract, e.g. (and not limited to):
- 6.6.1 in the event of non-compliance with article 6.5 by the Supplier;
 - 6.6.2 in the event the goods are not in conformity with the contractual specifications and/or;
 - 6.6.3 in the event of a claim by Z-COMPANY or third party based upon product of liability.
- 6.7 The Supplier guarantees a minimum remaining shelf-life of the goods at time of delivery of 2 years, unless otherwise has been agreed in writing. Registration on packing and document shall be in conformity.

7. DEVIATIONS

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- 7.1 Approval by Z-COMPANY of any specifications, samples or other information from the Supplier shall not imply approval of any condition deviating from the specifications in the Contract if not confirmed explicitly in writing by a duly authorized representative of Z-COMPANY.
- 7.2 If the goods delivered by the Supplier upon delivery do not meet the contractual specifications, Z-COMPANY will inform the Supplier by electronic mail of his findings. If the Supplier does not agree with these findings, certified experts will be nominated by the parties to verify the quality of the goods against specifications in the Contract. The findings of such experts will be binding for both parties. The expenses of the expert will be for account of the party whose position in respect to the quality of the goods turns out to be contrary to the findings of the experts.

8. CONFIDENTIALITY

The Supplier will treat as confidential all information provided by Z-COMPANY and shall not make such information available to any third party, except and in as far as this is necessary in connection with the performance of the Supplier under the Contract. This condition remains in force also after the Contract has been executed or dissolved.

9. PACKING

- 9.1 Unless specifically agreed otherwise in writing and prior to loading, all deliveries are to be supplied in the packaging as confirmed by Z-COMPANY in the Contract. Furthermore, no Suppliers' marks, signs, logos, documentation or references of any other kind are to be included, printed or attached to the packaging, pallets, slip-sheets or any other place of the interior or exterior of the container, truck etc unless agreed by Z-COMPANY. Failing compliance with this instruction, Z-COMPANY reserves the right to reject the goods whether at origin or at destination which will then be kept at the Supplier's disposal for collection. Any costs resulting from such a situation will be for the Supplier's account and will be charged by Z-COMPANY to the Supplier.

10. TRADEMARKS AND PATENTS

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- 10.1 The Supplier holds Z-COMPANY not accountable for all claims from third parties resulting from the use by Z-COMPANY of any trademarks, brands or indications of whatever nature in respect to the goods.
- 10.2 The Supplier holds Z-COMPANY not accountable for all claims of third parties, based upon a patent which is, or may have been infringed by the Supplier/manufacturer and/or the use of the goods anywhere in the world.

11. PAYMENTS

- 11.1 Z-COMPANY shall pay the contractual price 30 days after receipt of the invoice and the documentation as agreed upon, unless otherwise has been agreed in writing by the parties.
- 11.2 Z-COMPANY is entitled to set off any claims against the Supplier and/or against any company which is affiliated to the Supplier.

12. APPLICABLE LAW AND JURISDICTION

- 12.1 All Contracts within the meaning of these Conditions shall be governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) (as published in the Dutch Tractatenblad 1081, 184) shall not be applicable.
- 12.2 Any dispute between the parties shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (<https://nai.nl>) whereas the place of arbitration will be located in the Netherlands.

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