



# GENERAL PURCHASING CONDITIONS

## ARTICLE 1 - GENERAL

- 1.1 Gourmet C.V. is registered with the Chamber of Commerce under no. 59346647. Its registered office is in Grootebroek (municipality of Stede Broec) and its principal place of business at 42, Slimweg in (1614 MG) Lutjebroek, (municipality of Stede Broec), Netherlands.
- 1.2 "Conditions" shall mean the General Purchasing Conditions of Gourmet C.V.
- 1.3 "Seller" shall mean the Seller / Supplier or a (legal) person acting on behalf of the Seller / Supplier.
- 1.4 "Agreement" shall mean the agreement and/or future or subsequent agreements between Gourmet C.V. and the Seller.
- 1.5 Force majeure shall include, without limitation, circumstances that form an impediment to compliance with the agreement and are not attributable to Gourmet C.V. Circumstances that in any event will not be for the account of Gourmet C.V. are: the conduct of persons, except in the case of intent or wilful recklessness on the part of managers of Gourmet C.V. engaged by Gourmet C.V. for the performance of the agreement; unsuitability of goods or persons used or engaged by Gourmet C.V. for the performance of the agreement; strikes, illness(es), import, export and/or transit bans, transport problems, non-fulfilment of obligations by customers of Gourmet C.V., boycott of Gourmet C.V., mobilization, pandemic, labor unrest, revolution, storm, ice, flood, stagnation in the electricity or water supply, business interruption due to machine breakdown or difficulties in the energy supply, nuclear disasters, riots, fire, war and the threat of war.

## ARTICLE 2 - APPLICABILITY

- 2.1 These conditions apply to all legal relationships in which Gourmet C.V. acts as a (potential) buyer and/or client
- 2.2 Deviations from these conditions shall be valid only if explicitly made in writing. Such deviations have no effect in relation to any other (future) agreements
- 2.3 Applicability of the Seller's general terms

and conditions of sale is hereby expressly dismissed.

## ARTICLE 3 - AGREEMENT, FORMATION, MODIFICATION AND SUPPLEMENTATION

- 3.1 An agreement between Gourmet C.V. and the Seller will not be concluded until Gourmet C.V. has confirmed an offer, quotation or estimate from the Seller in writing by means of an order confirmation. The agreement shall in any case include the Seller's name and address, the product, the product specifications, the price, the quantity, the delivery period(s), the place of delivery, the delivery conditions and the payment period.
- 3.2 Gourmet C.V. will not be bound until after the agreement has been concluded in the manner referred to in Article 3.1 of the agreement. As long as the agreement has not yet been concluded, the Seller cannot derive any rights from the relationship with Gourmet C.V.
- 3.3 The Seller may amend or supplement the agreement only if such amendment or supplement has been expressly agreed in writing between Gourmet C.V. and the Seller.
- 3.4 If, at Gourmet C.V.'s request, the order placed by it is amended or supplemented, the Seller will - prior to complying with this request - inform Gourmet C.V. in writing within 48 hours of any consequences for the agreed price and delivery time.
- 3.5 In the event of an order change in the number or quantity of goods to be delivered, the price will only be adjusted proportionately.
- 3.6 The substance of an agreement will only be proven by the order confirmation and any amendment or supplement thereto issued by Gourmet C.V.
- 3.7 Our agents are not authorized to unconditionally bind Gourmet C.V. They may only purchase subject to our approval, while they are not permitted to make changes and/or changes to agreements without our express written consent.



#### **ARTICLE 4 - PRICES**

- 4.1 The agreed price includes all costs incurred in connection with the goods up to and including delivery. The agreed price includes taxes, other levies, packaging, transport costs and transport insurance, unless explicitly stated otherwise.
- 4.2 The agreed price can never be changed unilaterally by the Seller.

#### **ARTICLE 5 - PAYMENT**

- 5.1 Payments will be made in the agreed currency.
- 5.2 If, for whatever reason, Gourmet C.V. fails to pay the purchase price, the Seller will grant Gourmet C.V. a further new payment period to be mutually agreed. Except in cases of force majeure and after written notice of default, Gourmet C.V. will only be in default if it fails to pay the purchase price within the extension period, after which Gourmet C.V. will owe interest equal to the Euribor interest rate with a maximum of 3%. Gourmet C.V. shall never be liable for extrajudicial costs.
- 5.3 Gourmet C.V. is entitled to deduct the amounts owed to the Seller and its affiliated companies from its own claims on the Seller and its affiliated companies for any reason whatsoever. Gourmet C.V. is entitled to deduct any debts owed to the Seller and its affiliated companies from any claims it may have on the Seller and its affiliated companies on whatever grounds.

#### **ARTICLE 6 - ADVANCE PAYMENTS**

- 6.1 If it has been agreed that Gourmet C.V. will pay an advance on the price, this advance payable to the Seller will be deducted from the first payment obligation due to deliveries to Gourmet C.V.
- 6.2 If Gourmet C.V. or the Seller dissolves the agreement in accordance with Articles 12.3 and 13, the Seller must return the advance payment to Gourmet C.V. within seven (7) days of the dissolution, failing which the Seller shall owe 1% interest per calendar month on the advance payment, counting from seven (7) days after the dissolution.

#### **ARTICLE 7 - DELIVERY**

- 7.1 Delivery will be deemed to take place at the

time that Gourmet C.V. takes delivery of the goods at the agreed location.

- 7.2 Regardless of the weight stated in transport documents, the weight established on receipt of the goods at the agreed place shall be binding as the gross weight. The net weight to be invoiced shall be determined after inspection (in the case of field crops: after processing) of the product.
- 7.3 The delivery dates stated in the order confirmation are binding. If the goods have not been delivered to the agreed location within the agreed period, the Seller shall be in default without notice of default being required.
- 7.4 If it follows from the agreement that the goods must be delivered by the Seller in more than one shipment, the Seller must in each case maintain sufficient stock to fulfil its obligations towards Gourmet C.V. and, at Gourmet C.V.'s first request, deliver a quantity of goods to be specified by Gourmet C.V.

#### **ARTICLE 8 - TRANSFER OF OWNERSHIP**

- 8.1 The ownership and risk of the goods will pass from the Seller to Gourmet C.V. at the time of delivery.

#### **ARTICLE 9 - SPECIFICATIONS AND INSPECTION**

- 9.1 Gourmet C.V. will inspect the goods delivered by the Seller (or have them inspected) within 14 days of delivery. The net weight to be invoiced shall be determined at the time of inspection (in the case of field crops: after processing) of the product. The Seller is welcome to be present during the inspection and taring and must satisfy himself about the place and time in good time. Gourmet C.V. shall notify the Seller of the net weight to be charged within three (3) working days of the inspection of the goods.
- 9.2 If the goods are not in accordance with the agreement and the specifications set by Gourmet C.V., Gourmet C.V. shall be entitled to reject the goods. If the Seller does not agree with the rejection and/or taring, the Seller must notify Gourmet C.V. by e-mail and telephone within 24 hours after Gourmet C.V. has notified the Seller of the rejection and/or taring, failing which Gourmet C.V.'s taring and the appropriateness of its rejection shall be



considered established between the parties. If the rejection and/or taring is contested, an independent third party to be appointed by Gourmet C.V. shall issue a binding opinion between the parties regarding the tare percentage and - in case of rejection - decide whether the rejection is well-founded.

- 9.3 If Gourmet C.V. rejects the goods, it will inform the Seller accordingly within three (3) working days of the rejection of the goods.
- 9.4 The Seller must immediately collect the rejected goods from Gourmet C.V. at the latter's first request and at its own expense, without prejudice to Gourmet C.V.'s right to additional or alternative compensation.
- 9.5 The Algemene Voorwaarden Zaaiuien (AVZ) apply.

#### **ARTICLE 10 - INTELLECTUAL PROPERTY**

- 10.1 Gourmet C.V. reserves all intellectual property rights, including plant breeders' rights.

#### **ARTICLE 11 - WARRANTIES AND LIABILITY**

- 11.1 The Seller warrants that the goods fully comply with the agreement and any specifications set by Gourmet C.V.
- 11.2 The Seller expressly guarantees that the goods and (the manner of) their packaging are suitable for transport to the agreed destination and comply with all relevant government and/or European and/or international regulations, such as veterinary, health or import regulations.
- 11.3 The Seller must provide Gourmet C.V. with the required documents and other documentation within the agreed period. To the extent necessary, the Seller shall provide product information in Dutch or English with the delivered goods at no extra charge.
- 11.4 The Seller expressly guarantees, even if in derogation of the agreed International Contract Terms (Incoterms), that the goods are sound, marketable, fit for human consumption and free of vermin for a minimum period of thirty (30) days after arrival at the designated place of destination.
- 11.5 The Seller shall be liable for all damage

resulting from defects in goods it delivers. The Seller's liability extends to damage to third-party property, loss of profits and other indirect (consequential) loss that may arise at Gourmet C.V. or at third parties.

#### **ARTICLE 12 - FORCE MAJEURE**

- 12.1 8.1 If Gourmet C.V. is unable to fulfil its obligations towards the Seller due to force majeure, the obligations will be suspended as long as the force majeure situation continues. Gourmet C.V. will inform the Seller of the situation of force majeure.
- 12.2 As soon as one or more circumstances arise or can be foreseen as a result of which the Seller is unable to meet its obligation to deliver on time, it will immediately notify Gourmet C.V. in writing, stating the nature of such circumstance or circumstances, the measures it has taken or will take and the probable duration of the delay, failing which it will no longer be able to invoke such circumstance or circumstances at a later date.
- 12.3 If the situation of force majeure lasts thirty (30) days or longer, both Gourmet C.V. and the Seller will be entitled to dissolve the agreement in whole or in part, in writing and without judicial intervention, insofar as the goods have not yet been delivered, without prejudice to Gourmet C.V.'s right to dissolve the agreement on the same basis if the situation of force majeure continues for less than thirty (30) days.
- 12.4 If Gourmet C.V. terminates the agreement on the grounds set out in this article, it will in no event be obliged to pay compensation or any other payment, except for payment of amounts that were paid without being due.

#### **ARTICLE 13 - DISSOLUTION, PERFORMANCE AND SUSPENSION**

- 13.1 If the Seller fails to fulfil any obligation arising from the agreement, from other agreements, or from these conditions, or fails to do so properly or on time, the Seller will be in default without notice of default being required, and



Gourmet C.V. will be entitled, without being obliged to pay any compensation under those agreements and without prejudice to its other rights, to suspend performance of all its obligations with immediate effect and without judicial intervention being required, and/or to dissolve the agreement in question and/or other agreements in whole or in part, and/or to claim damages and/or performance. Compensation may consist of the costs of work performed, freight costs, any customs clearance and storage costs, other consequential damage and loss of profit and fixed costs.

- 13.2 In the event of dissolution by Gourmet C.V., Gourmet C.V. shall be entitled, at its discretion, to claim damages equal to:
- any adverse difference between the contract price and the market value of the goods at issue on the day of non-performance, or
  - the difference between the contract price and the price of the substitute purchase;
  - without prejudice to Gourmet C.V.'s right to additional or alternative compensation.
- 13.3 Gourmet C.V. will also be entitled to dissolve the agreement with the Seller with immediate effect and without judicial intervention and without obligation to pay any compensation and without prejudice to its other rights, if:
- the Seller is, or threatens to be, subject to a suspension of payments or bankruptcy, or any part of its assets is attached;
  - the Seller ceases its activities, decides to go into liquidation, loses its corporate capacity by any other cause, or transfers or merges its business; the above without prejudice to Gourmet C.V.'s right to additional or alternative compensation.
- 13.4 If Gourmet C.V. terminates the agreement, the Seller must refund any purchase price already paid and immediately collect the goods already delivered from Gourmet C.V. , without prejudice to Gourmet C.V.'s right to additional or alternative compensation.
- 13.5 If, for whatever reason, Gourmet C.V. is

obliged to pay compensation or damages to the Seller, such compensation or damages will at all times be limited to a maximum of the purchase price excluding taxes and other levies.

- 13.6 If, after the conclusion of the agreement, the information about the seller's financial position is such that fulfillment of the delivery obligation must be regarded as uncertain, Gourmet C.V. has the right to require the seller to provide security for the fulfillment of its delivery obligations in the form specified by Gourmet CV. If the seller does not provide this security in time, Gourmet C.V. has the right to dissolve the agreement and/or to claim compensation.

#### **ARTICLE 14 - TRANSFER OF AN OBLIGATION**

- 14.1 The Seller may transfer an obligation arising from its legal relationship with Gourmet C.V. to a third party only with the prior written consent of Gourmet C.V. Gourmet C.V. may attach conditions to its consent.

#### **ARTICLE 15 - INDEMNIFICATION**

- 15.1 The Seller indemnifies Gourmet C.V. against all claims by third parties for compensation for loss or damage resulting from any failure to comply with an agreement between Gourmet C.V. and the Seller, including shortcomings in the goods delivered, consequences of acts or omissions by the Seller or its vicarious agents. This damage also includes judicial and extrajudicial costs incurred by Gourmet C.V. in defending itself against claims from third parties.
- 15.2 The indemnification also extends to damage to third-party property, loss of profits and other indirect (consequential) loss that may arise at Gourmet C.V. or at third parties.

#### **ARTICLE 16 – PENALTY CLAUSE**

- 16.1 If the Seller fails to deliver the goods in accordance with the agreement at the agreed location within the agreed period, the Seller will owe Gourmet C.V. an immediately



payable penalty of 1% of the agreed price of the goods in question, plus any applicable VAT, for each day that the failure continues, up to a maximum of 10% of the agreed price, without a reminder or other prior notice being required. If delivery has become permanently impossible, the penalty is immediately due in full.

- 16.2 Gourmet C.V. will be entitled to the penalty without prejudice to any other rights or claims.
- 16.3 Gourmet C.V. may set off the penalty against any amounts owed by Gourmet C.V.

#### **ARTICLE 17 - VICARIOUS AGENTS**

- 17.1 To the extent that Gourmet C.V. makes use of the services and/or products of third parties in the performance of its obligations under these conditions or the agreement, these conditions shall also apply for its benefit, to the extent possible, vis-à-vis the Seller.

#### **ARTICLE 18 - LANGUAGE**

- 18.1 These terms and conditions have been drawn up in Dutch. In disputes relating to the interpretation of these conditions, the Dutch text shall prevail.

#### **ARTICLE 19. - OTHER PROVISIONS**

- 19.1 If one or more provisions of these general conditions are void or voidable, this shall not affect the validity of the remaining provisions. In the event of invalid provisions in these conditions, the parties shall be bound by rules that are as similar as possible and not subject to nullity.

#### **ARTICLE 20 - LIMITATION PERIOD**

- 20.1 All claims against Gourmet C.V. will lapse one (1) year after the date of the agreement.

#### **ARTICLE 21 – APPLICABLE LAW**

- 21.1 All legal relationships between Gourmet C.V. and the Seller shall be governed by Dutch law. The Vienna Sales Convention (CISG) is excluded.

#### **ARTICLE 22 - JURISDICTION**

- 22.1 All disputes arising out of or in connection with these General Conditions or the agreements between Gourmet C.V. and the Seller will be settled exclusively by arbitration in accordance with the Arbitration Rules of the Stichting Geschillen in de Landbouw, c.a. The working language of the arbitration will be Dutch; arbitration will take place in the Netherlands. The right of the Seller to bring legal action against Gourmet C.V. shall expire after six months after the dispute has arisen.