



GENERAL TERMS AND CONDITIONS OF SALE

1 Definitions

1.1 The following capitalised terms in these Conditions shall have the following meaning:

- a) "Vitablend" means Vitablend Nederland B.V. (Chamber of Commerce registration no. 01108877), a Dutch limited liability company, with its address at Frisaxstraat1, 8471 ZW Wolvega, the Netherlands and its affiliated companies;
- b) "Conditions" means these general terms and conditions of sale;
- c) "Customer" means the company which is buying the Products and/or the Services from Vitablend;
- d) "Agreement" means any contract or agreement between Vitablend and Customer for the sale by Vitablend and the purchase by Customer of the Products and/or the Services. The Agreement shall include these Conditions and any attachments to it or documents mentioned therein;
- e) "Parties" means Vitablend and Customer collectively;
- f) "Products" means the products or goods sold by Vitablend, as specified in the Agreement;
- g) "Services" means the services rendered by Vitablend, as specified in the Agreement;
- h) "Working Days" means any day other than a Saturday, Sunday or public holiday in the Netherlands.

2 Applicability and offers

2.1 These Conditions shall apply to all offers, quotations, deliveries, activities, and Agreements, all in the broadest sense of the word, in which Vitablend acts as seller or supplier, to the exclusion of any other terms or conditions, whether put forward by Customer or whether implied by trade, custom, practice, course of dealing or by law. By placing an order, Customer relinquishes its conditions of purchase. Vitablend explicitly rejects the applicability of such conditions of purchase.

2.2 These Conditions shall apply between Customer and the relevant Vitablend entity or entities as specified in the Agreement.

2.3 All offers and quotations from Vitablend are non-binding. Customer's order shall be deemed to be an irrevocable offer to enter into an Agreement based on the Conditions. An obligation of Vitablend to supply the Products or Services shall only come into existence if and to the extent an order has been confirmed in writing by Vitablend or, in the absence thereof, if Vitablend completes delivery of the order in whole or in part. Vitablend shall be under no obligation to accept any order and the acceptance by Vitablend of any order may be subject to Vitablend approving Customer's creditworthiness.

3 Prices and payment

3.1 Prices quoted by Vitablend are exclusive of VAT and any other taxes and are based on delivery in accordance with the agreed Incoterm.

3.2 Unless explicitly agreed in the Agreement that prices are fixed (by using the term "fixed" or a similar term), Vitablend shall be entitled to pass on to Customer, by a corresponding adjustment of the selling price, any increase in its purchase prices, import duties, taxes, currency and exchange rates, and any and all other circumstances increasing the cost price of the Products or Services, arising after

the conclusion of an Agreement. In case of a material increase, Vitablend shall have the right to dissolve the Agreement.

3.3 Payment shall be made, without any right to set-off or withhold, within 30 days after the invoice date and in the currency in which and to the Vitablend company by which the Products or Services were invoiced. Customer is in default by operation of law after the expiry of this period. In such case, without any prior notice of default being required, Customer shall be due to Vitablend a yearly interest of the Euribor (provided that if the Euribor is negative it shall be deemed zero) plus 8%, calculated from the day on which the payment was due up to and including the day of final payment.

3.4 In deviation from the agreed payment term, Vitablend reserves the right to deliver "Cash On Delivery" or demand advance payment in which event Customer is obliged thereto, if in Vitablend's opinion such way of payment is required considering the financial position of Customer. This shall be the case if, among other things, Customer does not strictly meet its obligations to Vitablend or any other supplier or if any of Customer's assets are attached.

3.5 In the event of no payment or late payment by Customer, Customer shall pay to Vitablend collection costs of 15% of the outstanding amount, with a minimum of EUR 250 as well as the costs of litigation.

4 Delivery of the Products and retention of title

4.1 Vitablend shall deliver the Products CIP (Incoterms 2020). Stated delivery terms are indicative and cannot be considered as a strict deadline. Vitablend shall do reasonable efforts to respect agreed delivery terms, however, exceeding these terms with less than (i) 20 Working Days if the Products and/or all their ingredients originate from within Europe or (ii) 30 Working Days if the Products and/or all or part of their ingredients originate from outside Europe, or (iii) delays which are not attributable to Vitablend shall not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days which are attributable to Vitablend, Vitablend's liability for loss or damage is at all times limited to a maximum of 2.5% of the order value of the delayed Products and is subject to clause 7. Delays shall not give Customer the right to dissolution of the Agreement.

4.2 In the event it was agreed that the Products will be delivered DDP (Incoterms 2020), Customer shall enable Vitablend and its carriers to deliver articles at its address and to collect returnable packaging, in which respect it shall use its best endeavours to prevent or limit waiting times for Vitablend or its carriers as much as possible. Customer shall offer its help, free of charge, with the unloading and receipt of the Products and the loading of the packaging. For this purpose, Customer shall make available, free of charge, mechanical means such as forklift trucks. Any damage caused when unloading the Products will be for Customer's risk if such damage results from improper performance by Customer or by the persons, material or mechanical means made available by it.

4.3 If Customer does not accept delivery of the Products, Vitablend may store them at the risk and for the account of Customer.

4.4 Vitablend reserves the right to deviate up to 5 percent (upwards or downwards) from the agreed quantity of Products to be delivered and in such case the actual delivered quantity shall be invoiced. The Products may be delivered and invoiced in instalments.

4.5 Vitablend retains title to all Products delivered by Vitablend to Customer. Title to the Products shall only pass to Customer when it has fulfilled all its payment obligations under any Agreement or any other agreement with Vitablend, including that which Customer may owe due to its failure to meet its obligations under those Agreements. Irrespective of this retention of title, the risk on the delivered Products will be borne by Customer from the moment of delivery. Until title to the Products passes to Customer, it is authorised to process, use, and/or sell the Products in the normal course of its business.

4.6 If Customer fails to comply with its payment obligations towards Vitablend or causes Vitablend to have good reason to fear that it will be in default, Vitablend shall be entitled to take back the Products on which it retained the title. When Vitablend invokes its retention of title, Customer shall allow Vitablend to enter the places where the retained Products are located.

4.7 Customer shall immediately inform Vitablend if an attachment has been imposed on the Products and shall immediately notify the attachment creditor of the fact that title to the seized Products rests with Vitablend.

5 Warranties and notice of defects relating to the Products

5.1 Customer assumes all risks and liability for (i) results obtained by the use of the Products, whether used as delivered or in combination with other products; (ii) determining fitness for use of the Products in, or in conjunction with, other products; (iii) the truthfulness and accuracy of Customer's marketing and advertising of any product of Customer into which the Products were incorporated; (iv) obtaining governmental health, safety, environmental or other approvals for utilization of the Products; and (v) for any loss or damage resulting from the handling, use or misuse by Customer of the Products.

5.2 Customer declares that it is aware of the qualities of the Products supplied to it and of all legal regulations relating to the Products to which it is bound. In the storage, resale, transportation, processing and other use of and all further acts involving the Products, Customer shall strictly observe the relevant legal regulations and Vitablend's instructions, if any, with respect thereto.

5.3 Vitablend warrants that the Products at the moment of delivery are not damaged and shall materially be in conformity with any written specifications provided by Vitablend. Vitablend makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Products, including, without limitation, the implied



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warranties of fitness for purpose or merchantability or the results to be derived from the use of the Products. Without limiting the warranties contained in this clause 5, the applicability of paragraph 7:17 Dutch Civil Code is explicitly excluded. Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the specification and/or a minor impairment of usability.

5.4 Upon receipt, Customer shall forthwith inspect the Products for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any case within three (3) Working Days after receipt, be notified to Vitablend. In addition, Customer shall carefully test all Products before processing, use, or selling the Products and within two (2) months after receipt of the Products at the latest. If a defect is discovered, Customer shall notify Vitablend within three (3) Working Days after discovery. Defects that were not and could not be discovered by careful testing of the Products shall be notified to Vitablend within three (3) Working Days after discovery but no later than four (4) months after receipt of the Products.

5.5 All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Vitablend in conformity with or failing compliance with the obligations in this clause 5, the Products shall be deemed accepted and Vitablend shall have no liability with respect to any (alleged) non-conformity.

5.6 If a defect in the Products is discovered, Customer shall not process, use or sell the Products. If a claim submitted in conformity with clause 5 is justified, Vitablend shall:

5.6.1 at its sole discretion either (i) repair the defect or failure in the Products, (ii) replace the Products with Products which are in conformity with the Agreement or (iii) issue a credit note to Customer in respect of the whole or part of the price of such Products and take back the relevant Products; or

5.6.2 in case of defects that were not discovered by careful testing of the Products and that were discovered after the Products have been processed, compensate Customer's loss and damage, subject to clause 7.

Performance of any of the above options shall constitute the sole remedy of Vitablend's liability under this warranty. No claim shall entitle Customer to dissolution (*ontbinding*) or suspension of the Agreement.

5.7 Any unfounded return of Products shall be for the account and at the risk of Customer. Returns will be permitted only with Vitablend's prior written consent.

5.8 In case a defect is the consequence of a failure in Customer's compliance with the maintenance instructions, and/or natural wear and tear in view of their material substance, and/or a result of processing by Customer or a third party, Vitablend shall not be liable.

6 Provisions applicable to the Services

6.1 Stated delivery terms and dates are estimates only and cannot be considered as a strict deadline. Vitablend shall do reasonable efforts to respect agreed delivery terms, however, exceeding these terms or dates with less than 20 Working Days shall

not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days and which are attributable to Vitablend, Vitablend's liability for loss or damage is at all times limited to a maximum of 2.5% of the order value of the delayed Services and is subject to clause 7.

6.2 Vitablend warrants that the Services shall materially comply with any written specifications provided by Vitablend. Vitablend makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Services, including, without limitation, the results to be derived from the Services. Customer shall not be entitled to assert claims for defects with regard to the Services if there is only a minor deviation from the specification. Immediately upon Vitablend rendering the Services, Customer shall inspect the Services for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any event within three (3) Working Days after rendering of the Services, be notified to Vitablend. Hidden defects shall be notified to Vitablend within three (3) Working Days after discovery but no later than four (4) months after the date on which the Services were rendered.

6.3 All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Vitablend in conformity with or failing compliance with the obligations in this clause 6, the Services shall be deemed accepted and Vitablend shall have no liability with respect to any (alleged) defect, deficiency or non-conformity.

6.4 In the event of a failure of the Services to meet the warranty described in clause 6.2, Vitablend's liability shall be limited to, at its option: (i) re-perform the relevant part of the Services without additional charge; or (ii) repay the amount paid for such Services. If the non-compliant Services consisted in mixing of ingredients that were put at Vitablend's disposal by Customer, and if it is not possible to correct the defect and as a consequence, the end-product does not comply with the applicable laws in the Netherlands, then in addition to (i) or (ii) and subject to clause 7, Vitablend shall compensate the cost of such ingredients. No claim shall entitle Customer to dissolution (*ontbinding*) or suspension of the Agreement.

7 Liability

7.1 Vitablend's liability, Whether based on breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, is limited to reasonable loss and damage that are a direct consequence of the damage causing event and to a maximum aggregate amount of two times the net invoice value, excluding VAT, of the disputed Products and/or Services, per event or series of events having the same cause, with a maximum of 500,000.- euro in aggregate during the term of the Agreement. If and to the extent a third party is liable to Vitablend for any claim of Customer against Vitablend, any limitation of such third party's liability, enforceable between that third party and Vitablend, shall also apply between Vitablend and

Customer.

7.2 Vitablend's liability, whether based on breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for immaterial loss or damage, penalties, environmental damage, damage as a result of Customer's liability towards third parties over and above the limits of liability of Vitablend contained in these Conditions, indirect, and/or consequential loss or damage (including without limitation, loss of revenue or profits, loss of goodwill, contract or clientele, loss of anticipated savings), is explicitly excluded.

7.3 Notwithstanding clause 5, all possible legal claims by Customer, with regard to the alleged liability of Vitablend, expire if Vitablend is not notified thereof within four (4) months after delivery of the Products/rendering of the Services and/or if Customer did not start legal proceedings against Vitablend within one (1) year after delivery of the Products/rendering of the Services.

7.4 Nothing in these Conditions shall limit or exclude Vitablend's liability for (i) intent or conscious recklessness of Vitablend or its senior management, (ii) fraud, (iii) death or personal injury caused by Vitablend or (iv) any other matter in respect of which it would be unlawful for Vitablend to exclude or restrict its liability.

8 Default and dissolution

8.1 If Customer does not (properly or timely) fulfil any of its obligations towards Vitablend, it shall be in default and Vitablend shall be entitled, without any notice of default being required, to either suspend or dissolve the Agreement and any other agreements not yet completed, without prejudice to Vitablend's further rights arising from any Agreement and/or the applicable law.

8.2 In the event of a (request for) bankruptcy or suspension of payments of a Party to its creditors, the other Party is entitled to dissolve the Agreement with immediate effect without any compensation. In the event Vitablend is unable, after good faith efforts, to obtain Products for Customer, upon prior written notice, Vitablend shall have the right to terminate this Agreement with immediate effect.

9 Force majeure

9.1 In case of Force Majeure on Vitablend's part, Vitablend may either (i) dissolve the Agreement or (ii) suspend the performance of the Agreement until the Force Majeure has ended, both (i) and (ii) in whole or in part and without Vitablend being liable for any loss or damage caused by the dissolution or suspension. If Vitablend can only make partial delivery as a consequence of Force Majeure, it shall be entitled to do so. "**Force Majeure**" shall mean circumstances which are of such a nature that the execution of an Agreement becomes impossible or excessively onerous and/or disproportionately costly so that fulfilment of the Agreement can no longer reasonably or cannot be immediately required from Vitablend. Force Majeure will in any case include - without limitation - the following: any strike, lock-out, fire, extreme weather circumstances, pandemic or epidemic, obstruction in traffic, shortage of raw materials, materials, fuel or labour, mobilization, war,



restriction of import and export, and/or any government measures preventing or impeding the performance by Vitablend of the Agreement. A Force Majeure of Vitablend's suppliers or sub-suppliers will be considered a Force Majeure of Vitablend.

9.2 Customer shall have the right to dissolve the Agreement in case of Force Majeure of Vitablend, if (i) Customer can demonstrate that timely performance is essential for it in its business operations, and (ii) the Force Majeure situation is not expected to end within 60 days.

10 Intellectual property

10.1 All intellectual property rights, trade secrets and other proprietary rights subsisting in the Products/Services and any samples and marketing materials as well as all technical, business or similar information (including all recipes, designs, documents and other materials relating to the Products/Services and the marketing materials) shall be, and shall remain, the exclusive property of Vitablend or its licensors and Customer shall hold no interest in respect of the same whatsoever.

10.2 In case the Products are manufactured or Services are to be rendered according to drawings, models, samples, specifications or any other directions in the widest sense of the word, received from Customer, Customer shall defend and indemnify Vitablend against any third-party claims (i) based on the actual or alleged infringement of any intellectual property rights or any other right of third parties, by manufacturing and/or supplying of such Products and/or rendering of the Services and (ii) based on product liability. If any third-party objects to the manufacturing and/or supply of the Products and/or rendering of the Services referred to on the grounds of any alleged right, Vitablend shall unconditionally be entitled to immediately cease the manufacturing and/or supply of the Products and/or the Services and to demand compensation for the expenses incurred, without prejudice to any claims for possible damages against Customer and without Vitablend being liable towards Customer on any account whatsoever.

11 Confidentiality

11.1 "Confidential Information" shall mean all information provided by the disclosing party to the receiving party in connection with the Agreement, that relates to the business, affairs, price, payment conditions, products, transformation or manufacturing process, developments, trade secrets, know how, recipes, formulations, personnel, customers, prospects, and suppliers of either Party whether designated as "confidential information" or not, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving party without using Confidential Information of the disclosing party, (ii) publicly disclosed by an entity other than the disclosing Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving party without a duty of confidentiality prior to the receipt of such information.

11.2 Unless otherwise agreed in writing between the Parties in any specific non-disclosure

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agreement, each Party shall not use or disclose any of the other Party's Confidential Information other than for the sole purpose of the performance of the Agreement, nor issue any press release or public announcement regarding the existence, subject matter or terms of the Agreement, unless required by law or regulation or pursuant to an order of a competent authority, provided a prior written notification to the other party is given and the Confidential Information remains subject to the obligations of confidentiality and restrictions on use contained herein except with respect to this specific disclosure. Each Party shall ensure that its respective employees, affiliates, advisors, agents, and contractors to whom Confidential Information is disclosed are made aware of its confidentiality obligations and agree to be bound by them. Obligations under this clause 11 shall survive until the Confidential Information becomes part of the public domain.

12 Miscellaneous

12.1 All Agreements shall be binding upon and inure to the benefit of the Parties hereto and their respective affiliates and successors. Customer may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of Vitablend.

12.2 The invalidity or unenforceability of any term of the Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights. The invalid or unenforceable provisions shall be replaced by relevant valid and enforceable provisions that economically best reflect the contents and meaning of such invalid or unenforceable provisions and the intention of the Parties.

12.3 Customer agrees during the term of an Agreement with Vitablend and for twelve (12) months after the end of such Agreement, that it shall not, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of Vitablend's suppliers to terminate such supplier's relationship with Vitablend, nor shall Customer interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.

12.4 Customer shall act, and shall ensure that its officers, directors, representatives, agents, and employees act in compliance with all corruption and anti-bribery, anti-money laundering, export control and economic sanctions laws and regulations in any jurisdictions in which it operates.

13 Law and forum choice

13.1 Dutch law shall apply to the offers, quotations, deliveries, these Conditions and any Agreements and the execution thereof. Applicability of the Vienna Sales Convention is excluded.

13.2 Any dispute arising in connection with the Agreement shall be finally and exclusively settled by arbitration in Amsterdam, the Netherlands under the rules and procedures of the Netherlands Arbitration Institute (NAI). The language of the arbitration shall be Dutch or English. The arbitration shall be in lieu of any other remedy and the award shall be final, binding and enforceable by any court having jurisdiction for that purpose.