GENERAL PURCHASE CONDITIONS

Article 1 - General

1. In these general purchasing conditions 'Van Eeghen' means Van Eeghen Functional Ingredients B.V. and/or Van Eeghen International B.V. and its subsidiaries and also the business(es) run by it and its legal successors.
2. 'Seller' means the natural or legal person who enters or wishes to enter into a contract with Van Eeghen.
3. 'Incoterms 2020' means the Incoterms 2020 drawn up by the International Chamber of Commerce in Paris.
4. These general purchasing conditions apply to and form part of all offers and quotes of and all contracts made by Van Eeghen.
5. The interpretation of what the parties agree will take place in accordance with the customs between businesses which trade in ingredients for food, health supplements and related industries as well as related articles.
6. These general purchase conditions have been drawn up in English. In the event of a dispute regarding the content or purport of translations of these general purchase conditions, the English text will be binding and the interpretation of the text and terms will take place as much as possible in accordance with what is common in international commercial transactions.
7. Van Eeghen explicitly dismisses any applicability of general conditions applied by the seller.

Article 2 – Prices

All prices are in euros or another internationally traded currency and are based on the agreed Incoterms 2020 delivery condition.

Article 3 – Contract

1. Every offer and/or quote of the seller is irrevocable, unless the contrary explicitly appears from the offer and/or quote.
2. A contract is made by the written confirmation thereof by Van Eeghen.
3. Nullity or voiding of a provision of these general purchase conditions will not affect the other provisions agreed by the parties.

Article 4 – Suspension and cancellation of the contract

1. Van Eeghen has the right to suspend the performance of all obligations to the seller and to terminate the contract or cancel it by means of extrajudicial statement, without it owing any compensation therefore to the seller, if the seller (regardless of whether this is attributable to the seller) is in default, does not perform his obligations under the contract, is declared bankrupt or made subject to a moratorium on payment, merges with or is taken over by another party, is made subject to guardianship or assets belonging to the seller but in the possession of Van Eeghen are made subject to a garnishment order.
2. Every suspension right and retention right of the seller and every right of the seller to cancel the contract is excluded.

Article 5 – Delivery and risk

1. The delivery terms indicated by the seller are binding. Without Van Eeghen's written consent, the seller is not permitted to deliver earlier than the agreed time. In the event of late delivery Van Eeghen is entitled to compensation in connection with the delay. The compensation will in any event be deemed to amount to one percent per calendar week of the value of the goods delivered late whereby each part of a calendar week which has started will be counted as a whole week, without prejudice to Van Eeghen's right to demand full compensation.
2. Delivery will take place in accordance with the agreed Incoterms 2020 delivery condition. Until Van Eeghen has taken receipt of the goods, the goods remain at the seller's expense and risk, regardless of whether or not Van Eeghen has taken care of the transport. The seller will take care of insurance of the goods during transport and storage until the time of receipt by Van Eeghen.

Article 6 – Seller's obligations

1. The seller is obliged upon delivery to present the necessary documents and certificates of the authorities, including customs and health and inspection authorities, which show that the goods can be imported, traded or processed by Van Eeghen for human consumption or the use set out in the contract is permitted within the European Union without any impediment and without any further governmental formalities needing to be satisfied.
2. The seller is furthermore bound to ensure that delivered goods are packaged carefully and properly, are provided with a 'best before date', and provided with all markings required by law, are free of foreign objects, contaminants and substances harmful to health, and are in accordance with all legal requirements and EU regulations and satisfy the temperature requirements prescribed by law.

3. The seller will see to it that the purchased goods are stored and transported under at least the legally stipulated temperatures and conditions and insofar as applicable that the refrigeration chain is not unnecessarily interrupted. In addition, the seller must satisfy the general regulations in this respect which apply to the relevant product. The seller will regularly check and register the temperature of the refrigeration and freezer cell and the temperature development during the transport to Van Eeghen. Upon first request the seller will furnish a copy to Van Eeghen for all registrations made in this respect.
4. The seller is bound to apply an HACCP and/or GMP system or an applicable hygiene code or quality control system for all delivered goods which is aligned to the work activities, the volume and the nature of the seller's goods. The seller is bound with regard to all points of preparation, handling, storage or distribution of goods, materials or equipment which come into contact with the delivered goods to satisfy the legislation and regulations applicable at Van Eeghen's office and if necessary to demonstrate this on Van Eeghen's first request.
5. If the seller fails in the performance of the obligations ensuing from this article, the seller will repair or replace the goods at his expense and at Van Eeghen's election on its first request or supplement the missing parts, unless Van Eeghen prefers to terminate or dissolute the contract, without prejudice to Van Eeghen's other rights under the heading of a shortcoming, including but not limited to the right to compensation.
6. The seller guarantees that the goods to be delivered correspond with the contract. This guarantee at least encompasses that:
   a. The goods have the characteristics which have been promised;
   b. The goods satisfy the highest quality standards;
   c. The goods are new and free of defects and rights of third parties;
   d. The goods are suitable for the purpose for which the order was placed or the contract was made;
   e. The goods satisfy the rules laid down by or pursuant to the law and/or otherwise and/or the requirements set by Van Eeghen, inter alia in the area of quality, health, safety and the environment, both in the country of delivery and in the country of destination;
   f. The goods are furnished with and accompanied by all details and instructions which are necessary for a correct and safe use; and
   g. The goods will be furnished with and accompanied by all documents requested by Van Eeghen or which are otherwise necessary.

Article 7 – Payment

1. Van Eeghen will take care of payment within the term agreed by the parties. The banking costs connected with (international) payment are at the seller's expense.
2. Van Eeghen has the right to set off any claim on the seller under any heading whatsoever against payments owing to the seller under any heading whatsoever. Van Eeghen is entitled to suspend payment until the seller has performed all its obligations to Van Eeghen.
3. Van Eeghen will in no case be in default until after it has been given prior written notice by the seller whereby it will be given a term of at least thirty days to effect performance. This term of thirty days will be extended one time on Van Eeghen's request by the same number of days if it indicates to the seller that said time is necessary to effect performance.
4. If Van Eeghen is in default it is only bound to compensate statutory interest over the invoice amount exclusive of transport costs, VAT and other government levies of whatever nature and exclusive of any extrajudicial collection costs.
5. If the seller has several claims on Van Eeghen, the latter is entitled to determine toward which claim a payment will go.
6. If the seller intends to increase the price, on whatever ground, Van Eeghen is permitted to cancel the contract or dissolute it by means of an extrajudicial statement, without it owing any compensation to the seller in this respect.
7. Van Eeghen's office in Amsterdam, the Netherlands is the place of payment of all amounts on the basis of or ensuing from the contract between the parties, of any nature whatsoever.

Article 8 – Complaints

1. Van Eeghen is never bound by any term set by the seller within which Van Eeghen must give notice that the delivered goods have been rejected or within which Van Eeghen must lodge a complaint.
2. Even if it only turns out after processing of the goods or delivery of the goods to customers of Van Eeghen that the seller failed in the performance of his contract, Van Eeghen will be entitled to cancel the contract on the basis thereof and/or to extrajudicially dissolute the contract and the seller is bound to compensate all loss suffered by Van Eeghen.
3. Van Eeghen is at all times entitled to return the goods delivered by the seller if there is a shortcoming in the performance of the delivery obligation after which the seller is bound to return amounts already paid by Van Eeghen or to furnish a credit invoice for items which have remained unpaid in this respect.
4. After a complaint Van Eeghen is entitled, at the seller's expense, to replace the relevant goods or the seller is bound to indemnify Van Eeghen with regard to the relevant part of the delivery.
5. The measurements and weights as these are set out on the invoices presented by the seller or on

measurement or weight notes, must be correct and in the event of any deviation thereof in a negative sense for Van Eeghen, the payment owed will be reduced accordingly.

Article 9 – Force majeure

1. In the case of force majeure on the part of Van Eeghen, Van Eeghen has the right to suspend the performance of all obligations to the seller and to cancel the contract or dissolute it by means of an extrajudicial statement, without it owing any compensation therefore to the seller.
2. Force majeure means: every circumstance which Van Eeghen could not reasonably have foreseen, which cannot be attributed to Van Eeghen or which is reasonably beyond Van Eeghen's control. In any event, force majeure includes war, risk of war, civil war, riot, flooding, water damage, fire, transport difficulties, unforeseen technical complications, disruptions in operations, strikes at Van Eeghen or its customers or suppliers and third parties engaged by it, blockades, import and export bans, whether or not of health authorities, whole or partial seizure or expropriation of stock at Van Eeghen or at its customers by a civil or military authority, lack of transport capacity, machine malfunctions, destruction and other stagnation in the businesses of Van Eeghen or its customers.
3. Van Eeghen has the right to suspend the performance of all obligations to the seller and to cancel or dissolute the contract by means of an extrajudicial statement, without it owing any compensation therefore to the seller, if a circumstance of force majeure arises on the part of the seller.

Article 10 – Liability

1. The seller is liable for all loss of any nature whatsoever and without any limitation which is suffered by Van Eeghen and/or later customers or users, including the – final – consumer of the delivered goods (whether or not in processed condition) as a result of a shortcoming in the performance of the obligations of the seller and/or or as result of the actions or omissions of the seller, or his staff or third parties engaged by him. The seller's liability relates to both direct and indirect loss.
2. The seller is bound to insure his liability for such amounts as is common in the European and North American foodstuffs industry. The insurance cover will be at least € 5,000,000. Upon first request the seller will allow Van Eeghen to inspect the relevant policies and will annually submit an insurance certificate evidencing this insurance cover.
3. The seller indemnifies Van Eeghen against all claims of third parties in connection with the contract and/or the goods delivered by the seller or through his intervention. The seller will join judicial or arbitration proceedings on Van Eeghen's first request. The seller is also bound to indemnify Van Eeghen against all costs related to such judicial or arbitration proceedings, including the full costs of legal assistance and extrajudicial costs.
4. The seller guarantees that the use (including resale) of the delivered goods will not infringe (intellectual) property rights or other (property) rights of third parties. The seller indemnifies Van Eeghen against claims of third parties which ensue from any infringement of (intellectual) property rights or other (property) rights of third parties and the seller will compensate Van Eeghen for all loss which is the result thereof.
5. Any liability of Van Eeghen for loss of any nature whatsoever is excluded, except in the event this loss is caused by intent or wilful misconduct of managerial staff of Van Eeghen. This exclusion of liability for loss can also be claimed by the (former) staff, directors and supervisory directors of Van Eeghen, by third parties engaged by it, including heirs and legal successors, regardless of whether managerial staff of Van Eeghen caused the loss due to intent or wilful misconduct, except in the event of intent or wilful misconduct of such third parties.

Article 11 – Time limits

All rights of action of Van Eeghen, its employees, directors and supervisory directors, third parties engaged by it, including heirs and legal successors, will lapse upon the passing of five calendar years after the event which gave rise to the claim occurred.

Article 12 – Applicable law

All offers, quotes, assignments and all legal relationships ensuing from or connected with these general sales conditions and/or the contract are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980) is explicitly excluded.

Article 13 – Dispute resolution

1. All disputes which might arise in connection with or in relation to these general purchasing conditions and/or the contract or further contracts which might be the result thereof, and/or the delivery of goods, will be adjudicated by means of arbitration in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute.
2. The arbitration tribunal will consist of three arbitrators. The place of arbitration will be in Amsterdam. The proceedings will be conducted in English. The arbitration tribunal will make its decisions on the basis of fairness. Joining of the arbitration proceedings with other arbitration proceedings as provided for in Art. 1046 of the Code of Civil Procedure is excluded. Arbitration appeal against the arbitration judgment is not possible.