

## **GENERAL TERMS AND CONDITIONS OF PURCHASE PLUKON FOOD GROUP B.V.**

This is a translation for convenience purposes of an original document in the Dutch language. In case of any discrepancies between this translation and the Dutch original version, the latter will prevail.

### **1. Definitions**

The following capitalized words have the meanings below:

- *Offer*: an offer from the Supplier to Plukon to enter into an Agreement;
- *Perishable Agricultural and Food Products*: Agricultural and food products that by their nature or at the stage of processing may become unfit for sale within thirty (30) days after harvest, production or processing;
- *Service(s)/Services providing*: services to be performed by the Supplier, of whatever nature, for the benefit of Plukon, as described in the Offer, Order or Agreement;
- *Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain*: the Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain (Geschillencommissie Oneerlijke Handelspraktijken Landbouw- en Voedselvoorzieningsketen), appointed by the Minister of Agriculture, Nature and Food Quality in accordance with article 6 paragraph 1 of the Unfair Trade Practices in the Agricultural and Food Supply Chain Act and established and maintained by the Foundation for Disputes Committees for Profession and Business (Stichting Geschillencommissies voor Beroep en Bedrijf);
- *Goods*: animals and all material objects susceptible to human control as referred to in Art. 3:2 of the Civil Code (Burgerlijk Wetboek),, including Perishable and Non-Perishable Agricultural and Food Products, and all property rights as referred to in Art. 3:6 of the Civil Code;
- *Agricultural and food products*: live animals, eggs and all other products of animal origin, vegetables, fruits, cereals, products of the flour industry, preparations of meat, Perishable Agricultural and food products and all other products listed in Annex I to the Treaty on the Functioning of the European Union, as well as products not listed in that Annex but processed from products listed in that Annex for use as food;
- *Supplier*: the legal or natural person with whom Plukon concludes an Agreement or to whom Plukon issues an Order with respect to the delivery of Goods and/or the provision of Services;
- *Agreement*: a written agreement between the Parties for the sale and delivery of Goods to Plukon and/or the provision of Services on behalf of Plukon;
- *Order*: any written request from Plukon to Supplier for the purchase and delivery of Goods and/or the provision of Services;
- *Party(ies)*: Plukon and Supplier, or one of them;
- *Plukon*: any company belonging to the group as referred to in Article 2:24b of the Dutch Civil Code of Plukon Food Group B.V., having its registered office in Wezep and registered in the Commercial Register under Chamber of Commerce number 30255837;
- *Intellectual Property Rights*: all intellectual and industrial property rights (such as but not limited to copyright, related rights, rights in databases, trademark rights, logos, trade name rights, drawing and design rights, patent rights, rights in domain names and URLs, sui generis rights, rights in software, rights in know-how, trade secrets, etc.), whether registered or unregistered (including applications for registration), anywhere in the world;
- *Regulations*: regulations of the Unfair Trade Practices Disputes Committee Agricultural and Food Supply Chain for the business market as of January 1, 2022 (Reglement van de

Geschillencommissie Oneerlijke Handelspraktijken Landbouw- en Voedselvoorzieningsketen voor de zakelijke markt per 1 januari 2022);

- *In writing*: by (registered) letter, by e-mail or by bailiff's writ;
- *Conditions*: these general terms and conditions of Purchase of Plukon Food Group B.V.;

## **2. Applicability**

- 2.1. The Conditions apply to every Offer, every Agreement, every Order and every negotiation situation or any pre-contractual relationship in which Plukon finds itself with the (potential) Supplier with a view to making an Offer, concluding an Agreement or giving an Order.
- 2.2. Once an Agreement has been entered into between the Parties under the applicability of the Conditions, the Conditions are deemed also to apply tacitly to any Agreement subsequently entered into between the Parties, unless expressly agreed otherwise in writing with the relevant Agreement.
- 2.3. Plukon is only bound to deviations from the Conditions to the extent that they have been expressly agreed in writing between the Parties by an Agreement.
  - 1.1. To the extent that an Agreement deviates from one or more provisions of the Conditions, the provisions of the Agreement shall prevail. The other provisions of the Conditions shall in that case remain applicable to the Agreement without prejudice.
- 2.4. In the event of nullity or annulment by the Supplier of one or more provisions of the Conditions, the other provisions of the Conditions shall continue to apply in full to the Agreement. The parties shall consult to replace an invalid or annulled provision of the Conditions by a provision that is valid or non-annullable and that corresponds as closely as possible to the purpose and purport of the invalid or annulled provision.

## **3. Applicability Annex Delivery Services.**

Attached to the Conditions is the Annex Delivery of Services. If an Offer, an Order or an Agreement relates in whole or in part to Services, this Annex Supply of Services also applies between the Parties. If the Conditions are contrary to or incompatible with the Annex Supply Services in any respect, the provisions of the Annex Supply Services shall prevail.

## **4. Offer, Order and formation of an Agreement, amendments**

- 4.1. Every Offer is irrevocable and there are never any costs for Plukon associated with the making of an Offer.
- 4.2. The Agreement is established:
  - (a) At the time the Parties sign a contract, or;
  - (b) the sending by Plukon to Supplier of a written Order in response to a Supplier's Offer, or;
  - (c) the dispatch by Plukon to the Supplier of an Order which is not based on an Offer from the Supplier and which has been/is subsequently fulfilled by the Supplier, or in respect of which the Supplier has not indicated in writing to Plukon within two (2) working days of the date of the Order that it does not accept the Order.
- 4.3. A subsequent confirmation sent by the Supplier with respect to an Order does not change the content or moment of formation of the Agreement. Plukon may prescribe to Supplier the use of a particular order confirmation form.
- 4.4. An Agreement can only be concluded and an Order can only be placed by the directors and any authorised representatives of Plukon as shown in the Trade Register. An Agreement concluded by

non-authorised persons is only binding on Plukon if it is ratified by an authorised representative as shown in the Trade Register or if Plukon actually implements or has implemented the Agreement.

- 4.5. Until the Supplier has fully complied with its obligations under the Agreement, Plukon is authorized to make changes to the Agreement, in writing. If and to the extent that the Unfair Trade Practices Act agricultural and food supply chain applies, this will be done in consultation with the Supplier.
- 4.6. Changes to an Order or an Agreement proposed and/or initiated by the Supplier can only be agreed in writing. If, in the opinion of the Supplier, a change has consequences for the agreed price and/or the time of delivery, it is obliged before acting on the change to inform Plukon of this in writing as soon as possible, but in any event no later than five (5) working days after notification of the requested change. Failure to do so will oblige the Supplier to deliver for the original price and within the original term. If the consequences for the price and/or delivery time are communicated in good time and, in the opinion of Plukon, are unreasonable, the Parties will consult on this.

## 5. **Assignment Ban**

The Supplier may transfer an obligation to Plukon under the Agreement and/or the Conditions and/or the Annex Supply of Services to a third party only with the prior written consent of Plukon, in the absence of which consent this transfer is excluded as referred to in Article 3:83(2) of the Dutch Civil Code and thus has no effect in relation to Plukon. Plukon may attach conditions to any consent.

## 6. **Prices**

- 6.1. Prices are in Euros, exclusive of VAT, inclusive of other levies which may have been or may be imposed by the government, and include all costs in connection with the performance of the Supplier's obligations - including but not limited to call-out charges, travel expenses, costs of loading, transport and unloading of the Goods as well as any packaging costs if the Supplier is obliged to load, transport, unload and/or package the Goods pursuant to the Agreement or Order - stating the VAT percentage.
- 6.2. Prices are fixed, unless the Agreement specifies the specific circumstances that may lead to price adjustment, as well as the manner in which the adjustment will take place.

## 7. **Delivery**

- 7.1. In the event of late delivery, the Supplier will be in default without further notice of default. Exceeding the agreed time of delivery constitutes an attributable failure which may be grounds for Plukon to dissolve the Agreement.
- 7.2. The Supplier must immediately notify Plukon in writing of any impending exceeding of the time of delivery.
- 7.3. Delivery of Goods shall take place at the agreed place and time, "Delivered Duty Paid" (or "carriage paid") as referred to in the version of Incoterms issued by the International Chamber of Commerce (ICC) 2020.
- 7.4. The Goods to be delivered must be accompanied by a packing list, which must state the order and article number(s) of Plukon, as well as quantities, packaging unit, descriptions and - if applicable - expiration date(s). If such a packing list is missing, Plukon may refuse the shipment in question.
- 7.5. Goods must - where required or where applicable - be provided with a clearly legible expiration date (THT). For each batch of the same Goods, the content - including the applicable THT - as well as the order and article number(s) of Plukon and the batch details for tracking and tracing must be clearly marked on the outside. If (one of) these requirements is not met, Plukon may refuse the shipment in question.

- 7.6. Plukon is entitled to postpone the agreed time of delivery. In the case of delivery of Agricultural and food products, Plukon will consult with the Supplier to postpone the agreed time of delivery. In case of delivery of Goods, the Supplier will in these cases store, preserve, secure and insure the Goods properly packaged, separated and identifiable.

## **8. Packaging**

- 8.1. Goods to be delivered shall be properly packed. Supplier shall have the packaging continuously adapted to the latest environmental requirements, as well as use as little packaging material as possible.
- 8.2. All packaging (excluding loaner packaging) becomes the property of Plukon on delivery. Loaner packaging must be clearly marked as such by the Supplier. The Supplier is not entitled to charge a deposit or any fee in respect of loaned packaging, unless otherwise expressly agreed in writing between the Supplier and Plukon. Plukon can stipulate that the Supplier must take back the packaging material supplied.
- 8.3. Plukon has the right at all times to return the (transport) packaging materials to the Supplier at the Supplier's expense, or to request the Supplier - without the Supplier being able to charge Plukon for this - to dispose of all or part of the (transport) packaging materials and suchlike it has used after use.
- 8.4. If packaging materials are processed or destroyed at Supplier's request, this shall be done at Supplier's risk and expense.

## **9. Billing and payment**

- 9.1. The Supplier must submit a related invoice for each (partial) delivery of Goods and/or Services. The order and item number, quantity and price specified by Plukon must be clearly stated on the invoice.
- 9.2. Payment of the invoice, including VAT, shall - irrespective of the payment term stated on the invoice by Supplier - take place within forty (40) days after receipt of the invoice and approval of the Goods and/or Services, unless a longer payment term is stated on the invoice by Supplier in which case payment shall take place within that term. In the event of delivery of Perishable Agricultural and Food Products, payment of the invoice, insofar as it relates to Perishable Agricultural and Food Products, in the aforementioned sense, shall take place within thirty (30) days after receipt of the invoice and approval of the Goods and/or Services; the aforementioned payment term of thirty (30) days shall also apply in the event of application of the Large Companies Payment Term Act (i.e. in the case in which article 6:119a paragraph 6 of the Dutch Civil Code applies). If the aforementioned payment terms are exceeded, Plukon will only be in default after written notice of default by the Supplier and the expiry of the further payment term of at least five (5) working days given.
- 9.3. Plukon is entitled to suspend payment in full if it discovers a shortcoming in the Goods and/or Services. The Supplier is not entitled to suspend the performance of its obligations. The Supplier is not entitled to setoff.
- 9.4. Plukon is entitled to reduce the amount of the invoice by amounts owed by the Supplier to Plukon, for whatever reason.
- 9.5. If Plukon makes a payment for Goods and/or Services that have not yet been delivered, it may be required that the Supplier has an unconditional and irrevocable bank guarantee in the amount of this amount issued for its account by a Dutch banking institution acceptable to Plukon.

## **10. Quality, inspection and guarantees**

- 10.1. The Supplier guarantees that the Goods and/or Services comply with what has been agreed, that they are free of visible and invisible defects and that they are suitable for the purpose for which they

are intended. Acceptance by Plukon will at all times be subject to Plukon's rights regarding the correct quality and content. Acceptance and/or payment by Plukon does not imply acceptance of the delivered goods.

- 10.2. Supplier warrants that the Goods are fully complete and ready for use. He shall ensure that, among other things, all parts, auxiliary materials, attachments, tools, spare parts, operating instructions and instruction manuals, which are necessary for the realization of the purpose for which the Goods are intended, are supplied, even if they are not named.
- 10.3. Supplier warrants that the delivered goods comply with all relevant legal provisions regarding quality, environment, safety and health, among others.
- 10.4. In the event of any reasonable doubt, Plukon is authorised to test/inspect the Goods and/or production locations of the Supplier, or have them tested/inspected, the costs of which will be borne by the Supplier, unless the Goods delivered - as evidenced by the inspection - satisfy the agreed requirements and specifications. Inspections can take place before, during or after the delivery and can be carried out both by Plukon and by third parties engaged by it.
- 10.5. If Plukon observes that the delivered goods (in whole or in part) do not satisfy what the Supplier has guaranteed in accordance with Articles 10.1 to 10.3, the Supplier will be in default - without any prior notice of default being required - irrespective of whether or not the shortcoming can be attributed to the Supplier.
- 10.6. Plukon will complain to the Supplier within a reasonable time after it has become aware of the defects in the Goods and/or Services. If Plukon and the Supplier do not reach agreement in this regard, Plukon is entitled to have an independent investigation carried out, the costs of which will be borne by the Supplier, unless the Goods and/or Services delivered - as evidenced by the independent investigation - turn out to have no defects and comply with the agreed requirements and specifications.
- 10.7. Supplier is obligated at Plukon's first notice to perform at its own expense in response to errors and defects or any shortcoming of Supplier, at Plukon's discretion:
- a. Fix all those mistakes and flaws;
  - b. replace the delivered Goods; or
  - c. Plukon to credit the proportionate part of the invoice value of the Goods of the relevant invoice in relation to the defect.

Additional costs with respect to the Supplier's actions mentioned in the preceding paragraph under a to c shall be at the Supplier's expense and risk.

Repaired respectively replaced (parts of) Goods are also subject to the warranty provisions.

- 10.8. If Plukon reasonably determines that the repair of a defect in the Goods or the replacement of the defective Goods must be carried out immediately and the Supplier is unable to do so immediately, Plukon is entitled to have the repair or replacement carried out at the expense of the Supplier by a reputable third party in Plukon's opinion. The same applies in the event that the Supplier fails to (properly) fulfil its obligation to repair or replace. The Supplier is obliged to pay the costs arising from and associated with the repair or replacement by third parties to Plukon within five (5) working days of Plukon sending an invoice aimed at those costs. Unlike Plukon, the Supplier is not entitled to set off.

## 11. **Default, (legal) claims**

- 11.1. Any failure on the part of the Supplier, whether or not attributable to the Supplier, shall constitute default without further notice of default.
- 11.2. The statutory commercial interest as referred to in article 6:119a BW on amounts that Plukon has paid in advance will be set off against invoices to be paid over the period of default.

11.3. In the event of a non-attributable failure, the obligations of both Parties shall be suspended until such time as the cause is removed.

## **12. Due dates**

12.1. Legal claims and other powers of the Supplier, for whatever reason, against Plukon in connection with any Agreement will lapse after six (6) months from the date on which the Supplier became aware or could reasonably have become aware of the existence of these rights and powers, but no written claim has been lodged with Plukon before the expiry of this period. Said term is a period of expiry and is therefore not subject to interruption as referred to in Article 3:317 of the Dutch Civil Code.

12.2. In the event that within the period referred to in Article 12.1, a written claim has been submitted by the Supplier to Plukon in connection with any Agreement, any legal claim on the part of the Supplier in this regard will also lapse if Plukon has not, within a period of six (6) months of receiving the written claim in question, been brought before the court with jurisdiction under Article 23.2 of the Conditions or the Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain with jurisdiction under Article 23.4 of the Conditions. This period is also an expiry period (in Dutch: vervaltermijn) and is therefore not subject to interruption as referred to in Article 3:317 of the Dutch Civil Code.

## **13. Transfer of risk and ownership**

13.1. Ownership of the Goods passes to Plukon after they have been delivered. If (partial) payment has already been made prior to delivery, ownership of the Goods will pass to Plukon as soon as the (first) payment has been made.

13.2. The risk of the Goods will not pass to Plukon until delivery has taken place in accordance with Article 7 of the Conditions and after Plukon has signed the relevant transport documentation.

## **14. Liability, indemnification**

14.1. The Supplier indemnifies Plukon and holds it fully harmless against all costs, damages and interest that may arise for Plukon:

- (a) based on defective Goods and/or Services, whether or not in terms of product liability or a product recall;
- (b) as a direct or indirect result of legal actions brought against it by third parties in connection with the performance of the Agreement;
- (c) as a direct or indirect result of claims by its customers in respect of non-delivery, late delivery or defective delivery by Plukon to such customers, unless and to the extent that such claims arise from a shortcoming on the part of Plukon.

14.2. The Supplier undertakes vis-à-vis Plukon to assist Plukon in this regard both in and out of court and, at Plukon's request, to join an indemnification suit at its own expense.

14.3. Plukon is never liable for any loss whatsoever, except in the case of intent or deliberate recklessness of managerial subordinates, which should be understood exclusively to mean persons who help determine the general policy within Plukon.

14.4. Without prejudice to the provisions of the preceding paragraph, any liability of Plukon for trading loss, other indirect loss and/or loss caused by (intentional or gross) fault of Plukon's employees is expressly excluded.

14.5. Without detracting from the Supplier's liability under the Agreement and the law, the Supplier warrants that it has adequately insured itself and will continue to be adequately insured with respect to the risks arising for the Supplier under the Agreement(s), under the obligation to provide the

relevant policies to Plukon upon first request. These insurances will in any event include but are not limited to:

- a. at all times a corporate liability insurance policy (AVB) - with freedom from delivery conditions - with an insured amount of € 3,000,000 per event if Goods are delivered;
- b. a professional liability insurance policy (BAV) or an AVB with coverage for financial loss with an insured amount of at least 3 times the invoice value if there are Services and the (turn-key) Goods supplied in connection with these Services (including - but not limited to - engineering assignments and ICT assignments);
- c. an (additional) coverage on the AVB for the costs of recall, disassembly, assembly, transport, storage, destruction and advertisements and related matters, up to an amount appropriate to the (financial) scope of the Agreement if Goods are delivered that are processed and/or integrated into other Goods by Plukon in its production process and of which 3 or more Goods have similar shortcomings, which coverage will apply until at least 2 years after the delivery date of the Goods in question;
- d. a Construction All Risks Insurance (CAR)/Construction and Assembly Works insurance policy with coverage for 'Client's Property' if work is being done on Goods at a Plukon site, or a AVB with coverage for oversight risk up to an amount at least equal to the relevant order value.

14.6. In addition to that stated in Article 14.5 of these Conditions, the Supplier must take out adequate insurance against the usual risks, including, but not limited to, fire, theft, water damage and (product) liability. At Plukon's first request, the Supplier will provide Plukon with (a) copy(s) of the insurance policy or policies with a minimum cover of €3,000,000 per event. All claims of the Supplier against the insurers of the Goods or Services to be provided under the aforementioned insurance policies will be pledged to it by the Supplier as soon as Plukon indicates that it wishes this.

14.7. If requested, the Supplier is obliged to have Plukon credited as a direct beneficiary on the policy in question so that Plukon will be able to sue the insurer directly in the event of a claim.

## 15. Termination

15.1. Plukon may - without prejudice to its right to compensation - terminate an Agreement with the Supplier or the Order to the Supplier with immediate effect, without being obliged to compensate the Supplier in this respect, without prior notice of default:

- (a) in the event of non-performance by the Supplier of any obligation to Plukon;
- (b) when prejudgment or executory attachment is levied against the Supplier;
- (c) if the Supplier applies for a moratorium and/or is granted a moratorium or if the Supplier is declared subject to the debt rescheduling scheme for natural persons, or if the Supplier offers a composition to its creditors, dies or goes out of business;
- (d) in the event of the Supplier's bankruptcy or petition for bankruptcy;
- (e) in the event of receivership, shutdown, liquidation of Supplier, full or partial transfer, or (silent) pledge of its business and/or any business assets and/or business claims,
- (f) in the event of force majeure on the part of the Supplier;
- (g) in the event that the control and/or ownership rights in Supplier change such that the majority interest changes.

15.2. Notwithstanding the provisions of Article 15.1, Plukon will observe a period of thirty (30) days when canceling an order for Perishable Agricultural and Food Products.

15.3. If one of the Parties proceeds to terminate on the grounds of this article or to dissolve or terminate the Agreement prematurely on another ground, no obligations to undo the performance already received by them will arise, unless the Agreement ends due to a shortcoming on the part of the

Supplier and Plukon does not wish to retain the Goods. The (financial) obligations outstanding between the Parties at that time will become immediately due and payable from the date of termination, except in the case where Plukon wishes to retain the Products and the payment term has not expired

- 15.4. In the event of both suspension of its obligations by Plukon and dissolution or termination of the Agreement by a Party, Plukon is entitled to demand immediate delivery, or to request repayment by the Supplier, of (the part of) the Goods in respect of which Plukon has already made payments. Plukon is entitled to delivery of all Goods under the Agreement if the circumstances that led to the termination of the Agreement are attributable to the Supplier.
- 15.5. Plukon is entitled to terminate the Agreement with a notice period of (thirty) 30 calendar days. If the Agreement is in the nature of a continuing performance contract and has a term of one year or longer, it may be terminated by Plukon at any time subject to a notice period of (sixty) 60 days, or the notice period stated in the Agreement if this is shorter.
- 15.6. If Plukon has entered into two or more related Agreements with the Supplier and one of those Agreements can be terminated under this provision, Plukon may also terminate the other related Agreement(s) as of the same date.
- 15.7. Plukon may also fully or partially terminate or cancel the Agreement or Order if Plukon, this at its sole discretion, receives such negative publicity as a result of or relating to the Agreement or Order that Plukon cannot reasonably be required to allow the Agreement to continue or to execute the Order. The Supplier is obliged to compensate all losses suffered by Plukon as a result of such termination.

## **16. Force majeure**

- 16.1. In the event of force majeure, Plukon is exempt from all its obligations under the Agreement with the Supplier during the period of force majeure, without any obligation to indemnify the Supplier.
- 16.2. Force majeure on the part of Plukon as referred to in Article 16.1 is defined as any circumstance independent of the will of Plukon, even if it was already foreseeable at the time the Agreement was concluded or the Order was given, which permanently or temporarily prevents performance of the Agreement, as well as - insofar as not already included therein - war, danger of war, civil war, riot, strikes, lockouts, a pandemic or epidemic (including, but not limited to, Covid-19 or any mutation thereof) a general lack of necessary raw materials, extreme price increases of relevant Goods (to the extent Supplier would be entitled to implement a price increase), shortcomings of suppliers, transport difficulties, fire, unworkable weather, revolutions, piracy, natural disasters in general, bird flu and other (epidemic) animal diseases that may affect Plukon's business operations and situations involving amended laws and regulations, including veterinary decisions, or any policy changes that could affect the business operations of Plukon and thus the fulfilment of its obligations, absence or delay of the veterinarian (the veterinary surgeon) who must be present during slaughter on the grounds of permanent supervision, terrorist actions, explosions, acts of war, water damage, flooding, sit-down strikes, lock-outs, import and export restrictions, government measures, machine defects, disruptions in the supply of energy or gas, all of this both in the company of Plukon and of third parties to whom Plukon has stored the items it requires for its business operations and also during storage or during transport, whether or not under its own management and furthermore all other matters that arise through no fault or risk on the part of Plukon.

## **17. Integrity and competition**

- 17.1. The Supplier represents and warrants that, with respect to the Agreement, neither (the company of) Plukon itself nor one or more of its managers, representatives, subordinates and/or non-subordinates or legal entities associated with the Supplier and their managers, representatives, subordinates or advisers directly or indirectly (i.e. through a third party) is/are/will be/have been



involved or will be/have been involved in consultations or agreements with other prospective companies regarding the setting of prices and/or the offering or giving of money or non-material benefits to be valued in money to one or more officials or other persons who are directly or indirectly involved in or can exert any influence on the establishment or execution of the Agreement, in a way that could be contrary to the provisions of the Competition Act and/or Articles 101 and 102 TFEU or the national and international provisions relating to bribery.

- 17.2. The Supplier further declares and guarantees that neither he nor one or more of his managers, subordinates and/or non-subordinates has promised, offered or provided or will promise, offer or provide any advantage in any form whatsoever to directors, representatives, subordinates and/or non-subordinates of Plukon, either directly or indirectly (i.e. via a third party), with a view to the conclusion or execution of any Agreement.
- 17.3. Supplier will also otherwise observe all national and international laws and regulations applicable to it and its Goods and Services, in particular those relating to labor, discrimination, environment, safety and health. In addition, the Supplier will observe Plukon's Code of Conduct applicable at any time, which can be consulted at: [<https://www.plukon.nl/codeofconduct/>].
- 17.4. Supplier warrants that its suppliers also comply with the provisions of Articles 17.1 to 17.3.
- 17.5. Plukon only does business with companies that respect the law and adhere to ethical standards and principles. Should Plukon receive information indicating the contrary, Plukon will inform Supplier and Supplier agrees to cooperate and provide Plukon with any information it needs to decide whether an allegation received is well founded and whether the Agreement or Order should remain in effect. Such information includes, but is not limited to, accounts, records, exhibits or other files.
- 17.6. Without prejudice to all other rights, Plukon may fully or partially terminate or cancel an Agreement or Order and/or claim compensation if the provisions of Article 17 have been violated in any way by or on behalf of the Supplier, without Plukon being obliged to compensate the Supplier for the termination or cancellation.

## **18. Order, safety, environment and animal welfare**

- 18.1. The supplier, its employees and third parties engaged by it are obliged to observe the legal safety, health and environmental regulations. Any operating instructions and regulations of Plukon relating to safety, health, the environment and animal welfare must also be complied with. The Supplier is obliged to enquire about this with Plukon. A copy of these possible rules and regulations will be made available free of charge on request.
- 18.2. Supplier shall actively pursue that its products, packaging, raw and auxiliary materials have the least possible impact on the environment.
- 18.3. The Supplier must notify Plukon in writing in the following cases as soon as possible, but no later than before the (first) delivery:
- (a) if, in performance of the Agreement, the Supplier supplies Goods and/or performs Services that are known to (may) pose a danger to humans, animals and/or the environment;
  - (b) if Supplier delivers Goods and/or performs Services in performance of the Agreement in which the danger mentioned under (a) occurs in combination with Goods and/or Services which it knows or reasonably should know that Plukon uses;
  - (c) if the use of the Goods and/or Services to be delivered by Plukon, as far as the Supplier knows or should reasonably know, results in waste products, with respect to which relevant laws or regulations are in force;

- (d) if the Goods to be delivered are themselves waste materials, in respect of which relevant laws or regulations are in force.

In each of these cases, Plukon is entitled to dissolve the Agreement in question in whole or in part.

## **19. Intellectual and industrial property rights**

- 19.1. All information, the request for quotation, sketches, drawings, models, designs, specifications, data, documents and other business information provided and/or produced by Plukon to the Supplier in the context of the (creation) of the agreement may not be used by the Supplier in any way other than for the purpose for which they are made available to him by Plukon and remain the property of Plukon at all times.
- 19.2. If the delivered Goods and Services or associated documentation and materials of the Supplier are subject to intellectual property rights, the Supplier hereby grants Plukon the right of use thereof free of charge by means of a non-exclusive, worldwide, non-cancellable, perpetual license, with the right to grant sublicenses, which Plukon hereby accepts. This right of use includes permission to carry out or arrange for the carrying out of all powers relating to or associated with the use of the delivered Goods and Services by or on behalf of Plukon in whatever way and in whatever form, on the condition that this takes place as part of Plukon's normal activities.
- 19.3. All intellectual property rights arising as a result of the performance of the delivery of Goods and Services by the Supplier or its personnel will rest with Plukon. The Supplier now transfers unconditionally, unencumbered and in full to Plukon all intellectual property rights relating to the Goods and Services, including the rights of reproduction and publication, without reserving any corresponding authority. This assignment and transfer is hereby accepted by Plukon. The parties expressly note that Article 19.3 is the instrument of transfer of the aforementioned intellectual property rights. Insofar as still necessary, this deed also functions as the deed of transfer of the intellectual property rights. Insofar as the aforementioned transfer does not result in the transfer of the intellectual property rights to Plukon (in advance), at the first written request of Plukon, the Supplier will immediately perform any act for the purpose of transferring the intellectual property rights, including but not limited to signing a written deed of transfer or any other document which has the purpose of transferring the intellectual property rights to Plukon. In this regard, the Supplier also hereby grants Plukon an irrevocable power of attorney to perform on behalf of the Supplier all that is necessary for the transfer of the intellectual property rights associated with the Goods and Services to Plukon.
- 19.4. To the extent permitted by law, the Supplier, also on behalf of its personnel, expressly waives its personality rights within the meaning of Section 25 of the Copyright Act.
- 19.5. The Supplier indemnifies Plukon against claims relating to infringement of intellectual property rights of third parties and similar claims such as those relating to know-how or unlawful competition. The Supplier is obliged to do all that is necessary to take all measures that can contribute to the prevention of stagnation at Plukon and to limit the extra costs to be incurred or loss to be suffered by Plukon in this connection, all this at the expense of the Supplier.
- 19.6. Contrary to the provisions of Article 19.2, if Plukon has contributed to a research or development process as part of the Agreement, all intellectual property rights, of whatever nature, that have arisen during that research or development process will rest with Plukon. The provisions of Article 19.3 apply accordingly. The Supplier will notify Plukon immediately after their creation of the items that are eligible for protection under intellectual property rights during the research or development process in question, and will provide Plukon with all the information and data required to submit an application for the registration of those intellectual property rights with the competent body or bodies. Plukon will in any event be deemed to have contributed to a research or development

process if Plukon has made (technical) know-how, test facilities and/or research and development budgets available or if Plukon has commissioned the development of specific Goods and/or Services in accordance with Plukon's instructions and/or specifications. Insofar as the (intellectual property) rights of the Supplier are used for the aforementioned intellectual property rights to which Plukon is entitled, the Supplier will grant Plukon the right to use these rights free of charge by means of a non-exclusive, worldwide, non-cancellable, perpetual licence, with the right to grant sublicences.

- 19.7. The Supplier will neither directly nor indirectly oppose the use of the licenses referred to in Articles 19.2 and 19.6 by Plukon as well as parties related to Plukon such as customers, suppliers, cooperation partners and other parties to be designated by Plukon.

## **20. Production Tools**

- 20.1. All items used for the purpose of production by or on behalf of the Supplier - such as dies, molds, stamps, prototypes, special tools and drawings ('production tools') and supplied by Plukon or manufactured or purchased by the Supplier for the benefit of Plukon, remain or become the property of Plukon immediately after their production.
- 20.2. Supplier shall be responsible for the storage and shall bear the risk of damage and/or loss of these production tools and shall ensure the necessary maintenance thereof. The production tools - if not being produced with them - shall be stored separately from the production area and from Supplier's or third parties' production tools.
- 20.3. Supplier will mark the production tools in such a way that Plukon can at all times exercise its property rights and have free access to these production tools.
- 20.4. If third parties threaten to appropriate the production tools, the Supplier must notify Plukon immediately.
- 20.5. Supplier shall not sell or transfer production tools to another party without Plukon's prior written consent.

## **21. Personal data**

- 21.1. Insofar as the Supplier processes personal data for Plukon as part of the performance of the Agreement, the Supplier is deemed to be a processor within the meaning of the General Data Protection Regulation (GDPR) and the Supplier will conclude a processor agreement within the meaning of Article 28 GDPR with Plukon before it will process personal data for Plukon. The Supplier is not entitled at any time to use or cause to be used in any way all or part of the personal data made available to it other than for the performance of the Agreement, except for different legal obligations. The Supplier indemnifies Plukon against all claims by third parties, including in respect of unauthorized use by the Supplier or by third parties, as a result of the breach of its obligations under the Agreement and processing agreement. Any fines imposed in this respect by the Personal Data Authority will be borne by the Supplier.
- 21.2. Supplier shall comply with all requirements under Article 28 GDPR when processing personal data and implement appropriate technical and organizational security measures within the meaning of Article 32 GDPR to secure the personal data against loss or against any form of unlawful processing.
- 21.3. The Supplier processes personal data in a proper and careful manner and in accordance with the applicable laws and regulations, as well as any applicable code of conduct of Plukon. The above also applies in full to cross-border transfer of personal data to non-EU countries. Before the Supplier will process personal data originating from Plukon in countries outside the EU, it must obtain the explicit written consent of Plukon for this. Insofar as the Supplier processes or has personal data

processed outside the Netherlands, it will ensure that the applicable laws and regulations of that country are complied with in respect of the processing of personal data.

- 21.4. The confidentiality obligations defined below in Article 22 apply mutatis mutandis to the processing of personal data.

## **22. Confidentiality**

The Supplier will observe confidentiality with respect to third parties - at all times - with regard to the conclusion and content of any Agreement entered into with Plukon, as well as with respect to all information which the Supplier receives from or on behalf of Plukon in the context of (the conclusion of) an Agreement, except if and to the extent that the Supplier is obliged to make certain disclosures to third parties on the grounds of any national or international statutory regulation or court order, in which case the Supplier will inform Plukon of this as soon as possible.

## **23. Applicable law and competent court**

- 23.1. The Agreement between Plukon and the Supplier is exclusively governed by Dutch law, on the understanding that applicability of the Vienna Sales Convention (CISG) is excluded.

- 23.2. All disputes arising from or related to an Agreement entered into between the Parties shall be submitted exclusively to the Court of Rotterdam (the Netherlands).

- 23.3. Notwithstanding the provisions of Article 23.2, Plukon is at all times entitled to summon the Supplier, if it so wishes, to appear before the competent court in accordance with Dutch law, the applicable EU Regulation or the applicable international treaty, or, if it so wishes, to submit a dispute with the Supplier to the Disputes Committee on Unfair Trade Practices in the Agricultural and Food Supply Chain in accordance with the regulations of this Disputes Committee, or, if it so wishes, to commence arbitration proceedings against the Supplier in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute (NAI). In the latter case arbitration shall be carried out by three arbitrators, the place of arbitration shall be Zwolle (the Netherlands) and the arbitral tribunal shall decide according to the rules of law.

- 23.4. Notwithstanding the provisions of Article 23.2, the Supplier is entitled to submit a dispute with Plukon relating to the application of Articles 2 to 4 of the Unfair Trade Practices Act for the Agricultural and Food Supply Chain, if the assessment against Article 5 of the aforementioned Act shows that Articles 2 to 4 of this Act are applicable in the relationship between Plukon and the Supplier, to the Disputes Committee on Unfair Trade Practices for the Agricultural and Food Supply Chain in accordance with the Regulations of this Disputes Committee.

## **24. Translations**

Translations of the Conditions may be circulated. However, the Dutch text is always normative and will prevail over any translation.

## **25. Modification of Terms**

- 25.1. Plukon is authorized to unilaterally make changes to the Terms, with the exception of the Terms for Agricultural and Food Products, to the extent that such changes relate to the frequency, method, place, timing or volume of delivery of the Agricultural and Food Products, quality standards, payment terms or prices.

- 25.2. Plukon shall send the amended Conditions to Supplier, after which the amended Conditions sent shall be deemed to be accepted by Supplier.

Amendments shall take effect at the time of entry into force announced when the amended Conditions are sent. If no time of entry into force has been announced, amendments vis-à-vis the Supplier shall take effect immediately.

- 25.3. If the Supplier objects (which must be done in writing within 5 working days of receipt of the Conditions) to the amended conditions, Plukon is entitled to terminate all then existing Agreements with the Supplier with immediate effect, without any obligation to compensation arising on the part of Plukon in that case.

#### **ANNEX SUPPLY OF SERVICES**

BELONGING TO THE GENERAL TERMS AND CONDITIONS OF PURCHASE OF PLUKON FOOD GROUP B.V.

This Annex Supply Services is a supplement to the Conditions and they apply in addition to the provisions in the Conditions if the Supplier (also) supplies Services. Capitalized words in the Annex Supply Services have the same meaning as in the Conditions.

Auxiliary Person means a natural person working for the Supplier, regardless of the contractual relationship with the Supplier (contract of employment or otherwise), or the person working for a third party contracted by the Supplier after permission from Plukon, who will perform work for the benefit of Plukon.

#### **26. Services**

- 26.1. Plukon may change the location where the Services are performed, provided it notifies the Supplier in a timely manner. If the change demonstrably leads to higher costs for the Supplier, these may

be eligible for reimbursement after mutual consultation if this is set out in writing by Plukon and the Supplier. In the opposite case, Plukon is entitled to a corresponding reduction in compensation.

- 26.2. If Plukon has entered into the Agreement with a view to its performance by one or more specific Auxiliary Persons, the Supplier will ensure that those persons are and remain in charge of performance. The Supplier is authorized to replace its Auxiliary Persons, on the proviso that the Supplier gives prior notice and Plukon is given the opportunity to object. Plukon shall not refuse its consent on unreasonable grounds and may attach conditions thereto.
- 26.3. The day-to-day management and supervision of the performance of the Services shall rest with Supplier unless otherwise agreed in writing.
- 26.4. If the work is performed on Plukon's premises, the Auxiliary Persons will comply with all house rules set by or on behalf of Plukon.

## **27. Absence and replacement of Auxiliary Persons**

- 27.1. The Supplier guarantees the proper progress of the work at Plukon. Where this serves the successful execution of the work, the Supplier will coordinate the leave and other types of absence of its Auxiliary Persons with the planning of the work at Plukon.
- 27.2. If a Supplier is working on the basis of a "free replacement" model agreement approved by the Tax Authorities, Plukon cannot attach any conditions to a proposed replacement, but Plukon is entitled to terminate the assignment with immediate effect without owing any compensation to the Supplier.
- 27.3. In the event of replacement of Auxiliary Persons at the request of Plukon or the Supplier, the Supplier will not charge any related costs to Plukon, unless the Supplier demonstrates that a request by Plukon for replacement had no reasonable basis.
- 27.4. In the event of replacement of Auxiliary Persons, the Supplier shall make available, at the same rate, Auxiliary Persons who are at least equivalent in terms of expertise, training and experience to the Auxiliary Persons originally deployed.
- 27.5. At Plukon's first request, the Supplier must ensure adequate replacement of Auxiliary Personnel, if Plukon has a reasonable suspicion that the Auxiliary Person in question will (or may) engage in activities that (may) harm Plukon.

## **28. Subcontracting, on-lending**

- 28.1. When executing the Agreement, the Supplier may only use the services of third parties with the prior written consent of Plukon. Further conditions may be attached to this permission by Plukon.
- 28.2. Consent of Plukon does not affect the Supplier's own responsibility and liability, for the fulfillment of its obligations under the Agreement and those under applicable statutory obligations.
- 28.3. Supplier is obligated to impose all of its obligations under this Agreement in full on all parties with whom it enters into contracts for the purposes of performance of the Agreement. The Supplier is hereby also obliged to stipulate that these parties subsequently include the contract obligations in full in agreements that they enter into for the purposes of the performance of the Agreement. The Supplier is liable and indemnifies Plukon for all losses resulting from the conduct and/or omissions of third parties engaged by the Supplier, as being its own conduct and/or omissions.

## **29. Travel and stay time Auxiliary persons**

Travel and subsistence time and expenses or other additional costs of Auxiliary Persons shall, unless explicitly agreed otherwise in writing, be borne by the Supplier.

**30. Indemnification, hirer liability**

- 30.1. Supplier guarantees that (the deployment of) the Auxiliary Person complies with all laws and regulations and all provisions in this Annex Supply of Services. If applicable, Supplier also warrants that the Auxiliary Person is remunerated in accordance with the statutory and/or collective bargaining provisions
- 30.2. The Supplier shall record in a comprehensible and accessible manner all employment conditions for the purposes of performance of the Agreement. If requested, the Supplier will provide competent bodies with access to these terms and conditions of employment and cooperate in controls, audits or wage validation. On request, the supplier will provide Plukon with access to these employment conditions agreements if Plukon considers this necessary in connection with a wage claim relating to work carried out for the purposes of the Agreement as well as when irregularities are detected.
- 30.3. The Supplier indemnifies Plukon against all possible claims by third parties (such as Auxiliary Persons, the Tax Authorities, the UWV (Employee Insurance Agency), Dutch Labour Inspectorate, etc.), including but not limited to: i) claims in connection with wages and/or other emoluments arising from the Agreement, ii) claims based on accidents and iii) claims based on the alleged existence of an employment contract, as well as all damages arising from such claims, including the costs of legal assistance.
- 30.4. On commencement of the work and every subsequent calendar year thereafter, the Supplier will provide Plukon on first request with a statement from the Tax Authorities and/or UWV regarding payment behaviour, which will also state that with respect to the Auxiliary Personnel, the payment of taxes and social contributions has taken place correctly, on time and in full. Failure to comply with this obligation gives Plukon the right to dissolve the Agreement immediately, without being liable to pay compensation to the Supplier in any way.
- 30.5. Plukon may pay the payroll taxes and sales tax that Supplier is required to pay in connection with the performance of the Agreement:
- (a) Deposit directly with the Tax Authorities/Internal Revenue Service; or
  - (b) pay into a so-called G-account (a blocked account) of the Supplier in line with applicable laws and regulations. If the Supplier does not have a G account, it will open a G account at Plukon's first request and do all that is necessary for its use.
- 30.6. The Supplier indemnifies Plukon against all possible losses suffered by Plukon as a result of the Supplier's failure to comply with its obligations under this article. The Supplier indemnifies Plukon against all possible claims in this regard, including claims by the Tax Authorities regarding turnover tax, payroll tax, employee insurance contributions and national insurance contributions, including any interest and penalties. The Supplier will further indemnify Plukon for losses suffered by Plukon or a third party to the extent that these losses were caused by the actions or omissions of the Auxiliary Person.

**31. Foreign Nationals Employment Act**

- 31.1. Supplier is responsible for compliance with the Foreign Nationals Employment Act (Wet arbeid vreemdelingen; Wav). Supplier declares and vouches for compliance with the provisions of the Wav for the Auxiliary Persons.
- 31.2. Supplier is obliged to identify its Auxiliary Persons before the commencement of the work on the basis of a legally valid identity document and to keep a copy of the identity document of Employees in its records. Supplier shall provide Plukon with the following information:
- a. name, address and residence information;
  - b. the date of birth;
  - c. the BSN number;

- d. the nationality;
- e. the type of ID, number and period of validity;
- f. if applicable, the presence of an A1 certificate, residence permit work permit or notification including number and period of validity.

31.3. Plukon will keep the aforementioned data, together with a specification of the hours worked and the extract from the trade register of both the Supplier and the ZZP'er provided by the Supplier, in its records.

31.4. Plukon shall at all times be entitled, but not obliged, to check compliance with this article unannounced, wherever and at whatever time, as well as to establish the identity of Auxiliary Person(s), as well as to establish the authenticity and validity of the proof of identity of the Auxiliary Person(s) concerned. Supplier shall require the Auxiliary Person or Auxiliary Persons concerned to cooperate in these checks.

### **32. Registration Waadi(Posting of Workers by Intermediaries Act)**

32.1. The Supplier confirms that throughout the term of the Agreement, if applicable, it is registered with the Chamber of Commerce in accordance with the WAADI and is in possession of all permits and certificates, including the applicable NEN 4400-1 or 4400-2 certificate, to carry out the Agreement. The Supplier will provide Plukon with an extract of the Supplier's company, which extract will have a date no later than one month after the date of signature of the Agreement.

32.2. If the Supplier breaches the WAADI, as a result of which a penalty is imposed on Plukon, this penalty and other costs incurred by Plukon as a result are payable in full by the Supplier. The Supplier indemnifies Plukon in this regard.

### **33. Additional obligations regarding self-employed workers (ZZP'ers)**

33.1. Supplier guarantees that ZZP'ers deployed by it work on the basis of a model agreement concluded between it and the ZZP'er that has been approved by the Tax Authorities, so that maximum certainty exists with regard to working outside (fictitious) employment. The Supplier guarantees that the model agreement has the approval of the Tax Authorities not only on commencement, but also throughout the term of the assignment and that in practice the Supplier and the ZZP'er act in accordance with what the Supplier and the ZZP'er have agreed. Plukon reserves the right to set additional conditions if legislation or regulations change.

33.2. If the Tax Authorities rule that there is a (fictitious) employment relationship, the Supplier will reimburse Plukon for the VAT wrongly invoiced to Plukon and any VAT already paid by the Supplier, and indemnify Plukon for the remainder of all losses (including losses due to any penalties and interest) resulting from the (unintentional) existence of a (fictitious) employment relationship.

These Terms and Conditions have been filed at the office of the Commercial Register of the Chamber of Commerce on December 22, 2023, under number 30255837.