

GENERAL TERMS AND CONDITIONS OF MHP TRADE B.V.

1. Applicability and General Provisions

1.1. In these General Terms and Conditions (“**Terms and Conditions**”), the following terms are defined as follows:

Seller: the private company with limited liability MHP Trade B.V., with its registered office at: Stroombaan 16, 1181 VX, Amstelveen, The Netherlands, registered with the Netherlands Chamber of Commerce under no. 71930973, and/or any of its affiliates.

Buyer: the legal entity or person accepting an offer or quotation given by Seller for the sale of goods and/or Services or whose order for goods and/or services is accepted by Seller.

- 1.2. These Terms and Conditions apply to all agreements and obligations between Seller and Buyer and the offers, tenders and deliveries of or by Seller. Any deviations from these Terms and Conditions are only valid if expressly agreed in writing (including by electronic means of communications). The applicability of any general terms and conditions of Buyer is hereby expressly rejected.
- 1.3. By accepting an offer offered by Seller, Buyer is deemed to have read these Terms and Conditions and to have accepted them without reservation.
- 1.4. Buyer agrees to the applicability of these Terms and Conditions to subsequent contracts between Seller and Buyer. Seller is entitled to amend or supplement these Terms and Conditions unilaterally. Seller shall inform Buyer in good time of any amendments or supplements to these Terms and Conditions.
- 1.5. Business terms used in these Terms and Conditions, offers, confirmation of orders or otherwise must be interpreted in accordance with the most recent version of the Incoterms issued by the International Chamber of Commerce (ICC), in the version as is in effect at the entering into of an agreement.

2. Agreements

- 2.1. All offers, tenders and other notifications from Seller about the goods or services are without obligation and will not bind Seller as a result thereof. Verbal arrangements, agreements and addendums to or amendments of an agreement between parties will only bind Seller if these are confirmed in writing (including by electronic means of communications) by Seller. In the event of conflicts between the order from Buyer and the confirmation by Seller, the confirmation by Seller will be exclusively binding.
- 2.2. Seller reserves the right to withdraw an offer accepted by Buyer within 2 days of receipt of the acceptance.
- 2.3. An agreement is concluded when a) Seller has confirmed the agreement in writing (including by electronic means of communications), or; b) Seller has commenced performance of the agreement.
- 2.4. If Buyer's acceptance deviates (on minor points) from the offer included in the tender, this deviation shall only be valid if expressly agreed in writing (including by electronic means of communications).
- 2.5. Under all circumstances is Buyer obliged to maintain strict confidentiality of all information that comes to the knowledge of Buyer in the context of the delivery of goods or services and about which Buyer can reasonably suspect that this is confidential. Confidential information includes in any event – but is not limited to – the prices applied by Seller, the commercial arrangements made between parties, the contents of sales contracts, product specifications and any claims, suits, or proceedings whatsoever. This Article 2.5. shall remain in effect indefinitely and shall survive any termination (*opzegging*), dissolution (*ontbinding*) or annulment (*vernietiging*) of the agreement whatsoever.
- 2.6. Cancellation by Buyer of a concluded agreement can only take place with prior written consent of Seller. If Seller agrees to cancellation, Buyer owes Seller the damages resulting from cancellation.

3. Delivery

- 3.1. Stated delivery periods and delivery dates are always an estimate and never serve as a fatal term. Delivery periods commence on the day on which the agreement is concluded, unless agreed otherwise.

- 3.2. Failure by Seller, for whatever reason, to meet a delivery date, shall not entitle Buyer to seek compensation, termination of the agreement or non-fulfilment or suspension of any obligation ensuing from the agreement, or any related agreement.
- 3.3. Seller is entitled to deliver the goods in parts, unless Buyer objects to this in writing (including by electronic means of communications).
- 3.4. Seller is entitled to invoice partial deliveries separately.
- 3.5. Except insofar the applicable Incoterm provides otherwise, Buyer will be obliged to immediately take delivery of the goods, as soon as the goods are ready for Buyer for taking delivery of and Seller has informed Buyer thereof. In the event Buyer fails to take delivery, Seller shall have the right to store the goods at the expense and risk of Buyer, without prejudice to Seller's other rights, such as to dissolve the agreement in part or in full by means of a written notification and/or to claim full compensation. If Buyer has failed to take delivery and Seller has stored the goods at the expense at risk of Buyer, Buyer cannot refuse to make payment due to taking delivery not having taken place.
- 3.6. Insofar as Buyer has an obligation to unload the goods Buyer will be obliged to do this immediately. Except insofar the applicable Incoterm provides otherwise, Buyer is responsible for ensuring the sound condition of unloading equipment and competent personnel so that the safety of persons and goods is safeguarded. In the event of failure to fulfil this obligation, the provisions under 3.5. will apply mutatis mutandis.

4. Complaints and liability

- 4.1. Buyer is obliged to inspect the goods thoroughly immediately after the delivery for any derogation from that which has been agreed. Buyer undertakes to arrange that this inspection takes place either upon delivery of the goods at Buyer's delivery address or upon loading the goods for transportation at Seller's location. Any shortfall must be noted on the consignment note or delivery document, duly signed and indicating the correct quantity.
- 4.2. Buyer shall notify Seller in writing of complaints concerning physically noticeable shortfalls and other defects (in the form posted on the MHP Trade B.V. website <https://mhptrade.nl/for-partners/>) within twenty-four (24) hours after the delivery via the e-mail-address claims@crm.mhptrade.nl, failing which Buyer shall no longer be entitled to invoke an instance of non-compliance. This is an expiry period.
- 4.3. Buyer shall notify Seller in writing of complaints concerning non-physically noticeable shortfalls and other defects (in the form posted on the MHP Trade B.V. website <https://mhptrade.nl/for-partners/>) within five (5) calendar days after the delivery via the e-mail-address claims@crm.mhptrade.nl, failing which Buyer shall no longer be entitled to invoke an instance of non-compliance. This is an expiry period.
- 4.4. In derogation from the previous paragraphs, in the case the goods in question have an expiry date and the defect is of such a nature that the goods have a shorter shelf life than the indicated expiry date, complaints can be filed via the aforementioned e-mail-address until the expiry date has elapsed, under the condition that Buyer proves that it stored the goods in question without interruption in accordance with the conditions attached to the shelf life guarantee and the goods in question are packed in an original package that not has been opened and therefore proven unused. This is an expiry period.
- 4.5. The time limits described in paragraphs 4.2, 4.3 and 4.4 of this Article do not prevent an earlier lapse of the right to damages in the event of breach of the general obligation to make a complaint under Section 89 of Book 6 of the Dutch Civil Code.
- 4.6. Following the lodging of a complaint in accordance with the provisions of this Article, Seller shall strive to notify Buyer in writing (including by electronic means of communications) of its decision on the complaint within ten (10) working days of receipt of the complaint, unless in the event Seller has conducted laboratory tests for investigation, in which case Seller shall strive to notify Buyer in writing in writing (including by electronic means of communications) of its decision on the complaint within thirty (30) working days of receipt of the complaint.

- 4.7. Legal actions and defences founded on facts which justify the position that the goods as supplied fail to comply with the agreement, lapse (*vervallen*) six (6) months after the notification, or within six (6) months after receipt of the goods, whichever is the latest.
- 4.8. Seller cannot derive any rights from any images, descriptions and information about prices, dimensions, weight and quality of the goods in price lists, on websites, or in other general publications of Seller or third parties. Seller will not be responsible for the suitability of the goods for any purpose for which Buyer wants to use, process, or modify the goods, unless Seller has expressly confirmed the suitability for that purpose in writing (including by electronic means of communications) to Buyer. Quality requirements or quality standards of goods are only valid if and insofar as explicitly agreed upon by the parties. In case of any quality disputes Seller's goods specification or, in the absence thereof, the production factory's specification, shall prevail over Buyer's specification. Slight deviations (1,5% or less) and differences in the quality, color, size, weight or finish shall not be deemed to be a shortcoming and shall not constitute grounds for dissolution or compensation. Loss of weight due to thawing, refrigeration and/or refreezing cannot be deemed a shortcoming on the part of Seller.
- 4.9. In case of damage to the Buyer caused by quantitative and qualitative non-conformities of Goods or errors in documents (the preparation of which is the responsibility of MHP), the Buyer must provide receipts or any other documents confirming the fact of the occurrence of the Buyer's losses, and the corresponding calculations of the losses. Seller shall not be liable for indirect loss or damage (including consequential loss or damage), irrespective of the circumstances in case Buyer has quality complaints on the end products, manufactured from the goods, supplied by Seller.
- 4.10. Any liability of Seller is limited to the amount that is paid out under Seller's general liability insurance policy in the matter concerned, plus the applicable excess. In the absence of any payment by the insurer, the liability of Seller will be limited to the amount that has been received by Seller for the item or service relating to the liability.
- 4.11. Any reliance on the limitation of liability of this article also accrues to the employees, directors, representatives, subcontractors, and auxiliary persons engaged by Seller.
- 4.12. If the Buyer fails to make payment in full in accordance with the terms of the agreement, the Buyer shall pay penalty interest in the amount [0.1% of the delayed payment] for each day of delay starting from the day on which payment was due till the actual date of payment, without prejudice to any other rights of Seller under the law, any agreement these Terms and Conditions or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages).
- 4.13. If the Seller does not receive the payment within the specified period and/or in full, the Seller may suspend performance of the agreement, including delay the goods consignment or redirect it to another Buyer. In this case, the Buyer shall (i) compensate for all losses incurred by the Seller due to the delay and/or redirection of the goods consignment, namely: delivery from the goods shipment warehouse to the place of its temporary storing/redirection of the goods, penalties imposed on the Seller by logistics and transport companies and other costs according to Incoterms and (ii) pay the liquidated damages in the amount of 20% of the unpaid price of the goods, without prejudice to any other rights of Seller under the law, any agreement, these Terms and Conditions or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages). Should the Seller apply this clause, the Seller shall send the Buyer an e-mail with the calculation of the amount of losses and liquidated damages, and the Buyer shall pay the calculated amount by transferring funds to the bank account of the Seller within 7 (seven) calendar days of the receipt of the Seller's e-mail.
- 4.14. Buyer indemnifies Seller against all claims by third parties for compensation of damage, as well as against all costs and damage ensuing therefrom for Seller, which ensue directly or indirectly from the goods or services sold by Seller to Buyer, including any work or advice.

5. Retention of title (*eigendomsvoorbehoud*)

- 5.1. All delivered goods remain property of Seller until Buyer has fulfilled all its payment obligations regarding goods and services supplied and to be supplied. Until that time Buyer shall be obliged to keep the goods delivered by Seller separate from other goods and to clearly mark these goods as the property of Seller and to properly insure and keep insured these goods, as well as to refrain from proceeding with processing or modification of the goods. As long as Seller has a claim on Buyer, Seller shall be entitled to take back the goods delivered.
- 5.2. Seller will not be entitled to dispose of the goods delivered subject to retention of title, or as the case may be to establish a (nonpossessory) right of pledge on the goods concerned, or to otherwise encumber these goods, for as long as the aforesaid claims have not been settled.
- 5.3. In the event Buyer does not fulfil its payment obligations, or if there is well-founded fear that Buyer will not fulfil the aforesaid obligations, Seller will be entitled without the requirement of notice of default, to immediately take possession of the delivered goods wherever these might be situated. The costs thereof will be at the expense of Buyer.

6. Prices and Payment

- 6.1. Unless explicitly stated otherwise, all prices offered by Seller are based in the data provided with the application, are based on delivery "ex works" and are exclusive of turnover tax and other duties. Seller may pass on price increases in the event price changes have occurred between the time the agreement was concluded and the delivery of the goods with regard to, for example, exchange rates, equipment, wages, energy, social security costs, taxes, raw materials or packaging material, also including the prices passed on to Seller by third parties.
- 6.2. The prices of Seller are expressed in Euros and exclude VAT, unless otherwise agreed in writing (including by electronic means of communications). The exchange rate risk is for Buyer's account and risk.
- 6.3. The applicable payment term is a fatal term. In the event Buyer exceeds this term, Buyer shall be in default with immediate effect and without prior notice of default.
- 6.4. Unless stated otherwise in Seller's sales confirmation, every payment must take place on pre-payment basis. Derogating payment arrangements must be agreed in writing (including by electronic means of communications). Buyer is not entitled to set off any claims against Seller, to apply any discount, nor to suspend the fulfilment of its obligations, even in the event of complaints, unless Seller agrees otherwise in writing (including by electronic means of communications). Seller is entitled to set off any claims against Buyer.
- 6.5. In the event Seller must take judicial and/or extrajudicial measures related to late payment, including sending one single demand letter, all costs ensuing therefrom will be at the expense of Buyer, which will be deemed to amount to at least 15% of the outstanding claim with a minimum of 150 Euro.

7. Dissolution (*ontbinding*) and suspension (*opschorting*)

- 7.1. Without being liable to pay damages and without prejudice to its rights and remedies and without a notice of default or judicial intervention being required, Seller is entitled to dissolve (*ontbinding*) an agreement wholly or in part at any time with immediate effect, or to suspend (*opschorting*) the (further) performance of the agreement in the event Buyer fails to comply with its obligations under the agreement, or in the event Buyer applies for moratorium, if Buyer submits a petition for its own bankruptcy, or a petition for bankruptcy order for Buyer is submitted; or as the case may be if Buyer (as a natural person) dies, or Buyer (as a legal entity or enterprise) is liquidated or dissolved.

8. Disputes

- 8.1. The law of the Netherlands applies to all agreements and all (legal) acts that these Terms and Conditions apply to. The applicability of the United Nations Convention on Contracts for the International Sale of goods (Vienna Sales Convention) is excluded.

- 8.2. All disputes related to the agreements and the (legal) acts that these Terms and Conditions apply to, which have arisen between parties, will be settled exclusively by the competent court in Amsterdam.
- 8.3. In the event of differences between the translated versions of these Terms and Conditions, the English text will always prevail.

9. Assignment

- 9.1. The Buyer may not assign the agreement, or any of its rights or transfer any of its obligations under the agreement to a third party without the Seller's prior written approval. The Seller may assign its rights and transfer its obligations under the agreement in part or in full to another company of the MHP Group (shall mean all Seller's Beneficiaries, Subsidiaries, both individually and jointly) without the Buyer's prior written approval. Otherwise, neither Party shall assign its rights or transfer its obligations under the agreement (including by operation of law) or otherwise delegate its rights and/or obligations in whole or in part or subcontract any duty or obligation under the Agreement to any third party without the prior written approval of the other Party.

10. Severability

- 10.1. If any provision or a part of any provision of the Terms and Conditions and/or the agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision and the remaining provisions of the Terms and Conditions and/or the agreement shall not in any way be affected or impaired thereby. The Parties agree to modify or to use all reasonable endeavours to substitute any illegal, invalid or unenforceable provision with a legal, valid or enforceable provision in order to achieve to the greatest extent possible the intended effect of the provision or part of the provision to be modified or replaced.

11. Combating corruption and bribery

- 11.1. The Parties shall adhere to anti-corruption legislation, applicable to each of the Parties. None of the Parties shall give or agree to give any person or accept or agree to accept from any person on behalf of the other Party any gift, payment, remuneration, financial, non-financial advantages or benefits of any kind or any right, which is an illegal or corrupt practice under the applicable legislation.
- 11.2. Seller and all Seller's business partners operate to be fully compliant with the principles of legality and transparency, under the highest standards of business ethics and intolerance of fraud, bribery, and corruption and avoiding wrongdoings.
- 11.3. Each Party undertakes and warrants to the other Party that the Party, its affiliates, employees, or representative do not receive, pay or offer any funds (or other values and benefits) to influence actions or decisions to obtain unlawful advantages or achieve other illegal purposes.
- 11.4. Each Party undertakes and warrants not to take any other actions violating the requirements of national anti-corruption and anti-bribery legislation and international standards on combating money laundering.
- 11.5. The Parties undertake not to use received funds and/or property to finance or support any activity that may violate applicable law, including anti-corruption requirements.
- 11.6. Each Party including its employees undertakes not to offer, not to give, not to promise or agree to provide to the representatives of the other Party or their relatives, directly or indirectly, any unlawful funds or other property, privileges, services, intangible assets, or other benefits, in order to obtain, provide or encourage the receipt/provision of unlawful or unreasonable benefits in their favour.
- 11.7. Upon the first request, each Party undertakes to provide the other Party with written information on all types of business hospitality provided above the other Party's approved business hospitality limit (i.e., gifts, events, and other types within the generally accepted understanding of business hospitality
- 11.8. Each Party undertakes to ensure that there is no actual or potential conflict of interest while signing and executing an agreement. If the Party becomes aware of any existing or potential conflict of interest, it shall notify the other party immediately.

11.9. If any Party, including its employees, breaches the above obligation, the other Party might terminate an agreement immediately and unilaterally, and to claim damages caused. Seller immediately blocks a business partner and stops any potential with him in case of such violations.

12. Compliance with sanctions

12.1. The Parties (their managers, representatives, staff, ultimate beneficial owners (individuals), shareholders) undertake to comply with the agreement and carry out activities in strict compliance with the principles of legality and transparency, avoiding any offences/illegal actions in accordance with the highest standards of business ethics and compliance, intolerance fraud, bribery, corruption and money laundering, including their use to finance or support any activity that may violate the above guarantees. Additionally, the Parties guarantee on the date of the agreement and at any time during the term of validity of the agreement the absence:

12.1.1. The violations of laws related to money laundering and terrorist financing, or violations that qualify as fraud, tax evasion or other economic crimes. This condition does not apply to offenses or crimes less than 3 (three) years after the indictment or in case of an availability of amicable settlement, as well as if the Party confirms to the other Party that the allegations are unfounded and there is no verdict of the competent authority of the state.

12.1.2. The sanction, namely: trade, economic, financial or other sanctions, rules, embargoes or restrictive measures imposed (including after the date of signing the Agreement) by the body responsible for imposing sanctions. "Sanctions Authority" means the competent authority of the United States, the United Nations, the United Kingdom, the European Union, including its Member States, and Ukraine, the countries of registration of the Parties (including their founders and ultimate beneficial owners (individuals)); any departments of the above-mentioned bodies or governments empowered to impose sanctions in the countries mentioned above.

12.1.3. The residence of the Party (its founders/ ultimate beneficial owners (individuals)/shareholders with a share of more than 10%) in the prohibited territory.

12.1.4. Activities of the Party in the prohibited territory, which means that the Party has no representative offices and/or offices in the prohibited territory, as well as the absence of registered and/or located in the prohibited territory suppliers, buyers, subcontractors, carriers, producers, consignees other partners of the Party, which involved in the execution of the Agreement or in the route of payments on it.

«The prohibited territory» means any country against which any Sanctions Rules are administered, enacted or enforced by any Sanctions Authority or notwithstanding existence of abovementioned Sanctions Rules restricted territories include the Russian Federation, the Republic of Belarus, Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol, the temporary occupied territories of Ukraine other countries or territories in which the sanctions, specified in clause 12.1.2, are extended above.

12.2. Either Party may by sending a prior written notice the other Party suspend its performance or unilaterally terminate the Agreement (without the other Party's right to damages and compensation) if it receives notice / information of breach of safeguards by the other Party under clause 12.1.

12.3. In case of suspension or termination by the Seller of Agreement, as set forth above, the Seller may at its discretion demand the Buyer and the Buyer is obliged to provide payments for the goods delivered prior to the date when the Buyer receives prior written notice of suspension or termination of the agreement.

13. Force-majeure and prohibitions

13.1. Neither Party will be liable for delay or failure to fulfill its obligations under the Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to natural disasters, strikes (legal and illegal), warfare, conducting anti-terrorist operations (and any similar military actions), or other civil

unrest, blockade, embargo, banning the export or import of the Product, quotas, change in legislation or international instruments, acceded to by the countries of the Parties, adopting by authorities of the countries of Parties of legislative and/or regulatory (legitimate or illegitimate) acts, which make it impossible to fulfill the obligations under the Agreement, and other actions of ecological, technogenic, military and social nature that do not depend on the will of the Parties ("**Force Majeure Event**").

- 13.2. In case of a Force Majeure Event, the Party to which it has occurred, shall notify the other Party in writing (including by electronic means of communications) of the fact of its occurrence no later than the date of commencement of performance obligation under the Agreement, which such circumstances make impossible, and if the performance has already begun no later than within 2 working days the date of occurrence of such circumstances. The onset of a Force Majeure Event shall be confirmed by the Chamber of Commerce and Industry or another duly authorized body of the country in which a Force Majeure Event has occurred. Failure to comply with the terms of this clause shall deprive the Party of the right to invoke a Force Majeure Event for the exemption from liability for breach of the Agreement.
- 13.3. Subject to compliance by the Party, which invokes force majeure Event, clause 13.2. the occurrence of a Force Majeure Event shall automatically extend the period for performing the obligations under the Agreement for the period equal to the duration of such circumstances.
- 13.4. The Party affected by a Force Majeure Event shall use all reasonable endeavors to mitigate its effect in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, gaining access to it or to the means of communication (including the email of the party's representative), power outages, changes in economic conditions, non-performance of obligations by a counterparty/customer of the Buyer and the lack of necessary funds of the Buyer, strike and other labor dispute of any Buyer's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event for the Buyer within the meaning of this section 13.
- 13.5. If a Force Majeure Event continues to exist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Agreement by giving 5 (five) working days prior written notice to that effect to the other Party (without the other Party being entitled to damages or compensation). The Agreement shall be terminated on the date specified in such notice.
- 13.6. In case of termination of Agreement on the basis of clause 13.5, the Buyer shall make all payments for the delivered Product within 5 (five) working days from the date of termination of the Agreement.
- 13.7. "Circumstances of War" includes, but is not limited to, any existing or declared war, an act of war, civil war, revolution, insurrection, foreign invasion or aggression, hostilities, anti-terrorist operations (and any other similar actions) establishment of mines, terrorist acts or other public riots. In the event of circumstances of war for the Party that prevent and / or hinder the Party from fulfilling its obligations under the Agreement or any of its unfulfilled parts, the Party has the right to unilaterally terminate the Agreement or any of its unfulfilled parts, by sending a written notification thereof to the other Party.