

## **GENERAL TERMS AND CONDITIONS OF PURCHASE OF BANKETBAKKERIJ NORA B.V.**

### **Article 1 – Applicability**

1.1 These general terms and conditions of purchase apply to all quotations, orders and agreements with our suppliers. The term 'supplier' refers to any natural person, legal entity or entity supplying goods or services under a trade or business.

1.2 Unless otherwise agreed in writing, these terms and conditions also apply to future deliveries or services.

1.3 Individual agreements between the parties take precedence over these terms and conditions. The present terms and conditions supplement the individual agreement to the extent that it includes no deviating provisions.

1.4 The supplier's general terms and conditions shall apply only if expressly accepted by us in writing. Silence on our part does not constitute acceptance.

1.5 Amendments or additions to the agreement shall only be valid if agreed in writing. In these terms and conditions, 'in writing' or 'written' also includes electronic communication such as email or messages through an electronic ordering environment, provided that the sender's identity and the integrity of the contents are sufficiently established.

### **Article 2 – Supplier's offer**

2.1 Offers are made in writing and are free of charge. All costs relevant to the performance of the agreement shall be clearly specified. Estimates are stated as such and, where possible, broken down into daily rates and cost components (such as travel expenses).

2.2 The offer fully specifies the goods or services to be supplied, including all components required for safe and proper use. For foodstuffs, this includes allergen information, a list of ingredients, use-by dates and storage instructions. Components that are essential for a normal use of the goods are included in the delivery, unless expressly agreed otherwise.

2.3 In its offer, the supplier shall expressly inform us in writing of any safety or environmental risks, potential infringements of third-party rights, and any need for special handling (in particular storage). Should new information become available after the offer was made, the supplier shall notify us in writing without delay.

2.4 The supplier shall be bound by the offer for fourteen (14) calendar days minimum following receipt by us, unless a longer period is deemed reasonable under the circumstances.

2.5 The supplier shall inform us in advance if any subcontractors are engaged for the performance of the agreement. The supplier shall continue to be fully responsible and liable at all times.

### **Article 3 – Order and performance**

3.1 Agreements are concluded upon our written orders. The supplier shall confirm receipt and acceptance in writing within three (3) working days after receipt. This period shall be three (3) working days for orders placed through the supplier's electronic platform.

3.2 The supplier is permitted to refuse the order, stating reasons, only within the period specified in Article 3.1. In the event of late refusal, the order shall be deemed to have been accepted.

3.3 Orders can be placed through our electronic ordering system or through the supplier's electronic platform. 'Written confirmation' shall also be understood to mean confirmation through the relevant electronic system.

3.4 We are entitled to cancel the order free of charge up to the moment that the supplier has provided written confirmation.

3.5 Deviations from the original order are only permitted with our prior written consent.

3.6 Reasonable additional costs shall be borne by us if approved by us in writing in advance.

3.7 If the supplier is unable to fulfil the order, or is unable to do so on time or not in accordance with the specifications, they shall notify us in writing without delay, stating reasons. We shall in that case be entitled to cancel the order without being liable for compensation.

3.8 The supplier is not permitted to subcontract orders or parts of an order to third parties without our prior written consent.

3.9 Deliveries before the agreed date are only permitted with our prior written consent.

3.10 The supplier shall bear the risk and costs for goods delivered without our consent or which do not comply with the order.

#### **Article 4 – Prices and payment**

4.1 The prices stated in the order are fixed prices, binding and exclusive of VAT, unless otherwise stated. Price changes can only be effected with our prior written consent.

4.2 Invoices shall comply with the statutory requirements and our administrative regulations and shall be submitted to the following email address: [invoice@nora.nl](mailto:invoice@nora.nl). Each invoice shall include the order number, the delivery date, a clear description of the goods or services supplied, quantities and prices.

4.3 Payment shall be made within thirty (30) days upon receipt of an appropriate invoice and approved delivery, unless other terms of payment have been agreed in writing.

4.4 Payment made by us does not imply approval of the goods or services delivered and does not affect our rights in the event of any defects or non-conformity.

4.5 In the event of any defects, incomplete deliveries or non-conformity of the goods or services supplied, we are entitled to suspend payment in whole or in part up to rectification by the supplier of the defects or completion of the delivery.

4.6 We are entitled to offset payments against claims we have against the supplier. If our claim is not yet due and payable, we are entitled to withhold a proportionate amount up to the moment the claim becomes due and payable.

4.7 The supplier may only offset claims or exercise a right of retention if its claim has been acknowledged by us in writing or has been established by a court of law.

4.8 If advance payments have been agreed, these shall only be due and payable once the supplier has provided sufficient security, for example in the form of a bank guarantee.

4.9 If payment is made within ten (10) calendar days after receipt of the invoice, we shall be entitled to deduct a discount of three per cent (3%).

4.10 Notwithstanding the statutory limitation period, the supplier's claim for payment against us shall become time-barred one (1) year after the claim arises. The foregoing does not apply to claims resulting from fraud, claims for damages resulting from wilful misconduct or gross negligence, claims arising from injury to the life, body or health of a natural person, and cases in which mandatory statutory limitation periods apply. In such cases, the statutory limitation period applies.

## **Article 5 – Delivery of goods and services**

5.1 The place of performance is the expressly agreed place of delivery or provision of services, failing which, it will be our place of business. In the absence of other agreements, delivery is free at destination (DPU in accordance with Incoterms® 2020 or the version applicable at the time). In that case, the agreed prices include all costs of packaging, insurance, transport to the agreed place of delivery, unloading, customs formalities and customs duties. The supplier shall have fulfilled its delivery obligation as soon as the goods have been unloaded and provided to us at the agreed place. The supplier shall bear the risk up to that moment. In the case of work contracts or service agreements, the supplier shall bear the risk up to the moment of completion of delivery and acceptance by us.

5.2 The agreed delivery and performance deadlines are binding. Delivery shall be deemed to have taken place on time if the goods have been fully unloaded and provided at the agreed location within the agreed period. If unloading is delayed due to circumstances for which we are responsible, arrival at the agreed location and time shall be deemed to constitute timely delivery, provided that the supplier was immediately available for unloading. The supplier shall be liable for the consequences of late delivery. In the event that an agreed delivery or performance deadline is exceeded, the supplier shall be in default without further notice of default being required.

5.3 The supplier shall notify us immediately in writing if circumstances arise, which are such that the agreed delivery or performance deadlines cannot be met. In the event of force majeure, the parties shall consult with each other regarding the consequences in fairness. In the event of a breach of this duty of notification, we shall be entitled to compensation for the resulting loss.

5.4 Partial deliveries are only permitted with our prior written consent.

5.5 Every delivery shall include a packing slip or delivery note stating our order number, the date, a detailed description of the contents of the consignment and any special details such as hazardous substances or specific handling instructions.

5.6 The supplier shall comply with all applicable packaging and labelling regulations, as well as any specific instructions from us.

5.7 Upon delivery of hazardous substances or goods presenting special risks, the supplier shall provide any required safety data sheets and other documentation in good time in accordance with applicable laws and regulations.

5.8 The supplier guarantees that the supplied goods are free from defects, contamination and other imperfections that could affect their suitability for use in the food industry and that they comply with the agreed specifications, applicable laws and regulations – including applicable food legislation – and the requirements of the relevant sector.

5.9 Unless otherwise agreed, the supplier guarantees that the goods shall be suitable for the intended use as specified by us or as reasonably to be expected.

5.10 The title to the delivered goods shall pass to us from the moment the goods have been fully unloaded and provided at the agreed location, free from any third-party rights, including any retention of title. A retention of title clause in favour of the supplier or its subcontractors shall not be accepted, unless expressly approved and in writing by us in advance. The transfer of risk shall be determined by the agreed Incoterm.

5.11 Unless expressly agreed otherwise, our inspection of the goods upon receipt is limited to externally visible transport damage and to verifying the quantity and identity of the ordered goods against the delivery documents. We shall notify the supplier of any visible defects found as soon as possible, yet no later than twelve (12) calendar days after delivery. We shall report other non-visible defects immediately upon discovery. Any further obligations of inspection or filing a complaint do not apply and are expressly excluded.

5.12 In the event of non-conformity, we shall, at our discretion, be entitled to demand repair or replacement. All costs associated with the repair work or replacement shall be borne in full by the supplier, including cost of sorting, dismantling and assembly, as well as costs arising or increasing because the goods are located at a site other than our premises.

5.13 In the event of assembly, repair or construction work on our premises, the supplier shall appoint an authorised representative to act as a point of contact, who will be responsible for compliance with all health and safety regulations. The supplier shall deploy only competent and certified personnel who are familiar with the relevant safety regulations and our company rules.

5.14 The supplier shall take any required precautions to prevent injury to persons and damage to goods and property on our premises and shall be liable for any damage caused by its personnel or by third parties engaged by the supplier.

5.15 In the event of default by the supplier, we shall be entitled to claim a penalty of half a per cent (0.5%) of the net payment for the delayed delivery or service for each full week of delay, up to a maximum of five per cent (5%) of the net payment for the delayed delivery or service. We reserve the right to pursue further legal claims, in particular for damages, in which case the penalty shall be offset in full. The penalty may be claimed within three (3) months after we became aware of the default.

5.16 Acceptance of a late delivery does not constitute a waiver of our claims for damages and/or the penalty agreed in our favour.

5.17 If the supplier is in default with regard to the rectification work for a defect, we shall be entitled to claim a penalty of half a per cent (0.5%) of the net payment for the defective delivery or service for each full period of seven (7) calendar days of the delay, up to a maximum of five per cent (5%) of the net payment for the defective delivery or service. The supplier shall have the opportunity to prove that we suffered no loss or a significantly lesser loss. We reserve the right to pursue further legal claims, in which case the penalty will be offset in full. The penalty may be claimed within three (3) months after we became aware of the failure.

## **Article 6 – Liability and force majeure**

6.1 The supplier shall indemnify us and our customers against any claims by third parties relating to goods supplied or services provided by the supplier. This includes, but is not limited to, claims arising from product liability, infringement of intellectual property rights and claims arising from tort.

6.2 The indemnity referred to in paragraph 1 of this article covers all loss and costs, including payments to third parties, reasonable legal costs, costs of product recalls, cost of investigations and costs of product destruction.

6.3 The supplier shall maintain general liability insurance providing adequate cover for personal injury and property damage, with a minimum cover of EUR 5,000,000 per occurrence and per annum, and for financial loss with a minimum cover of EUR 1,000,000 per occurrence and per annum. The insurance shall be taken out prior to the first delivery and remain in place for at least thirty-eight (38) months after the final delivery. At our request, the supplier shall provide proof of this insurance and timely payment of premiums within seven (7) calendar days. If the supplier fails to provide such proof within this period, we shall be entitled to terminate agreements not yet performed, in whole or in part.

6.4 The agreements concluded with the supplier shall be entered into with mutual knowledge of the current market risks, including pandemic, political or military events, embargoes and disruptions in supply chains or logistics systems. Nevertheless, the parties undertake to ensure uninterrupted and continuous deliveries by the supplier, which is essential for us in view of our customers' needs and our legal obligations in respect of them.

6.5 The supplier is not entitled to suspend its delivery obligations on account of changed circumstances, which were or should have been reasonably anticipated by the supplier at the time of concluding the contract, such as, inter alia, military actions, disrupted supply chains, logistical problems, embargoes or political developments.

6.6 Delivery impediments arising from the supplier's own procurement market or supply chain shall not be regarded as force majeure.

6.7 Where we have not expressly guaranteed the purchase of goods or services, we shall in the event of force majeure –, including strikes and industrial disputes, unforeseeable operational disruptions, riots, epidemics, pandemics and cyber attacks – be entitled, without prejudice to our other rights, to terminate the agreement in whole or in part, provided that the force majeure situation continues for a longer period (at least thirty (30) days). If the force majeure situation affects us, the additional condition that we have notified the supplier without delay, shall be applicable.

## **Article 7 – Intellectual Property Rights**

7.1 Unless otherwise agreed in writing, all intellectual property rights to works developed specifically for us, such as recipes, designs, software or documentation, shall, to the extent permitted by law, pass to us upon creation. The supplier shall cooperate to all formalities required for such transfer. The price for these works includes all fees for the transfer. For standard works or documentation from the supplier, as well as for intellectual property rights that cannot be transferred by law, we shall obtain a non-exclusive, perpetual right of use.

7.2 In the event that a third party claims infringement of their rights by goods supplied or services performed by the supplier, the supplier shall, at its own expense, make all modifications required to rectify the infringement, or shall replace the goods or services with non-infringing alternatives without any loss of functionality.

7.3 The title to drawings, models, samples, tools and other materials provided by us shall remain vested with us. The supplier shall use these materials exclusively for the performance of our orders and shall treat them as confidential.

## **Article 8 – Provided goods**

8.1 The title to raw materials, tools, materials, packaging, moulds, printing plates, recipes and other goods provided by us or manufactured at our expense will continue to be exclusively vested with us and may be used by the supplier solely for the performance of the agreement. The supplier shall clearly mark these goods as our property where reasonably possible. The supplier shall inspect these goods immediately upon receipt and report any defects or discrepancies to us in writing within two (2) working days. In the event of imminent seizure of these goods, the supplier shall notify us immediately.

8.2 The supplier shall be liable for any loss of or damage to the goods referred to in clause 8.1, unless the supplier is able to demonstrate that the loss or damage is not attributable to the supplier and is not at the supplier's risk.

8.3 The supplier shall take out insurance to cover the value of the goods provided by us and shall provide proof of insurance at our request.

8.4 The supplier shall return the goods provided by us upon completion of the order or at our first request, in good condition and at its own expense.

## **Article 9 – Confidentiality and data protection**

9.1 The supplier shall observe strict confidentiality with regard to all information received or obtained during the collaboration, unless such information is evidently public or the supplier is required to disclose it pursuant to a statutory obligation.

9.2 The duty of confidentiality shall apply for an indefinite period and shall remain effective even after termination of the agreement.

9.3 The supplier shall use confidential information solely for the performance of the agreement and not for any other purposes, even after the termination of the agreement.

9.4 The supplier shall disclose confidential information only to persons who require such confidential information for the performance of the agreement and the supplier shall impose an equivalent duty of confidentiality on such persons.

9.5 At our request, the supplier shall return or destroy all confidential information and data carriers, as well as any copies.

9.6 Both parties shall comply with the General Data Protection Regulation (GDPR). To the extent that the supplier processes personal data on our behalf, a separate data processing agreement in accordance with Article 28 of the GDPR shall be concluded. The supplier shall process personal data received from us solely for the performance of the agreement and shall take appropriate technical and organisational measures to safeguard such data. The supplier shall report any data breaches involving personal data relating to us or our business relations to us without delay, yet no later than twenty-four (24) hours after discovery. The supplier shall not disclose any personal data to third parties without our prior written consent.

## **Article 10 – Quality**

10.1 The supplier shall have a proper quality assurance system in place. Certification in accordance with IFS, BRC, FSSC 22000 or a comparable food standard is required for food suppliers; for other suppliers, ISO 9001 or a comparable standard applies, unless otherwise agreed in writing. The standards referred to shall apply in their then current versions. The supplier shall ensure, through appropriate checks, including an outgoing goods inspection, that the agreed quality is maintained throughout the entire production process and up to the moment of delivery. The supplier shall document the checks carried out and provide them to us upon request.

10.2 The supplier shall inform us of any changes to its production processes, raw materials, subcontractors or locations that may affect the quality or safety of the delivered goods. Such changes may only be implemented with our prior written consent.

10.3 The supplier guarantees the exact traceability of the goods supplied through batch numbers or serial numbers.

## **Article 11 – Compliance with laws and regulations**

11.1 The supplier shall at all times comply with applicable legislation in the production and performance of the services, including regulations concerning food law, environmental law, working conditions, terms of employment, social security legislation, anti-bribery, anti-corruption and competition law.

11.2 The supplier guarantees that the production and working conditions at its production sites comply with the fundamental labour rights set out in the ILO Conventions, the UN Global Compact and the Universal Declaration of Human Rights. The supplier confirms that it does not use forced labour or child labour. Where different regulations apply concurrently, the supplier shall always apply the regulations that offer the highest level of protection to the people working at its production sites.

11.3 The supplier shall comply with environmental standards and, in line with the principles of sustainable development, shall continuously endeavour to reduce and prevent environmental impact and improve environmental protection measures. Waste management and the handling and disposal of chemicals and other hazardous substances, emissions and waste-water treatment shall comply with the applicable statutory requirements.

11.4 If products or raw materials are produced wholly or partly outside the European Union, the supplier will, at our request, be able to prove that production does not infringe fundamental labour rights or environmental regulations. To this end, the supplier shall provide relevant certifications (such as SA 8000, BSCI, SMETA or ISO 14001) or other appropriate supporting documents.

11.5 In the event of inspections by government authorities or professional bodies with respect to products or materials supplied by the supplier, the supplier shall grant such authorities access to its production sites and provide us with any reasonably feasible support.

11.6 In the event of a breach of the obligations set out in this article, the supplier shall notify us without delay of the identified breaches and the proposed corrective actions. The implementation of corrective actions shall be documented and demonstrated to us without delay. In the event of serious or persistent breaches, we shall be entitled to suspend or terminate the contract.

11.7 Where the supplier has access to our IT systems, networks or confidential digital information, the supplier shall take appropriate technical and organisational measures to ensure their security in accordance with the applicable cybersecurity legislation, including the NIS2 Directive. The supplier shall report any security incidents that may affect our systems or data to us without delay, yet no later than within twenty-four (24) hours. The supplier shall provide information regarding its cybersecurity measures at our request.

## **Article 12 – Audit**

12.1 We are entitled to conduct or cause to conduct audits at the supplier, including an inspection of the business and the quality assurance system. The supplier is permitted to require a confidentiality agreement prior to the conduct of an audit. Refusal to cooperate to an audit entitles us to suspend or terminate the agreement.

12.2 Scheduled audits shall take place during normal working hours following prior notice of at least two (2) working days. We are entitled to inspect audit-relevant documents and to make copies of documents required for the assessment of product recalls or compliance with quality standard requirements.

## **Article 13 – Final provisions, applicable law and choice of court**

13.1 The supplier is not permitted to assign or pledge its rights and obligations under the agreement to third parties without our prior written consent.

13.2 These terms and conditions of purchase and any ensuing agreements shall be governed by Dutch law only, to the exclusion of the Vienna Sales Convention (CISG).

13.3 Any disputes arising from or with respect to these terms and conditions of purchase and any ensuing agreements shall only be submitted to the District Court of Limburg, Maastricht location, the Netherlands. We reserve the right to bring proceedings against the supplier before the competent court of its place of residence or business.

13.4 If any provision of these terms and conditions proves to be void or voidable, the remaining provisions shall remain in full force and effect. The void or voidable provision shall be deemed to have been replaced by a valid provision that is as much as possible in keeping with the intent of the original provision.