GENERAL PURCHASE CONDITIONS
SCHOUTEN EUROPE BV and/or SCHOUTEN TWENTE BV and/or VEGAFIT BV and/or BOBELDIJK FOOD GROUP BV
Date: July 9th, 2026

1. Definitions

- **Party (Parties):** SCHOUTEN and/or Supplier:
- **SCHOUTEN**: SCHOUTEN Europe BV, Burgstraat 12 4283 GG, Giessen, registered in the Trade Register of the Chamber of Commerce under number 18059439 and/or Schouten Twente BV, Wheeweg 57, 7471 EV Goor, registered in the Trade Register of the Chamber of Commerce under number 18086143 and/or Vegafit BV, Staverenstraat 14, 7418CJ Deventer registered in the Trade Register of the Chamber of Commerce under number 70498857 and/or Bobeldijk Food Group BV, Staverenstraat 14, 7418CJ Deventer registered in the Trade Register of the Chamber of Commerce under number 38021702.
- **Supplier**: any natural person or legal entity who supplies Goods and/or Products to or performs Services for SCHOUTEN;
- **Goods:** Raw materials and/or Products, whether or not packed, or any other object or goods that SCHOUTEN buys, sells or delivers without compensation or payment.
- **Product(s):** the product(s) to be produced and / or packaged by Supplier on request of SCHOUTEN.
- **Services**: the services to be provided by Supplier to SCHOUTEN, such as e.g. the production and/or packaging of Products.
- **Raw material(s):** the raw materials to be supplied by SCHOUTEN to Supplier or Supplier to SCHOUTEN for the production of Product(s).
- **Packaging Material(s):** The packaging and other necessary primary, secondary and tertiary packaging materials that Supplier uses to package Product(s) as mentioned in an Agreement.
- **Specifications**: the manner (s) to be indicated by SCHOUTEN in which or requirements to which:
a. Products must be produced, and/or,
b. Products must be packaged, and/or,
c. Products and/or Raw materials must be stored,
d. Packaging material(s) must comply.
- **Agreement:** any agreement between SCHOUTEN and Supplier for the purchase of Goods, Products and/or Services by or from SCHOUTEN.
- **Order**: a written order for Products and/or Services by SCHOUTEN with the Supplier.
- **BW:** Dutch Civil Code
- **Delivery/Deliveries:** delivery(ies) of Goods to Supplier by SCHOUTEN and/or by Supplier to SCHOUTEN and / or by Supplier to relations/customers of SCHOUTEN at the request of SCHOUTEN.
- **Mixing**: method of acquiring ownership when different Raw Materials are combined into one Product, making it impossible to identify the original Raw Materials (Articles 5:14 and 5:15 BW).
- **Working Day**: A day (other than a Saturday or Sunday) on which food processing and packaging companies in the Netherlands are usually operational.
- **Incoterm:** the incoterms published by the International Chamber of Commerce, always the latest version
- **Conversion**: method of acquiring ownership by forming Product(s) from one or more Raw- and Packaging Materials (art. 5:16 BW).

2. Applicability

2.1 These conditions apply to all requests for quotations from SCHOUTEN, all negotiation situations, all pre-contractual relationships, all Agreement(s) arising therefrom, of whatever nature, and all non-contractual obligations between SCHOUTEN and Supplier are exclusively governed by these terms and conditions, unless otherwise agreed in writing.
2.2 Any general terms and conditions used by Supplier are expressly rejected.
2.3 The general terms and conditions of Supplier also do not apply if they are referred to on subsequent invoices or other documents from Supplier and/or if such terms and conditions are enclosed with such documents.

3. Conclusion of Agreement, costs for quotations, verbal commitments.

3.1 All quotation(s) of Supplier, in whatever form, are irrevocable, unless the quotation clearly shows otherwise.
3.2 An Agreement is not concluded until SCHOUTEN has explicitly, legally and in writing accepted a quotation from Supplier.
3.3 Any costs incurred in connection with the preparation of a quotation are at all times for the account of Supplier.
3.4 Verbal promises or agreements with staff or representatives of SCHOUTEN are only binding after written confirmation by SCHOUTEN.

4. Deliveries to Supplier by SCHOUTEN of Goods: ownership and risk.

4.1 Ownership of the Goods to be delivered by SCHOUTEN to Supplier will only pass to Supplier after Supplier has performed all its obligations towards SCHOUTEN regarding those, earlier and subsequent similar Deliveries, regarding additional work performed or to be performed by SCHOUTEN, and regarding SCHOUTEN's current and future claims against Supplier on the grounds of current or future breach by Supplier of its obligations towards SCHOUTEN (*eigendomsvoorbehoud*).
4.2 SCHOUTEN will not lose its ownership in the event of Conversion or Mixing by Supplier. If the purchase price has not yet been received, the ownership of the entire Product or the mixture (of Raw materials) belongs to SCHOUTEN.
4.3 Goods delivered by SCHOUTEN that remain property of SCHOUTEN pursuant to paragraph 4.1 may be sold only in the normal conduct of business. Supplier may not pledge the Goods, create any other right in respect of them or otherwise exclude them from recovery by SCHOUTEN until title to those Goods passes to Supplier.
Supplier may sell or deliver Goods that are owned by the Supplier to third parties only insofar as Supplier's normal conduct of business so requires.
Until the ownership of the Goods passes to the Supplier, Supplier must store the Goods separately in the right conditions.
4.4 If Supplier fails to perform its obligations or if SCHOUTEN has valid reason to fear that it will do so, SCHOUTEN may remove or arrange for the removal of Goods delivered subject to the retention of title referred to in paragraph 4.1 from Supplier or from third parties that hold the Goods for Supplier. The Customer must fully cooperate in those measures, subject to a penalty of 10% of the amount due per day.
4.5 If third parties wish to change or enforce any right in respect of the Goods delivered subject to retention of title, Supplier must notify SCHOUTEN as soon as may reasonably be expected.
4.6 At SCHOUTEN's first request, Supplier shall, on request of SCHOUTEN:

- pledge to SCHOUTEN all claims of Supplier against insurers relating to the Goods delivered subject to retention of title, in the manner prescribed in Article 3:239 BW;
- pledge to SCHOUTEN all claims of Supplier against the government regarding export refunds relating to the Goods delivered subject to retention of title, in the manner prescribed in Article 3:239 BW;
- pledge to SCHOUTEN, in the manner prescribed in Article 3:239 BW, the claims that Supplier acquires against its customers when reselling Goods delivered by SCHOUTEN subject to retention of title;
- mark the Goods delivered subject to retention of title as SCHOUTEN's property; and
- cooperate in other manners with all reasonable measures that SCHOUTEN wishes to take to protect its right of ownership regarding the Goods and that do not unreasonably hinder Supplier in the normal course of its business.

4.7 If Supplier fails to perform any payment or other obligations towards SCHOUTEN or if SCHOUTEN has valid reason to fear that Supplier will fail to perform those obligations, SCHOUTEN may take back the Goods delivered subject to retention of title. After the Goods have been taken back, Supplier will be given credit for the market value, which may in no event be higher than the original purchase price, reduced by the costs and moneys involved in taking back the Goods or the loss yet to be incurred by SCHOUTEN. The risk of damage, loss, theft, incorrect or wrongfull handeling of the Goods delivered by SCHOUTEN to Supplier transfers to Supplier immediately upon receipt by Supplier and Supplier must manage the Goods delivered with due care.
4.8 Supplier is obliged to insure the Goods at their own expense and risk at a fair value against storage and transport damage(s), theft and damage that occurs during the processing of the Goods, subject to Article 10 of these conditions.
4.9 Supplier is deemed to have accepted a Raw Material after a reasonable period within which it has been able to inspect the Raw Material and has not found any deviations, or, in the case of a hidden defect in the Raw Material, after a maximum of 1 Business Day has passed by after the hidden defect was discovered.
4.10 Supplier will inspect each Raw Material before and during processing to ensure that it is fit for purpose. Supplier will inform SCHOUTEN as soon as reasonably possible, in any case within 1 Business Day after finding the non-complaince, if at any stage prior to or during the processing and / or packaging it is of the opinion that the Raw Material provided is not suitable for processing and / or packaging. In the event of deviations from the Raw Material (s), Supplier will, after consultation with SCHOUTEN, continue to process the relevant Order and provide the Services using other replacement Raw Material (s) that are suitable for the intended purpose. SCHOUTEN will inspect the quality of the allegedly defective Raw Material and will notify Supplier in writing as soon as possible of its decision to: (a) continue processing and packaging the Raw Material and / or the Product, or (b) for it ensure that the Raw Material is collected from Supplier and a replacement Raw Material is made available.
4.11 When providing the Services under this Agreement, Supplier will only use Raw Material (s) prescribed by SCHOUTEN for the production of the Products ordered by SCHOUTEN. Supplier will not use the Raw Material (s) provided by SCHOUTEN for any purpose other than producing the Products.

5. Deliveries to SCHOUTEN by Supplier of Goods, risk and transfer of ownership;

5.1 Every order / order from SCHOUTEN to Supplier will be placed in writing. SCHOUTEN is at all times authorised to change and/or add to an Order, even after the conclusion of the Agreement. The Supplier shall carry out all changes and/or additions to the order designated by SCHOUTEN, provided that it is reasonably possible to carry these out.
5.2. If no Incoterm has been agreed between SCHOUTEN and Supplier, the Incoterm will be Delivery Duty Paid (DDP) at the location as prescribed by SCHOUTEN.

5.3 The ownership and risk of the Goods will transfer to SCHOUTEN at the time of Delivery to SCHOUTEN, or at a third party to be designated by SCHOUTEN, unless (i) agreed otherwise in writing; or (ii) the Goods are refused by SCHOUTEN on or after Delivery in accordance with article 8 of these purchase conditions.
5.4 Supplier guarantees that the unencumbered ownership of the Goods is acquired by SCHOUTEN.
5.5 Supplier waives in advance any rights of retention and rights of recourse.
5.6 Unless otherwise agreed, production and / or packaging of the Product(s) takes place according to the First In, First Out principle.
5.7 The Delivery period starts as soon as the Agreement is concluded. Exceeding the Delivery term will put Supplier in default without a notice being required.
5.8 Supplier is obliged to inform SCHOUTEN as soon as possible of a possible or certain late Delivery.
5.9 The number of timely and complete Deliveries will not go below 98% on an annual basis during the Agreement.
5.10 Unless otherwise agreed in writing, Supplier is not entitled to make partial deliveries.
5.11 The Delivery is completed when the Goods have been received by or on behalf of SCHOUTEN and SCHOUTEN or an authorized third party on behalf of SCHOUTEN has signed for Delivery. The signature of SCHOUTEN for Delivery does not affect the fact that the delivered Goods can be refused at a later moment in time under the conditions of article 8 of these purchase conditions. Signing does not disallow SCHOUTEN from exercising any right, such as its rights arising from any breach of contract by Supplier.
5.12 Supplier is not entitled to suspend any of its obligations mentioned in an Agreement if SCHOUTEN does not fulfill one of its obligations.
5.13 In case of any breach of contract by Supplier, except of a force majeure, SCHOUTEN reserves the right to:
(i) refuse the Goods, and / or
(ii) impose a flat-rate fine of € 500 (five hundred euros), and/or
(iii) impose an additional penalty of 5 percent of the order value for each day that the delay continues, up to a maximum of 30 percent of the order value and/or
(iv) obtain replacement Goods from another supplier and recover from Supplier all costs and expenses reasonably incurred by SCHOUTEN in obtaining such replacement Goods; and/or
(v) claim damages for any other costs, expenses or losses resulting from Supplier's breach of contract.
5.14 If SCHOUTEN is fined by a customer due to a late or incomplete Delivery or a Delivery not in accordance with the Specifications as mentioned in an Agreement, SCHOUTEN is also entitled to impose a fine on Supplier that is equal to the amount of the fine imposed by Schouten's customer. Any fine imposed by SCHOUTEN does not affect Supplier's liability to compensate SCHOUTEN for any other damage(s) and losses as a result of the late or incomplete Delivery or any other breach of contract by Supplier.

6. Prices, invoices and payment

6.1 Prices are fixed during the term of the Agreement. Supplier is not entitled to increase prices during this term without prior written permission from SCHOUTEN.
6.2 Prices are excluding VAT but include Packaging Material and any other costs incurred by Supplier in connection with the fulfillment of its obligations, unless otherwise agreed in writing.
6.3 Invoices to SCHOUTEN will be sent by email stating: purchase order number, delivery date and product description (incl.article no).
6.4 SCHOUTEN is not obliged to pay invoices that are received later than 365 calendar days after Delivery of the Goods or Services.
6.5 SCHOUTEN will pay for the Goods or Services delivered within 45 days of the invoice date of a correctly addressed, undisputed and fully itemized invoice, unless otherwise agreed in writing, on the condition that the Goods or Services delivered have been approved and on receipt have all accompanying and necessary documentation.
6.6 Supplier will pay invoices from SCHOUTEN within 30 days of the invoice date. Non-timely payment will result in Supplier being in default without any notice being required.
6.7 Payment by SCHOUTEN does not imply that any right on basis of the Agreement, these general purchase conditions or the law is waived. Even when the Goods or Services provided have been approved, Payment can not be regarded as an acknowledgment by SCHOUTEN of accepting the Goods or Services as correct and according to the Agreement and does therefore not release Supplier from any liability in this respect.
6.8 If full or partial advance payment has been agreed, SCHOUTEN is entitled to require Supplier to provide sufficient security for the fulfillment of its obligations or its repayment obligations in the event of cancellation of the order or termination of the Agreement. If Supplier does not provide sufficient security within the term set by SCHOUTEN, SCHOUTEN is entitled to cancel the Agreement and recover its damage from Supplier. SCHOUTEN shall not be obliged to pay any compensation.
Adequate security is in any case a due bank guarantee by a reputable bank, if requested by SCHOUTEN a Dutch reputable bank, of 100% of a claim. Supplier bears the costs of providing such a security.
6.9 Any additional work can only be invoiced if SCHOUTEN has approved this work in advance.
6.10 Payments in settlement of a debt of Supplier to SCHOUTEN (including collection by way of executing an attachment, *voldoening door executie van een beslag*) will always serve to settle subsequently: (1) claims for which SCHOUTEN has no retention of title (*eigendomsvoorbehoud*), firstly the claim that has been outstanding for the longest time, and then subsequently the claims that have been outstanding for a shorter period, for each claim: firstly interest due, secondly damage or loss and costs, and thirdly the principal sum; (2) claims for which SCHOUTEN has retention of title, firstly the claim that has been outstanding for the longest time, and then subsequently the claims that have been outstanding for a shorter period, for each claim: firstly interest due, secondly damage or loss and costs, and thirdly the principal sum. The aforementioned sequence applies even if Supplier states that the payment relates to a different claim. SCHOUTEN always has the right to declare that a payment serves to settle a different claim, in derogation of the aforementioned.
6.11 Payments made by SCHOUTEN always serve to settle the claims which SCHOUTEN designates.
6.12 In the event of liquidation, bankruptcy, suspension of payments or debt rescheduling of Supplier, Supplier's obligations fall due immediately.
6.13 SCHOUTEN's claims against Supplier, regardless of the ground, are in any event immediately due and payable in full, without any notice of default or prior announcement being required, in the following cases:
- in the event of non-performance or late performance by Supplier of any obligation arising for it from any Agreement entered into with SCHOUTEN;
- if Supplier is declared bankrupt, if a bankruptcy petition or a petition for a suspension of payment is filed against it or if Supplier is granted a suspension of payment;
- if Supplier applies for a debt rescheduling arrangement or the debt rescheduling arrangement is declared applicable to it, or if a guardianship order is applied for against it;
- if attachment is levied on its Goods;
- if Supplier dies, is put into liquidation or announces that it will cease or has ceased its operations; or
- if Supplier transfers all or part of its business, including the contribution of its business to a business to be incorporated or an existing business, or transfers all or part of the control over its business.

6.14 In the cases referred to in paragraph 6.13, SCHOUTEN may suspend all current Agreements between the Supplier and SCHOUTEN or demand cash payment for them, without any notice of default or judicial intervention being required, also if the Parties had agreed otherwise, or dissolve (*ontbinden*) the Agreements in whole or in part and immediately take back the delivered Goods, without SCHOUTEN being liable for any compensation or warranty, but without prejudice to the other rights vested in it, such as the right to compensation.
6.15 All (actual) judicial and extrajudicial procedural and other costs incurred by SCHOUTEN, resulting from or related to the incorrect or late performance of the Supplier's obligations are entirely at Supplier's expense.
6.16 The judicial costs are expressly not limited to the liquidated procedural costs, but are payable in their entirety by Supplier if the latter is unsuccessful or largely unsuccessful.

7. Packaging materials, Raw materials and the performance of the Services.

7.1 Services must be performed in the manner and at the time as described in the Agreement and Specifications.
7.2 Exceeding the time required by Supplier for the performance of the Service(s) will result in Supplier being in default without any notice being required.
7.3 Supplier may only instruct third parties to perform Services with SCHOUTEN's prior written consent.
7.4 Supplier is never entitled to suspend the performance of the Services or to retain Goods in violation of the Agreement, nor will Supplier or any of its (sub) contractors or representatives exercise any right of retention towards SCHOUTEN.
7.5 With regard to Services concerning tranport of Goods, Supplier accepts the responsibility of a carrier in accordance with the applicable international convention to the relevant mode of transport, even if only domestic transport has been agreed.
7.6 Supplier will always ensure that Goods that are transported are insured at a realistic value, subject to Article 10 of these conditions.
7.7 Supplier ensures that all Packaging Materials and Raw Materials:
(a) meet the requirements set by SCHOUTEN, are suitable for the intended purpose in view of the nature and shelf life of the Products and, where relevant, are food-safe; and
(b) with regard to the Packaging Materials; are clean and non-toxic and do not affect the taste, color or odor of the packaged Products.
7.8 In the event of changes to Packaging Instructions, designs of Packaging Materials, discontinuation of a Product and/or the use of one or more associated Raw Material(s) or upon termination of this Agreement, SCHOUTEN will compensate Supplier for the cost price of the available stock up to the stock level indicated by SCHOUTEN as that as the maximum stock level to be maintained, provided that Supplier can supply SCHOUTEN with the purchase invoices for the relevant Packaging Materials.
7.9 Article 7.8 does not include the Packaging Materials purchased by Supplier that can be returned to its supplier if not used or processed.
7.10 For the Packaging Materials, corrugated board and printed film, SCHOUTEN will inform Supplier at

least 8 weeks in advance of discontinuation or changes in the use of these Packaging Materials.

8. Inspection

8.1 SCHOUTEN reserves the right to inspect, check or test the Goods or Services delivered or to be delivered to SCHOUTEN during normal working hours and upon reasonable notice, or to have a third party perform such inspections, checks or tests.

8.2 If the inspected Goods or Services performed do not comply with the inspections or guarantees within the meaning of Article 9, the inspection costs will be compensated to SCHOUTEN by Supplier.

8.3 With two (2) days' prior notice, or in mutual consultation, SCHOUTEN has the right to enter the production, storage location and / or premises of Supplier at any time to:

(a) Inspect storage and packaging facilities and the equipment used in the provision of the Services;

(b) Monitor production and quality control procedures;

(c) Inspect and sample packaging materials and Products;

(d) Inspect inventory levels of Raw Materials, Packaging Materials or Products.

8.4 In the event of an emergency, including issues that might lead to interruptions or any breach of contract by Supplier or its subcontractor, SCHOUTEN will be granted such access immediately.

8.5 SCHOUTEN is only deemed to have accepted Goods and/or Services provided after it has had a reasonable period to inspect.

8.6 SCHOUTEN reserves the right to reject the Goods or Services for 14 days after a hidden defect in the Goods or Services has been discovered.

8.7 In the event of a rejection, SCHOUTEN will notify Supplier of the rejection as soon as possible. SCHOUTEN will consult with Supplier, wherever the Products are located in the world, to return, destroy, remove or store the rejected Goods to Supplier at the expense and risk of Supplier,

8.8 If the Goods or Services provided are rejected in whole or in part by SCHOUTEN or a competent authority, or if it is otherwise established that the Goods or Services provided do not meet the relevant Specifications or requirements, article 5.13 and 5.14 of these general purchase conditions will apply.

9. Warranty

9.1 Supplier guarantees that:

(i) Goods or Services provided fully comply with the Agreement and any Specifications specified by SCHOUTEN or, if no agreements have been concluded, comply with the product-technical Specifications, requirements and applicable national or international standards such as the Good Manufacturing Practice Principles

(ii) it will not change the Specifications of the Goods, the manufacturing process, the production and storage location (s), the Raw Materials, the components and the Packaging Materials used to manufacture the Goods or provide the Services without prior notice and written consent of SCHOUTEN.

(iii) Goods or Services provided meet the highest quality standards, are suitable for their intended purpose, are new, have no defects and are free from third party rights;

(iv) Goods or Services provided meet all requirements set by law, the applicable rules of self-regulation and requirements set by SCHOUTEN (including requirements in the field of quality, health, safety, environment and advertising) and meet all the government regulations in the country of destination;

(v) it has storage and production permits, licenses, consents and any externally audited accreditations necessary for the production and / or packaging of the orders, including a GFSI recognized certification program that includes (but is not limited to) HACCP principles and includes all other certifications required by SCHOUTEN;

(vi) Products ordered by SCHOUTEN as organic Products fully comply with all European and national legislation on the production and labeling of organic Products;

(vii) Products are manufactured without using genetically modified organisms and there are no legal obligations to mention such organisms on the Product-label.

(viii) The Goods are packaged in such a way that they are protected from external forces that could cause damage.

(ix) Goods are delivered complete and accompanied by the correct and complete documentation in accordance with the requirements applicable to the transaction and any additional requirements set by SCHOUTEN.

(x) Products and ingredients used until transfer of ownership to SCHOUTEN are fully traceable at all times, and are provided with the correct documentation.

(xi) it will immediately notify SCHOUTEN as soon as it becomes aware of health and safety risks or problems that arise with regard to the Services to be provided or the Products to be produced.

9.2 If it appears that - regardless of the results of any prior inspections - the Goods or Services delivered do not comply with the provisions of paragraph 9.1, Supplier will repair and/or replace the Goods / Services performed at its own expense and at SCHOUTEN's first request, or the missing delivery, unless SCHOUTEN prefers to terminate the Agreement in accordance with article 14 of these purchase conditions and without prejudice to any other rights of SCHOUTEN arising from a shortcoming of Supplier (including the right to compensation). Any associated costs (including costs of repair and/or disassembly) will be borne by Supplier.

9.3 In cases in which it can reasonably be assumed, after consultation with Supplier, that Supplier will not meet its warranty obligations, SCHOUTEN is entitled to carry out repair or replacement itself or to have it done by third parties at the expense of Supplier without Supplier being released from its obligations.

10. Liability, Indemnity and Insurance

10.1 Supplier is liable for all damage suffered by SCHOUTEN and any subsequent buyers or users, including - possibly - the consumer of the Goods or Services delivered as a result of a failure or any breach of contract on the part of Supplier or third parties engaged by Supplier in the fulfillment of its obligation(s). Supplier is liable for both direct and indirect damage.

10.2 Supplier indemnifies SCHOUTEN against all claims, liabilities, costs, losses, damages and expenses (including but not limited to any direct, indirect or consequential damages, lost profits, reputational damage and all fines and legal and other professional fees and expenses calculated on the basis of full indemnification) awarded against, or suffered, paid or incurred by SCHOUTEN or its employees, agents or subcontractors as a result of or in connection with:

(a) any defect in a Good or Service provided, insofar as the defect is due to the acts or omissions of Supplier, its employees, representatives or subcontractors; and / or

(b) any disruption or delay in the performance of the Services by Supplier, its employees, agents or subcontractors; and / or

(c) any claim by a customer or any other third party for death, personal injury or property damage arising out of or in connection with Supplier's Supply of the Products / Goods or the Services, to the extent such claim arises out of the violation, negligent performance or non-performance or delayed performance by Supplier, its employees, representatives or subcontractors.

10.3 SCHOUTEN is not liable for any damage on the part of Supplier, unless the damage is caused by intent or willful misconduct or deliberate recklessness by SCHOUTEN.

10.4 During the term of this agreement and for a period of 1 (one) year thereafter, Supplier will take out the following insurance policies with a reputable insurance company:

(a) product liability insurance for an amount not less than € 10,000,000 (ten million euros) in total per year;

(b) any product recall insurance for an amount not less than € 10,000,000 (ten million euros); and

(c) where applicable: a storage insurance, cross-docking (transhipment) insurance and / or transport insurance, each for an amount of not less than € 5,000,000 (five million euros);

10.5 At the request of SCHOUTEN, Supplier will submit insurance certificate (s) with the details of the cover and the invoice(s) for the premium (s) for the current year.

10.6 SCHOUTEN can and may continuously assess the adequacy and suitability of Supplier's insurance coverage for the purpose of this agreement.

10.7 The provisions of this clause will survive termination of this agreement regardless of cause.

11. Modern Slavery and Human Rights

11.1 Supplier guarantees that it complies with all applicable laws and regulations regarding modern slavery and human trafficking, including the Modern Slavery Act 2015 (if applicable).

11.2 Supplier shall implement appropriate due diligence procedures to ensure that its supply chains are free from forced labor, slavery, human trafficking, and other forms of human rights abuses. Supplier shall provide SCHOUTEN with information on its due diligence procedures upon request."

11.3 If SCHOUTEN has reasonable grounds to believe that Supplier is acting in violation of legislation regarding modern slavery and human trafficking, SCHOUTEN has the right to terminate the Agreement with immediate effect

12. Obligation to provide information

12.1 If any defect in the Goods or Services provided becomes known to one of the Parties, this Party is obliged to immediately notify the other party, stating:
the type of defect;

b. the goods concerned;

c. any other relevant information.

12.2 The parties will in that case take the necessary measures in mutual consultation. The measures to be taken may be: cessation of Deliveries, cessation of production of Goods or Delivery of Services, blocking of stocks (whether or not at customers or SCHOUTEN) or a recall action.

SCHOUTEN has the right to decide whether and, if so, which of the aforementioned measures will be taken and how they will be implemented.

12.3 Supplier bears all costs of the measures, without prejudice to Supplier's obligations under Articles 9 and 10, except when the defect is caused by SCHOUTEN.

12.4 Supplier is obliged to treat all information with regard to measures pursuant to article 11 confidentially and not to make it available to third parties without the prior Written consent of SCHOUTEN. Failure to comply with this obligation will result in an immediately payable fine of € 25,000 per violation.

13. Intellectual Property and Confidentiality

13.1 Supplier grants SCHOUTEN an irrevocable and transferable right to use all intellectual property rights relating to the Goods or Services provided by Supplier. This right of use includes the rights to grant this right of use to buyers or potential buyers or other

third parties with whom SCHOUTEN has a relationship in the context of business operations.
13.2 Supplier guarantees that the use (including resale) of the Goods or Services provided by Supplier does not infringe intellectual property rights or other rights of third parties and indemnifies SCHOUTEN against all claims from third parties arising from any infringement of these rights.
13.3 Insofar as SCHOUTEN makes available to Supplier any means of which SCHOUTEN has an intellectual property right, Supplier acknowledges that SCHOUTEN is and will remain the owner at all times and that Supplier does not acquire any intellectual property rights or claims. Supplier will manage all resources referred to in this paragraph at its own risk and expense. Supplier will not use the resources or have them used by third parties, unless Supplier has received written permission for this from SCHOUTEN. Article 14 applies mutatis mutandis to any substance referred to in this article.
13.4 If Supplier develops Goods or Services for SCHOUTEN in the context of the Agreement, all intellectual property rights arising from this development will belong exclusively to SCHOUTEN. Any compensation for this is deemed to be included in the agreed price of the Goods or Services provided. Insofar as necessary, Supplier will cooperate fully in the creation or transfer of such rights to SCHOUTEN.
13.5 Without SCHOUTEN's prior written consent, Supplier will not change or supplement the labeling, packaging and all artwork of the Products on which trademarks are made visible;
13.6 Supplier will not sub-license, change, damage or remove references to (trademarks of) SCHOUTEN, or any other name that is displayed on the Products or their packaging or labeling;
13.7 Supplier will treat all information originating from SCHOUTEN or becoming known as a result of the relationship between Supplier and SCHOUTEN, regarding technical or commercial know-how, trade secrets, Specifications, inventions, processes or initiatives as confidential information and discloses it only to its employees, representatives, or subcontractors on a need-to-know basis and return them to SCHOUTEN immediately upon request.
13.8 Supplier will ensure that all its employees, representatives and subcontractors are subject to confidentiality obligations with regard to any confidential information.
13.9 Confidential information may not be disclosed, directly or indirectly, to a third party, and may not be reproduced, copied, duplicated, modified in whole or in part on any medium without SCHOUTEN's prior written consent.
13.10 Supplier shall always strictly comply with Regulation (EU) 2016/679 (General Data Protection Regulation) and all applicable national data protection legislation and shall immediately inform SCHOUTEN of any violation. Supplier guarantees that appropriate technical and organizational measures have been taken to ensure the security of personal data.
13.11 The obligations stated in this article apply during and after the ending of the term of any Agreement for at least 10 years.
13.12 Supplier is obliged to immediately notify SCHOUTEN of any personal data breach, as defined in the GDPR, and shall provide SCHOUTEN with all necessary assistance in reporting the breach to the competent authority

14 Cybersecuity
14.1 Supplier shall take appropriate technical and organizational measures to ensure the security of SCHOUTEN's data and systems. These measures include, but are not limited to, the implementation of firewalls, antivirus software, encryption, and access controls.
14.2 Supplier shall conduct regular security audits and provide SCHOUTEN with a report of these audits upon request."
14.3 Supplier shall immediately notify SCHOUTEN of any security incident that may compromise the availability, integrity, or confidentiality of SCHOUTEN's data or systems.

15. Force majeure
15.1 If Supplier is of the opinion that it cannot fulfill the obligations under an Agreement due to a force majeure, it will immediately inform SCHOUTEN and also provide SCHOUTEN with all relevant information regarding the force majeure.
15.2 Force majeure on the part of Supplier excludes: staff shortages, general or local strikes, non-performance by a subsupplier, transport problems on the part of Supplier or third parties engaged by Supplier, shortcoming of equipment, liquidity or solvency problems of Supplier, any circumstance in connection with a pandemic, or any measures needed to be taken by Supplier due to governmental regulations/instructions.
15.3 If a force majeure situation lasts longer than fourteen (14) days, SCHOUTEN has the right to terminate the agreement with immediate effect and without judicial intervention by means of a written notification, without any obligation to pay compensation.

16. Termination, protection of goodwill SCHOUTEN
16.1 SCHOUTEN is entitled to suspend the execution of any Agreement in whole or in part or to terminate or dissolve an Agreement with immediate effect without prior notice or judicial intervention, without being obliged to pay any compensation in the event:
(I) Supplier fails to fulfill one or more obligations under the Agreement or related agreements;
(II) Supplier suspends or threatens to suspend payment of its debts or is unable to pay its debts at due date
(III) Supplier is or threatens to become insolvent,
(IV) A bankruptcy trustee or administrator or similar officer is appointed in respect of all or any portion of Supplier's assets or business
(V) Supplier suspends or ceases the conduct of its business or a substantial part thereof, or threatens to suspend or discontinue it.
(VI) that, in SCHOUTEN's opinion, significant changes are made to the direct or indirect ownership or control relationships at Supplier's business, or if Supplier's business is terminated or sold.
(VII) SCHOUTEN has reason to believe that Supplier packs Product (s) under a different trademark than as agreed
(VIII) SCHOUTEN has reason to believe that Supplier will use the Raw Material (s) supplied to it for purposes other than the agreed Products or Services.
16.2 In the event of cancellation or dissolution, SCHOUTEN cannot under any circumstances be held liable for any compensation. Supplier is obliged to indemnify SCHOUTEN against claims from third parties by or in connection with termination or dissolution of the Agreement.
16.3 Upon termination of an Agreement between Supplier and SCHOUTEN, any accrued rights and (duration)obligations of the Parties, such as e.g. the provisions regarding guarantees and confidentiality remain in full force.
16.4 Upon termination and insofar as applicable, Supplier will make all Raw Material (s), Products and / or Packaging Materials or Goods available for collection by SCHOUTEN on a date indicated by SCHOUTEN.
16.5 In order to protect SCHOUTEN's goodwill, Supplier will during the term of an Agreement and for a period of five (5) years after termination, regardless of the reason for termination, directly or indirectly, do not supply any Products which are developed or in the process to be developed by SCHOUTEN, neither the product idea(s) or any form of use of Specifications or any similarity to the Products or recipes of SCHOUTEN to SCHOUTEN customers or relations who have purchased products during the Agreement. purchased one of the Products or a product that is identical or similar to the Products, or which competes with such Products.
16.6 Any violation of article 14.5 will lead to a fine of € 25,000 and € 10,000 per day of continuation of the violation, immediately due and payable to SCHOUTEN. In addition to the right to receive this fine, SCHOUTEN also reserves the right to full compensation for both direct and indirect damage as a result of selling / offering Products and / or Services to its customers and/or relations.

16.7 During the term of this agreement, and for a period of 3 (three) years after its termination, Supplier will neither directly nor indirectly through any other person or entity invite, entice, persuade or encourage an employee of SCHOUTEN to:
(a) to terminate or not renew his or her employment with SCHOUTEN,
b) to be employed by Supplier or any other party.

17 Sanctions and Export Controls
18.1 Supplier warrants that it is not subject to sanctions or export restrictions imposed by the United Nations, the European Union, the United States, or other relevant authorities.
18.2 Supplier shall not supply Goods or Services that violate applicable sanctions and export restrictions."
18.3 If Supplier becomes subject to sanctions or export restrictions, Supplier shall immediately notify SCHOUTEN, and SCHOUTEN has the right to terminate the Agreement with immediate effect."

18. Non-exclusivity
No agreement between SCHOUTEN and Supplier (s) is concluded on the basis of an exclusive right of Delivery of Goods, Products or services by Supplier to SCHOUTEN. SCHOUTEN reserves the right to purchase or purchase the Goods, Products and Services elsewhere, unless otherwise agreed in writing between the Parties.

19. Transfer of Rights and Obligations
19.1 Supplier will not transfer any of its rights and obligations arising from an Agreement, including assigning and encumbering with rights of pledge or ususfruct (*overdracht en bezwaring met rechten van pand of vruchtgebruik*) to a third party without SCHOUTEN's prior written consent
16.2 SCHOUTEN has the right to transfer all or part of its rights and obligations under an Agreement to a third party, to which transfer Supplier hereby cooperates in advance.

20. Governing Law and Disputes
20.1 All Agreements, offers, quotations, negotiation situations, and all pre-contractual relationships between SCHOUTEN and Supplier are exclusively governed and interpreted by Dutch law with the exclusion of the 1980 UN Convention on Contracts for the International Sale of Goods (CISG) and similar conventions.
20.2 The parties agree that the applicable law also includes Directive (EU) 2016/943 ("EU Trade Secrets Directive") as if this Directive had been fully transposed into Dutch law.
20.3 The District Court of Rotterdam, the Netherlands, is exclusively competent for all contractual and non-contractual disputes that arise between SCHOUTEN and Supplier, notwithstanding the right of a party to appeal.
20.4 Alternatively, disputes arising between SCHOUTEN and Supplier can be settled at the request of SCHOUTEN in accordance with the Arbitration

Rules of the Netherlands Arbitration Institute. The place of arbitration is Rotterdam, the Netherlands, or another place if agreed between SCHOUTEN and Supplier.