

Article 1 Applicability

- 1.1 These terms and conditions (the "Terms") govern the relationship by and between Duynie Ingredients Inc., 495 Grand Boulevard, Suite 206, Miramar Beach, Florida 32550, United States of America, (hereinafter referred to as "Duynie Ingredients") and the customer named in the associated Product Supply Agreement (hereinafter referred to as the "Customer") with respect to the sale of goods ("Products"), or services and/or work (individually or collectively the "Services") by Duynie Ingredients as outlined in the sales agreement (the "Product Supply Agreement").
- 1.2 These Terms are a part of and are to be read in conjunction with the Product Supply Agreement. The applicability of any other terms and conditions relating to the Products and/or Services are hereby expressly rejected.
- 1.3 These Terms can only be deviated from by written agreement signed by an authorized representative of each party.
- 1.4 In the event of a direct conflict between these Terms and the Product Supply Agreement, the Product Supply Agreement shall control.

Article 2 Offers, agreement

- 2.1 All offers made by Duynie Ingredients are without obligation and the prices stated are exclusive of VAT.
- 2.2 If Duynie Ingredients receives an order from the Customer, a purchase agreement will only be effective after Duynie Ingredients (i) confirms the order in writing, or (ii) executes the order.
- 2.3 The nutritional values in the material issued by Duynie Ingredients, including in products indicated on the website, product compositions, dry matter contents are indicative and are based on analyses ex works. The stated nutritional values are average nutritional values in these products. These products are natural products and variations in the composition (and therefore nutritional values) of these products are therefore possible. Consequently, no rights can be derived from these nutritional values. Furthermore, any variations above or below the aforementioned nutritional values in these products shall, to the extent legally permitted, not constitute grounds for a breach of contract or wrongful action.
- 2.4 Duynie Ingredients reserves the right to require advanced payment or other security from the Customer before and/ or after accepting and executing an agreement.

Article 3 Prices and rates

- 3.1 Unless expressly agreed otherwise, prices of the Products are based on delivery according to DDP (Delivery Duty Paid) (agreed place of delivery) Incoterms® 2020, at the price and surcharge for the distance travelled to the delivery address as stated in the offer or, if the price is not stated in the offer, the price list valid on the delivery date of the Products. These prices are exclusive of VAT.
- 3.2 Introduction and/or increase of import duties, levies, turnover tax and/or other taxes on (the delivery of) the Products or on the energy, transport, raw materials and/or auxiliary materials required for this, or any other increase in the (energy, transport, raw materials and/or auxiliary materials) costs, and/or (internal) production costs or expenses, which arise after conclusion of the agreement, may be passed on by Duynie Ingredients to the Customer and the Customer will immediately reimburse Duynie Ingredients for such additional costs and/or expenses.
- 3.3 Duynie Ingredients determines the prices based on weight units and prices are always exclusive of VAT. Unless expressly stated otherwise, prices quoted by Duynie Ingredients are in USD.
- 3.4 In the event that the price is calculated per weight unit and nothing else has been agreed, the weighing will take place on a calibrated weighbridge chosen by Duynie Ingredients. Weighing discrepancies of less than 2% are not settled. Duynie Ingredients has fully met its obligations if the difference between the contractually agreed quantity and the actual delivered quantity is not greater than 10%. In the event that the difference is greater than 10%, the difference up to and including the corresponding percentage is adjusted in line with the agreed price per weight unit, whilst the difference above these percentages will be adjusted in line with the daily price per weight unit valid that day.
- 3.5 A consignment note, delivery note or similar document issued upon the delivery shall be deemed to correctly state the quantity of the delivered Product, unless the Customer objects to this immediately upon delivery of the Product and has noted this on said document.
- 3.6 A quote does not obligate Duynie Ingredients to carry out a portion of the agreement or to deliver a portion of the Products stated in the quote or offer at a pro rata calculated portion of the price or rate stated.

Article 4 Transfer of risk

- 4.1 Products are deemed delivered as soon as they have been made available to the Customer at the delivery location indicated in the Product Supply Agreement.

Article 5 Delivery

- 5.1 If Duynie Ingredients is unable to unload the Products at the delivery location for reasons not caused by Duynie Ingredients, Duynie Ingredients is entitled to charge the additional costs of transport and storage to the Customer without a notice of default being required.
- 5.2 The determination by Duynie Ingredients of the quantity of Products delivered to the Customer in a specific delivery is binding, subject to proof to the contrary.
- 5.3 All (agreed) delivery times are approximate only. No period communicated by Duynie Ingredients can be regarded as a strict deadline.
- 5.4 If there is a bulk delivery and delivery must be made to the Customer into a storage location, the Customer must provide, upfront, sufficient information regarding this storage location. The Customer guarantees that it has sufficient storage capacity available for the quantity ordered.
- 5.5 If Duynie Ingredients must deliver to the Customer, the Customer shall ensure and guarantee to Duynie Ingredients that container and other storage locations, in or where Duynie Ingredients (or the third party or parties engaged by it) must unload the Products, are accessible without hindrance and without risks and that sufficient storage capacity is available for the Products. Duynie Ingredients (or the third party or third parties engaged by it) is never liable for any damage that may arise when following the instructions given by the Customer in the context of unloading.

Article 6 Force majeure

- 6.1 Force majeure releases Duynie Ingredients from its obligations, and gives it the right to suspend, or to wholly or partially terminate the corresponding Product Supply Agreement by means of a written notification to the Customer, without committing a breach, and without the Customer being entitled to damages.
- 6.2 "Force majeure" means any circumstance or event that cannot be attributed to Duynie Ingredients, as a result of which Duynie Ingredients cannot reasonably be expected to fulfil its obligations, including – to the extent not already included – insufficient harvest, crop failure, operational failure, strike or interruption of operation of any nature, fire, railway strike, defective vehicles, transport problems of any nature that impedes, obstructs or delays transport to Duynie Ingredients and/or from Duynie Ingredients to the Customer, late delivery by one or more suppliers, civil war or war, epidemic, pandemic, health authority orders related to epidemic or pandemic, cybercrime such as but not limited to cyberattacks (such as but not limited to malware, phishing and DDos), malfunctions or failures in the supply of energy, the internet or other (tele) communication facilities or technological systems and conditions in general that disrupt the regular production of Duynie Ingredients, or the delivery to the Customer.
- 6.3 Insufficient harvest or crop failure means the complete or partial failure of harvest of the raw materials and/or consumables required by Duynie Ingredients, as a result of which Duynie Ingredients cannot obtain the required raw materials and/or consumables, is unable to do so in good time, or only under more onerous conditions.
- 6.4 Failing, delayed or late delivery by a supplier as mentioned in the aforementioned article 6.2 concerns the raw materials and/or consumables required by Duynie Ingredients, as a consequence of which Duynie Ingredients cannot or not in time, have access to the required raw materials and/ or consumables or only under for Duynie Ingredients more disadvantageous conditions.
- 6.5 In the event that force majeure occurs while the Product Supply Agreement has already been partially performed, and if the remaining performance will be delayed by more than three months as a result of the force majeure, the Customer shall keep and pay for the Products that have already been delivered.
- 6.6 In the event that, as a result of force majeure, the delivery is delayed by more than three months, both the Customer and Duynie Ingredients are entitled to terminate the Product Supply Agreement for the part not yet delivered.

Article 7 Retention of title

- 7.1 All Products delivered to the Customer by Duynie Ingredients shall remain the property of Duynie Ingredients until the Customer has met all its obligations in connection therewith. Until that moment, the Customer shall be deemed to keep the Products on behalf of Duynie Ingredients. Duynie Ingredients shall have all rights of a secured party. Retention of title by Duynie Ingredients does not impact the timing of the transfer of risk of loss for the Products, which shall occur at the time of delivery as noted herein in Article 4.
- 7.2 Until the moment the Customer has fully fulfilled its obligations towards Duynie Ingredients, the Customer is only entitled to process or dispose of these Products, to the extent this is part of the normal conduct of its business.
- 7.3 The Customer is obliged to inform Duynie Ingredients immediately if third parties assert or intend to assert rights to the Products subject to the retention of title by Duynie Ingredients.
- 7.4 Pursuant to Article 7.1, Duynie Ingredients shall always be entitled to collect these Products without having to give prior notice. At the first request of Duynie Ingredients, the Customer will cooperate fully with this, including providing access to the area where the Products are stored and the removal of these Products.

Article 8 Acceptance and complaints

- 8.1 The Customer is obliged to sufficiently inspect the delivered Products at the time of delivery or to have them inspected upon delivery and in any case prior to treating or processing them, to ensure that they are in accordance with the Product Supply Agreement (including the quality and type).
- 8.2 Complaints relating to the quantity of Products delivered and other defects visible upon delivery must be reported immediately to Duynie Ingredients on the accompanying documents and by e-mail, including the most detailed possible description of the nature and extent of the alleged defects. Minor deviations, from the agreed properties and/or quantities, as determined in Duynie Ingredients' discretion, shall not be regarded as "defects".
- 8.3 Complaints relating to defects that were not visible immediately upon delivery must be submitted to Duynie Ingredients in writing, at the latest within two working days of discovery thereof, with the most detailed possible description of the nature and scope of the alleged defects, but in any event within one month of delivery of the Products concerned and before the moment the Customer uses the Products in its production process, processes or repackages the Products or sells the Products.
- 8.4 If no complaints about defects have been made in good time regarding the Products, in accordance with Articles 8.2 and 8.3, or if the Customer uses the delivered Products in its production process, processes or repackages the Products or sells the Products, the Products will be regarded as accepted and the Customer has granted Duynie Ingredients full discharge in respect of those Products. Any claim of the Customer in respect of any defects will therefore lapse and complaints in this respect will not be dealt with.
- 8.5 Complaints will not be dealt with and any claim by the Customer will lapse if, after delivery, the nature and/or composition of the Products have been changed, are damaged in whole or in part, are repackaged, the shelf life has expired, the Products have not been stored in the prescribed manner or the Products have been used for a purpose other than that for which they are intended.
- 8.6 Costs associated with any sampling and investigation of samples will be borne by the party who will be unsuccessful on the basis of the outcome of this investigation.
- 8.7 In the event of a timely complaint, in accordance with Articles 8.2 and 8.3, the Customer is obliged to adhere to the instructions of Duynie Ingredients concerning keeping the Products available or returning them.

Article 9 Liability

- 9.1 The liability of Duynie Ingredients is limited to direct damage and will not exceed the invoice amount (exclusive of VAT) of the Products delivered to which the liability relates.
- 9.2 In no event shall Duynie Ingredients be liable for any indirect damage, including any damage which is not the direct result of failure, loss of goodwill, loss caused by business interruption, reputational damage, loss of profits and loss of sales, loss of savings, costs relating to removal from the market and/or withdrawal (including recall) of Products delivered by Duynie Ingredients and/or processed goods which include Products delivered by Duynie Ingredients, compensation (including fines and penalties) payable to third parties, and losses caused by delays.
- 9.3 In no event shall the liability of Duynie Ingredients to Customer be more than an aggregate of USD \$250,000 (two hundred fifty thousand USD) or – if this amount is lower – the amount paid out under the liability insurance of Duynie Ingredients, plus any excess due.
- 9.4 The limitations of liability specified in this article shall not apply if and insofar as the damage is the result of wilful intent or gross negligence on the part of Duynie Ingredients or the management of Duynie Ingredients.
- 9.5 If the Customer removes or modifies the packaging of Products intended for consumers and delivered by Duynie Ingredients, if it fails to treat the Products in accordance with the instructions or otherwise treats them carelessly, or if it sells and/or supplies Products directly to consumers which are not intended for this purpose, Duynie Ingredients shall not be liable for any resulting damage.
- 9.6 All recommendations provided by Duynie Ingredients and its employees regarding the use of Products are always given to the best of its knowledge and ability. These recommendations are always without obligation and Duynie Ingredients can in no way be held liable for the consequences of whether or not following them.
- 9.7 To the extent that a relationship between Duynie Ingredients and the Customer could be regarded as a continuing performance contract, the Customer expressly waives any right to compensation (such as – but not limited to – unearned investments and accrued goodwill) in the event that this relationship ends for any reason whatsoever.
- 9.8 The Customer indemnifies Duynie Ingredients against all third-party claims for compensation of damage for which Duynie Ingredients is not, or would not be, liable under the provisions of the foregoing paragraphs of this Article.

Article 10 Returns

- 10.1 Returns are only permitted if Duynie Ingredients has agreed to such in writing in advance or if such returns are executed by or on behalf of Duynie Ingredients.
- 10.2 Returns are at the expense and risk of the Customer.

Article 11 Packaging

- 11.1 All reusable packaging, including but not limited to barrels, containers and pallets, remains the property of Duynie Ingredients. It is given on loan to the Customer and the Customer must immediately return it to Duynie Ingredients at its own expense and risk. Unless agreed otherwise in writing, Duynie Ingredients only takes back this packaging if it is undamaged. The Customer is not authorised to sell or otherwise dispose of this packaging.
- 11.2 Unless the Customer can prove otherwise upon receipt, the Customer represents that it has received the reusable packaging in good condition. Customer shall be responsible for and Duynie Ingredients will charge the Customer for the repair costs of any damaged reusable packaging. Loss of the reusable packaging shall also be charged to the Customer at the additional charge stated in the Product Supply Agreement. The reusable packaging is considered lost if the Customer has not returned it within three months of receipt.
- 11.3 The disposable packaging is part of the delivered Products and will not be collected by Duynie Ingredients.

Article 12 Payment

- 12.1 Payment must be made within the payment terms specified in the Product Supply Agreement and in the manner stated on the invoice. In case no payment term is specified, payment must be made within 30 days of the date of invoice. Unpaid amounts shall bear interest at a rate of 1% per month or the highest lawful interest rate under applicable law, without a notice of default being required. Interest shall begin to accrue on the first calendar day after the applicable due date. Without prejudice to all its other rights, in the event of late payment, Duynie Ingredients can stop the delivery of Products, set off the unpaid amount against any amount that Duynie Ingredients or a company affiliated with Duynie Ingredients owes the Customer and/or gain access to all sites to remove, preserve and/or sell delivered Products. In addition, Duynie Ingredients is entitled to compensation for all damage suffered, including attorney's fees.
- 12.2 Payment must always be made in the currency as stated in the Product Supply Agreement of Duynie Ingredients. In case no currency is stated in the offer payment must be made in USD.
- 12.3 Duynie Ingredients has the right to demand payment in advance, if it considers it appropriate, as well as to suspend further delivery as long as payment for previous deliveries is still outstanding. The Customer is at all times obliged to lodge the security deemed necessary by Duynie Ingredients for payments due, upon first request. For deliveries in parts or instalments, the terms and conditions of payment apply for each partial delivery or each instalment.
- 12.4 Duynie Ingredients is entitled to set-off debts or receivables owed to the Customer against the debts or receivables owed by the Customer to Duynie Ingredients or other group members that are part of Coöperatie Koninklijke Cosun U.A.
- 12.5 All the costs incurred by Duynie Ingredients, both judicial and extrajudicial, including collection costs, in order to recover its claims against the Customer will be borne by the Customer.
- 12.6 The Customer is not entitled to suspend its payment obligations or to fulfil its payment obligations by invoking set-off.

Article 13 Dissolution

- 13.1 In the event that the Customer has in any way failed to comply with any obligation (on any account whatsoever) to Duynie Ingredients or a group company of the Coöperatie Koninklijke Cosun U.A., if the Customer ceases operations, becomes insolvent, if insolvency proceedings are brought against it, if the Customer has applied for bankruptcy, if an application for bankruptcy was filed against the Customer, if the Customer is in a state of bankruptcy, or if the Customer offers an agreement with its creditors or in other comparable circumstances, without prejudice to the right of Duynie Ingredients to claim for failure to perform and/or damages, Duynie Ingredients is entitled to fully or partially dissolve the Product Supply Agreement with the Customer and/or claim compensation without legal intervention and without any compensation being owed to the Customer and in the event of a partial dissolution, the delivery to the Customer may be suspended.
- 13.2 In the event that the Product Supply Agreement is dissolved on one or several grounds specified in the previous paragraph, any claim that Duynie Ingredients has against the Customer will become due and payable immediately, provided that it has not yet been paid.

Article 14 Recall measures

- 14.1 If there are indications that the Products delivered by Duynie Ingredients to the Customer are unsafe or otherwise do not comply with the applicable statutory standards and Duynie Ingredients decides to take corrective measures, or is required by government mandate to take corrective measures, including withdrawing these Products from the market and/or recalling them, the Customer will provide all reasonable cooperation in this respect.
- 14.2 The Customer shall not, without the prior consent of Duynie Ingredients, take corrective measures in respect of Products delivered by Duynie Ingredients or processed goods which include the Products delivered by Duynie Ingredients if, in the opinion of the Customer, the reason for those corrective measures relates to defects in the Products delivered by Duynie Ingredients. Duynie Ingredients will not withhold this permission on unreasonable grounds. In the event of a government mandate, the parties shall work together to meet the requirements of the administering agency.
- 14.3 The Customer shall inform Duynie Ingredients immediately if it becomes aware that the Products are (possibly) unsafe or do not meet statutory standards.

- 14.4 The Customer is obliged to keep proper records in order to be able to trace immediately to whom it has resold the Products in the event of a possible product safety problem.

Article 15 Confidentiality

- 15.1 Each of the parties will treat as confidential all information received from the other party that is designated as confidential, or the confidential nature of which should reasonably have been evident (hereinafter referred to as "Confidential Information"). Confidential Information in any event includes the existence, the nature, and the contents of the Product Supply Agreement, as well as other business information of Duynie Ingredients.
- 15.2 Article 15.1 does not apply to Confidential Information which a) is already publicly known, b) has been independently developed by one party, without the use of the Confidential Information of the other party, c) was received from a third-party who was under no obligation to keep such information confidential, d) was already in the possession of the receiving party without an obligation of confidentiality. Article 15.1 does also not apply when the receiving party is forced by competent authorities to disclose such information, in which case the receiving party will – if and to the extent legally permitted - immediately notify the providing party about this.
- 15.3 Confidential Information may only be used within the context of the transactions between the parties and may only be copied or reproduced or disclosed insofar as this is necessary in order for the receiving party to perform its obligations under the Product Supply Agreement.
- 15.4 Each party shall treat the Confidential Information of the other party in the same manner as it treats its own Confidential Information and similar data, and they are at all times required to take the necessary precautions to maintain the confidentiality of such Confidential Information. Each party shall be liable to the other party for the actions of any third parties (including employees) to whom it allows access to the Confidential Information of the other party.
- 15.5 The obligations set forth in this article shall remain in force for five years after the end of the Product Supply Agreement.

Article 16 Intellectual property rights

- 16.1 All intellectual property rights which are owned by Duynie Ingredients or its supplier(s) shall remain the property of Duynie Ingredients or as the case may be its supplier(s), at all times. The Customer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with Duynie Ingredients or to any information received from Duynie Ingredients in any form whatsoever.
- 16.2 All documents provided by Duynie Ingredients, such as reports, advices, agreements, designs, sketches, drawings, etc. are solely intended for use by the Customer and for the project for which they are intended. These documents may not be reproduced, published, edited or processed, nor may they be communicated to third parties without prior permission from Duynie Ingredients, unless the nature of the document clearly suggests otherwise.
- 16.3 The designs, sketches, drawings, samples, etc. created by Duynie Ingredients in the context of the transactions between the parties shall remain the property of Duynie Ingredients, regardless of whether these have been made available to the Customer or to third parties, unless expressly stated otherwise in writing.
- 16.4 The Customer is not permitted to change the delivered Products, wholly or in part, or to provide them with a different brand name and/or packaging, or otherwise to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights of Duynie Ingredients.
- 16.5 The Customer is not permitted to use any name, trade name, trademark, logo or any other reference to Duynie Ingredients in any external press release, advertising materials, publicity materials or other, without the prior written permission of Duynie Ingredients.
- 16.6 The Customer indemnifies Duynie Ingredients against any claims of third parties relating to the use of designs, materials, samples, brands and the like that have been provided to Duynie Ingredients by or on behalf of the Customer. This indemnification also includes the full costs incurred by Duynie Ingredients in defending these claims.

Article 17 Data privacy protection

- 17.1 Duynie Ingredients will solely process received personal data further to documented instructions from the Customer and will not in any way use (or cause to be used) such personal data other than as necessary for its performance under the Products Supply Agreement or as required by law.
- 17.2 Duynie Ingredients will implement appropriate technical and organisational security measures to ensure confidentiality and protection against loss or unlawful processing. The Customer is allowed, at its own expense, to periodically examine and evaluate whether Duynie Ingredients complies with this obligation. Duynie Ingredients will at the choice of the Customer, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.
- 17.3 At its first request Duynie Ingredients will assist the Customer and provide all information available which enables the Customer to comply with its own statutory obligations and to demonstrate this. The Customer acknowledges and agrees that in the course of its performance under the Product Supply Agreement, Duynie Ingredients may use further processors or sub-processors. Duynie Ingredients will impose upon such further processors the same data protection obligations as stipulated in this article.
- 17.4 To the extent permitted by law, Duynie Ingredients hereby excludes all liability resulting from or related to the processing of personal data under the Product Supply Agreement, including the actions and omissions of third parties engaged by Duynie Ingredients in that context. The limitation of liability as referred to above does not apply insofar as the damage is the result of wilful intent or gross negligence on the part of Duynie Ingredients or the management of Duynie Ingredients. The Customer will indemnify Duynie Ingredients against all costs incurred and damages suffered by Duynie Ingredients, which are the result of: (i) the Customer not complying with the applicable privacy and data protection laws (or not complying with it in a timely, correct or complete manner); and/or (ii) a claim of a third party (also including a data subject) that the processing of the personal data by Duynie Ingredients in accordance with this Product Supply Agreement infringes the rights of the third party concerned or is otherwise unlawful.

Article 18 Disputes and applicable law

- 18.1 All disputes arising under these Terms, from the Purchase Supply Agreement, and/or derived therefrom will be decided in the courts of the state of Florida, USA without reference to its conflict of law rules. This Product Supply Agreement is governed by and construed in accordance with the laws of the state of Florida. **Each party knowingly, voluntarily, and intentionally waives, to the fullest extent permitted by law, any right it may have to a trial by jury in any legal action arising out of or relating to the transactions contemplated herein.** Each party represents that it has consulted or had the opportunity to consult with legal counsel with respect to this waiver.
- 18.2 The legal relationships between Duynie Ingredients and the Customer (including, but not limited to, those pursuant to an offer and/or agreement) are governed exclusively by the laws of the State of Florida. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Article 19 Final provisions

- 19.1 Each party is an independent contracting party and neither party is authorised to represent or bind the other party. Nothing in the Product Supply Agreement establishes or will have established a joint venture, a partnership or an agency relationship between the parties.
- 19.2 The Customer cannot assign its rights nor obligations hereunder without the prior written consent of Duynie Ingredients.
- 19.3 The Product Supply Agreement and these Terms replace any other preceding agreement between the parties relating to the transactions contemplated herein. If any provision herein shall be held invalid, in whole or in part, such provision shall be stricken but the remainder of the provisions shall not be affected. To the extent permitted by law, such provision shall be deemed substituted by provisions that are valid and the operation and effect of which are as similar as possible to the provisions they substitute for. If and to the extent necessary, the parties will undertake to discuss the exact wording of such substitute provisions.



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
DUYNIE INGREDIENTS Inc.

- 19.4 NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, IS MADE BY DUYNIE INGREDIENTS UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING SIGNED BY DUYNIE INGREDIENTS. THE PRODUCTS ARE BEING SOLD "AS-IS".
- 19.5 Each sale transaction is expressly limited to the exact terms contained herein and in the Product Supply Agreement and invoked by the acceptance of an order by Duynie Ingredients.