

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1. Definitions

In these general terms and conditions, the following definitions shall apply:

1. **Buyer:** the private limited liability companies Pentrade Duty Free BV (Chamber of Commerce number 67281982) and 4 Cruise Supply B.V. (Chamber of Commerce number 69797676), having their registered office at Nieuwesluisweg 100 E, 3197 KV Botlek Rotterdam, the Netherlands, including any other affiliated companies, being the counterparty to the Agreement with the Supplier and the user of these Purchasing Conditions within the meaning of Article 6:231 sub b of the Dutch Civil Code.
2. **Supplier:** the producer or supplier of goods and the counterparty of the Buyer under the Agreement within the meaning of Article 6:231 sub c of the Dutch Civil Code.
3. **Order:** the placement by the Buyer with the Supplier of an order for the delivery of goods by the Supplier to the Buyer, whether or not based on a previously concluded framework or umbrella agreement.
4. **Agreement:** the purchase agreement relating to a single Order, or the framework or umbrella agreement between the Buyer and the Supplier on the basis of which future Orders will be placed by the Buyer with the Supplier.
5. **Purchasing Conditions:** these general purchasing conditions of the Buyer.
6. **Parties:** the Buyer and the Supplier jointly, and each individually a "Party".
7. **In Writing:** in these general terms and conditions, "in writing" shall also include communication by e-mail, fax, or digital means (for example via an online interface), provided that the identity of the sender and the integrity of the content are sufficiently established.

Article 2. Scope and applicability

1. These Purchasing Conditions apply to and form part of all legal relationships between the Parties in which the Buyer acts as (potential) purchaser and/or principal. In the event that the Supplier declares other general (sales) terms and conditions applicable, under whatever name, the Buyer hereby expressly rejects such terms and conditions. This rejection of the Supplier's terms and the applicability of the Buyer's Purchasing Conditions are accepted by the Supplier.
2. Deviations from these Purchasing Conditions shall only be valid if expressly agreed in writing. Such deviations shall have no effect with respect to any other (future) Agreements.
3. If the Buyer does not invoke any provision of these Purchasing Conditions in a particular case, this shall not be construed as a waiver of the Buyer's right to invoke such provision in other cases.

4. If one or more provisions or parts of provisions of these Purchasing Conditions are wholly or partially null and void and/or in conflict with mandatory statutory provisions, the Buyer shall be entitled to formulate a new provision which shall be deemed to form part of the Agreement and which shall approximate the nature and intent of the void provision as closely as possible. The remaining provisions of these Purchasing Conditions shall remain in full force and effect.
5. These Purchasing Conditions have been drawn up in several languages. In the event of any dispute regarding the content and/or interpretation thereof, only the Dutch text and its interpretation under Dutch law shall prevail at all times.
6. In the event of any conflict between the contents of an Agreement concluded between the Buyer and the Supplier and these Purchasing Conditions, the contents of the Agreement shall prevail.
7. These Purchasing Conditions may also be invoked by the directors, employees, representatives, and subcontractors of the Buyer. These Purchasing Conditions shall also apply to non-contractual claims.

Article 3. Formation of the Order

1. Any information, including quotations, price lists, etc., provided by the Supplier to the Buyer shall at all times be considered an irrevocable offer to the Buyer, unless it is unequivocally stated that the offer is non-binding, except insofar as otherwise follows from a previously concluded framework or supply agreement between the Parties. The Supplier shall never charge any costs in connection with issued quotations or other offers.
2. An Order shall not be deemed to have been formed until it has been confirmed in writing by the Buyer. Until the Order has been formed, the Supplier shall not be entitled to derive any rights from its relationship with the Buyer.
3. The Buyer shall furthermore at all times be entitled to withdraw or amend its Order within two working days after receipt thereof by the Supplier, without the Buyer being liable to pay any (damages) compensation to the Supplier. The day on which the withdrawal or amendment is sent by the Buyer to the Supplier shall be deemed to be the date/time of such withdrawal or amendment.

Article 4. Amendment of the Order

1. If, at the request of the Buyer, an Order placed by the Buyer is amended or supplemented, the Supplier shall, prior to honoring such request, inform the Buyer in writing within forty-eight (48) hours of any potential consequences for the agreed price and delivery time.
2. The Supplier may only amend or supplement an Order if such amendment or supplement has been expressly agreed upon in writing between the Buyer and the Supplier.
3. In the event of an amendment as referred to in this Article whereby the number or quantity of goods to be delivered is reduced, the agreed price per unit or quantity

shall not be increased. In the event of an amendment whereby the number or quantity of goods to be delivered is increased, the agreed price per unit or quantity shall be reduced in accordance with standards of reasonableness. Under no circumstances shall the price per unit or quantity exceed the originally agreed price per unit or quantity. The Supplier must reach agreement with the Buyer before delivering more or fewer goods.

4. The content and scope of an Order shall be evidenced exclusively by the purchase/order confirmation and any amendments or supplements thereto issued by the Buyer.

Article 5. Prices

1. The agreed price includes all costs incurred in connection with the goods up to and including delivery. The agreed price includes, but is not limited to, costs of storage and packaging, taxes, other levies, transport costs including demurrage, detention, and (transport) insurance, unless expressly agreed otherwise.
2. Unless otherwise agreed, all prices quoted by the Supplier shall be deemed to relate to delivery at the delivery address designated by the Buyer in accordance with the following Incoterms:
 - a. in the case of sea freight: DAP, FCA, CPT, or CIP (Incoterms, latest version);
 - b. in the case of road transport: FCA, CPT, DAP, or CIP (Incoterms, latest version).
3. The agreed price may never be unilaterally amended by the Supplier.
4. In the event that, after the conclusion of the Order, one or more cost price components increase (including but not limited to raw materials and labor costs, exchange rates, or taxes and/or excise duties), the Supplier shall not be entitled to increase the agreed price accordingly.
5. If the Supplier proceeds to increase the price, on whatever grounds, the Buyer shall be entitled to terminate the Order or dissolve it by means of an extrajudicial declaration, without being liable to pay any compensation or damages to the Supplier.

Article 6. Obligations of Supplier

1. Each quotation, offer, Order, delivery, Agreement, as well as any other statement by the Buyer and the Supplier shall at all times comply with the following, unless the Parties have expressly and in writing agreed otherwise in advance.
2. The Buyer aims to maintain the highest standards with regard to food safety, sustainability, and quality of the goods purchased and sold by it. All goods supplied by the Supplier to the Buyer must therefore be of optimal quality and optimal freshness. Furthermore, such goods must fully comply with the specifications and requirements as formulated by the Buyer in the Order and the Agreement. If the Order or Agreement implies that the Supplier has discretion with respect to the quality and/or freshness of the goods to be delivered, the Supplier shall at all times

choose the highest quality and highest degree of freshness that complies with any specifications issued by the Buyer.

3. Statements by the Parties regarding quality, quantity, dimensions, weight, color, composition, shape, dimensions, transport, packaging, temperature (during transport, interim storage, and upon delivery), expiration date, and the like shall form an integral part of what has been agreed and shall therefore be fully complied with by the Supplier.
4. The Supplier is obliged to immediately inform the Buyer of any change in the composition of the supplied product. In the event of such changes, the Supplier shall provide the Buyer with the relevant new product specifications, including a detailed description of the changes. The Buyer reserves the right to revise or terminate the Agreement in the event of such changes.
5. The Supplier shall provide the Buyer with new and up-to-date product specifications every three (3) years, including any changes in product characteristics, composition, or production processes.
6. The Supplier undertakes to provide the Buyer annually with valid certificates relating to product quality and safety (including but not limited to quality marks, product standards, and other relevant certifications). Such certificates must be valid for the calendar year in which the products are delivered.
7. The Supplier is obliged to ensure that all product labels comply with the applicable laws and regulations of the country of delivery. This includes, but is not limited to, requirements regarding product labeling, warnings, ingredient lists, and other mandatory information. The text on the labels must be in the language of the country in which the product is delivered, unless otherwise agreed in writing.
8. In particular, the Supplier undertakes and warrants towards the Buyer that it shall timely provide all information and documents relating to the goods and their handling which it knows or reasonably should know to be of importance to the Buyer. This includes, inter alia, information on the origin and nature of the goods and, where applicable, emissions/CO₂ output released during the production of such goods, as well as, in particular, any information that may be attributed to the Supplier in its capacity as manufacturer, importer, owner, or otherwise in relation to the goods. The Supplier further warrants at all times that its statements and actual delivery with regard to the characteristics of the goods referred to above comply with all applicable governmental and other statutory regulations and requirements.
9. The delivered goods must at all times correspond with previously provided samples and/or specifications agreed upon between the Parties.
10. The Supplier must at all times be able to demonstrate the origin of the goods. Upon first request, the Supplier shall provide the Buyer with authentic proof of origin of the goods.
11. The Supplier guarantees to the Buyer that it shall comply with the requirements set out in this Article. Instructions and/or directions from the Buyer, for example regarding the origin of the goods to be delivered, shall not affect these guarantees and obligations.

Article 7. Food safety

1. Pursuant to Regulation (EC) No. 852/2004 on the hygiene of foodstuffs, food business operators are responsible for ensuring (and safeguarding) the food safety of the products they place on the market. In order to ensure food safety, the Supplier shall produce products in accordance with applicable EU legislation and regulations.
2. The Supplier shall produce under a GFSI-recognized standard, including an implemented operational HACCP system.
3. The Supplier shall, in accordance with the requirements of the Netherlands Food and Consumer Product Safety Authority (NVWA), regularly carry out analyses relating to food safety, in compliance with the requirements set out in ISO/IEC 17025, both during and immediately after the production of the relevant product and at the end of its shelf life (best-before date).
4. In addition, the Supplier must comply with all applicable EU and Dutch legislation and regulations, including the Dutch Commodities Act (Warenwet) and related decrees, as well as, *inter alia*, the following regulations:
 - a. Regulation (EC) No. 178/2002 laying down the general principles and requirements of food law;
 - b. Regulation (EU) 2023/915 on maximum levels for certain contaminants in foodstuffs;
 - c. Regulation (EC) No. 1441/2007 on microbiological criteria for foodstuffs;
 - d. Regulation (EC) No. 396/2005 on maximum residue levels of pesticides in or on food and feed of plant origin;
 - e. Regulation (EC) No. 2073/2005 on microbiological criteria for foodstuffs.
5. The Supplier shall actively and adequately inform the Buyer of the analyses, certificates, and product specifications carried out or issued pursuant to this Article and shall, upon first request of the Buyer, provide the Buyer with the complete related documentation.

Article 8. Packaging

1. All goods shall be adequately packaged, taking into account the means of transport to be used and the applicable transit times. The goods shall reach their destination in good condition under the customary transport conditions applicable to goods of the relevant type and nature. The packaging shall be suitable for the (customary) storage of the relevant goods. If and insofar as the goods are not properly packaged, the Buyer shall be entitled to return such insufficiently packaged goods to the Supplier. In such case, the Supplier shall be fully liable for all damage suffered by the Buyer, whether direct or indirect, caused by such defective packaging.
2. In the case of the delivery of foodstuffs, the Supplier shall use exclusively packaging materials that are suitable and certified for the packaging of foodstuffs.
3. Furthermore, all packaging must comply with the applicable packaging legislation and regulations within the European Union. The Supplier shall ensure the provision of the correct (legally required) information to be printed on the label in accordance

with Regulation (EU) No. 1169/2011 on the provision of food information to consumers. In addition, the Supplier shall clearly indicate on the label whether the product contains substances listed on the LeDa list (LeDa allergen list).

4. The Buyer shall at all times be entitled to return packaging materials and packaging to the Supplier. Packaging materials shall be returned at the expense and risk of the Supplier to the address designated by the Supplier for this purpose, or, failing such designation, to the Supplier's nearest registered place of business.
5. If the Buyer has issued instructions in advance regarding the method of packaging and the materials to be used, such instructions shall be complied with by the Supplier and shall be deemed to form part of the Agreement.
6. The packaging of each individual product, as well as the outer carton or bulk packaging in which the products are delivered, shall be marked with the best-before date (BBD) and a lot code referring to the production date and production location. The lot code shall be stated in a clear and understandable coding so that it can be read by the Buyer. The Supplier shall communicate the lot coding to the Buyer prior to delivery.
7. The Supplier is obliged to provide the Buyer in a timely manner with all necessary information required for the calculation and payment of the waste management contribution as imposed by the applicable laws and regulations in the country of delivery. This includes, but is not limited to, data relating to the quantity, type, and packaging of the products supplied by the Supplier to the Buyer. The Supplier shall ensure that all information provided is accurate, complete, and submitted in a timely manner. If any changes occur in the packaging or composition of the delivered products that affect the calculation of the waste management contribution, the Supplier shall immediately inform the Buyer thereof and update the relevant data. The Supplier shall notify such changes within two (2) working days after the change has occurred. The Supplier shall be fully liable for any fines, claims, or other costs arising from incorrect, incomplete, or late provision of information relating to the waste management contribution. If, due to the Supplier's negligence, the Buyer fails to comply with the applicable laws and regulations regarding the waste management contribution, the Buyer reserves the right to claim damages.

Article 9. Inspection and quality controls and assessment

1. Sampling inspections and/or quality controls of the delivered goods may be carried out by the Buyer or by third parties designated by the Buyer, before, during, and after the actual delivery. Such inspections and/or quality controls shall include,

inter alia, checks of the temperature of the goods, the packaging, and the accuracy and origin of the documentation.

2. The Supplier undertakes to fully cooperate with such inspections and/or quality controls. This shall in any event include the obligation to grant access to the production facilities and storage locations of the goods, as well as to provide the necessary documentation and information at its own expense.
3. The costs of these inspections and/or quality controls shall be borne by the Buyer. Any travel and accommodation expenses incurred by the Buyer or by third parties engaged or designated by the Buyer shall also be borne by the Buyer.
4. If, on the basis of the inspections or quality controls referred to in this Article, the goods are wholly or partially rejected or disapproved by the Buyer, such goods shall, from that moment onwards, be at the expense and risk of the Supplier.

Article 10. Delivery

1. For the purpose of recording the date and time of delivery, the Supplier may use the time slot management system used by the Buyer.
2. The delivery period or delivery date shall be specified in the Buyer's order as the day, month, year and, if required, even the hour at which the goods must be delivered by the Supplier during the Buyer's normal business hours. If no specific delivery day has been specified, the delivery period shall be determined in consultation between the Parties or booked by the Supplier via the time slot management system.
3. Agreed delivery periods or delivery dates and/or times shall constitute strict deadlines (time is of the essence). If the Supplier fails to meet its delivery obligation by delivering at the agreed time, the Supplier shall automatically be in default by operation of law. In such case, the Supplier shall be liable for all damages resulting therefrom suffered by the Buyer and its customers. If the Supplier nevertheless delivers, mere acceptance of the delivery by the Buyer shall not imply that the Supplier has fulfilled all of its obligations.
4. If the Supplier fails to deliver the shipment on the agreed date and time, the Supplier shall owe the Buyer an immediately due and payable penalty of five percent (5%) of the invoice amount. The Buyer shall be entitled to set off this amount against any payment due to the Supplier.
5. If the Supplier is unable to deliver the goods on the agreed date and time or has failed to deliver the goods in a timely manner, the Supplier shall notify the Buyer thereof as soon as possible. The Parties shall then consult to agree on a new delivery date and time, insofar as the Buyer still wishes to receive the goods. Agreeing on a new delivery date and time shall not affect the Buyer's rights to recover damages suffered as a result of the late delivery from the Supplier. The Buyer shall not be obliged in any way to agree to a new delivery date and time. If the Buyer indicates that it no longer wishes to receive the delivery, it shall not be obliged to accept the goods or to pay any compensation.

6. If and insofar as the Buyer has expressed a preferred delivery date or delivery time in its Order to which the Supplier has not made any written objection, such preferred date shall be deemed to be the agreed delivery date.
7. The Supplier shall be liable for all damage, whether direct or indirect, caused by the Supplier's failure to deliver or late delivery.
8. Unless otherwise agreed in writing, the Supplier shall be responsible for the transport of the goods. The Supplier shall use its own means of transport or engage third parties at its own expense and risk. If the Supplier arranges transport by third parties, delivery shall only be deemed to have taken place at the moment immediately after the goods have reached the agreed delivery location of the Buyer and the Buyer has indicated that it is able to accept the delivery.
9. Upon each acceptance of a delivery, the Buyer shall be deemed to have made a reservation with regard to the quality and the contents of the delivery. If goods have been delivered that do not comply with the Agreement, the Buyer shall be entitled to lodge a complaint with the Supplier at the moment such defect becomes apparent to the Buyer. The Supplier shall be informed thereof as soon as reasonably possible.
10. Partial deliveries and deliveries made prior to the agreed delivery date or time, for which the Buyer has not granted prior written consent, may be refused or returned without prior notice at the expense and risk of the Supplier.
11. Each shipment must be accompanied by a packing list. The packing list shall at least contain the following information: (a) the entity to which the goods are delivered; (b) the Buyer's purchase order number; (c) the agreed Incoterm; (d) product description; (e) quantity per product type; (f) batch number; (g) best-before date; (h) production date; (i) lot code; (j) delivery date; (k) container and seal number (if applicable); (l) gross and net weight; and (m) number of pallets (if applicable).
12. The Supplier is obliged to provide each shipment with the following documentation: (a) CMR; (b) bill of lading (BL); (c) packing list; (d) copy of the invoice (if applicable); (e) T1 and/or excise goods document; (f) health certificate (if applicable); (g) certificate of origin; (h) VI1 document (if applicable); (i) product specification; (j) list of ingredients; (k) phytosanitary certificate; (l) documents evidencing compliance with EU legislation; (m) veterinary certificate; and (n) in the case of dairy products, a heat treatment declaration.
13. Upon delivery, the Supplier or the carrier engaged by it shall comply with the rules and regulations imposed by the Buyer on the Buyer's premises.

Article 11. Receipt of the goods

1. For the receipt of the goods, it is essential that the products are properly stacked. If multiple products are delivered on one pallet, it is desirable that a clear distinction

between the items is visible in order to enable inspection (verification of the type and quantity of the products) upon receipt.

2. If the goods do not comply with the Agreement and/or the specifications set by the Buyer, the Buyer shall be entitled to reject the goods. The Buyer shall (have) store(d) the rejected goods at the expense and risk of the Supplier.
3. If the goods are rejected by the Buyer or by third parties engaged by the Buyer, the Buyer or the relevant third party shall notify the Supplier thereof within five (5) working days after the rejection of the goods. The Supplier shall be obliged to take all necessary measures to ensure compliance with what has been agreed between the Parties.
4. Upon first request, the Supplier shall immediately and at its own expense collect the rejected goods from the Buyer or from a location designated by the Buyer, failing which the Buyer may return such goods to the Supplier at the Supplier's expense and risk without the Supplier's consent. If the Supplier refuses to accept the goods, the Buyer may store, sell, or destroy such goods at the expense and risk of the Supplier.
5. The foregoing paragraphs 2, 3, and 4 of this Article shall be without prejudice to the Buyer's right to claim additional or replacement damages.

Article 12. Payment

1. Unless otherwise agreed in writing, the Buyer shall fulfill its payment obligation within sixty (60) days after delivery of the goods and receipt of the corresponding invoice. If and insofar as the Buyer has lodged a complaint with the Supplier regarding (part of) the invoiced amount, the Buyer shall be entitled to suspend its payment obligation in respect of the disputed portion. The Buyer shall furthermore be entitled to return incorrectly addressed or otherwise incorrect invoices to the Supplier without being obliged to make any payment in respect thereof.
2. If and insofar as the Buyer has made payments to the Supplier before such payments became due in accordance with paragraph 1 of this Article, such payments shall be immediately refunded to the Buyer without any set-off by the Supplier. No legal consequences may ever be attached to any payment made by the Buyer, nor may such payment be construed as an acknowledgment of proper performance of the Agreement by the Supplier.
3. Each payment shall be applied by the Supplier to the debt as specified by the Buyer in connection with such payment. Such specification may be made prior to, simultaneously with, or after the relevant payment.
4. The Buyer shall at all times be entitled to set off any due claim of the Supplier against any claim of the Buyer on the Supplier, whether or not such claim is due or arises in the future.

Article 13. Complaints

1. The Buyer shall never be bound by any time limit imposed by the Supplier within which the Buyer must notify the Supplier of the rejection of the delivered goods or within which the Buyer must lodge a complaint.
2. Even if it only becomes apparent after processing or handling of the goods or after delivery to the Buyer's customers that the Supplier has failed to properly perform its obligations, the Buyer shall be entitled on that basis to terminate the Agreement and/or dissolve it by means of an extrajudicial declaration, and the Supplier shall be obliged to compensate the Buyer for all damages suffered.
3. The Buyer shall at all times be entitled to return the goods delivered by the Supplier at the expense and risk of the Supplier if there is a failure in the performance of the delivery obligation, after which the Supplier shall be obliged to refund any amounts already paid by the Buyer or to issue a credit note for any goods remaining unpaid.
4. After lodging a complaint, the Buyer shall have the option, at the expense of the Supplier, either to have the relevant goods replaced or to be indemnified by the Supplier for the relevant part of the delivery.

Article 14. Liability, indemnity and insurance

1. The Supplier shall be liable for all damage of whatever nature suffered by the Buyer and/or subsequent purchasers or users, including the — ultimate — consumer of the delivered goods (whether or not in processed form), as a result of a failure by the Supplier to perform its obligations and/or as a result of any act or omission of the Supplier, its personnel, or third parties engaged by the Supplier. The Supplier's liability shall include, *inter alia*, damage caused by death or personal injury, damage to property of third parties, business interruption, and loss of profit or income.
2. The Supplier shall be obliged to insure its liability for such amounts as are customary in the European food industry. The insurance coverage shall amount to at least EUR 5,000,000. Upon first request, the Supplier shall provide the Buyer with access to the relevant insurance policies and shall submit an insurance certificate evidencing such coverage.
3. Furthermore, the Supplier is obliged to insure the goods to be delivered against the customary risks during both storage and transport. The Supplier shall not be permitted to pledge, assign, or otherwise provide as security to any third party any insurance claim arising therefrom. The Supplier hereby declares in advance its willingness to assign such insurance claims to the Buyer, free of charge, upon first request.
4. The Supplier shall indemnify and hold the Buyer harmless against all third-party claims in connection with the Agreement and/or in connection with the goods delivered by or through the Supplier and/or in connection with any act or omission of the Supplier or its auxiliaries. To this end, the Supplier shall, upon first request of the Buyer, assume the defense in any judicial or arbitral proceedings. The Supplier shall also indemnify the Buyer for all costs associated with such judicial or arbitral proceedings, including the full costs of legal assistance and extrajudicial costs.

5. Any liability of the Buyer for damage of whatever nature is excluded, except insofar as such damage is caused by intent or willful misconduct of the partners or management of the Buyer, with knowledge that such damage would probably result therefrom.
6. If partners of the Buyer, insurers of the Buyer, employees of the Buyer, and/or persons whose services the Buyer uses in the performance of the Agreement are held liable, such persons may invoke any exemption from or limitation of liability that the Buyer may invoke pursuant to these Purchasing Conditions or any other statutory or contractual provision.

Article 15. Confidentiality

1. The Supplier warrants to the Buyer that it shall keep confidential all business information made available to it in the context of the Agreement and shall impose the same confidentiality obligation on its employees and on any third parties engaged by the Supplier in the performance of the Agreement with the Buyer.
2. The Supplier shall only be permitted to disclose to third parties the existence of any Agreement or delivery involving the Buyer after having obtained the Buyer's prior written consent. The Buyer shall be entitled to attach conditions to such consent.

Article 16. Infringements of third-party rights

1. The Supplier warrants that:
 - a. the use (including resale) of the goods delivered shall not infringe any (intellectual) property rights or other (proprietary) rights of third parties;
 - b. the goods delivered by it and/or any packaging materials not originating from the Buyer do not infringe any intellectual property rights, including but not limited to trade names, copyrights, design rights, trademark rights, and patent rights.
2. The Supplier shall indemnify and hold the Buyer harmless against all claims of third parties arising from any infringement of (intellectual) property rights or other (proprietary) rights of third parties in respect of goods delivered by the Supplier to the Buyer, and the Supplier shall compensate the Buyer for all damage resulting therefrom.

Article 17. Intellectual property

1. The Supplier shall not be permitted, in any manner whatsoever, to use the trade names, logos, and/or trademarks of the Buyer outside the scope of the Agreement, including but not limited to for marketing purposes, deliveries, public relations, or otherwise.

2. All products, materials, and recipes made available by the Buyer to the Supplier, or manufactured by the Supplier on behalf of the Buyer, may be used by the Supplier exclusively and solely for the manufacture, development, and production of products for the Buyer within the scope of the Agreement.
3. The Supplier shall not be permitted, in any manner whatsoever, to use recipes supplied by the Buyer or developed in the name of the Buyer by the Supplier or any third party outside the scope of the Agreement, including but not limited to for the production of goods for third parties or for the Supplier's own purposes.
4. The Supplier shall not be permitted, in any manner whatsoever, to use goods and raw materials supplied by the Buyer outside the scope of this Agreement, including but not limited to for the production of goods for third parties or for the Supplier's own purposes.
5. All intellectual property rights relating to the recipes of products produced by the Supplier on behalf of the Buyer, recipes supplied by the Buyer to the Supplier, as well as recipes developed by the Supplier on behalf of the Buyer, shall vest exclusively in the Buyer. The provision of any recipe by the Buyer to the Supplier shall not grant the Supplier any right to disclose such recipe, share it with third parties, imitate it, or use it for any production other than the production expressly commissioned by the Buyer.
6. If the Buyer establishes that the Supplier has made unauthorized use, in breach of the provisions set out above, of products supplied by the Buyer and/or recipes supplied by the Buyer or developed on behalf of the Buyer, the Buyer shall be entitled to dissolve all agreements then in force with the Supplier with immediate effect, without being liable to pay any compensation. On the basis of such unauthorized use, the Supplier shall be liable and shall compensate the Buyer for all direct and indirect damages suffered as a result thereof. In addition, the Parties agree that, due to such unauthorized use (not as a penalty), the Supplier shall pay the Buyer a fixed amount of damages in the amount of EUR 150,000 for each violation of the provisions of this Article, unless the Buyer notifies the Supplier in writing that it elects to claim full compensation for damages from the Supplier. The damages suffered shall in that case also include any profits unlawfully generated by the Supplier as a result of the infringement.

Article 18. Assignment

1. The Supplier shall not be permitted, without the Buyer's prior written consent, to assign or transfer, in whole or in part, any rights and obligations arising from the Agreement to third parties.

2. The Supplier shall not be permitted, without the Buyer's prior written consent, to subcontract, delegate, or otherwise transfer the performance of the Agreement, in whole or in part.

Article 19. Termination

1. If the Supplier fails to comply, fails to properly comply, or fails to comply in a timely manner with any obligation arising for it from the Agreement or from these Purchasing Conditions, as well as in the event of its bankruptcy, suspension of payments, placement under guardianship, or attachment of or liquidation of the Supplier's business, the Buyer shall, at its sole discretion and without any obligation to pay compensation and without prejudice to any other rights to which it is entitled, be entitled to dissolve the Agreement in whole or in part or to suspend the (further) performance of the Agreement.
2. In such cases, the Buyer shall furthermore be entitled to demand immediate payment of all amounts owed to it.
3. If proper performance by the Buyer becomes wholly or partially impossible, whether temporarily or permanently, as a result of one or more circumstances not attributable to the Buyer, including the circumstances referred to in the following paragraph, the Buyer shall be entitled to dissolve the Agreement without being liable to pay any compensation to the Supplier.
4. Circumstances which shall in any event not be attributable to the Buyer include acts or omissions (excluding intent or willful misconduct) of persons engaged by the Buyer in the performance of the obligations, strikes, amended or new legislation or regulations, lockouts, illness, import, export and/or transit bans, transport problems, failure of suppliers to meet their obligations, production disruptions, natural and/or nuclear disasters, acts of war and/or terrorist attacks or the threat thereof.

Article 20. Recall

1. The Supplier shall designate a contact person who can be reached by the Buyer twenty-four (24) hours a day in the event of a potential recall action. If the (details of such) contact person change, the Supplier shall immediately inform the Buyer thereof and provide the updated contact details.
2. If either Party becomes aware of a defect in the delivered goods (including packaging), such Party shall immediately inform the other Party thereof, stating:
 - a. the nature of the defect;
 - b. the goods affected;
 - c. all other information that may be relevant.

3. The Parties shall subsequently consult with each other and take all measures necessary under the circumstances. Such measures may include, inter alia, the suspension of deliveries, the cessation of production, the blocking of product stocks (whether or not held by customers of the Buyer), and/or the initiation of a recall. The Buyer shall have the exclusive right to decide whether and which of these measures shall be taken and how they shall be implemented. The Supplier shall provide all reasonable cooperation in the execution of such measures and, insofar as the cause thereof is attributable to the Supplier, shall bear the costs thereof, without prejudice to the other provisions of these Purchasing Conditions.
4. The Supplier shall be obliged to keep confidential all information relating to measures taken or potentially to be taken, unless and insofar as a governmental authority imposes such a measure.

Article 21. Limitation

All claims of the Supplier against the Buyer shall lapse and be time-barred upon the expiry of one (1) year from the date of formation of the Agreement.

Article 22. Compliance with laws and regulations

1. By accepting these Purchasing Conditions, the Supplier warrants that, in the performance of the Agreement, it shall not act in violation of any applicable laws and regulations, including but not limited to applicable import and export regulations, sanctions laws and regulations, and trade embargoes.
2. The Supplier represents and warrants that it does not engage in bribery, forced or child labor, or other ethically unacceptable business practices, nor in any trade or conduct in violation of applicable competition and antitrust laws.
3. The Supplier shall indemnify and hold the Buyer harmless against any fine, penalty, or damage arising from any breach by the Supplier of this Article.

Article 23. Force majeure

1. Insofar as a failure to perform any obligation under the Agreement and/or an Order cannot be attributed to the Supplier, the Supplier shall not be in default and shall not be liable for damages. In such case, however, the Supplier shall immediately inform the Buyer in writing of the force majeure situation, its cause, and the period during which it is expected to continue. Force majeure shall in any event **not** include: staff shortages, strikes, failure of any third party engaged by the Supplier, transport problems on the part of the Supplier or third parties engaged by the Supplier, equipment failure, IT disruptions or cyberattacks (unless demonstrably resulting from a large-scale, unforeseen attack and the Supplier has taken all reasonable measures to prevent such attacks), shortages of raw materials or materials, liquidity or solvency issues of the Supplier, or governmental measures affecting the Supplier.
2. In the event of force majeure, the Buyer shall be entitled to suspend its payment obligations.

3. The Parties agree that the Supplier may only invoke force majeure if it notifies the Buyer in writing, with reasons and supporting evidence, within five (5) working days after the commencement of the force majeure situation.
4. If the force majeure situation continues for more than fifteen (15) working days, the Buyer shall be entitled to dissolve the Agreement, in whole or in part, without being liable to pay any compensation.

Article 24. Miscellaneous

1. The provisions of these Purchasing Conditions shall not affect or prejudice any right, claim, authority, remedy, or defense to which the Buyer may be entitled under any other provision or on any other legal or contractual basis.
2. The Supplier hereby waives all rights and authorities that it may have pursuant to any right of suspension, right of retention, right of pledge, or right to dissolve the Agreement. The Supplier warrants that the Buyer shall acquire unencumbered title to the goods.
3. Representatives and employees of the Buyer shall only be authorized to represent the Buyer within the limits recorded in the Trade Register of the Chamber of Commerce. Any agreements entered into by representatives or employees of the Buyer outside their authority shall not bind the Buyer unless confirmed in writing by the Buyer.
4. Provisions which by their nature are intended to survive the termination of the Agreement shall remain in full force and effect after termination of the Agreement.
5. In order to promote certain products or brands to customers, the Buyer must be able to use the logos and brand names of the relevant products and brands. The Supplier shall enable the Buyer to use such logos and brand names and shall, for this purpose, provide the Buyer with the logos in digital form and in sufficient quality.

Article 25. Amendment of Purchasing Conditions

1. The contents of these Purchasing Conditions may be unilaterally amended or supplemented by the Buyer from time to time. Any amendments or supplements shall enter into force on the date determined by the Buyer, provided that the Buyer notifies the Supplier in writing of the proposed amendments at least thirty (30) days in advance.
2. If the Supplier does not agree with the proposed amendments or supplements, it shall be entitled to terminate the Agreement in writing prior to the date on which the amendments take effect. Continued performance of the Agreement after the effective date of the amendments, without written objection by the Supplier, shall be deemed acceptance of such amendments.
3. Minor or technical amendments of a non-material nature, which do not materially affect the rights and obligations of the counterparty, may be implemented unilaterally at any time without prior notice.

Article 26. Survival

The provisions of the Purchasing Conditions and the Agreement which are expressly intended, or by their nature intended, to survive the termination of the Agreement shall remain in full force and effect thereafter and shall continue to bind both Parties.

Article 27. Applicable law

The legal relationship between the Buyer and the Supplier shall be governed exclusively by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Article 28. Competent court

All disputes arising out of or in connection with these Purchasing Conditions or the Agreement(s) between the Buyer and the Supplier shall be exclusively submitted to the competent court in Rotterdam, the Netherlands.