

# General Sale & Delivery Terms and Conditions of HHOYA B.V.

## 1. General

- 1.1 All offers, quotes and assignments relating to the sale and delivery by HHOYA B.V. (hereinafter: "seller") to the buyer and all contracts made with the seller are subject to these terms and conditions.
- 1.2 All offers and quotes of the seller are non-binding and subject to confirmation, unless the offer or quote states otherwise.
- 1.3 A contract shall only be formed upon written confirmation by the Seller (e.g., through a confirmed sales order or order confirmation). Any acceptance or purchase order from the Buyer shall not be binding on the Seller unless and until confirmed by the Seller in writing. The applicability of any general terms and conditions of the Buyer is hereby expressly rejected.
- 1.4 If the acceptance includes reservations or changes to the offer or quote, the contract will only be formed if the Seller confirms these deviations in writing, for example, through a confirmed sales order or order confirmation. Any changes to the purchase contract or deviations from these general sales terms and conditions will only be effective if agreed upon in writing by both the Buyer and Seller.

## 2. Delivery and time of delivery

- 2.1 The delivery dates provided are best estimates, based on current production and shipping schedules, and are **non-binding**, unless explicitly confirmed otherwise in writing by the Seller. Exceeding of delivery times does not give the buyer the right to additional or substitute compensation or the right not to perform his own obligations under the contract.
- 2.2 The delivery time will only commence after the Seller has received all necessary information, materials, advance payments, and an accepted credit limit from the credit insurer, if applicable. The delivery time will not begin until the Seller has received these requirements in full or after the necessary security has been provided.
- 2.3 All deliveries will be made in accordance with the agreed Incoterms, which will be specified in the contract or order confirmation. If no Incoterm is explicitly agreed upon, deliveries shall be made EXW (Ex Works) from the Seller's warehouse/office, unless otherwise agreed. Goods shall be deemed delivered when they are ready for transport at the Seller's premises.
- 2.4 The Seller reserves the right to make partial deliveries. Each partial delivery shall be considered an independent delivery, subject to the applicable Incoterms. For partial deliveries, the delivery terms agreed upon will apply separately to each part, and the Buyer shall be required to fulfill payment for each delivery as specified.

## 3. Acceptance, inspection and storage, physically at delivery of the goods

- 3.1 The Buyer is obliged to immediately accept the goods upon delivery, once the Seller offers them for receipt. If the Buyer does not take receipt of the goods, they shall be deemed accepted by the Buyer.
- 3.2 Upon delivery, the Buyer is required to inspect the goods for quality and conformity in accordance with any applicable regulations, including food safety standards or other relevant industry standards. The inspection should include, but is not limited to, verifying the condition of packaging, temperature control (for perishable goods), and the integrity of the goods. If the Buyer fails to inspect the goods as required, the goods shall be deemed approved and accepted by the Buyer.
- 3.3 The Buyer must present complaints related to visible defects (including delivered quantity and quality) in writing no later than 5 working days after delivery. Failure to do so will result in the lapsing of any claim against the Seller. For latent defects (e.g., damage that is discovered after unwrapping or stacking goods), the Buyer must report the issue in writing no later than 50% of the time between production date and expiry date of the goods, or within 14 days after delivery, whichever comes first. Any claims for damage discovered after this period will not be accepted by the Seller. The Buyer is responsible for the proper storage and handling of goods immediately upon receipt, and claims for damage discovered after improper storage or handling will not be entertained.
- 3.4 Complaints relating to defects in a portion of the goods do not entitle the Buyer to reject the entire batch of goods.
- 3.5 Upon the Seller's request, the Buyer must promptly provide samples of the goods subject to complaint, packaged in an acceptable manner for inspection purposes.
- 3.6 If the Buyer is unable to take receipt of the goods at the agreed time, and the goods are ready for shipment, the Seller may, at the Buyer's request and provided that the Seller has the capacity to do so, store the goods. The Buyer assumes responsibility for ensuring that the goods are stored in accordance with any applicable regulations, including those concerning temperature control, hygiene, and other conditions required by relevant industry standards. If no specific regulations apply, the Buyer shall ensure that the goods are stored under appropriate conditions to prevent deterioration. Any storage costs incurred will be borne by the Buyer.
- 3.7 The Buyer shall reimburse the Seller for storage costs based on the Seller's usual rate, or, in the absence of such a rate, according to industry standards. This payment obligation commences when the goods are ready for shipment or when the agreed delivery date has passed, whichever is later.
- 3.8 The Buyer shall carefully inspect the goods upon delivery for any visible damage, shortage, or discrepancy.
- (a) Where the Seller's driver or representative is permitted to be present during unloading, any visible issues must be clearly noted on the delivery document (e.g., CMR) and countersigned by the Buyer's representative at the time of receipt. These must also be reported to the Seller in writing within 24 hours after delivery.
- (b) If the Buyer has a policy or practice that prohibits the Seller's driver or representative from being present during unloading — regardless of whether the Seller's representative would normally be able to do so — the Buyer assumes full responsibility for any damage that may occur during or after unloading. Any visible damage or discrepancies must be reported in writing within 3 working days after delivery. Claims related to such damage will not be accepted unless the Buyer can provide indisputable proof that the damage occurred prior to unloading and was not caused during handling on the Buyer's premises. In all cases, the burden of proof for any claim of damage rests with the Buyer. Failure to comply with the obligations set out in this clause may result in the forfeiture of the right to submit any claims relating to visible damage or discrepancies.
- 3.9 The Buyer must not use any goods where the packaging, including pallets, intermediate layers (e.g., between goods), or any other protective material, is visibly damaged or compromised, as this may lead to contamination, spoilage, or degradation of quality. The Buyer must also notify the Seller of any damage to pallets, intermediate layers, or other protective materials upon delivery, in compliance with applicable safety standards and regulations. The Seller shall not be liable for any quality or safety issues arising from the use of goods with damaged packaging or compromised pallets/intermediate layers if this instruction is disregarded.
- 3.10 Where applicable and communicated separately, the Buyer is required to perform material checks (e.g., using magnets for ferrous contamination) prior to incorporating the goods into their production processes, in accordance with applicable safety regulations and industry standards. The Seller shall not be liable for any losses resulting from the failure to perform such checks prior to use, especially in relation to contamination or safety issues.
- 3.11 As a mandatory condition for any claim, the Buyer shall, under all circumstances, provide sufficient supporting evidence of the issue. This includes, but is not limited to, clear photographs or videos, relevant documentation, and, where applicable, batch or lot numbers. Claims submitted without such supporting evidence may be rejected by the Seller without further investigation. In the event of a complaint, the Seller shall have the right to inspect the goods at the Buyer's site. For obligations related to preservation of goods and cooperation with surveys, see Clause 5.5.

## 4. Price, payment and security

- 4.1 The prices stated by the seller or agreed with the seller are exclusive of VAT, unless otherwise agreed. Prices are also exclusive of any other costs not specifically included in the contract, such as -but not limited to- shipping, handling, customs duties, or taxes.
- 4.2 The prices stated by the seller or agreed with the seller are based on price-determining factors which apply at the time the contract is concluded. If, after the contract is concluded, these cost-determining factors (e.g., wages, duties, production costs, or costs of (raw) materials) increase, the seller is entitled to pass such increases on to the buyer.
- 4.3 Unless otherwise agreed, all stated prices are in euros. If the Buyer requests a change of currency after the contract has been concluded, the Seller reserves the right to apply the exchange rate either from the date of the original transaction or from the date of the Buyer's request, at the Seller's

discretion. The price will be adjusted based on the exchange rate chosen by the Seller, and any additional costs or fluctuations resulting from the currency change will be borne by the Buyer. Currency fluctuations will be charged on to the other party.

4.4 Unless otherwise agreed, all payments must be made within 30 days after the invoice date to the bank account number designated by the Seller. If the Buyer requests a longer payment term after accepting the price, the Seller reserves the right to increase the price accordingly. The Buyer is not entitled to any suspension, discount, set off, or attachment of claims of the Seller on the Buyer or of goods of the Seller in the Buyer's possession. Lodging complaints or claims will not suspend the Buyer's payment obligations.

4.5 If the Buyer does not perform his payment obligations on time and fails to comply with a notice of default giving a term of one week to comply, the Seller is entitled to deem the contract terminated without judicial intervention. In such case, the Buyer is liable for the loss suffered by the Seller, including but not limited to lost profit, transport costs, the costs of the notice of default, extrajudicial collection costs, and interest on the outstanding amount. The interest rate will be the statutory interest rate applicable in the Seller's jurisdiction but at least 8%.

4.6 If the Seller, in the event of default by the Buyer, takes extrajudicial or judicial measures, all related costs are at the Buyer's expense. The extrajudicial costs include, but are not limited to, actual legal, judicial, and other collection expenses, as well as the statutory interest and any additional costs incurred as a result of the default.

4.7 Even if the buyer exercises their right to storage as referred to in Clause 3, the buyer remains obliged to make timely payment of the purchase price within the term set out in Clause 4.4, regardless of whether the goods have been delivered or not.

4.8 The Buyer is required, upon the Seller's first request and both before and after entering into a contract, to promptly provide adequate security for the fulfillment of all its obligations, in a form acceptable to the Seller. This includes but is not limited to a positive credit assessment or insurability of the Buyer by the Seller's credit insurance provider. If such insurability is not granted or is withdrawn, the Seller reserves the right to suspend performance of its obligations and/or require prepayment or alternative security without liability for any resulting damages.

In contracts where payment after delivery has been agreed, the Seller shall at all times have the right to demand prepayment for the contract quantity. The Seller shall notify the Buyer of such demand at least four (4) working days prior to the intended delivery date.

In lieu of prepayment, the Buyer may opt—at its own cost—to provide an irrevocable bank guarantee in a form acceptable to the Seller. Upon full payment, such guarantee shall automatically become void. If the Buyer refuses or fails to provide such prepayment or adequate security, the Seller may terminate the contract without liability.

4.9 The parties agree that all deliveries under this agreement are subject to the Incoterms applicable to the respective transaction, as specified in the individual order. The Incoterm will be agreed upon in writing at the time of order placement. If no specific Incoterm is stated, EXW (Ex Works) will apply by default.

4.10 The applicable Incoterm as agreed in the contract shall govern the allocation of transport, insurance, duties, and related costs and responsibilities between the parties. Unless otherwise explicitly agreed in writing, the Seller shall bear only those risks and costs which fall under its obligations pursuant to the agreed Incoterm. The Buyer shall be responsible for all other risks and expenses arising beyond the Seller's scope of delivery, including but not limited to delays, customs clearance, and local regulatory compliance.

4.11 The Seller shall make reasonable efforts to deliver the goods in accordance with the agreed delivery conditions and timelines. However, the Seller shall not be liable for delays resulting from circumstances beyond its reasonable control, including but not limited to transport disruptions, customs delays, natural disasters, or other force majeure events. Such delays shall not entitle the Buyer to compensation or termination of the contract.

4.12 The responsibilities and cost allocations related to transport, duties, and taxes shall follow the agreed Incoterms. This does not limit the Seller's right under Clause 4.2 to pass on any cost increases occurring after the contract has been concluded.

4.13 Before the conclusion of the contract or delivery of goods, the Buyer shall provide proof of credit insurance or an approved credit limit by the Seller's credit insurer. If the Buyer fails to provide adequate credit coverage or an acceptable credit limit, the Seller reserves the right to suspend or terminate the contract without liability for compensation, or to require prepayment or additional security for the goods.

## 5. Quality and guarantee

5.1 The Seller shall, upon timely and substantiated notification of a defect by the Buyer, assess the complaint and, where applicable, either repair, replace or credit the affected goods at its sole discretion. The Buyer shall allow the Seller a reasonable period to investigate and respond. Where the Buyer operates under a food safety or quality certification (e.g. BRC, FSSC 22000, IFS), the Seller shall, upon request, reasonably cooperate with the Buyer's documentation and reporting requirements related to non-conformities or product quality. Such cooperation shall not imply any admission of liability or acceptance of additional obligations beyond those explicitly agreed under this contract.

All corrective actions shall be limited to the scope of the affected goods, and the Seller shall not be liable for any indirect, consequential or reputational damages arising from the complaint.

5.2 The seller does not guarantee that the goods are suitable for the intended by the buyer, as the seller is not aware of the specific purpose for which the buyer intends to use them. Therefore, the seller cannot determine if the goods are suitable for such use, unless otherwise agreed upon between the parties.

5.3 There is no right to a guarantee as referred to in Clause 5.1:

- a. if the instructions for storage and/or use stated by the seller or on the packaging or the product instructions have not been followed.
- b. if the delivered goods have been used inexpertly or have not been used in accordance with the agreed or usual use.
- c. if the buyer does not perform an obligation relating to the seller to which he is subject, does not perform such properly or does not perform such in time.
- d. with regard to goods for which the shelf life has already expired.
- e. if the delivered goods have been damaged by the buyer or by external causes.
- f. if the goods have in the meantime been processed or altered.

This also includes, but is not limited to, the use of goods with visibly damaged packaging, pallets, or separators, as outlined in Article 3

5.4 The Seller guarantees that the goods meet the agreed specifications and legal requirements at the time of delivery, including quality, safety, and labeling standards. The Buyer is responsible for ensuring that the goods meet any specific standards or certification requirements (e.g., BRC, FSSC 22000) relevant to their operations, including inspection and traceability. Claims related to shelf life, quality deviations, or labeling errors must be reported in accordance with Clause 3, before the expiration of the product's shelf life. Unless otherwise agreed, the risk of deterioration or loss of goods passes to the Buyer upon delivery, regardless of their use or storage.

5.5 The Buyer shall not destroy, dispose of, process, or otherwise alter any allegedly non-conforming goods without the Seller's prior written consent. In the event of a claim or dispute, the Buyer is obligated to preserve the goods in their original condition to the greatest extent possible and to grant the Seller and its insurer full access to inspect the goods, including, where applicable, unopened containers, pallets, or packaging.

If unloading or segregation is unavoidable, the Buyer shall ensure that the goods are clearly marked, stored separately, and documented thoroughly by means of high-quality photos, videos, and full written reports. Failure to preserve the condition of the goods or to cooperate with the survey process shall result in the forfeiture of any right to compensation, return, or replacement of the goods, and the Seller shall bear no liability for any related damages or losses.

## 6. Transfer of title and risk

6.1 Ownership of the goods shall not pass to the buyer until the buyer has fulfilled all obligations under the agreement, including the full payment of the purchase price. Until that time, the goods remain the property of the seller, regardless of the transfer of risk as described in the applicable Incoterm.

6.2 Risk of loss, damage, or deterioration of the goods shall transfer from the Seller to the Buyer in accordance with the applicable Incoterm. If no Incoterm is agreed, risk shall transfer when the goods are handed over to the first carrier for transportation to the Buyer or when the goods are made available for pickup by the Buyer at the Seller's premises or warehouse.

6.3 In the event that the Buyer requests a change in the agreed Incoterm or payment terms after the contract has been concluded, the Seller reserves the right to adjust the price, delivery conditions, and/or transfer of risk and ownership accordingly. Any additional costs resulting from such changes, including any fluctuations in currency or transportation costs, will be borne by the Buyer.

6.4 Upon delivery, the Buyer is responsible for inspecting the goods immediately. If any visible defects, damage, or shortages are found, the Buyer must report these in writing to the Seller without undue delay, and in any case within 24 hours of delivery. Failure to report such issues within the specified time will result in the goods being deemed accepted and free from any defects. This is without prejudice to the Buyer's rights regarding hidden defects (as per Article 3).

6.5 If, for any reason, the Buyer is unable to take possession of the goods at the agreed time and the Seller agrees to store the goods (as per Article 3), ownership remains with the Seller until the goods are delivered to the Buyer. Risk passes according to the applicable Incoterm at the time of the agreed delivery or when the goods are ready for shipment. Any costs related to storage, deterioration, or loss of quality are the responsibility of the Buyer from the time the goods are ready for shipment.

6.6 In the case of perishable goods, the Buyer is responsible for ensuring proper handling and storage upon delivery, especially when storage is required beyond the agreed delivery date. The Seller shall not be liable for any deterioration or loss of quality in the goods if these goods are not stored in accordance with proper conditions.

## 7. Force majeure

7.1 In the event of force majeure affecting the Seller, the Seller's obligations under the contract shall be suspended for the duration of the event, and the agreed delivery term shall be extended accordingly. The Seller shall not be liable for any damage, loss, or cost resulting from such suspension.

7.2 "Force majeure" shall mean any event or circumstance beyond the reasonable control of the Seller which prevents or materially hinders the performance of its contractual obligations, even if such event could have been foreseen at the time of concluding the agreement. This includes, without limitation, situations such as armed conflict, civil unrest, acts of terrorism or sabotage, pandemics or other public health emergencies and related governmental containment measures, natural disasters including floods, earthquakes or extreme weather, fire, explosions, labor unrest or strikes, shortages of personnel or materials, acts or omissions of government authorities such as embargoes, sanctions, or changes in legislation affecting trade, significant increases in tariffs, customs duties or other governmental levies imposed after the conclusion of the contract that render performance commercially unreasonable, as well as breakdowns or failures in production, utilities, transport or telecommunication systems. Force majeure also includes disruptions in international logistics, including but not limited to port closures, shipping delays, or blockages of major trade routes, and delays or failures by third parties upon which the Seller relies for the supply or transport of goods or services.

7.3 The Seller shall notify the Buyer without undue delay of the occurrence of a force majeure event, stating the nature of the event, its expected duration, and the likely impact on the performance of the contract.

7.4 If the force majeure event continues for more than two (2) months, either party may terminate the contract in whole or in part by written notice, without liability for damages. Termination shall not affect the Seller's right to payment for goods already delivered, nor for goods procured, reserved, or prepared specifically for the Buyer prior to the force majeure event. In such cases, the Seller may, at its sole discretion, proceed with delivery, and the Buyer shall remain obliged to accept and pay for the goods.

Return of delivered goods shall not be permitted under any circumstance unless explicitly approved in writing by the Seller. Any such exception must be justified by demonstrable legal or regulatory constraints making the goods unusable for their certified purpose, and all associated costs and risks shall be borne by the Buyer.

## 8. Termination

8.1 Without prejudice to the provisions of Clause 4, the Seller shall have the right to suspend performance of its obligations under the contract or to terminate the contract, in whole or in part, with immediate effect and without prior notice of default, by means of written notice, if the Buyer is declared bankrupt or enters into liquidation, if the Buyer applies for or is granted a (provisional) suspension of payments, if the Buyer, being a natural person, is granted a debt restructuring scheme by a court, or if the Buyer's assets or a substantial part thereof are attached, placed under administration, or otherwise removed from their control.

8.2 In the event of termination under this Clause, all claims of the Seller shall become immediately due and payable. The Buyer shall be liable for all losses incurred by the Seller, including but not limited to lost profit, transport costs, administrative expenses, and any costs relating to the termination. Any amounts already paid by the Buyer shall be retained by the Seller and shall not be subject to restitution.

8.3 If the Seller terminates the contract pursuant to Articles 4 or 8 prior to the delivery of the goods, the Seller shall additionally be entitled to the full agreed price for the undelivered goods, less any cost savings directly resulting from the termination. The Buyer acknowledges that such cost savings are at the Seller's discretion and shall be limited to objectively quantifiable amounts.

## 9. Liability and indemnification

9.1 The seller, as a **trader** and not a manufacturer, shall not be held liable for any manufacturing defects or issues related to the production of the goods. The seller's liability for any shortcomings or defects in the goods is limited to the compliance with the guarantee described in Clause 5.1. The seller is not liable for any further compensation, unless the loss suffered is due to the seller's intent or gross negligence, or that of the seller's own employees.

9.2 Except in cases of the seller's own intent or gross negligence, the seller's liability for business, consequential, or indirect loss -regardless of the form- shall always be excluded. This includes, but is not limited to, loss of profits, loss of goodwill, or any other financial loss.

9.3 If the seller is required to pay compensation, the amount of compensation will not exceed, at the seller's discretion, either the invoice value of the delivered goods related to the loss, or, if the loss is covered by the seller's insurance, the amount actually paid out by the insurer, as determined by the insurance company. In such cases, the seller's maximum liability for any claim shall be capped at the insured amount.

9.4 The seller's employees, representatives or agents engaged for the performance of the contract may invoke all defenses available under the contract, with respect to the buyer, as if they themselves were a party to the contract.

9.5 The buyer agrees to indemnify and hold harmless the seller, the seller's employees, and any agents engaged by the seller for the performance of the contract, from any claims by third parties related to the seller's performance under the contract. This indemnity applies in cases where such claims exceed or differ from those the buyer may have against the seller under this contract.

## 10. Product recall

10.1 The Buyer shall, at the Seller's first request and at its own expense, fully cooperate with any product recall initiated by the Seller or mandated by a competent government authority. A product recall refers to the removal of products from circulation due to actual or suspected defects. This obligation applies even if the Buyer has already distributed the goods to third parties. In cases of government or official body-mandated product recalls, each party shall bear its own costs related to the recall, unless otherwise agreed in writing or determined by applicable law or regulation.

## 11. Applicable law

11.1 All relations between the seller and the buyer are governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.

## 12. Disputes

12.1 All disputes which might arise between the parties in connection with their contract or with additional contracts and other actions in connection with this contract, will be adjudicated by the competent judge of Zeeland-West-Brabant District Court, Breda location, unless such choice is contrary to mandatory jurisdiction rules.

12.2 A dispute is deemed to be present as soon as one of the parties declares such.

12.3 A dispute relating to a specific legal claim must be brought within one year after the legal claim has arisen and has become known to the plaintiff, without prejudice to the possibility of earlier lapsing or time-barring in accordance with the law.

12.4 In the case of a non-EU buyer, the seller reserves the right to resolve disputes through arbitration in a country party to the New York Convention, using the arbitration rules of the Netherlands Arbitration Institute (NAI) in effect at that time. The NAI will have exclusive jurisdiction over such disputes. Arbitration will be conducted by a sole arbitrator, with no right of appeal. The arbitration language will be English.

### **13. Applicability of these general terms and conditions**

13.1 These general terms and conditions exclusively apply to all offers, acceptances, and agreements made by the seller. Any terms and conditions proposed, referenced, or introduced by the buyer—whether before, during, or after the formation of the contract—are explicitly rejected and will have no legal effect, even if agreed upon separately in writing, unless such terms are explicitly incorporated into these general terms and conditions by the seller in writing.

13.2 The seller reserves the right to amend these general terms and conditions. Any changes will take effect once the buyer has been notified of the updated terms. Such changes will be deemed accepted by both parties unless the buyer raises an objection within a reasonable period after being notified, which is generally 14 calendar days.

13.3 The English version of these general terms and conditions is the authentic version and shall prevail in case of any inconsistency with translations into other languages.

### **14. Intellectual Property & Confidentiality**

14.1 Intellectual Property Rights: All intellectual property rights arising out of or in connection with the goods shall remain the exclusive property of the manufacturer or the original owner of those rights. As a trader, the seller (i.e. Hhoya B.V.) makes no claim to ownership of such intellectual property rights. The buyer acknowledges that the sale of the goods does not grant any rights under any intellectual property relating to the goods, unless expressly stated otherwise.

14.2 Infringements: The seller does not verify the possible existence of third-party intellectual property rights that might be infringed upon due to the sale and/or delivery of the goods. The seller shall not be held liable for any infringement of intellectual property rights resulting from the resale or use of the goods by the buyer. The buyer shall indemnify and hold the seller harmless from any claims or damages arising from such infringements.

14.3 Confidentiality: Any and all information provided by or on behalf of the seller shall be treated as confidential and shall only be used by the buyer for the purpose of fulfilling the terms of the contract. The buyer shall not disclose such information to any third party except on a need-to-know basis and only to those employees or agents necessary for the performance of the contract, unless required by law or court order. In such cases, the buyer shall immediately inform the seller and cooperate reasonably to obtain protective measures if possible.

14.4 Return of Information: Upon request, the buyer shall promptly return to the seller all confidential information provided by the seller, and the buyer shall not retain any copies thereof.

**These general terms and conditions were deposited with the Chamber of Commerce under number 18132271 on April 24, 2025.**