
Trademix General Terms and Conditions of Purchase

1. Applicability

- 1.1 These general conditions ('**Conditions**') are applicable to every quote, offer, order confirmation and delivery of Trademix B.V. (hereinafter referred to as: '**Trademix**'), and form part of every agreement ('**Agreement**') entered into by Trademix with another party ('**Buyer**') with regard to goods and/or services to be supplied by Trademix, as well as (legal) acts in connection with that, insofar as the parties have not explicitly deviated from these Conditions in writing.
- 1.2 The applicability of any general (purchase) conditions applied by the Buyer is explicitly rejected by Trademix.
- 1.3 Changes or supplements to these Conditions or the Agreement only bind Trademix after written confirmation thereof by Trademix and only relate to the agreement concerned.
- 1.4 Verbal arrangements and/or promises only bind Trademix if they have been confirmed by Trademix to the Buyer in writing.
- 1.5 If one or more of the provisions of these Conditions are void, the remaining provisions of these Conditions will remain in full force.

2. Offers and formation of the Agreement

- 2.1 All quotes and offers made by Trademix, both verbally and in writing, are free of obligation and can be revoked by Trademix at all times.
- 2.2 An Agreement is formed by the written confirmation thereof by Trademix, yet in any case the moment that Trademix starts executing the Agreement. In the event of an instruction for partial deliveries, the Agreement is deemed to have been formed in full once the first partial delivery has been made.
- 2.3 Any arrangement, promises, supplements and/or changes made in or to the Agreement after order confirmation are only binding if agreed by the parties in writing.
- 2.4 If so deemed required or desired by Trademix, Trademix will be entitled to engage third parties in the execution of the Agreement, the costs of which will be passed on to the Buyer. Trademix will consult the Buyer regarding this in advance.

3. Prices

- 3.1 All prices are in Euros and exclusive of VAT.
- 3.2 All prices stated by Trademix are based on delivery Ex Works ('EXW'), Incoterms 2020 of the International Chamber of Commerce in Paris, unless agreed otherwise in writing.
- 3.3 Any other costs to be incurred in connection with the delivery are not included in the price, insofar as not agreed otherwise in the Agreement.
- 3.4 If one or more cost price factors are subject to an increase after the offer date or in the event of a change in the exchange rate - regardless of whether this increase could have been foreseen - Trademix will be entitled to increase the agreed price accordingly.
- 3.5 Trademix will be entitled to charge taxes, import duties, levies and other taxes imposed by the authorities that were not known or in force at the time when the Agreement was concluded, or increases thereof.

4. Delivery and delivery period

- 4.1 All deliveries are made EXW, unless explicitly agreed otherwise. Trademix is entitled to supply the goods in parts.
- 4.2 Insofar as the parties, contrary to Article 4.1, in practices of trade agree on another Incoterm, these will be the Incoterms 2020 of the International Chamber of Commerce in Paris, unless explicitly agreed otherwise.
- 4.3 Delivery times are stated for indicative purposes only and are never final. If the given delivery date or dates cannot be honoured by Trademix, Trademix will notify the Buyer thereof expeditiously, stating the newly expected delivery dates, without the Buyer being able to derive any right to any compensation from this or set aside (*Dutch: ontbinden*) or to cancel the Agreement. If Trademix continues to fail in the performance four (4) weeks after the delivery date stated in the Agreement, the Buyer will be entitled to cancel the Agreement in full or for the non-performed part, provided the cancellation is effected by courier or registered letter and Trademix receives the cancellation notice prior to delivery of the goods concerned.

5. Differences and deviations

- 5.1 Supplying 10% more or less than the ordered quantity is permitted. Differences are calculated at the unit price, unless agreed otherwise.
- 5.2 Minor deviations in terms of quality, colour, odour, flavour etc. in respect of the goods sold do not give rise to rejection.

6. Transfer of ownership and risk

- 6.1 Trademix retains title to the goods sold and/or delivered until the moment the Buyer has fulfilled all his payment obligations and any additional costs.
- 6.2 In case the Buyer is also obliged to pay compensation to Trademix, the ownership of the goods will only be transferred upon payment of the compensation in full.
- 6.3 During the period that ownership of the goods remains vested in Trademix, the Buyer is obliged to carefully store the goods supplied under retention of title and as the recognisable property of Trademix, while the Buyer will not be able to transfer the goods to third parties (as security) and/or create security interests in these goods.
- 6.4 If the Buyer fails in the fulfilment of his obligations towards Trademix, or if Trademix has reasonable grounds to fear that the Buyer will fail in the fulfilment of those obligations, Trademix, without prior notification, will be authorised to take back the goods supplied, without prejudice to the right of Trademix to compensation.
- 6.5 If the Agreement is set aside (*Dutch: ontbonden*) by Trademix, the Buyer must immediately place the goods at Trademix' disposal. The Buyer shall not have a right of lien (*Dutch: retentierecht*) in respect of the goods and shall not effect prejudgment attachments to the goods.
- 6.6 The risk with regard to the goods sold transfers upon delivery, which will be EXW, unless agreed otherwise.

7. Transport documents

- 7.1 The copy held by Trademix of the transport document signed by the carrier for receipt, without comments, will serve as full evidence of the dispatch of the quantities stated on the transport document, as well as of the external condition of the goods.
- 7.2 If contrary to Article 4.1, alternative delivery conditions are agreed, the transport document signed by or on behalf of the Buyer for receipt, without comments, will serve as full evidence of the dispatch of the quantities stated on the transport document, as well as of the external condition of the goods.

8. Complaints

- 8.1 Upon delivery, the Buyer is obliged to inspect the goods and/or documents in respect of the goods to verify whether they conform to the Agreement.
- 8.2 Complaints with regard to the quantity must be immediately noted down on the confirmation of receipt, upon handover of the goods bought to the Buyer or recipient of the Buyer. Complaints with regard to the quality of the goods sold must be submitted to Trademix in writing immediately or at least within twenty four (24) hours of receiving the goods concerned, together with pictures of the relevant product. Complaints in respect of product safety shall be made by the Buyer to Trademix immediately by e-mail at [...] as

well as by phone at [...] mentioning all relevant information regarding the possible danger(s), including the measures taken by the Buyer.

- 8.3 Complaints with regard to invoices must also be submitted in writing, within five (5) days of the invoice date.
- 8.4 Following expiry of the terms referred to in Article 8.2 and/or the non-compliance with Article 8.3, the Buyer will no longer be able to invoke the goods and/or documents supplied not conforming to the Agreement.
- 8.5 Faults in part of the delivery do not constitute a right to refuse the entire batch.
- 8.6 Goods returned without prior consultation with Trademix will not be accepted by Trademix. Return shipments are at the expense and risk of the Buyer.
- 8.7 Regardless of the previous paragraphs of this Article, complaints will not be accepted by Trademix if the goods supplied have been processed or treated or supplied to a third party.
- 8.8 Complaints or disputes, of whatever nature, do not entitle the Buyer to suspend payment.
- 8.9 If any complaint is upheld by Trademix, Trademix, at its discretion, can either resupply the goods concerned or refund the purchase price, as part of which the goods concerned must be made available to Trademix in their original condition and free from any damage. In all other respects, Trademix is not obliged to pay any damages, losses or costs.
- 8.10 The Buyer is not allowed to comment negatively about Trademix and/or the delivered product in the media, social media or otherwise, in the absence of which the Buyer will be liable towards Trademix for the damage to be suffered by the latter, including but not limited to damage to the image of Trademix.

9. Quantities, dimensions, weights and further details

- 9.1 Minor deviations – to be determined by trade custom – relating to specified dimensions, weights, quantities, colours and/or other such details are not deemed shortcomings by Trademix.
- 9.2 The delivered weight determined by Trademix, the delivering factory and/or silo company is final. However, if based on the purchase contract Trademix has to accept a method for determining the weight which is different from the customary method, the Buyer is also obliged to accept this determination of the weight as final.
- 9.3 In the event of delivery conditions 'Lighter takeover' or 'Silo takeover', the quantity, quality and condition loaded into the transport vehicle/vessel or unloaded from the silo is deemed final, while for the quality and condition, the condition in which the goods find themselves at the time of takeover is decisive.

10. Payment

- 10.1 Payments must be effected within fourteen (14) days of acceptance of the order confirmation by Trademix, in the agreed currency used for invoicing, by bank transfer and/or creditcard, unless agreed otherwise in writing.
- 10.2 In case Trademix supplies goods in parts, Trademix will be entitled to invoice separately and the Buyer will be obliged to pay these invoices as if they were invoices for separate agreements.
- 10.3 If the Buyer fails to pay an amount owed before the due date, he is deemed to be in default by operation of law, without the need for any demand or notice of default. In that event, all amounts of Trademix owed by the Buyer will become immediately due and payable, regardless of whether Trademix has already invoiced these amounts. As such, Trademix will not be obliged to make any further deliveries to the Buyer and it is entitled to suspend all agreements entered into with the Buyer or to terminate (*Dutch: opzeggen*) or set aside (*Dutch: ontbinden*) them without judicial intervention, without prejudice to the obligation of the Buyer to pay compensation. This provision also applies if the Buyer dies, is declared bankrupt or applies for a moratorium on payments.
- 10.4 The Buyer is in no event entitled to any setoff, discount and/or suspension.
- 10.5 Both before and after conclusion of the Agreement, Trademix will be entitled to demand from the Buyer payment in advance or security, to ensure that payment and other obligations are fulfilled. If the Buyer has failed to meet this requirement within 14 days, Trademix will be entitled to set aside (*Dutch: ontbinden*) the Agreement, without judicial intervention and without being obliged to pay compensation.
- 10.6 In the event of a failure to pay (within the agreed payment term), the Buyer, without any demand or notice of default being required, from that date onward, owes interest in accordance with the commercial interest rate by virtue of Section 6:119a of the Dutch Civil Code (DCC), plus 2% on the outstanding amount, up to the date on which payment is received.
- 10.7 If the Buyer fails in the fulfilment of his obligations, he owes extrajudicial (collection) costs, which are set at 15% of the principal sum owed, or 15% of the damage suffered or actual costs incurred for legal assistance, should those amounts be higher, as well as all legal costs.
- 10.8 Payments made by the Buyer will firstly be applied to reduce costs owed, subsequently to any interest due and finally to the invoice that has been outstanding for longest.

11. Force majeure

- 11.1 In the event Trademix is unable to partially or fully fulfil its obligations under the Agreement due to reasons that cannot be attributed to Trademix, that were unforeseen or could not reasonably be prevented, including, but not limited to, strikes, stagnation with suppliers, government measures and/or measures by order of any permit to be obtained

from the government, bans on import, export or transports, fire, flooding, natural and/or nuclear disasters, (thread of) war, diseases, epidemics and/or pandemics (like Covid-19) etc., the obligations of Trademix will be suspended until Trademix will be able to fulfil its obligations in the agreed manner, where Trademix will not be deemed to be in default in any way or owe the Buyer any compensation.

11.2 If it has been agreed to make partial deliveries, the above provision applies to each delivery separately.

11.3 Cases of force majeure invoked by the suppliers of Trademix, also apply to Trademix as a case of force majeure.

12. Liability

12.1 Any liability of Trademix in respect of a breach of the Agreement and/or relating to delivery of goods and/or documents in respect of the goods, as well as pursuant to a wrongful act, will be limited to the amount paid and/or still owed by the Buyer in respect of delivery, or in the absence thereof the agreement, to which the loss event relates or is connected to, subject to the maximum amount that will be paid by the liability insurer of Trademix in such a case. If, for whatever reason, no payment is effected by virtue of the insurance referred to, this maximum will be € 40,000 in the event of bodily injury and € 20,000 in all other cases (including but not limited to property damage and/or financial damage).

12.2 Trademix will in no event be liable for:

a. indirect damage (which in any case includes direct trading loss, business interruption, loss of profits or use on the part of the Buyer, as well damage caused by death or injury, costs relating to (appealing against) administrative and/or criminal enforcement by authorities, recall(s) and legal assistance) arisen at the Buyer or third parties;

b. damage arisen at the Buyer or third parties as a result of acts or omissions of subordinates and/or independent auxiliary persons or suppliers by Trademix, which includes their staff;

c. damage arisen at the Buyer or third parties which is the result of the Buyer providing Trademix with incorrect or incomplete information, also if this information and/or documentation originates from third parties, or damage that is otherwise the result of instructions, acts or omissions of the Buyer, his employees and/or subcontractors.

12.3 Limitations or exclusions of liability do not apply insofar as the damage is the result of an act or omission by the management or board of Trademix, caused with intent or if it is the result of recklessness and with the knowledge that this damage was very likely to arise from it.

12.4 The Buyer's right to compensation does in any case cease:

- as soon as the Buyer has used, treated or processed the goods supplied by Trademix;

- if the Buyer has failed to claim or complain within the term referred to in Article 8 of these Conditions.

- 12.5 Trademix cannot be held liable for any advice given or to be given to the Buyer.
- 12.6 The Buyer will fully cooperate in Trademix' investigation into the cause, nature and scope of the damage. If such cooperation is not given, the Buyer loses the possibility of compensation of the damage.
- 12.7 The Buyer is obliged to compensate and indemnify Trademix for and against all third-party claims (including, but not limited to, from auxiliary persons and employees of the Buyer and Trademix) arising from or in connection with the Agreement and/or the goods supplied, except insofar as these claims are the result of intent to cause damage or recklessness with the knowledge that damage is very likely to arise from it on the part of Trademix managers or board of directors.
- 12.8 Trademix does not issue guarantees with regard to the usability, marketability or suitability of any purpose of the goods supplied.

13. Suspension and termination of the Agreement

- 13.1 In the event that the Buyer fails to fulfil any of his obligations ensuing from the Agreement or fails to do so properly or in good time, as well as in the event of liquidation, moratorium or guardianship of the Buyer, or the discontinuation of his business, merger with or takeover of the Buyer by another party, Trademix, at its discretion and without being obliged to pay any compensation and without prejudice to any of its other rights, will be entitled to terminate (*Dutch: opzeggen*) the Agreement or to partially or fully set aside (*Dutch: ontbinden*) it by means of an extrajudicial declaration, or to suspend the (further) execution of the Agreement.
- 13.2 In the event of a situation as described in Article 13.1 (force majeure), Trademix will be entitled to set aside (*Dutch: ontbinden*) the Agreement. Reference is also made to Articles 15.2, 16.2 and 17.2.
- 13.3 In the event of termination by Trademix by virtue of Article 13.1, Trademix, at its discretion, by way of compensation, is entitled to:
- a. the possible negative difference between the contract price and the market value of the goods as at the day of non-performance, or;
 - b. the difference between the contract price and the price of the covering sale,
- all this without prejudice to the right of Trademix to additional or alternative compensation.
- 13.4 Every right of the Buyer to set aside (*Dutch: ontbinden*) and/or terminate (*Dutch: opzeggen*) the Agreement is excluded.

14. Auxiliary persons

14.1 Trademix, without prior approval from the Buyer, is entitled to engage third parties for the execution of the Agreement. In the event Trademix has engaged a third party for the execution of the Agreement, these Conditions also serve to protect this third party towards parties other than Trademix and this third party will be able to rely on these Conditions towards parties other than Trademix.

15. Sanctions and exportrestrictions

15.1 The Buyer guarantees the compliance with all applicable sanctions and limitations laid down in and following from all relevant sanctions and export control regulations (including, but not limited to those of the Netherlands and/or the United States and/or the United Kingdom and/or the United Nations) in force at the time of conclusion of the Agreement and during its performance.

15.2 Trademix is entitled to immediately set aside (*Dutch: ontbinden*) the Agreement, if it supposes in reason that:

- a. the goods are directly or indirectly intended for any country or industry for which a sanction is in force for the relevant goods;
- b. directly or indirectly sanctioned parties are involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts about this as a result of which they do not authorize and/or execute the financial transaction;
- c. if at any time the goods would (or will) qualify as Dual Use goods and for which – categorically or due to the lack of sufficient *end use / end user* information – no exemption or license is granted; or
- d. there may be intentional circumvention of the objectives of applicable sanctions and export regulations.

16. Anti-corruption

16.1 The Buyer guarantees that it will comply with all relevant and/or applicable legislation in the field of anti-corruption – including, but not limited to legislation of the Netherlands and/or the European Union and/or the United States and/or the United Kingdom and/or the United Nations and/or any other country relevant to the performance of the Agreement – in performing all acts related to the performance of the Agreement.

16.2 Trademix is entitled to immediately set aside (*Dutch: ontbinden*) the Agreement if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer violate the regulations referred to in Article 16.1.

17. Unusual transactions

17.1 The Buyer accepts that Trademix will report unusual transactions to the competent authorities on the basis of applicable regulations for the prevention of money laundering and terrorist financing.

17.2 Trademix is entitled to immediately set aside (*Dutch: ontbinden*) the Agreement if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer violate the regulations referred to in Article 17.1.

18. Time limit

18.1 Any claim against Trademix must be brought before the competent court or arbitrator no later than twelve (12) months after delivery of the claim related goods, failing which any rights, including but not limited to the right to compensation and/or performance extinguishes.

19. Applicable law and jurisdiction

19.1 These Conditions, as well as every quote, offer, order confirmation, delivery and Agreement to be entered into, are governed by the CISG (United Nations Convention on Contracts for the International Sale of Goods) and in addition by Dutch law.

19.2 Any disputes following from or relating to the Agreement or these Conditions will be settled exclusively by (i) the Court of Rotterdam, the Netherlands, if the Buyer has its statutory office in the European Economic Area ('EEA') or (ii) by means of NAI-Arbitration (<https://www.nai-nl.org/en/>) in Rotterdam, the Netherlands, if the Supplier has its statutory office outside the European Economic Area. Regardless of the above provisions of this Article, Trademix is always free to submit disputes as referred to above to the competent court of the country in which the goods are located or – in case they are transported – will be located, or the competent court of the country in which the Buyer is established.

20. Language

20.1 In the event of deviation between the Dutch text of these Conditions and a translation into a foreign language, the Dutch text will prevail.