

1. General.

In these general conditions of sale and delivery (hereinafter: "Conditions"), the following definitions apply:

- Buyer: the person to whom Burg has made an Offer, or from whom Burg has received an Order and/or with whom Burg concludes or has concluded an Agreement;
- Burg: the private company with limited liability Burg Groep B.V., having its registered office in Heerhugowaard, The Netherlands, or any of its subsidiaries using these Conditions. A "subsidiary" is a company that meets the definition and description of a subsidiary as referred to in Section 2:24A of the Dutch Civil Code;
- Offer: a proposal by Burg regarding the sale and delivery of Products and/or the taking receipt of, processing, packaging and/or filling and return delivery of the Buyer's (bulk) goods;
- Group company: Burg Groep B.V. of Heerhugowaard, The Netherlands, or a subsidiary;
- Order: order from the Buyer to Burg to deliver Products and/or for the processing, packaging and/or filling and return delivery by Burg of the Buyer's goods;
- Products: any (bulk) product(s) to be delivered or that have been delivered by Burg under these Conditions pursuant to an Agreement;
- Agreement: an Agreement for the purchase and sale of Products and/or the taking receipt of, processing, packaging and/or filling and return delivery of the Buyer's (bulk) goods, which Agreement was formed by an order from the Buyer to Burg, whether or not preceded by an Offer by Burg, which order has been accepted by Burg in writing by means of an order confirmation. "In writing" is also understood to mean communication via EDI and e-mail.

2. Applicability.

- a. These Conditions apply to all Offers by Burg and Orders by the Buyer and to the formation and performance of all Agreements to be entered into and concluded with Burg, which Agreements in principle oblige Burg to make deliveries or provide services or a combination of both. By entering into such an Agreement with Burg, as well as by the mere ordering of Products or services from Burg, the Buyer accepts these Conditions as binding. General terms and conditions and stipulations of the Buyer, even if the Buyer has referred to them, will only bind Burg after having been expressly and unconditionally accepted by Burg in writing.
- b. These Conditions also apply between Burg and the Buyer when they have been applicable to a previous Agreement between any Group Company and the Buyer, unless Burg has expressly waived applicability.
- c. In the event of a conflict between any provision of these Conditions and any statutory regulations, that provision will be interpreted or amended in mutual agreement between the parties in such a way as to remove the conflict, or, if this proves impossible, the provision will remain inapplicable while upholding all other provisions.
- d. Burg may at all times, at its sole discretion, amend these Conditions. The relevant amendments will apply as soon as they have been posted on Burg's website or, whichever occurs sooner, as soon as Burg has notified the Buyer of these (amended) Conditions.

3. Offers, orders, changes, representation.

- a. All Offers by Burg are without obligation. Burg is entitled to revoke an Offer within five working days of taking note of the Buyer's acceptance of such Offer.
- b. The content of an order confirmation is decisive at all times, even if it deviates from the Order, unless within 5 working days from the date of the order confirmation, the Buyer gives written notice that it does not accept the deviation. If so, Burg will reconfirm the Order in writing in the agreed form before executing it.
- c. In the event that the Buyer requires changes in the (performance of the) Agreement once the Agreement with Burg has been concluded, Burg must be notified in writing by the Buyer of such changes before Burg has commenced performance of the original Agreement. If Burg is of the opinion that the changes the Buyer requires, make proper performance of the Agreement impossible, Burg is entitled to refuse such changes. The parties will then decide in consultation whether Burg will perform the original Agreement in unchanged form or whether another feasible change can be agreed on, that may or may not include adjusted prices, or that the Agreement will be terminated extrajudicially. In the event that the Agreement is terminated, Burg will not be liable for any loss/damage of whatever nature and extent that the Buyer may suffer. If, in the event of termination, Burg has already incurred costs for the performance of the original Agreement, the Buyer will be obliged to reimburse Burg for those costs immediately, without prejudice to any other rights Burg has to compensation in respect of such termination.
- d. If Burg accepts the changes in the original Agreement in writing, the Agreement will be deemed changed accordingly. The Buyer will then be obliged to pay Burg all resulting (additional) costs without prejudice to the Buyer's other payment obligations in respect of the original Agreement concluded with Burg.
- e. If the changes referred to in this article cause a delay in the performance of the Agreement, the time limits applicable to Burg will be extended by the period of the delay, without prejudice to the provisions in these Conditions regarding force majeure. Burg will never be liable to the Buyer in respect of such delay.
- f. Verbal agreements, undertakings and statements by Burg's employees will only be binding once confirmed in writing.

4. Periods, delivery, risk and complaints.

- a. Delivery periods for the delivery of Products are approximate only and never strict deadlines. If the performance of the Agreement cannot be carried out within the period specified by Burg, Burg will notify the Buyer as soon as possible of the period within which the Agreement will be performed.
- b. In the event of exceeding any delivery period stated by Burg, Burg will not be in default in this regard until the Buyer has given Burg written notice of default and granted Burg a reasonable period within which to fulfil its obligations towards the Buyer. Such a reasonable period will at least be equal to half the originally agreed period for the performance of the Agreement in question.
- c. Unless expressly agreed otherwise in writing, the delivery of Products will take place Ex-Works (INCOTERMS 2020) at Burg's factory as stipulated in the Agreement.
- d. If delivery to the Buyer's address or to another address specified by the Buyer has been

agreed on, and delivery will therefore not take place Ex-Works, Burg will determine the means of transport and transport company by which the Products will be transported and delivered. In that case, the delivery will take place at the location closest to the Buyer's work or warehouse, which location can be reached and left safely by the means of transport via a road suitable for such means of transport. In that case, regardless of the agreed form of delivery (INCOTERM), the Buyer is obliged to take delivery of the Products and will in any case be responsible for unloading. If the Buyer fails to do so, any costs incurred as a result, including but not limited to the costs of delay, will be borne by the Buyer.

- e. When Burg delivers bulk Products Ex-Works to the Buyer, the Buyer must transport the Products (or have them transported) in a sealed means of transport chosen by the Buyer under submission of a cleaning report of the means of transport in question. If, for whatever reason, the Buyer does not provide Burg with a cleaning report of the means of transport in which the Products will be transported, Burg will be entitled to refuse to load the Products. In that case, Burg will not be liable for any damage or loss of whatever nature and extent consequently suffered by the Buyer, and the Buyer will in that case be liable for the damage or loss to be suffered by Burg due to not being able to load the (bulk) Products.
- f. Immediately after delivery at the agreed delivery address (regardless of the applicable INCOTERM), the Buyer must have any shortages or visible damage recorded on the delivery note or the transport document, failing which any claim against Burg arising from said shortages or damage will lapse.
- g. In the event that the Products are delivered to a third party who keeps the Products in its possession for the Buyer, such obligation will rest on the third party on behalf of the Buyer.
- h. To the extent that intellectual property rights of Burg's are attached to the Products to be delivered by Burg, the ownership thereof will at all times remain with Burg. To the extent that intellectual property rights might be attached to the delivered Products, the delivery of such Products by Burg will not grant the Buyer any right of using Burg's intellectual property rights apart from the right to (re)sell the Products as part of the Buyer's normal business operations.

5. Supply of bulk products and return delivery of processed, filled and/or packaged Product.

- a. Unless expressly agreed otherwise in writing, supplying of product(s) to be processed, filled and/or packaged by Burg for the Buyer, will take place DDP (INCOTERMS 2020) factory of Burg. The Buyer must supply the product in a sealed means of transport under submission of a cleaning report of the means of transport in question. Burg carries out an organoleptic check of the product before unloading the product(s).
- b. If, for whatever reason, the Buyer does not provide Burg with a cleaning report of the means of transport in which the product is/products are supplied or in which the products will be transported (Article 5(a) and (h)), Burg will be entitled to refuse to unload the supplied product. Burg will not be liable for any damage or loss of whatever nature and extent consequently suffered by the Buyer, and the Buyer will in that case be liable for the damage or loss to be suffered by Burg due to not being able to load or unload the (bulk) Products.
- c. Before unloading the product supplied by the Buyer, either directly or by engaging a third party, Burg will also carry out an organoleptic check of the product by taking a sample. With each delivery, the Buyer or the third party engaged by the Buyer will also provide Burg with a sealed sample of the product(s) supplied. Unless expressly agreed otherwise in writing, Burg will retain this reference sample of the supplied product(s) for a period of twelve (12) months.
- d. If, in Burg's opinion, the check shows that the Products in one way or another are not consistent, either quantitatively or qualitatively, with the specifications supplied with the product(s) by the Supplier and/or are not consistent with what may be expected of the product(s), Burg will be entitled to refuse to unload the product, without in any way being liable for any loss or damage arising therefrom on the part of the Buyer. Any costs the rejection of the product may entail, will be borne by the Buyer.
- e. The ownership of Product(s) to be processed, filled and/or packaged and consequently any obligations and risks related thereto, will at all times remain for the Buyer during the time that the product is/products are in Burg's possession.
- f. The Buyer will have to take care of taking out its own insurance covering the value of the product(s) supplied against the risks of full or partial loss or damage due to fire or storm and other events that are usually insured on a regular fire and/or business insurance, at least during the period that the (P/p)product is/P(p)products are in Burg's possession and during transport for delivery or return delivery.
- g. Burg is entitled to recoup any unpaid invoices from the Buyer's Product(s) that have come under Burg's control through delivery, even if such products have already been processed, filled and/or packaged.
- h. Unless otherwise agreed, the return delivery by Burg of the processed, filled and/or packaged Products to the Buyer will take place Ex-Works (INCOTERMS 2020) at Burg's factory. After return delivery at the Buyer's receiving address (regardless of the applicable INCOTERM), the Buyer must immediately check the Products for conformity with the Agreement in terms of the nature of the Products, the quantity as well as the agreed quality requirements. Article 4(f) will be applicable accordingly.

6. Complaints.

- a. The Buyer is obliged to notify Burg immediately of complaints relating to Burg's performance of the Agreement. Complaints, other than in respect of shortages or visible damage, must in any case be reported to Burg in writing within 48 (forty-eight) hours after the delivery has taken place or, if later, after the causes of the complaints have been or could have been discovered. In the event this period is exceeded, any claim against Burg arising from such complaints will lapse. The complaint should accurately describe the nature and ground of the complaint.
- b. Complaints regarding shortages or visible damage must be established immediately upon delivery and reported to Burg in writing, failing which any claim against Burg arising from such complaints will lapse.
- c. If Burg considers the complaint well-founded, Burg is entitled to re-perform the delivery in question, or, at Burg's discretion, to remedy the complaints (or have them remedied) otherwise (through repair, replacement, refund). In this context, Burg will not be liable for any damage or loss the Buyer suffered as a result of the complaints or a delayed correct delivery, unless there is question of wilful misconduct or gross negligence on the part of Burg.

- d. Complaints regarding Burg's performance of the Agreement will never entitle the Buyer to suspend its payment obligations to Burg.
- e. Products to which a complaint relates, will be kept at Burg's disposal by the Buyer. Failing which, the Buyer will be deemed to have approved and accepted the delivered goods.
- 7. Force majeure.**
- a. In the event of force majeure, which is to be understood to mean those circumstances as a result of which a temporary or permanent impediment arises in the performance of the Agreement, such as restrictive government measures, consequences of a pandemic or epidemic, a strike, a war, disruption of operations at Burg's or the Buyer's or in the supply or removal of raw materials and Products, as well as any other unforeseen events or circumstances that are not mentioned and as a result of which a Party cannot in fairness be required to perform the Agreement, Burg is entitled to suspend the performance of the Agreement for a reasonable period to be determined by Burg or to terminate the Agreement in question in full or in part by sending a reasoned, written notice to the Buyer, without the Buyer being able to derive any right to compensation therefrom.
- 8. Prices, rates, invoicing and payment.**
- a. Unless expressly stated otherwise, the prices and rates quoted by Burg are exclusive of turnover tax and any other levies imposed by government. The prices and rates apply to the Agreement mentioned in the order confirmation order and the specifications included therein.
- b. Burg is entitled to charge the Buyer for cost-increasing factors that have arisen after (i) submitting the Offer or (ii) the conclusion of the Agreement.
- c. If an Order is delivered in parts, Burg is entitled to invoice separately for each partial delivery.
- d. Payment of delivered Products or services must be made within fourteen (14) days from the invoice date. Unless expressly agreed otherwise in writing, all payment terms are to be regarded as strict deadlines. Any right of set-off or unauthorised discount by the Buyer, of whatever nature and for whatever reason, is expressly excluded.
- e. Payments made by the Buyer will first be applied to settle the interest and costs due and subsequently the invoices that have been outstanding for the longest period. Any statement by the Buyer that a payment relates to another or later invoice will have no effect.
- f. Burg will at all times be entitled to demand full or partial advance payment as well as to terminate existing credit facilities with immediate effect.
- g. Should Burg so demand, the Buyer undertakes to provide (additional) security or supplement existing securities, which, at Burg's discretion, will serve as security for the fulfilment of the Buyer's payment obligations to Burg under Agreement(s) concluded with Burg.
- h. If, in Burg's opinion, the Buyer cannot be expected to pay in good time, Burg is entitled to suspend the performance of the Agreement for a reasonable period of time to be determined by Burg, or to terminate the Agreement in question in full or in part by sending a reasoned, written notice to the Buyer, without the Buyer being able to derive any right to compensation therefrom.
- 9. Nonperformance and termination of the Agreement.**
- a. If the Buyer does not pay, does not pay in good time or does not pay in full, the Buyer will, without any warning or notice of default, owe interest on the outstanding invoice amount at a rate of 1.5% per month from the due date, a part of a month being considered a full month. In that case, any judicial and extrajudicial costs incurred by Burg in respect of performance of the Agreement or collection of the debt(s) against the Buyer, respectively, will furthermore be borne by the Buyer, without prejudice to Burg's rights to compensation and/or performance and/or termination.
- b. The provisions of the previous paragraph also apply if the Buyer fails to take delivery of the purchased goods within the agreed period and this results in a claim for compensation arising on the part of Burg. Interest will always become payable as from the day the claim for compensation arises.
- c. If the Buyer fails to fulfil one or more of its obligations towards Burg, or fails to do so in good time or properly, Burg is entitled - without prejudice to any other rights to which Burg is entitled - to suspend the fulfilment of its obligations towards the Buyer until the Buyer has fulfilled its obligations towards Burg in full.
- d. Without prejudice to any other rights to which Burg is entitled, and without warning or notice of default or judicial intervention, Burg will, by means of an extrajudicial written statement, be entitled to terminate any and all Agreements concluded with the Buyer if:
- I. there is question of permanent force majeure on the part of either Burg or the Buyer, as referred to in Article 7 of these Conditions;
 - II. the Buyer is in default;
 - III. the Buyer is granted (provisional) suspension of payments, the Buyer's bankruptcy/liquidation is applied for, the Buyer itself files for bankruptcy/liquidation, the Buyer offers its creditors a (private) debt settlement or (for this purpose) convenes a meeting of creditors;
 - IV. the Buyer's business is wound up and/or the Buyer's business operations are de facto discontinued or moved to a location outside the Netherlands;
 - V. the Buyer's assets are put under or placed into administration, the Buyer's assets are attached and this attachment is maintained for at least one month, or the Buyer's assets are sought recourse against otherwise;
 - VI. the Buyer's control structure changes to such an extent that as a result fulfilment of the Buyer's obligations can no longer be guaranteed or may be jeopardised.
- 10. Retention of title.**
- a. The Products produced and delivered by Burg, other than Products of the Buyer's that have been processed, filled and/or packaged for the Buyer, will remain the property of Burg until the Buyer has complied with all payment obligations towards Burg under any Agreement concluded with Burg for the delivery of Products and/or provision of services, including claims in respect of failure to perform such an Agreement.
- b. As long as the Buyer is not the owner of the Products yet, the Buyer will require Burg's prior written consent for alienating, encumbering or otherwise disposing of the Products in any other way than for its normal business operations.
- c. In the event that the Buyer nonetheless resells or delivers the Products, those Products will remain the property of Burg Groep B.V. until they have been paid for in full by the Buyer. The purchaser to whom the Products have been sold, will in that case not have the authority to dispose of the unpaid Products either.
- d. If the Buyer fails to comply with its obligations of security towards Burg for which purpose the retention of title serves, Burg will be entitled and deemed to be authorised by the Buyer to take away the delivered Products (or have the delivered Products taken away) from the Buyer or from third parties keeping the Products in their possession for the Buyer or who are otherwise in possession of the Products. Burg may then recoup from these Products that have been taken back if the Buyer does not as yet fulfil its obligations within a reasonable period set by Burg. The costs involved in all this will be borne by the Buyer.
- 11. Liability, prescription.**
- a. Burg will only be liable for alternative compensation for damage or loss suffered by the Buyer as and to the extent provided for in this article.
- b. Statements by or on behalf of Burg regarding the quality, composition, use and/or properties of the Products and/or services and/or advice Burg supplied, are given to the best of Burg's knowledge, on the basis of experience in practice, but without any warranty and with the exclusion of any liability on the part of Burg for any damage or loss whatsoever resulting therefrom, including damage or loss suffered by third parties.
- c. Burg will not be liable either for damage or loss of any kind due to the reference to or use of symbols as established by the European Article Numbering Association (EAN) or for those symbols not being used or incorrectly so.
- d. Notwithstanding the provisions elsewhere in these Conditions, Burg will not be liable for any loss/damage of whatever nature and/or extent, suffered or to be suffered by the Buyer (or third parties) in connection with or arising from the performance of the Agreement, including damage to or loss of products or goods belonging to the Buyer or third parties, nor for any additional or consequential loss/damage, unless there is question of wilful misconduct or gross negligence on the part of Burg's management or executive personnel.
- e. Burg is not liable for (total or partial) loss of or damage to Product(s) or other goods that are the property of the Buyer and which are in Burg's possession for the purpose of processing, filling and/or packaging, unless there is question of wilful misconduct or gross negligence on the part of Burg's management or executive personnel.
- f. Burg will never be liable for damage or loss and/or costs of whatever nature and/or extent, that are in any way connected to or arise from acts, omissions, errors and/or the quality of work delivered by third parties engaged by Burg in the performance of the Agreement, not even in the event of wilful misconduct or gross negligence on the part of such third parties.
- g. If and to the extent that, despite the provisions in the aforementioned paragraphs, Burg is found to be liable in any way towards the Buyer, for any reason whatsoever, such liability will at all times be limited per claim/event to the net invoice amount of the (partial) production or services to which the liability relates, on the understanding that Burg's liability will in any event be limited to € 500,000 (five hundred thousand euro) per event and € 2,500,000 (two million five hundred thousand euro) per year. A series of related claims/events will in that case be considered one single claim/event.
- h. Any legal claim (in Dutch: rechtsvordering) and other claim of the Buyer against Burg lapses one year after the termination and/or completion of the (partial) performance of the Agreement to which the claim relates or on which it is based, except in the event that the fact on which the claim is based could not in fairness have been discovered within this period. In that case, the claim in question will lapse one year after the date on which the fact in question was detected by the Buyer or could or should in fairness have been detected.
- i. The Buyer will indemnify Burg against any third-party claims in respect of Agreements executed, whether or not in part, and/or Products supplied by Burg, unless it is established at law that these claims are the result of wilful misconduct or gross negligence on the part of Burg's management, and the Buyer furthermore proves that the matter can in no way be blamed on the Buyer.
- j. If the Agreement to be performed by Burg entails the production of private label Products for the Buyer or the processing, filling and/or packaging of private label Product(s) for the Buyer, the Buyer will indemnify Burg against any third-party claims of whatever nature and extent pursuant to Sections 6:185 et seq. of the Dutch Civil Code (product liability). Any compensation Burg might nevertheless be obliged to pay in that respect, or which Burg is ordered to pay by final and conclusive judgment, must immediately be paid to Burg by the Buyer, including all costs of the proceedings and other costs. Any damages paid in this context by the Buyer cannot be recouped by the Buyer from Burg.
- k. During the term of the Agreement, the Buyer will at all times be responsible for the correct execution and wording of, and compliance with, all applicable legal requirements/regulations for the labels that Burg applies to/affixes on the packaging of the private label Products produced and/or processed, filled and/or packaged by Burg. The Buyer will indemnify Burg against all penalties, claims for compensation and/or demands for payment imposed in this respect. The Buyer must indemnify Burg against all damage or loss and costs if Burg receives notices from the competent (European and/or national) government in respect of incorrect labels under a private label, and the Buyer will in that case take on the response to the notice in question and any subsequent communication.
- l. Liability of one Group Company will be considered liability of that Group Company only and of no other Group Company. This means there will never be question of joint and several liability of Group Companies for the debts of another Group Company.
- m. Unless expressly agreed otherwise in writing, without prejudice to Burg's other rights under these Conditions, any liability of Burg will, in the event of a recall on account of Products being a possible hazard to consumers, consist of handling costs incurred by the Buyer in respect of (i) withdrawing the Product, (ii) repackaging costs, (iii) direct damage or loss of the Buyer (not being loss of sales or loss of profits) in respect of the Products affected by the recall, which liability will never exceed € 100,000 (one hundred thousand euro). Liability for purely financial loss of third parties, in case of recall of Products due to hazard to consumers, is limited to € 250,000 (two hundred and fifty thousand euro).
- n. The Buyer will never initiate a recall action without prior consultation with, and if the nature of the hazard allows such, order from Burg. A withdrawal of Products, without there being any hazard to consumers (as opposed to a circumstance justifying a recall),

hereinafter referred to as "withdrawal", will either take place in consultation with Burg, in which case the division of the costs of the withdrawal must be agreed on between the parties in advance, or on the Buyer's own initiative and without agreement with Burg, in which case all costs of the withdrawal will be borne by the Buyer. Burg will never be liable for indirect loss or consequential loss/damage, including but not limited to losses due to delay, loss of profits, lost opportunities, lost savings, loss of goodwill, forfeited incremental penalty payments or penalties.

12. Protection of Personal Data

Both Burg and the Buyer will at all times comply with and conduct themselves in accordance with all obligations they have pursuant to the applicable laws and regulations relating to the protection of personal data, as set out in, inter alia but not limited to, the General Data Protection Regulation ("GDPR") of the European Union (EU/2016/679) and in pertinent national laws and regulations, both in their role of controller as well as in their role of processor (as defined in the GDPR).

13. Applicable law and choice of forum.

- a. Any and all Agreements between Burg and the Buyer are governed exclusively by Dutch law with the exclusion of the rules of Private International Law. Applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- b. Any disputes arising from or related to the (performance of the) Agreement between Burg and the Buyer - including Agreements ensuing from or related to this Agreement - will exclusively be submitted in the first instance to the competent court in Amsterdam, The Netherlands, where the legal proceedings will be conducted in English unless both parties are (also) domiciled in the Netherlands, in which case the legal proceedings will be conducted in Dutch.

14. Conditions in other languages.

The Dutch text of these Conditions will at all times be binding and its interpretation decisive between the parties, even if these Conditions have been agreed on between Burg and the Buyer in another language and/or that version conflicts with the Dutch version.