

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY NOVIDON B.V.

Article 1 Applicability

- 1.1 These terms and conditions are used by Novidon B.V., hereinafter referred to as "Novidon".
- 1.2 These terms and conditions apply to all offers by Novidon to (a) Customer(s) and all contracts with (a) Customer(s) of Novidon.
- 1.3 The applicability of any general terms and conditions (of purchase) applied by the Customer is hereby expressly rejected. By way of derogation from Article 6:225 paragraph 3 of the Civil Code, Novidon is not bound to the derogations from the quote of Novidon present in the acceptance by the Customer.
- 1.4 These terms and conditions can only be deviated from following written agreement.
- 1.5 In the event of conflict between these terms and conditions and provisions specifically agreed to in writing, the provisions specifically agreed to in writing shall prevail over these terms and conditions.

Article 2 Offers, Agreement

- 2.1 All offers are without obligation, unless agreed otherwise in writing. An agreement is established through a written confirmation of that agreement by Novidon. The Customer shall be committed to any verbal order placed with Novidon. A written confirmation includes in any event confirmation by letter, e-mail or fax. This provision shall not affect the right of Novidon to prove the establishment of an agreement through alternative means.
- 2.2 All offers are exclusive of sales tax and delivery and freight charges, unless otherwise specified.
- 2.3 Novidon reserves the right to require security from the Customer before accepting and implementing an agreement.

Article 3 Prices and Rates

- 3.1 Unless expressly agreed otherwise, prices of the goods are based on delivery according to Incoterm (2010) EXW (Ex Works), at the price as stated in the offer or the price list valid on the delivery date of the product.
- 3.2 The introduction and/or increase of import duties, levies, sales tax and/or other taxes on (the delivery of) the goods or any raw materials and/or consumables or any other cost increase occurring after conclusion of the agreement, shall be charged to the Customer by Novidon.
- 3.3 Novidon determines the prices based on weight units and prices are always exclusive of VAT. Unless expressly stated otherwise, prices quoted by Novidon are in Euros.
- 3.4 In the event that the price is calculated per weight unit and nothing else has been agreed, the weighing will take place on a calibrated weighbridge chosen by Novidon. Weighing discrepancies of less than 2% are not settled. Novidon has fully met its obligations if the difference between the contractually agreed quantity and the actual delivered quantity is not greater than 10%. In the event that the difference is greater than 10%, the difference up to and including the corresponding percentage is adjusted in line with the agreed price per weight unit, whilst the difference above these percentages will be adjusted in line with the daily price per weight unit valid that day.
- 3.5 A consignment note, delivery note or similar document issued upon the delivery shall be deemed to correctly state the quantity of the delivered product, unless the Customer objects to this immediately upon delivery of the product and has noted this on said document.
- 3.6 A composed quote does not obligate Novidon to carry out a portion of the agreement or to deliver a portion of the products stated in the quote or offer at a pro rata calculated portion of the price or rate stated.

Article 4 Transfer of Risk

- 4.1 Unless expressly agreed otherwise, all deliveries are based on Incoterm EXW.

Article 5 Delivery

- 5.1 All deliveries are approximate only. Exceeding the delivery time, for any reason whatsoever, shall not entitle the Customer to claims for non-fulfillment of any obligation assumed towards Novidon, including any right to compensation.
- 5.2 If the Customer is incapable of receiving the quantity of goods ordered from Novidon, Novidon is entitled to charge additional transport and storage costs to the Customer without any further notice.

Article 6 Force Majeure

- 6.1 Force majeure in the broadest sense of the word releases Novidon from its obligation to deliver within a specified period or on a specified date, and gives her the right, if necessary, to suspend, or to wholly or partially terminate the corresponding agreement by means of a written notification to the Customer, without the Customer being entitled to compensation.
- 6.2 Force majeure means any circumstance or event that cannot be attributed to Novidon, as a result of which Novidon cannot reasonably be expected to fulfill its obligations, including, to the extent not already included, insufficient harvest, crop failure, operational failure, strike or interruption of operation of any nature, fire, railway strike, defective vehicles, transport problems of any nature that impedes, obstructs or delays transport to Novidon and/or from Novidon to the Customer, failing, delayed or late delivery by one or more suppliers, and conditions in general that disrupt the regular production of Novidon, or the delivery to the Customer.
- 6.3 Insufficient harvest or crop failure means the complete or partial failure of harvest of the raw materials and/or consumables required by Novidon, as a result of which Novidon cannot obtain the required raw materials and/or consumables, is unable to do so in good time, or only under more onerous conditions.
- 6.4 Failing, delayed or late delivery by a supplier as mentioned in article 6.2 concerns the raw materials and/or consumables required by Novidon, as a consequence of which Novidon can not, not timely or only under for Novidon damaging conditions have the disposal of the required raw materials and/or consumables.
- 6.5 In the event that force majeure occurs while the agreement has already been partially performed, and if the remaining performance will be delayed by more than three months as a result of the force majeure, the Customer shall keep and pay for the goods that have already been delivered.
- 6.6 In the event that, as a result of force majeure, the delivery is delayed by more than three months, both the Customer and Novidon are entitled to terminate the agreement, this without the prejudice to the provision of Article 6.4.

Article 7 Retention of Title

- 7.1 All goods delivered to the Customer by Novidon shall remain the property of Novidon until the Customer has met all obligations towards Novidon relating to any current, previous and future deliveries of a similar nature, relating to activities that have been or have yet to be performed by Novidon, as well as relating to other claims Novidon against the Customer. Until that moment, the Customer shall be deemed to keep the goods on behalf of Novidon.
- 7.2 Until the moment the Customer has fully fulfilled its obligations towards Novidon the Customer is only entitled to process the goods, to the extent this is part of the normal and regular course of its business.
- 7.3 At the first request of Novidon, the Customer is required to establish a silent pledge on the goods delivered by Novidon, as soon as Novidon loses the property rights to these for any reason whatsoever, as security for payment of all existing and future claims by Novidon against the Customer, including those relating to collection costs and interest. Failing this, all claims of Novidon shall become immediately due and Novidon shall be entitled to dissolve the agreement(s), without prejudice to its right to compensation.
- 7.4 All goods and packaging in possession of the Customer, which originated from Novidon are at all times deemed to be the same as those stated on the unpaid invoices, insofar as the quantity of goods in possession of the Customer does not exceed the type and composition of the goods stated on the unpaid invoices.
- 7.5 Pursuant to Articles 7.1 or 7.3, Novidon shall always be entitled to collect these goods without having to serve prior notice. To this end the Customer provides Novidon authorisation for this now and for henceforth, including the right to access the location where the goods are held and to remove them from this location.

Article 8 Acceptance and Complaints

- 8.1 The Customer is obliged to sufficiently inspect the delivered goods or to have them inspected upon delivery and in any case prior to treating or processing them, to ensure that they match the quality or type stipulated in the agreement.
- 8.2 All goods delivered by Novidon are considered accepted by the Customer when:
 - a. Novidon has not received a written complaint from the Customer within the period prescribed in Article 8.3 or 8.4, which specifically states the grounds on which the goods are not accepted; or
 - b. the Customer uses the delivered goods in its production process, processes them in its end products or re-packages them. Acceptance, as meant in this Article 8, means the discharge of Novidon of its obligations in relation to the delivery of the goods, which are the subject of acceptance.
- 8.3 Complaints relating to the delivered quantity of goods and other defects visible upon delivery must be recorded on the accompanying documentation immediately.
- 8.4 Complaints concerning defects that were not visible upon delivery must be filed in writing, with a clear description and within 24 hours after discovery of the defect, but in any case within a reasonable period of time after delivery of the goods in question and before the Customer uses the delivered goods in his production process, processes them in his goods, or re-packages them.
- 8.5 When signing the documents without further reference, or when submitting complaints after the period stated in Article 8.4, Novidon shall no longer be under any obligation to take such complaints into consideration.
- 8.6 If, after delivery, the nature and/or composition of the goods is changed, or if the goods are fully or partially damaged, re-packaged, if the shelf life has expired or if goods have not been stored in the prescribed manner, complaints will not be accepted.
- 8.7 Complaints will be taken into consideration provided that the goods are kept at the disposal or returned to Novidon in accordance with the instructions given by Novidon (also see Article 10.1).
- 8.8 In the event that the goods delivered by Novidon are used for a purpose other than the normal use for which they are intended, complaints will not be taken into consideration.

Article 9 Liability

- 9.1 Novidon shall only be liable and obliged to compensate damage due to an attributable failure to perform an agreement or for any other reason if the Customer declares Novidon to be in default or holds Novidon liable, immediately and in writing containing a description of the loss and the attributable failure in as much detail as possible, and if Novidon has been given a reasonable period to remedy such failure and has subsequently failed to fulfill its obligations within this period.
- 9.2 Novidon shall not be liable for any indirect damage, including any damage which is not the direct result of failure, loss of goodwill, loss caused by business interruption, reputational damage, loss of profits and loss of sales, loss of savings, recall costs and compensation (including fines and penalties) payable to third parties, and losses caused by delays.
- 9.3 The total liability of Novidon shall be limited, in any event, up to a maximum of the agreed price for the delivery.
- 9.4 The limitations of liability specified in this article shall not apply in the event of wilful intent or gross negligence on the part of the management of Novidon.
- 9.5 All recommendations provided by Novidon and its employees regarding the use of goods are always given to the best of its knowledge and ability. These recommendations are always without obligation and Novidon can in no way be held liable for the consequences of whether or not following them.
- 9.6 The Customer indemnifies Novidon against any third-party claims for compensation of damage for which Novidon is not, or would not be, liable under the provisions of the foregoing paragraphs of this article.

Article 10 Returns

- 10.1 Returns are only permitted if Novidon has agreed to such in writing in advance or if such returns are executed by or on behalf of Novidon.
- 10.2 Unless agreed otherwise, returns are at the expense and risk of the Customer. In the event that the complaint is upheld by Novidon, Novidon shall reimburse the Customer for the cost of the return.

Article 11 Packaging

- 11.1 All packaging is considered to be a part of the delivered goods and will not be taken back by Novidon.

Article 12 Payment

- 12.1 The Customer will pay Novidon the agreed price/prices and other expenses for the goods delivered. Invoices are due upon receipt thereof by the Customer. Novidon reserves the right to charge interest of 1% per month for each month, or part thereof, during which an invoice remains unpaid after the payment deadline specified in the quotation, without notice of default being required for such. These interest charges shall commence on the first calendar day after the payment deadline specified in the quotation. If a payment deadline is not specified in the quotation, the interest shall be calculated as of the day following the last day of the payment deadline as specified in the agreement. If both the quotation and the agreement do not state a payment deadline, interest shall be calculated as of the day following the last day of the payment deadline as specified on the invoice. If a payment deadline is not specified in the quotation, the agreement and the invoice, interest shall be calculated from the 31st day after the invoice date.
- 12.2 Novidon has the right to demand cash payment or payment in advance, if it considers it appropriate, as well as to suspend further delivery as long as payment for previous deliveries is still outstanding. The Customer is at all times obliged to lodge the security deemed necessary by Novidon for payments due, upon first request.
- 12.3 Payment shall be considered completed as soon as Novidon received the money.
- 12.4 In the event of a dispute regarding a part of the invoice, the part of the invoice that is not in dispute must be paid in accordance with the previous provisions.
- 12.5 For deliveries in parts or installments, the terms and conditions of payment apply for each partial delivery or each installment.
- 12.6 Novidon is shall not deduct any amounts it owes to the Customer from any amount that the Customer owes to Novidon, or to other group members that are part of Coöperatie Koninklijke Cosun U.A. All of the costs associated with debt collection, such as postage, telephone and internal administration charges, as well as the entire costs of legal proceedings and all judicial and extrajudicial legal costs, such to include costs not assessed by a judicial body, shall be for the account of the Customer. The extrajudicial costs shall amount to at least 15% of the claim with a minimum of EUR 750.

Article 13 Dissolution

- 13.1 In the event that the Customer has in any way failed to comply with his obligations, the Customer ceases operations, the Customer requests a suspension of payment, a request for a suspension of payment was filed against the Customer, the Customer is in a state of suspension of payment, the Customer has applied for bankruptcy, an application for bankruptcy was filed against the Customer, the Customer is in a state of bankruptcy, or offers an agreement with his creditors or in other comparable circumstances, without prejudice to its right to claim for failure to perform and/or damages, Novidon is entitled to fully or partially dissolve the agreement with the Customer and/or claim compensation without legal intervention and without any compensation being owed to the Customer and in the event of a partial dissolution, the delivery to the Customer may be suspended.
- 13.2 In the event that the agreement is dissolved on one or several grounds specified in the previous paragraph, any claim that Novidon has against the Customer will be payable immediately, provided that it has not yet been paid.
- 13.3 If circumstances arise in relation to persons and/or materials which Novidon uses, or normally uses, for the execution of the agreement, which are of such a nature that the execution of the agreement would be impossible, or made so prohibitive and/or disproportionately expensive that performance of the agreement can no longer be demanded in all reasonableness, Novidon shall have the right to dissolve the agreement.

Article 14 Confidentiality

- 14.1 Each of the parties will treat as confidential all information received from the other party that is designated as confidential, or the confidential nature of which should reasonably have been evident (hereinafter referred to as "Confidential Information"). Confidential Information in any event includes the existence, the nature and the contents of the agreement, as well as other business information of Novidon.
- 14.2 Each party shall treat the Confidential Information which a) is already publicly known, b) has been independently developed by one party, without the use of the Confidential Information of the other party, c) was received from a third-party who was under no obligation to keep such information confidential, d) was already in the possession of the receiving party without an obligation of confidentiality. Article 14.1 does also not apply when the receiving party is forced by competent authorities to disclose such information, in which case the receiving party will immediately notify the providing party about this.
- 14.3 Confidential Information may only be used within the context of the agreement and may only be copied or reproduced insofar as this is necessary in order for the receiving party to perform its obligations under the agreement.
- 14.4 Each party shall treat the Confidential Information of the other party in the same manner as it treats its own Confidential Information and similar data, and they are at all times required to take the necessary precautions to maintain the confidentiality of such Confidential Information.
- 14.5 The obligations set forth in this article shall remain in force for 3 years after the end of the agreement.

Article 15 Intellectual Property Rights

- 15.1 All intellectual property rights which are owned by Novidon or its supplier(s) shall remain the property of Novidon at all times. The Customer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with Novidon or to any information received from Novidon in any form whatsoever.
- 15.2 All documents provided by Novidon, such as reports, advices, agreements, designs, sketches, drawings, etc. are solely intended for use by the Customer and for the project for which they are intended. These documents may not be reproduced, published, edited or processed, nor may they be communicated to third parties without prior permission from Novidon, unless the nature of the document suggests otherwise.
- 15.3 The design, patents, trademarks, sampling, etc. created by Novidon in the context of the agreement shall remain the property of Novidon, regardless of whether these have been made available to the Customer or to third parties, unless the agreement expressly states otherwise.
- 15.4 The Customer is not permitted to change the delivered goods, wholly or in part, or to provide them with a different brand name and/or packaging, or otherwise to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights of Novidon, unless otherwise agreed in writing.
- 15.5 The Customer is not permitted to use any name, trade name, trademark, logo or any other reference to Novidon in any external press release, advertising materials, publicity materials or other, without the permission of Novidon.

Article 16 Data Privacy Protection

- 16.1 Novidon processes personal data in accordance with applicable national and/or international data protection laws, both within and outside the EU.
- 16.2 In case Novidon processes personal data for the Customer in the course of its performance under the agreement, Novidon can be qualified as data processor and the provisions in this article 16 will also qualify as data processing agreement as stipulated in the EU General Data Protection Regulation. Novidon will solely process received personal data further to documented instructions from the Customer and will not in any way use (or cause to be used) such personal data other than necessary for its performance under the agreement.
- 16.3 Novidon will implement appropriate technical and organisational security measures to ensure confidentiality and protection against loss or unlawful processing. The Customer is allowed to at its own expenses periodically examine and evaluate these measures. Novidon will at the choice of the Customer, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.
- 16.4 At its first request Novidon will assist the Customer and provide all information available which enables the Customer to comply with its own statutory obligations and to demonstrate this. The Customer acknowledges and agrees that in the course of its performance under the agreement, Novidon may use further (sub)processors. Novidon will impose upon such further processors the same data protection obligations as stipulated in this article.
- 16.5 Novidon is not liable for damage of any kind (whether direct or consequential) resulting from its processing of personal data under the agreement. The Customer indemnifies Novidon (in its role as data processor or otherwise) against any third party claim or action resulting directly or indirectly from Novidon its processing of personal data.

Article 17 Disputes and Applicable Law

- 17.1 Any dispute between the Customer and Novidon, including the sole recovery of outstanding payments owed by the Customer, shall initially exclusively be tried by the competent court in the district where Novidon is located.
- 17.2 Notwithstanding the provisions in paragraph 1, Novidon is at all times entitled to present a dispute for settlement by arbitration to the Dutch Arbitration Institute in Rotterdam, in accordance with the rules of this Institute.
- 17.3 Dutch law exclusively applies to all offers of sale and all agreements to which Novidon is party. The application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

Article 18 Final Provisions

- 18.1 With regard to the agreement each party is considered an independent contractor and none of the parties will have the right to represent or bind the other. Nothing in the agreement or in these General Terms and Conditions of Sale and Delivery establishes or will have established a joint venture, a partnership or an agency relationship between the parties.
- 18.2 The Dutch language is the authentic language of these terms and conditions.
- 18.3 In the event that one or several provisions of these general terms and conditions would appear to be non-binding, wholly or in part, the other provisions of these terms and conditions remain in force. Novidon reserves the right to replace the non-binding provisions with provisions that are binding and that differ as little as possible from the replaced provision, taking into account the objective and the purpose and intent of these general terms and conditions.

Deposited at the Chamber of Commerce on 25 May 2018.