

PURCHASE CONDITIONS OF CROWN OF HOLLAND B.V.

I. GENERAL SECTION

ARTICLE 1. | DEFINITIONS

In these purchase conditions, the following terms, regardless of whether in singular or plural, are defined as set out below, unless the context of the provisions stipulates otherwise.

1. Crown of Holland: Crown of Holland B.V., the user of these purchase conditions, with its registered office at Agriport 161, 1775TA in Middenmeer, listed in the Trade Register of the Chamber of Commerce under file reference no. 54121760.
2. Contractor: the natural or legal person with whom Crown of Holland has concluded or intends to conclude an agreement regarding the provision of services by this contractor.
3. Supplier: the natural or legal person with whom Crown of Holland has concluded or intends to conclude an agreement regarding the supply of products by this supplier.
4. Other party: any contractual other party of Crown of Holland; the contractor referred to in paragraph 2 or the supplier as referred to in paragraph 3.
5. Parties: Crown of Holland and the other party together.
6. Agreement: any agreement between the other party and Crown of Holland, by which the contractor has undertaken towards Crown of Holland to provide services or the supplier has undertaken towards Crown of Holland to sell and supply products. If the agreement between the parties provides for the provision of services by the contractor, "the agreement" in these purchase conditions is also referred to as "the instruction".
7. Services: all work, activities and/or other actions which the contractor has undertaken towards Crown of Holland to perform in connection with the contract, other than in connection with the sale and supply of products.
8. Products: all products to be supplied by the supplier to Crown of Holland within the framework of the agreement.
9. In writing/written: communication in text form, communication by e-mail or any other form of communication which can be deemed similar to this in accordance with the prior art and generally accepted standards.

ARTICLE 2. | GENERAL PROVISIONS

1. These purchase conditions apply to every agreement, as well as to any (pre-contractual) relationship between Crown of Holland and the other party, prior to the conclusion of an agreement. Once the parties have contracted under the scope of these purchase conditions, these purchase conditions are deemed to also apply to any subsequent agreements concluded between parties, without Crown of Holland being obliged to provide the other party with a copy of these purchase conditions on each occasion.
2. The applicability of the terms of delivery or other general terms and conditions of the other party is excluded unless explicitly agreed otherwise by the parties in writing.
3. These purchase conditions may only be deviated from subject to the explicit and written agreement between the parties or if Crown of Holland, prior to the offer of the other party, has explicitly expressed in writing to accept (partial) deviation from these purchase conditions.
4. If and insofar as the explicit and written agreement between the parties deviates from the provisions of these purchase conditions, the explicit and written agreement between the parties applies.
5. If one or more of these provisions of the purchase conditions is voided or void, it will not affect the validity of the other provisions. If applicable, the parties are obliged to consult each other in order to come to an alternative arrangement with regard to the affected provision. The object and purport of the original provision must be taken into account to the greatest possible extent.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. An invitation to the other party to tender, such as an offer or quotation, can at all times be revoked or changed by Crown of Holland, without Crown of Holland being liable to pay any costs to the other party. Furthermore, the other party will not charge any fee for submitting an offer to Crown of Holland.
2. A requested offer or quotation will remain valid for at least 30 days after being submitted by the other party, or so much longer or shorter as stipulated in the request of Crown of Holland.
3. An agreement will only be concluded when Crown of Holland has explicitly accepted the offer or quotation from the other party in writing. The intended acceptance is only legally valid if confirmed by an authorised representative of Crown of Holland.
4. An agreement can also be concluded without Crown of Holland requesting an offer or quotation. In that case, the agreement will be concluded when the other party has confirmed the order or the proposed instruction by Crown of Holland. An order or proposed instruction binds Crown of Holland only if the order has been placed or the instruction has been proposed by an authorised representative of Crown of Holland.
5. If the parties have entered into fixed price agreements for shorter or longer periods of time, they will be valid during the explicitly agreed period. In the absence of such a period, the agreed prices apply until the other party has explicitly withdrawn the applicability of the relevant prices in writing or has notified Crown of Holland of a change in the applicable prices, with due observance of any notice period prior to taking effect.

ARTICLE 4. | GENERAL OBLIGATIONS OF THE PARTIES

1. The other party will fulfil its obligations under the agreement in close cooperation with Crown of Holland, insofar as this is reasonably necessary with a view to the nature of the performances to be delivered, without prejudice to the other party's own responsibility.
2. On demand of Crown of Holland, the other party will keep Crown of Holland informed of the performance of the agreement and provide all requested information. Furthermore, the other party, without being prompted, will keep Crown of Holland informed of the performance of the agreement and provide information, insofar as the other party should reasonably be aware that this information is or can be important to Crown of Holland. The other party must, in any event, immediately notify Crown of Holland of facts and circumstances that can lead to a delay in the fulfilment of the obligations of the other party or of facts and circumstances the parties did not take into account when entering into the agreement.
3. The other party is entitled to transfer any of its rights and/or obligations arising from the agreement to third parties, subject to the explicit, prior written consent of Crown of Holland.
4. The other party will comply with all applicable legal regulations when performing the agreement. The other party is personally responsible for informing any third party parties engaged by the other party of the agreements applicable to the other party and Crown of Holland in respect of the performance of the agreement.
5. Only insofar as the other party has been explicitly empowered in writing by a representative of Crown of Holland, authorised to that end, will the other party act as an authorised representative of Crown of Holland, in the absence of which authorisation the consequences arising from it will be at the expense and risk of the other party.
6. At the request of the other party, Crown of Holland will provide all information and data to the extent required for the proper performance of the agreement. Furthermore, Crown of Holland will endeavour to provide all support that can reasonably be demanded from Crown of Holland for the proper performance of the agreement.

ARTICLE 5. | QUALITY, INSPECTION AND WARRANTY

1. The other party guarantees that the products and/or services provided comply with generally applicable standards and the legal requirements. Insofar as no further description of the requirements to be attached to the products and/or services has been given, they must at least comply with the usual requirements of quality, soundness and efficiency.
2. Crown of Holland is entitled to inspect the products and/or services provided. Where necessary, the other party will cooperate in this. If Crown of Holland does not approve of the products and/or services provided, Crown of Holland must explain the rejection, supported by reasons.

ARTICLE 6. | SECRECY

1. The other party is obliged to observe strict confidentiality with regard to all information it has become aware of during the performance of the agreement, the confidential nature of which information may reasonably be assumed known or which confidential nature can reasonably be suspected to be present, except insofar as any legal provision or court order obliges disclosure to third parties. The other party will also require individuals working under its supervision and/or third parties engaged by the other party to comply with this confidentiality obligation.
2. On demand of Crown of Holland, the other party is obliged to have the individuals engaged or to be engaged by the other party sign a confidentiality agreement.

ARTICLE 7. | INTELLECTUAL PROPERTY

1. The other party guarantees that the products sold or services provided, including all that is accompanied by or that arises from it, are free from all special obligations and restrictions that could impair the free use thereof by Crown of Holland, such as patent rights, trademark rights, design rights or copyrights. The other party indemnifies Crown of Holland against any third-party claims in that respect. In the event of third-party claims in that respect, the other party, in consultation with Crown of Holland, will do everything in its power to ensure that Crown of Holland can continue the undisturbed use of the products or services provided.
2. In the event of third-party claims in respect of the obligation to indemnify as referred to in the previous paragraph, the other party will reimburse all damage incurred by Crown of Holland as a result, including judicial and extrajudicial costs, as well as the costs of legal assistance.

ARTICLE 8. | SUSPENSION AND DISSOLUTION OF THE AGREEMENT

1. When reasonably justified by the circumstances of the event, Crown of Holland is entitled to suspend the performance of the agreement or to fully or partially dissolve the agreement with immediate effect, if and insofar as the other party fails to fulfil its obligations under the agreement (including the provisions of these purchase conditions), or if it fails to do so in time or fully, or if circumstances brought to the attention of Crown of Holland after conclusion of the agreement give good cause for concern that the other party will not fulfil its obligations. If performance of the agreement by the other party is not permanently impossible, the power to dissolve is subject to the other party having received a written notice of default from Crown of Holland, stipulating a reasonable term to remedy, whilst compliance remains forthcoming also after the expiry of that last term.
2. If the other party has been declared bankrupt, has applied for a (provisional) moratorium, winds up its business or transfers it to a third party, or if its goods are subjected to any attachment or in cases where the other party has otherwise lost the

free disposal of its assets, Crown of Holland is entitled to dissolve the agreement with immediate effect.

3. Furthermore, Crown of Holland is entitled to dissolve the agreement if and insofar as circumstances arise which are of such a nature that performance of the agreement is impossible or if Crown of Holland, cannot reasonably be expected to maintain the agreement unaltered.
4. The other party can never lay claim to any form of compensation in connection with the right to suspension or dissolution being exercised by Crown of Holland under this article.
5. Insofar as this can be attributed to the other party, it is obliged to compensate Crown of Holland for the damage it suffers as a result of suspension or dissolution of the agreement.
6. If Crown of Holland dissolves the agreement by virtue of this article, all claims against the other party become immediately due and payable.
7. Dissolution, as referred to in this article, is effected on the basis of an extrajudicial, written declaration addressed to the other party.

ARTICLE 9. | LIABILITY AND INSURANCE IN GENERAL

1. The other party indemnifies Crown of Holland against any third-party claims in respect of damage suffered by these third parties as a result of the other party performing the agreement and the use or application of the goods or services provided by the other party.
2. The other party guarantees that, from the date of entering into the agreement, it is adequately insured against the risks associated with performing the agreement and will continue adequate insurance during the term thereof. Any insurance required within the framework of the performance of the agreement and which is not yet in place must be taken out by the other party before starting the performance of the agreement, at the latest. During the performance of the agreement, the other party must refrain from changing the sums insured and the policy conditions to the detriment of Crown of Holland unless Crown of Holland has granted its explicit, prior written consent to do so.

ARTICLE 10. | PRICES, INVOICING AND PAYMENT

1. The other party will perform the agreement at the explicitly agreed prices. Prices quoted by the other party are in Euros unless explicitly agreed otherwise.
2. Any performances delivered by the other party which have not been explicitly agreed in writing, only qualify for compensation subject to the prior written consent of Crown of Holland.
3. The other party guarantees that the invoices to be issued by it to Crown of Holland meet the legal requirements.
4. The other party applies a payment term of thirty days after receipt of the invoice, or so much shorter as explicitly agreed. If the products or services are not in accordance with the agreement, Crown of Holland will be entitled to partially or fully suspend its payment obligation in proportion to the shortcoming.

II. SPECIAL PROVISIONS FOR SERVICES

ARTICLE 11. | PERFORMANCE OF THE SERVICES

1. If the instruction has been issued by Crown of Holland with a view to a certain individual or individuals, the contractor, without the prior written consent of Crown of Holland, is not allowed to have the instruction performed by one or more other individuals.
2. Unless this, with a view of the nature of the instruction, is reasonably irrelevant, the contractor, at his own expense and risk, is obliged to arrange the presence of the tools and other equipment required for the provision of the services. In addition, the contractor, at his own expense and risk, must arrange for his own transport, as well as the transport of goods to be processed as part of the execution of the instruction.
3. The instruction must be executed in accordance with all information provided by Crown of Holland, as well as in accordance with all other directions provided by Crown of Holland.
4. The Parties emphatically do not intend to enter into an employment contract with each other within the meaning of Section 7:610 of the Dutch Civil Code [Burgerlijk Wetboek (BW)]. The contractor executes instructions at his own risk.
5. The contractor is obliged to execute the instruction according to the requirements of professional workmanship and other provisions stipulated in the instruction. During the provision of services, the contractor must comply with the statutory regulations and other (government) instructions.
6. Within the framework of executing the instruction, the contractor is obliged to timely and correctly comply with all obligations imposed on him under the Working Conditions Act and regulations and instructions related to it. The contractor indemnifies Crown of Holland against all third-party claims alleging that Crown of Holland should be responsible for the obligations set out in the previous sentence and that Crown of Holland has fully or partially failed in the fulfilment thereof.
7. During the execution of the instruction, the contractor is obliged to take and maintain the necessary safety measures. Crown of Holland can never be held liable for any damage caused by the absence of or insufficient safety measures. The contractor indemnifies Crown of Holland against any third-party claims in that respect.
8. The contractor is obliged to immediately notify Crown of Holland of any special facts and circumstances which may reasonably be relevant to Crown of Holland during the execution of the instruction. The contractor must promptly report any additional work. Additional services are eligible for compensation subject to the prior written approval of Crown of Holland.
9. Insofar as the services are provided at the premises Crown of Holland, the person deployed by the contractor must observe the company rules applicable to that location.
10. If, during the performance of the agreement, it appears that one or more of the persons deployed by the contractor do not perform properly and/or are unable to continue their work due to circumstances, the contractor, at the request of Crown of Holland, is obliged to replace the relevant person or persons as soon as possible. If this is impossible, Crown of Holland will be entitled to dissolve the agreement. Any additional costs involving the replacement will be at the expense of the contractor.
11. The contractor guarantees that the persons deployed by the contractor are entitled to carry out work in the Netherlands.

ARTICLE 12. | LIABILITY OF THE CONTRACTOR

1. The contractor carries full responsibility and liability for his own performances, those of his staff and for any third parties engaged by the contractor.
2. The contractor, at his own expense and risk, guarantees for to remedy any shortcomings in the execution of the instruction. In addition, the contractor is obliged to compensate any damage resulting from a shortcoming on the part of the contractor for Crown of Holland or third parties and to minimise this damage as much as possible. Insofar as this can reasonably be demanded from the contractor, the contractor must remedy a shortcoming in the execution of the instruction within 24 hours of Crown of Holland having informed the contractor of the existence of that shortcoming.
3. The contractor is responsible and liable for fulfilment of the obligations under the agreement to pay income taxes and contributions. The contractor indemnifies Crown of Holland against any claims from the tax authorities in that respect. The contractor, when either required by law or if so requested by Crown of Holland, will use a G account. If Crown of Holland is charged with an additional tax assessment, fines and/or interest on underpaid tax, they will be at the expense of the contractor.

III. SPECIAL PROVISIONS FOR HIRING PERSONNEL

The provisions of this chapter apply to the agreement providing for the provision of services, relating to the other party making one or more workers available to Crown of Holland, which workers will carry out work under the supervision and management of Crown of Holland. In such an event, the other party does not act as a contractor within the meaning of the previous chapter. The provisions of the previous chapter do, nevertheless, apply to the hiring of personnel as referred to in this chapter, except insofar as the nature and/or purport of the provisions of the previous chapter prevent application.

ARTICLE 13. | DEFINITION OF WORKER

In this chapter, a worker is taken to mean: every natural person, e.g. a temporary agency worker, secondee or payroller, in paid employment of the other party or a third party, carrying out work under the supervision and management of Crown of Holland.

ARTICLE 14. | VARIOUS PROVISIONS

1. The other party will inform the worker of all rules within the organisation of Crown of Holland, which at least include a general introduction to Crown of Holland, information about the location of Crown of Holland, working conditions, company rules, working hours, break and lunch times, work clothes and safety regulations.
2. Crown of Holland will arrange for an adequate and safe working space, as well as for proper compliance with the legal provisions on the subject of working conditions, more in particular those stipulated under the Working Conditions Act. Crown of Holland will promptly provide the other party or the worker with information required for the proper execution of the work.
3. The equipment provided by Crown of Holland to the worker remains the property of Crown of Holland.
4. Crown of Holland has the right to request every worker to produce a certificate of good conduct [Verklaring Omtrent het Gedrag (VOG)]. The other party must promptly comply with such a request and submit a certificate of good conduct to Crown of Holland as soon as possible.
5. Each week, the worker must complete a time sheet, listing the hours worked by the worker for Crown of Holland. The time sheets must be signed for approval by the worker's immediate superior at Crown of Holland. The worker gives a copy of the timesheet to Crown of Holland and retains a copy for his own administration. A copy of the signed time sheet must be enclosed with the invoice by the other party. Without such a copy, the invoice will not be settled.
6. The worker will carry out his work during Crown of Holland office hours as much as possible and in accordance with the working hours scheme applicable at the relevant site. The working hours applicable to the worker are consistent with the duration of the Crown of Holland working week unless explicitly agreed otherwise in writing.
7. Loss of hours due to short leave, for example, due to visits to the dentist or doctor, must be compensated by the relevant worker as much as possible, or these hours are not charged to Crown of Holland, which is at the discretion of Crown of Holland.

8. Hours the worker is working on behalf of Crown of Holland outside normal working days and hours are considered overtime. Overtime only qualifies for compensation subject to prior consultation between Crown of Holland and the worker.
9. Leave days of the worker will be determined in close consultation between the worker and Crown of Holland.

ARTICLE 15. | WORKERS CALLING IN SICK

1. The other party is obliged to report a worker, who has called in sick, to Crown of Holland as soon as possible, yet no later than 09:00 on the first day of illness. The other party ensures that the relevant authorities are notified as well.
2. In the event the worker continues to be ill for more than two weeks, Crown of Holland may demand that the worker is replaced.
3. During the period in which the worker is ill, Crown of Holland does not owe the other party any compensation.

ARTICLE 16. | REPLACEMENT OF WORKERS

The other party must ensure that workers who are made available to Crown of Holland meet the requirements as set by Crown of Holland. If Crown of Holland is of the opinion that the worker does not perform the assigned work, or any part thereof, properly, is incompatible with Crown of Holland or is guilty of misconduct, Crown of Holland has the right to demand from the other party to replace the worker within the shortest possible term, yet no later than two days after notification thereof to the other party. Any additional costs in connection with the replacement will be at the expense of the other party.

ARTICLE 17. | LIABILITY AND INDEMNITY

1. Crown of Holland cannot be held liable for illness, injury, and/or death of the worker and/or loss of and/or damage to property of the worker or the property of the other party, if the damage is the result of intent or recklessness on the part of the worker. The other party indemnifies Crown of Holland against all of its claims and those of third parties and, more in particular, those of the worker.
2. The other party is responsible and liable for the deduction and payment of income tax and contributions owed by the other party in respect of the work carried out by the worker. The other party indemnifies Crown of Holland in relation to vicarious tax liability. Crown of Holland reserves the right to fully recover any income tax levies and contributions, including fines and interest on underpaid tax, from the other party.

IV. SPECIAL PROVISIONS FOR SUPPLIERS

ARTICLE 18. | OBLIGATIONS OF THE SUPPLIER AND DELIVERY OF PRODUCTS

1. Products must be delivered in the manner, place and time as explicitly agreed between the parties in writing, in the absence of which agreement, Crown of Holland will be entitled to decide.
2. If the supplier fails to deliver the products according to the agreed delivery period, the supplier will be in default by operation of law. The supplier is at all times obliged to immediately notify Crown of Holland of any (anticipated) delays in the performance of the agreement.
3. If delivery is late, the supplier is liable to compensate the damage suffered by Crown of Holland as a result. The aforesaid is without prejudice to the right of Crown of Holland to dissolve the agreement.
4. The supplier guarantees that Crown of Holland obtains the unencumbered ownership of the products. Furthermore, the supplier waives all rights and entitlements vested in him pursuant to the right of recovery.
5. Ownership of the products (even if payment has not yet been effected), as well as the risk of loss and damage thereof, will be transferred to Crown of Holland at the time the products have been received by or on behalf of Crown of Holland unless this has been explicitly deviated from in writing.

ARTICLE 19. | CONFORMITY

1. The supplier guarantees that the products delivered by him are in accordance with the agreement, that the products contain the properties agreed between the parties, that the products comply with the requirements under or pursuant to the law or the requirements set by Crown of Holland, that the products are in new condition, that the products are free from any defects and third-party rights, that the products are provided with all the information and instructions required for their proper and safe use and include a mark of the manufacturer or the party who marketed the products.
2. If the products do not meet the conditions as referred to in paragraph 1, the supplier, at his expense and at the discretion of Crown of Holland, must repair or replace the goods or supplement any missing parts on demand of Crown of Holland, without prejudice to the right of Crown of Holland to fully or partially dissolve the agreement and without prejudice to all other rights of Crown of Holland, such as the right to compensation.
3. All costs incurred by Crown of Holland in connection with exercising its rights as referred to in paragraph 2 will be at the expense of the supplier.
4. In urgent cases, or in case it can reasonably be assumed that the supplier will not fulfil his obligations under paragraph 2, Crown of Holland will be entitled to carry out the repair, replacement or supplement itself, or arrange for this be carried out, all of which will be at the expense of the supplier. The fact that Crown of Holland carries out the repairs, replacement or supplement by itself, does not release the supplier from his (further) obligations under the agreement.

ARTICLE 20. | LIABILITY AND INDEMNITY

1. The supplier is liable for all direct and indirect damage suffered by Crown of Holland or the (end) consumers of the products or other third parties, as a result of the supplier failing to fulfil his obligations and/or in connection with product liability and/or as a result of acts or omissions of the supplier, his staff or third parties engaged by him.
2. The supplier is obliged to take out insurance, insofar as possible, against the damage referred to in paragraph 1. The supplier must arrange for his insurance policy documents to state that any payment made under the insurance must be made directly to the person who actually suffered the damage. The supplier is obliged to allow Crown of Holland, on the latter's demand, to inspect the insurance policy documents.
3. The supplier indemnifies Crown of Holland against all third-party claims in any way connected with the performance of the agreement and the use of the products supplied by him.

V. FINAL PROVISIONS

ARTICLE 21. | APPLICABLE LAW AND DISPUTES

1. Every agreement and all legal relationships ensuing from it between the parties are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
2. The parties will only appeal to the courts after they have made every effort to resolve the dispute by mutual consultation.
3. Only the court with jurisdiction in the place of business of Crown of Holland is competent to take cognizance of any legal disputes.
4. If these purchase conditions have been made available in multiple languages, the Dutch version of these conditions will at all times be leading as regards the interpretation of the terms stipulated therein.