

GENERAL SALE AND DELIVERY CONDITIONS OF SCELTA INSIDE
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Article 1 Applicability

1.1 In these general conditions, the following terms will be understood to have the meanings assigned to them below:

- "Scelta Inside": Scelta Inside B.V., having its registered office at Sint Jansweg 20, Box 74 in (NL-5928 RC) Venlo, the Netherlands;
- "product" or "products": mushrooms and other food products offered or supplied by Scelta Inside and all related products in the broadest sense;
- "purchaser": a purchaser who concludes an agreement with Scelta Inside.

1.2 The conditions apply to all offers of Scelta Inside and all agreements concluded between Scelta Inside and the purchaser, as well as to the implementation thereof.

1.3 These conditions are applicable to the exclusion of any general conditions used by the current or potential purchaser.

1.4 Any stipulations deviating from these conditions may be invoked by the purchaser only if and in so far as such have been accepted by Scelta Inside in writing.

Article 2 Offers, assignments and agreements

2.1 All offers of Scelta Inside will be free of obligation. Any orders and acceptance of offers by the purchaser will be irrevocable.

2.2 Scelta Inside will not be bound until it has confirmed the order in writing or has commenced its performance.

2.3 Oral promises by or oral agreements made with its staff will bind Scelta Inside only if its duly authorised representative has confirmed such in writing.

2.4 Scelta Inside must be notified in writing of any inaccuracies in Scelta Inside' order confirmation within three days of the date of the order confirmation, failing which the order confirmation will be considered to constitute a full and accurate reflection of the agreement and the purchaser will be bound by those terms.

2.5 These general conditions will apply in full to any amendments to the agreement.

Article 3 Information

3.1 Any statements issued by Scelta Inside regarding quantities, quality, performance, descriptions, weight, size, colours and/or other specifications regarding its products will be made with the greatest possible care.

However, Scelta Inside cannot guarantee that no deviations will occur in respect of such statements. Upon taking delivery of the products, the purchaser should check whether the delivery is consistent with the quantities and/or other specifications given by or agreed with Scelta Inside. Any statements issued by Scelta Inside regarding quantities, quality, performance, descriptions, weight, size, colours etc. should always be considered approximations and will be without obligation.

3.2 Scelta Inside will not be bound by any images, descriptions, catalogues, advertising materials, information provided on the website or offers.

3.3 The purchaser guarantees the accuracy, completeness and reliability of information and data supplied to Scelta Inside by it or on its behalf. Scelta Inside will not be obliged to perform or continue performing the agreement until the purchaser has issued all data and information reasonably requested by Scelta Inside.

3.4 The purchaser will be responsible for establishing that any products ordered and/or to be ordered by it as well as the packaging, labelling and other information provided with such products are in accordance with all government regulations imposed in respect of such in the country of destination. The purchaser will bear the risk of the use of the products and the conformity with government regulations. The purchaser guarantees that it complies with all applicable national and/or international legislation relating to import and export.

Article 4 Prices

4.1 The prices indicated by or agreed with Scelta Inside are exclusive of VAT, packaging expenses and/or packaging materials, other than the standard Scelta Inside packaging and/or packaging materials, transport, import and export duties, excise taxes and other taxes or levies imposed or charged in respect of the products, unless otherwise agreed in the order confirmation/agreement or quotation/offer. The purchaser cannot claim the reimbursement of any costs it has incurred as a result of the way in which products and documents are delivered by Scelta Inside, unless such has been expressly agreed in writing with Scelta Inside.

4.2 If factors affecting costs change subsequent to the offer and/or the conclusion of an agreement but prior to the delivery of a product, Scelta Inside will be entitled to adjust its prices accordingly.

4.3 If Scelta Inside introduces lower prices in the context of a promotion, special offer or for another reason following the offer and/or the conclusion of an agreement, this will have no consequences for the price agreed with the purchaser.

Article 5 Delivery and delivery period

5.1 Stated delivery times are approximations and may not be considered deadlines. If a delivery date is exceeded, this will not oblige Scelta Inside to pay damages and will not entitle the purchaser to the non-performance or suspension of any obligations ensuing from the agreement. The purchaser, however, will be entitled to terminate the agreement if and to the extent that Scelta Inside fails to perform the assignment within a reasonable term set by the purchaser for that purpose. This reasonable term will at least be equal to the original delivery period. In that case, Scelta Inside will not owe any damages.

5.2 The delivery time will be based on the applicable working conditions at the time of the conclusion of the agreement and on the timely delivery of the items required for the performance of the agreement by Scelta Inside. If, as the result of a change in working conditions and/or late delivery of items required by Scelta Inside any delays occur, the delivery time will be

extended where necessary.

5.3 Unless the parties expressly agree otherwise, delivery will be made Ex Works at the agreed production location (Incoterms 2010), with Scelta Inside being responsible for loading the products before departure and for the risks and costs of loading. The risk associated with the products will be transferred to the purchaser upon delivery.

5.4 The purchaser will be required to take receipt of the products immediately upon their arrival at their destination. The purchaser will ensure that there are sufficient loading and unloading facilities to ensure a quick delivery.

5.5 If a product ordered by the purchaser is no longer available or will not become available within a reasonable period of time, Scelta Inside will, if it is reasonably possible to do so, supply a product that is similar to the product that was ordered, at the same price.

5.6 If the purchaser fails to take possession of the products or does not collect them or have them collected, these will be stored at the purchaser's risk and expense for as long as considered necessary by Scelta Inside. In that event, as with any other attributable failure by the purchaser, Scelta Inside will be entitled at all times either to demand performance of the agreement, or to dissolve the agreement extrajudicially, without prejudice to its rights to compensation of damage incurred and profits lost, including any storage costs.

5.7 If a delay occurs in the performance of the assignment as a result of the fact that the purchaser has failed to meet its obligations to Scelta Inside, the agreement will be performed as soon as Scelta Inside' schedule permits such.

5.8 Scelta Inside will be entitled to perform an agreement in parts and to claim payment of that part of the agreement that has been performed.

5.9 Scelta Inside will not be required to honour the purchaser's request to redeliver the goods or make another delivery. If Scelta Inside nevertheless honours such a request, all related costs will be for the purchaser's account.

Article 6 Packaging and materials

6.1 Scelta Inside will determine how the products will be packaged, unless agreed otherwise in writing.

6.2 At the request of the purchaser and following prior written acceptance thereof by Scelta Inside, Scelta Inside will use packaging material of the purchaser or packaging material specially ordered for the purchaser for its products. Separate price agreements will be concluded for this purpose. The purchaser will in any event bear the costs of all the packaging material purchased by Scelta Inside specifically for the purchaser, also if this material is not used in full, and guarantees the accuracy of the information stated on the packaging material, as well as the absence of any unfavourable influence of the packaging material on the products.

6.3 If Scelta Inside delivers the products with materials (including, but not limited to pallets, crates, trays, etc.), Scelta Inside will be entitled to charge the costs of the materials to the purchaser at cost price or on the basis of returnable deposit. Following prior written permission from Scelta Inside, the purchaser will be entitled to return materials of the same size, type and quality to Scelta Inside if the materials were delivered on a returnable deposit basis. Scelta Inside will be exclusively entitled to determine whether the materials are of the same size, type and quality. If the materials bear the name and/or logos of Scelta Inside, the purchaser will be obliged to return those specific materials to Scelta Inside if they were delivered on the basis of returnable deposit. Scelta Inside will credit the purchaser for the returned and approved materials if and in so far as the materials were delivered on the basis of returnable deposit.

Article 7 Force majeure

7.1 If Scelta Inside is impeded in fulfilling the agreement as a result of *force majeure*, it will be entitled to suspend the performance of the agreement. In such a case, the purchaser will not be entitled to claim damages, expenses or interest.

7.2 *Force majeure* will be taken to include: war, threat of war, industrial action, fire, accidents involving or sickness of staff, operational failure, crop failure (including the failure of the mushroom crop, the failure of the onion crop and the crops of other vegetables that are used as raw materials for products of Scelta Inside), transport disruptions, adverse statutory provisions, import/export restrictions, problems relating to production or transport unanticipated by Scelta Inside and all other circumstances and all other circumstances that do not depend entirely on the will of Scelta Inside, such as the non-delivery or nontimely delivery of goods or services by third parties engaged by Scelta Inside.

7.3 If, upon the situation of *force majeure* taking effect, Scelta Inside has already performed part of its obligations or is able to perform only part of its obligations, it will be entitled to send a separate invoice for the part already delivered or the part that can be delivered and the purchaser will be obliged to pay this invoice as if it related to a separate agreement.

7.4 If a *force majeure* situation arises, Scelta Inside will be entitled to dissolve the part of the agreement that cannot be performed by means of a written statement. If the situation of *force majeure* lasts longer than six weeks, the purchaser will also be entitled to cancel the part of the agreement that cannot be performed by means of a written statement.

Article 8 Products with a best before date

8.1 The purchaser guarantees that products that have a 'best before' or 'sell by' date will no longer be used or processed after that date and will no longer be offered for sale, use or consumption.

8.2 The purchaser must strictly comply with the storage requirements for products with a 'best before' or 'sell by' date.

8.3 The purchaser indemnifies Scelta Inside against all third-party claims for compensation relating to any damage that results from the use or consumption of products after their 'best before' or 'sell by' date, as well as against the costs Scelta Inside incurs in relation to such claims.

Article 9 Conformity and complaints

9.1 Scelta Inside guarantees the soundness of the products it supplies in accordance with what the purchaser may reasonably expect on the basis of

the agreement. Nevertheless, should there be defects in the goods delivered by Scelta Inside, Scelta Inside will, at its discretion, rectify these defects, or instruct others to do so, or replace all or some of the products in question, or grant a reasonable price reduction. This guarantee will apply for a period of no more than 12 months or up to the 'use by' or 'sell by', if this date is within the above period of 12 months.

9.2 This guarantee does not cover defects that arise during or that are the full or partial consequence of (i) the purchaser's processing of the products, (ii) the purchaser's or its staff's transport, storage or use of the products in an improper manner or in contravention of Scelta Inside' instructions or (iii) the storage or use of the products for a purpose other than that for which they are intended.

9.3 The purchaser should carefully inspect the products delivered immediately upon receipt, but within 12 hours at the most, failing which every right to complaint and/or replacement will lapse.

9.4 Any complaints regarding the quantity of the products supplied and transport-related damage should be entered on the waybill or consignment note upon delivery, failing which the waybill or the consignment note will constitute conclusive proof against the purchaser of the fact that the correct quantity of products was received and that these products were in good condition and free of any transport-related damage.

9.5 The purchaser must submit any complaints regarding the products or the performance of the agreement to Scelta Inside within 5 days of the date on which the (hidden) defect is discovered or should have been discovered. If the defect relates to a fresh product, the purchaser must submit any complaints within 24 hours of delivery to Scelta Inside, stating the batch (LOT) code, the production code and the article number, with the submission of photos to support the complaint. If a complaint is not made on time, all claims against Scelta Inside will lapse.

9.6 The purchaser will be obliged to keep available to Scelta Inside the products about which a complaint has been made in order to enable the latter to determine the failure, failing which every right to rectification, dissolution and/or damages will lapse.

9.7 After a defect in a product has been discovered, the purchaser will be obliged to take all measures to prevent or limit such damage, possibly including the immediate discontinuation of its use of and trade in such.

9.8 Any defects in a part of products delivered will not entitle the purchaser to reject or refuse the entire batch of products supplied.

9.9 Consignments of products sold may be returned to Scelta Inside only after obtaining Scelta Inside' express written permission to do so and only if the products are clearly recognisable as a return consignment and the products and packaging are still in their original condition.

9.10 Scelta Inside will accept consignments being returned because of transport-related damage only if the products are returned in their original, unopened packaging and have therefore not been used.

9.11 Products of which the 'use by' or 'sell by' date has expired may not be returned.

9.12 The products will at all times be at the risk and expense of the purchaser (also when a consignment is being returned).

9.13 The purchaser must arrange transport for a return consignment itself and bear any associated costs. The purchaser must at all times comply with any special dispatch and/or other instructions of Scelta Inside with regard to return consignments.

9.14 Complaints will not suspend the purchaser's payment obligations.

9.15 The purchase should report any inaccuracies in Scelta Inside' invoices in writing to Scelta Inside within five working days of the invoice date, failing which the purchaser will be considered to have approved the invoice.

9.16 Unless such is acknowledged by Scelta Inside, every claim against Scelta Inside will automatically lapse 12 months after the claim arose.

Article 10 Retention of title

10.1 Scelta Inside will retain the title to the products delivered and to be delivered until its claims, on whatever basis, relating to all products delivered and to be delivered have been settled in full by the purchaser, including claims resulting from failure in the fulfilment of one or more agreements.

10.2 If the purchaser is in default of performing its obligations, Scelta Inside will be entitled to recover or have others recover the products belonging to it, at the purchaser's expense, from wherever the products are located.

10.3 The purchaser is not authorised to pledge or transfer title to products which it has not yet paid other than in the normal course of its business.

10.4 The purchaser will be obliged to ensure that goods delivered under a retention of title are kept with due care and are recognisable as Scelta Inside' property.

10.5 The purchaser will not hold a right of retention against Scelta Inside with regard to the products supplied by Scelta Inside.

Article 11 Payment

11.1 Unless agreed otherwise in writing, Scelta Inside' invoices must be paid within 14 days of the invoice date.

11.2 Scelta Inside will be entitled at all times to request advance payment in whole or in part and/or to obtain security for payment in some other way.

11.3 If payment is not received on time, the purchaser will, without further notice of default, owe interest on the invoice amount equal to the statutory commercial interest.

11.4 All costs related to collection will be borne by the purchaser. The extrajudicial collection costs will amount to at least 15% of the amount to be collected, subject to a minimum of EUR 200.

11.5 The purchaser waives any rights to set off reciprocally outstanding amounts. Scelta Inside will be authorised at all times to set off any amounts it owes the purchaser against amounts owed to Scelta Inside by the purchaser and/or enterprises affiliated with the purchaser, irrespective of whether such amounts have become due and payable.

11.6 The entire invoice amount will become immediately and fully due and payable upon the non-timely payment of an agreed instalment on the due date, as well as if the purchaser has been declared bankrupt, if it has

applied for a – provisional or other – suspension of payments, if the statutory debt rescheduling arrangement has been declared applicable to it and/or if any attachment is levied on the purchaser's property and/or claims and/or if any situation similar to the above occurs. If one of the above situations occurs, the purchaser must inform Scelta Inside of such immediately.

11.7 Any payments made by the purchaser will first be used to cover any outstanding costs, then to settle any interest due and then to cover the oldest exigible invoices, even if the purchaser states that the payment relates to a later invoice.

Article 12 Cancellation

12.1 The purchaser may not cancel an agreement that has been concluded. If the purchaser nevertheless cancels an agreement that has been concluded, the purchaser will be liable to reimburse Scelta Inside for all the costs reasonably by incurred Mushroom in performing the agreement, lost profit and other damage, plus VAT.

Article 13 Provision of advice

13.1 All advice given by Scelta Inside and all notifications and statements of Scelta Inside relating to, *inter alia*, the characteristics of products to be supplied by Scelta Inside are entirely free of obligation and are provided by Scelta Inside as non-binding information.

13.2 Scelta Inside will not be liable for any direct or indirect damage, of whatever type and on whatever basis, arising from the provision of information and/or advice by Scelta Inside. The purchaser will indemnify Scelta Inside against all claims of third parties, unless an intentional act or omission or wilful recklessness on the part of Scelta Inside is involved.

Article 14 Liability

14.1 Except for the provisions in Article 9, the purchaser will have no claim whatsoever against Scelta Inside as a result of defects in or in relation to the products supplied by Scelta Inside. Scelta Inside will therefore not be liable for direct and/or indirect damage, including personal injury or property damage, non-material damage, consequential damage (lost income, damage caused by interruptions of operations, etc.) or any other form of damage, whatever its cause, except in the event of wilful recklessness or an intentional act or omission on Scelta Inside' part.

14.2 Scelta Inside will also not be liable as defined above for acts on the part of its employees or other persons who fall within the scope of its risk, including any wilful recklessness or an unintentional act or omission on the part of these persons, in so far as no senior staff of Scelta Inside are involved.

14.3 From the time of delivery, the purchaser will bear the risk and expense of damage to products caused by damage to or destruction of the packaging materials, in accordance with the agreed delivery conditions.

14.4 Scelta Inside will not be liable for damage resulting from:

- failing to correctly and/or fully comply with the instructions it has provided or with the instructions and/or directions for use that are expressly stated on the product packaging;
- overwrapping or repackaging the products;
- the use or resale of products that are not in their original condition.

14.5 In all cases in which Scelta Inside is obliged to pay damages, such will never exceed the invoice value (exclusive of VAT) of the products supplied in connection with which the damage was caused. If the damage is covered by the business liability insurance policy of Scelta Inside, the damage compensation will, moreover, never be higher than the amount actually paid out by the insurer.

14.6 Unless such is acknowledged by Scelta Inside, every claim against Scelta Inside will automatically lapse 12 months after the claim arose.

14.7 The purchaser will indemnify Scelta Inside, its employees and any auxiliary persons engaged by it for purposes of the performance of the agreement against any claims of third parties, including claims based on product liability, in connection with Scelta Inside' performance of the agreement, irrespective of the cause, as well as against any costs ensuing from such claims for Scelta Inside.

Article 15 Intellectual property

15.1 All intellectual and industrial property rights in respect of the products and the products' names and anything else developed, produced or supplied by Scelta Inside, including packaging materials, advertising materials and depictions, will be vested in Scelta Inside, or its suppliers and/or its licensors.

15.2 Unless otherwise agreed, the purchaser will not be permitted to remove or change any reference to trademarks, trade names or other intellectual property rights from the products. The purchaser will offer, sell, and supply the products solely with the brand, logo, and packaging that Scelta Inside has allocated to the products.

15.3 If the packaging of the products has to be carried out in accordance with the designs, drawings or other instructions of the purchaser, the purchaser guarantees that no violation of intellectual or industrial property rights or other rights of third parties will result. The purchaser indemnifies Scelta Inside against all claims of third parties resulting from their intellectual or industrial property rights, whether or not including compensation.

15.4 Quotations issued by Scelta Inside, as well as advice, specifications, drawings, designs, calculations, descriptions and other information drawn up or issued by Scelta Inside, or products or equipments made available by Scelta Inside, whether or not as a trial, will remain the property of Scelta Inside, irrespective of whether the costs for such have been charged to the purchaser.

Article 16 Representation

16.1 If the purchaser is acting on behalf of one or more other parties, it will be liable vis-à-vis Scelta Inside as if it were the purchaser itself, without prejudice to such other parties' liability.

Article 17 Final provisions

17.1 The nullity or voidability of any provision of these conditions or of any agreements to which these conditions apply will not affect the validity of the

other provisions. Scelta Inside and the purchaser will be obliged to replace any nullified or voided provisions by valid provisions the purport of which is as similar as possible to that of the nullified or voided provisions.

17.2 The place of performance of agreements will be considered to be the location of Scelta Inside' registered office.

17.3 All agreements concluded by Scelta Inside will be governed exclusively by the laws of the Netherlands.

17.4 Any applicability of international conventions on the sale of movable goods which the parties can declare inapplicable is hereby expressly excluded. More particularly, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) is excluded.

17.5 All disputes between Scelta Inside and the Purchaser will be adjudicated exclusively by the competent court in the court district where Scelta Inside' registered office is located. In deviation from the preceding provision, Scelta Inside may submit a dispute to the court in the district where the purchaser is resident or has its registered office.

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