



General sales conditions of Coöperatie Koninklijke Avebe U.A.

General

1. These General Sales Conditions form part of any offer, quotation, purchase order and order confirmation in which Coöperatie Koninklijke Avebe U.A. or any of its associated entities, hereinafter referred to as 'Avebe', acts as the seller of goods. These terms also apply if there is no written purchase order or written order confirmation.
2. Avebe rejects and excludes all other conditions, including the purchasing conditions of purchaser, even if reference is or has been made to such other conditions.
3. Purchaser agrees that the Goods are only for its own use. Purchaser is not allowed to resell the Goods.

Offers and orders

4. Avebe's offers and quotations do not result in any obligation to enter into a contract. An agreement is only final and binding to Avebe if it has been accepted by Avebe in writing by means of an order confirmation.

Prices

5. Prices mentioned in the agreement, purchase order or order confirmation are in Euro, excluding VAT and other taxes and duties, including but not limited to import and/or export duties. Prices only include costs that are mentioned specifically. The transport costs quoted by Avebe are always indicative. The actual transport costs can be passed on to the purchaser.
6. After concluding the agreement, Avebe may charge transport surcharges, warehousing or related costs when caused by purchaser or in case of unforeseen circumstances or - situations.
7. Prices are Free Carrier (FCA) Incoterms® 2020 to the agreed delivery address. In case of FCA, FAS or FOB Incoterm, purchaser herewith authorizes and assigns Avebe to fill out and sign the CMR on behalf of purchaser.

Delivery

8. Delivery dates given by Avebe are indicative. Avebe shall never be liable for a delayed delivery, irrespective of the reason for this delay.
9. The purchaser shall order in accordance with the off-take schedule confirmed by Avebe. Deviations are only permitted when they have been confirmed in writing by Avebe.
10. In case the goods cannot be unloaded on the agreed date and location, purchaser shall bear all related costs.
11. The quantity of the goods shall be determined on the basis of calibrated measurements and shall be decisive. The automated filling of bags (20 and 25 kg nominal weight) is based on an average weight method. The tolerable error per bag will not be more than 2% of the nominal weight. The weight per bag on average will be the nominal weight.
12. The ownership of the delivered goods remains with Avebe until the purchase price has been paid in full.

Payment

13. The payment term is 30 (thirty) days and this date is a strict deadline.
14. Avebe is entitled to request payment in advance or a security for payment and is entitled to suspend until this request has been met.
15. If the purchaser is in default:
 - a. All the other claims are also immediately due and payable, and; or
 - b. statutory interest on the outstanding payments shall be due, and;
 - c. All judicial and extrajudicial costs and expenses incurred to obtain payment shall be at the purchaser's expense.



16. The purchaser is not permitted to suspend its payment obligation and the purchaser is not permitted to offset any debt to Avebe.
17. The purchaser is bound to settle Avebe's invoice via its own bank account.

Complaints

18. Any complaints regarding visible defects have to be submitted in writing to Avebe within 10 (ten) days from delivery and any complaints regarding non-visible defects within the shelf life period and no later than 10 (ten) days after discovery by the purchaser at the risk of a lapse of rights.

Compliance

19. Avebe shall ensure that the goods comply with the requirements of European Union law on delivery. Insofar as applicable, purchaser shall assess the compliance of the goods with the legislation and regulations of other jurisdictions on a case-by-case basis.
20. Parties will comply with the latest Corporate Governance Code of Avebe which is available on the website of Avebe: [\[https://www.avebe.com/about-us/downloads/\]](https://www.avebe.com/about-us/downloads/).

Product information and quality

21. The product information provided by Avebe does not constitute any warranty of fitness for any particular use or purpose by the purchaser.
22. Avebe shall replace the goods if it is of the reasonable opinion that they do not comply with the purchase order specifications or can be deemed defective in any other way.

Limitation of liability

23. The total aggregate liability of Avebe for all claims under the agreement, any applicable general terms and conditions, or on any other grounds, including but not limited to attributable shortcomings, and also expressly including any shortcomings in the fulfilment of a warranty obligation agreed with the other Party, and tort, is limited to a maximum of the net sale price of the goods concerned. Avebe is under no circumstances liable for any indirect, consequential, incidental or punitive damages, such as but not limited to, loss of turnover, profit, loss of production, cover purchases, production standstill, damage to other goods or otherwise, fines, increases of operational costs, loss of customers, damage as a result of claims from the buyer's customers, reduced goodwill, etc., however caused, regardless of the grounds of the liability, and regardless of whether the damage was in any way foreseeable.
24. The purchaser shall indemnify and hold Avebe harmless from third-party claims, including but not limited to any breaches of laws and/or patents of third parties based on any use the purchaser makes of the goods.

Termination

25. Avebe is entitled to terminate the agreement with immediate effect, without being liable to pay any compensation, if:
 - a. The purchaser is in default; and/or
 - b. The purchaser is declared bankrupt, applies for a suspension of payment, is liquidated, or proves to be insolvent in any other way; and/or
 - c. There are material cost-price increases or other circumstances that may have a significant adverse impact on Avebe's financial position in the opinion of Avebe.
26. Avebe is entitled to terminate the contract with 30 (thirty) days' notice, without being bound by any compensation.
27. The right to full or partial dissolution by the purchaser is excluded expressly.



Intellectual property and confidentiality

28. The purchaser shall maintain strict confidentiality in respect of Avebe Confidential Information, including but not limited to recipes, product information, product properties, know-how, technical instructions, proposals, formulations, forecasts, financial data, methods of operation, software, prototypes, design documents, that is made available by Avebe under the agreement in any form or in any way, including observation (“Confidential Information”), and shall not disclose the Agreement and anything associated therewith to third parties.
29. The purchaser shall not use Confidential Information for any purpose other than the execution of this Agreement (“Authorized Purpose”).
30. All the information and materials, including Confidential Information, disclosed under this agreement shall remain the property of the disclosing party or its third-party suppliers where applicable.
31. The purchaser shall impose a similar obligation on its employees, consultants and other third parties retained by it.
32. All rights to information, data or other results that are obtained on carrying out or during the Authorized Purpose accrue to Avebe and/or are transferred by the purchaser to Avebe. Herewith, Avebe accepts such a transfer.
33. The articles of this paragraph also apply to information regarding products Avebe has developed in cooperation with or on the instruction of the purchaser.
34. The purchaser is liable for any damage resulting from a breach of the articles in this paragraph.
35. The privacy policy of Avebe [<https://www.avebe.com/privacy-policy>] applies to the agreement, all quotations, offers, purchase orders and order confirmations.

Force majeure

36. In the event of force majeure, as referred to in this article, the affected party will use its reasonable efforts to mitigate the effect of the force majeure. The party that is affected by the force majeure event is not liable for non-compliance with its obligations as a result of the relevant force-majeure situation and affected party is entitled to terminate the agreement with immediate effect. A force majeure event is means unforeseen circumstances that prevent the affected party from fulfilling its obligations under this agreement. A force majeure event includes, but is not limited to, trade embargoes, consumption or other restrictions imposed by the government, strikes, civil unrest, war, terrorism, natural disasters, extreme weather conditions, plant diseases and plagues, pandemics and epidemics, withdrawal or non-extension of the required permits, certificates or licences. To avoid or restrict force majeure, affected party is not bound to take any measures with alternative suppliers or service providers that it does not consider to be in its interests.

Applicable law, disputes and competent court

37. This agreement is governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded expressly.
38. All disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be submitted to the competent district court Noord Nederland. In addition, Avebe has the right to choose that the dispute shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam. The proceedings shall be conducted in the English language.