

**Article 1 General**

1. These general terms and conditions shall apply to all offers, quotations, agreements and services between IB-Solutions B.V. (KvK 68334843, also acting under the name Food Processing Urk) and IB-Trade B.V. (KvK 59698985) established in Urk, the Netherlands, all also acting under the name IB Food-Machines, hereinafter referred to as "**Food-Machines**", and a Principal (including any follow-up order, amended or supplementary order), insofar as these terms and conditions have not been expressly deviated from by the parties in writing.
2. Principal is any natural or legal person who purchases goods or services from Food-Machines, or with whom Food-Machines is negotiating an agreement.
3. These general terms and conditions also apply to agreements with Food-Machines, for the execution of which third parties are engaged by Food-Machines.
4. The applicability of any general terms and conditions of Principal is expressly rejected.
5. If one or more provisions of these general terms and conditions should at any time be wholly or partially void or nullified, the other provisions of these general terms and conditions shall remain fully applicable. Food-Machines and Principal shall at such time consult with one another to agree on new provisions to replace the void or nullified provisions, taking into account as much as possible the purpose and meaning of the original provisions.

**Article 2 Quotations and offers**

1. All quotations and offers of Food-Machines are without obligation, unless the quotation or offer sets a deadline for acceptance.
2. The prices quoted are always exclusive of VAT and other taxes levied by the government, and exclusive of packaging, transport, insurance and installation costs, unless expressly stated otherwise.
3. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, Food-Machines shall not be bound by it.

**Article 3 Sizes, weights, illustrations, technical specifications**

1. Food-Machines is permitted to deviate from provided sizes, weights, (technical) specifications and the like, insofar as such deviation is of minor importance.
2. Illustrations, measurements, weights, and (technical) specifications included on the website, in price lists and in brochures are not binding.
3. Drawings, diagrams and illustrations provided by Food-Machines are for clarification purposes only.

**Article 4 Contract duration, performance period, performance, amendment of contract, price increase**

1. The agreement between Food-Machines and Principal is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. Delivery deadlines can only be approximate. If a deadline has been agreed or given for the delivery of certain goods, this is never a fatal deadline. If a term is exceeded, the Principal must first give Food-Machines written notice of default. Food-Machines should be offered a reasonable period to still perform the agreement.
3. Food-Machines is entitled to deliver an order as a whole or in parts.
4. Food-Machines has the right to have certain work performed by third parties. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
5. Food-Machines is entitled to execute the agreement in several phases, and to invoice the part thus executed separately.
6. If the agreement is executed in phases, Food-Machines may suspend the execution of those parts belonging to a subsequent phase until the Principal has approved in writing the results of the preceding phase.
7. The Principal shall ensure that all information which Food-Machines indicates to be necessary, or which the Principal should reasonably understand to be necessary for the execution

of the lease agreement, is provided to Food-Machines in good time. If the information required for the execution of the agreement is not provided to Food-Machines in good time, Food-Machines has the right to suspend the execution of the agreement and/or to charge the Principal for the additional costs resulting from the delay according to the then customary rates. The execution period shall not begin until the Principal has made the information available to Food-Machines.

8. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement it, the parties will timely and in mutual consultation amend the agreement in writing. This may also increase or decrease the originally agreed amount. Food-Machines will give as much as possible a price quotation in advance. A modification of the agreement may also change the originally specified period of execution. The Principal accepts the aforementioned possibility of amending the agreement, including the change in price and term of execution.
9. If the agreement is amended, including a supplement, Food-Machines has the right to execute the agreement only after the Principal has agreed in writing to the price and other conditions specified for the execution, including the time of execution. Not or not immediately carrying out the amended agreement does not constitute a failure by Food-Machines and is no ground for the Principal to terminate or cancel the agreement.
10. If the Principal should default in the proper fulfilment of what he is obliged to do towards Food-Machines, the Principal shall be liable for all damages on the part of Food-Machines caused directly or indirectly as a result.
11. Food-Machines has the right to increase the agreed price if one or more of the following circumstances occurs after the conclusion of the agreement: exchange rate increases, price increases at suppliers, increase of shipping or transport costs, introduction of new and/or increase of existing taxes levied by the government, import and export duties or other levies and/or taxes at home and abroad, or, in general, such circumstances that are comparable to the above. If such a circumstance occurs, Food-Machines shall be entitled to increase the agreed price in proportion to the said increase.

**Article 5 Passing of risk, delivery, delivery period**

1. The risk of the items to be delivered by Food-Machines is transferred to the Principal at the time of delivery, i.e. receipt of the items at the address specified by the Principal.
2. The carrier's report shall serve as full proof of delivery to the Principal.
3. In case of refusal of delivery by the Principal, all related costs (including return freight and storage costs) shall be borne by the Principal.
4. The costs of transport and of insurance during transport shall, unless expressly agreed otherwise, be borne by the Principal.
5. The Principal is obliged to take out all necessary, usual and/or desirable insurances relating to the goods (to be) delivered, in any case from the moment of delivery as referred to in Article 5.1.

**Article 6 Installation, training, testing**

1. The Principal installs the items delivered by Food-Machines at its own expense and risk.
2. The Principal is responsible for the training and instruction of its employees.
3. Goods delivered by Food-Machines as part of a test period shall be the sole responsibility of the Principal during that test period.
4. After completion of the test period, the Principal shall ensure that the items concerned are returned at his expense to Food-Machines in good and clean condition.

**Article 7 Suspension, dissolution and early termination of the agreement**

1. Food-Machines is authorized to suspend the fulfillment of the obligations or to immediately dissolve the agreement with immediate effect, if the Principal does not, not fully, or not timely fulfill the obligations under the agreement, or, if due to a delay on the part of the Principal, it can no longer be required of Food-Machines to fulfill the agreement against the originally agreed conditions.

2. Furthermore, Food-Machines is authorized to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible, or if circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be required from Food-Machines.
3. If the agreement is dissolved, the claims of Food-Machines against the Principal shall be immediately due and payable. If Food-Machines suspends the fulfilment of its obligations, it shall retain its claims under the law and the agreement.
4. If Food-Machines proceeds to suspension or dissolution, it shall in no way be obliged to compensate for damages and costs incurred as a result.
5. In case of liquidation, of (application for) suspension of payments or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Principal, or of debt restructuring, Food-Machines is free to terminate the agreement immediately and with immediate effect, without any obligation on its part to pay damages or compensation. The claims of Food-Machines against the Principal shall in that case be immediately due and payable.
6. If the Principal cancels an order in full or in part, the work carried out and the items ordered or prepared for it, plus any supply and delivery costs thereof, and the working time reserved for the execution of the agreement, will be charged in full to the Principal.

#### **Article 8 Force majeure**

1. Food-Machines is not obliged to fulfil any obligation towards the Principal if it is hindered to do so as a result of a circumstance that is not due to fault, and is neither by virtue of the law, a legal act or generally accepted views for its account.
2. In these general terms and conditions and in addition to what is understood in the law and case law, force majeure is defined as all external causes, foreseen or unforeseen, on which Food-Machines cannot exert any influence, but which prevent Food-Machines from fulfilling its obligations. This includes strikes inside the company of Food-Machines or third parties.
3. Food-Machines may suspend the obligations under the agreement during the period of force majeure. If this period lasts longer than three months, each of the parties shall be entitled to dissolve the agreement immediately and with immediate effect, without any obligation to pay damages to the other party.
4. Insofar as Food-Machines has partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure, Food-Machines has the right to separately invoice the part already fulfilled. The Principal is obliged to pay this invoice as if it were a separate agreement.

#### **Article 9 Payment and collection costs**

1. Payment must always be made within 14 days of the invoice date, in a manner as indicated by Food-Machines. Food-Machines is always entitled to invoice periodically or by (partial) advance payment.
2. If the Principal fails to pay an invoice on time, the Principal shall be in default by operation of law. In that case, the Principal shall owe interest of 10% per year, unless the statutory interest is higher, in which case the statutory interest will be due. The interest on the amount due will be calculated from the moment the Principal is in default until the moment of payment of the amount due in full.
3. Food-Machines has the right to set off payments made by Principal first against costs, then against accrued interest, and finally against principal amount and ongoing interest.
4. The Principal shall not be entitled to offset the amount owed by him to Food-Machines.
5. If the Principal is in default in the (timely) fulfilment of its obligations, all reasonable costs for obtaining extrajudicial satisfaction shall be borne by Principal. The default of Principal who is a natural person not acting in the course of a profession or business (private Person) shall take effect after he has been served with a reminder to pay within fourteen days from the day of the reminder, and payment is not made. The reminder shall also specify the consequences of non-payment. The extrajudicial costs will be calculated on the basis of what is customary in The Netherlands. If Food-Machines has incurred higher costs for

collection that were reasonably necessary, and the Lessee is a private Person, the actual costs incurred are eligible for reimbursement. Any court costs and execution costs incurred will also be recovered from the Principal. Principal shall also owe interest on the collection costs due.

#### **Article 10 Security, retention of title (eigendomsvoorbehoud)**

1. Food-Machines has the right, before delivering, proceeding with the delivery, or (otherwise) starting the execution of the agreement, to stipulate sufficient security for the punctual fulfilment of the payment obligations of Principal.
2. If Principal fails to provide the requested security, Food-Machines has the right to dissolve the agreement, without prejudice to its right to compensation for any damage suffered by it, and without any obligation to compensate the Principal for any damage.
3. All goods delivered and to be delivered by, on behalf of, or for the account or risk of Food-Machines under any agreement whatsoever, are and shall remain the property of Food-Machines (*eigendomsvoorbehoud*) until all claims relating to the goods delivered or to be delivered by Food-Machines by virtue of an agreement, and work carried out or to be carried out on behalf of the Principal by virtue of such agreement, as well as claims due to failure to fulfil such agreements, including claims relating to fines, interest and costs, have been paid by the Principal.
4. As long as the Principal is not in default with regard to the fulfilment of any agreement with Food-Machines, it has the right to use the delivered goods as is customary in its business. When the right of property of Food-Machines is nullified by conversion, mixing, accession or in any other way, the Principal shall transfer the (joint) ownership of the new item thus created to Food-Machines in proportion to the invoice value. The Principal shall act from then on free of charge as holder and custodian of the item in question of which Food-Machines has the (co-)ownership.
5. If the Principal is in default, Food-Machines is authorized to immediately claim the items delivered under retention of title (*eigendomsvoorbehoud*) from anyone holding them.
6. The Principal is obliged to keep the items delivered by Food-Machines under retention of title (*eigendomsvoorbehoud*) with due care and as recognizable owned property of Food-Machines, to maintain the identifying features and packaging materials of the items unchanged, and to adequately insure the items against fire, explosion and water damage, machine breakage (business interruption) and theft.

#### **Article 11 Guarantees, investigations and complaints, limitation period**

1. The items to be delivered by Food-Machines meet the usual requirements and standards that can reasonably be set at the moment of delivery and for which they are intended in case of normal use in The Netherlands. In case of use outside the Netherlands, the Principal should verify itself whether the use is suitable for use outside The Netherlands and whether the items to be delivered meet the conditions set there. Food-Machines may in that case set other (guarantee) conditions with regard to the goods to be delivered or activities to be performed.
2. The guarantee mentioned in paragraph 1 of this article is valid for a period of 12 months after delivery, unless the nature of the delivered items dictates otherwise or the parties have agreed otherwise. If the guarantee provided by Food-Machines concerns items produced by a third party, the guarantee is limited to the guarantee provided by the producer of the items. The aforementioned guarantee always excludes normal wear and tear and defects caused by the normal use of the items.
3. When the Principal purchases used items (second hand) from Food-Machines, no guarantees are provided by Food-Machines.
4. Any form of guarantee shall lapse if a defect has arisen as a result of or is arising from injudicious or improper use thereof, improper storage or maintenance thereof by the Principal and/or third parties, when the Principal or third parties have made changes or tried to make changes to the item, or if it has been processed or treated in a manner other than prescribed.
5. The Principal shall be obliged to examine the delivered goods at the moment the goods are made available or the work in question

has been carried out respectively. The Principal must examine whether the quality and/or quantity of the items delivered corresponds with what has been agreed.

6. Any defects must be reported in writing to Food-Machines immediately, and in any case at the latest within two working days after their discovery. If a defect is reported later, the Principal is no longer entitled to repair, replacement or compensation.
7. The report must contain as detailed as possible a description of the defect, so that Food-Machines is able to respond adequately. The Principal must give Food-Machines the opportunity to investigate a complaint (or have it investigated).
8. The performance of Food-Machines shall in any case be deemed sound if the Principal has put the delivered goods, or a part of the delivered goods, into use, has treated or processed them, has delivered them to third parties, unless the Principal has observed the provisions of the fifth and sixth paragraphs of this article.
9. If the Principal complains in time, this does not suspend its payment obligations. In that case, the Principal will also remain obliged to take delivery of and pay for the other items ordered and what it has ordered Food-Machines to do.
10. If it is established that a product is defective and a complaint has been made in time, Food-Machines will within a reasonable period of time, replace the defective product and/or service with a new product and/or service, or take care of the repair thereof, or pay compensation to the Principal. The fulfilment of the agreement shall then be deemed to be fully sound and the agreement cannot be dissolved by the Principal in that case.
11. In case of replacement, the Principal is obliged to return the replaced item to Food-Machines and transfer ownership of it to Food-Machines.
12. If it is established that a complaint is unfounded, the costs incurred as a result, including the research costs on the part of Food-Machines, shall be borne entirely by the Principal.
13. After expiry of the guarantee period, all costs for repair or replacement, including administration, shipping and travel costs, will be charged to the Principal.
14. Notwithstanding the legal limitation periods, the limitation period of all claims and defenses against Food-Machines and third parties involved by Food-Machines in the execution of an agreement, is one year.

#### **Article 12 Liability**

1. Food-Machines shall not be liable for damages of any nature whatsoever caused by Food-Machines having relied on incorrect and/or incomplete information provided by or on behalf of the Principal.
2. Should Food-Machines be liable for damages, Food-Machines' liability shall be limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.

3. The liability of Food-Machines is in any case always limited to the amount paid out by its insurer.
4. Food-Machines shall only be liable for direct damages.
5. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Food-Machines.

#### **Article 13 Indemnification**

1. Principal indemnifies Food-Machines against any claims by third parties who suffer damage in connection with the execution of the lease agreement, the cause of which can be attributed to others than Food-Machines. If Food-Machines should be held liable by third parties for this reason, Principal is obliged to assist Food-Machines both extra-judicially and judicially and to immediately do everything that can be expected of him in such a case.

#### **Article 14 Intellectual property**

1. Food-Machines has the right to use all materials developed by it and the knowledge gained on its side by the execution of the agreement, also for other purposes, as long as no strictly confidential information of the Principal is brought to the knowledge of third parties.
2. All intellectual property rights arising from the agreement, including copyright and design rights, shall belong to Food-Machines, unless otherwise agreed in writing by the parties.
3. Unless what has been delivered does not lend itself to it, Food-Machines is at all times entitled to mention or remove (or have mentioned) its name on or near the items.
4. The Principal must respect the intellectual property rights of third parties and indemnifies Food-Machines in this respect for any claims of third parties. Investigation into the existence of such rights does not form part of any agreement that Food-Machines concludes with its Counterparty.

#### **Article 15 Applicable law and disputes**

1. All legal relationships to which Food-Machines is a party shall be exclusively governed by the laws of The Netherlands, even if an obligation is fully or partially carried out abroad, or if the party involved in the legal relationship is domiciled abroad.
2. The court in the place of establishment of Food-Machines is exclusively competent to settle disputes, unless statutory law dictates otherwise.
3. The Vienna Sales Convention (CISG) of 11 April 1980 (Trb. 1986,61) shall not apply and is hereby expressly excluded.

#### **Article 16 Version of general terms and conditions**

1. Applicable is always the version of the general terms and conditions as applicable at the time the legal relationship with Food-Machines was established.
2. The Dutch text of the general terms and conditions shall always be decisive for their interpretation.