

GENERAL TERMS AND CONDITIONS OF DELIVERY OF FRANKORT & KONING B.V.

Article 1 Definitions

In these general terms and conditions the following terms have the following meanings, provided that the terms are capitalized:

Agreement	Any agreement between the Seller and the Buyer in respect of the sale and delivery of Products;
Buyer	Any natural person acting in the operation of his/her business or any legal entity with whom the Seller has concluded an Agreement or wishes to do so;
General terms and conditions	These general terms and conditions of delivery;
Offer	An offer made by the Seller in writing;
Order	Any and all orders given to the Seller in writing pertaining to the purchase and delivery of Products and/or the provision of services;
Parties	Seller and Buyer jointly;
Products	The products which are delivered by the Seller to the Buyer on the basis of the Agreement;
Seller	FRANKORT & KONING B.V. (Chamber of Commerce: 120 22596), the user of the general terms and conditions, as well as the legal entities and companies in which it holds, directly or indirectly, at least 50% of the equity interest or in which it otherwise has the majority of controlling interest.

Article 2 General provisions

- 2.1 These General Terms and Provisions will apply to any and all legal relationships in which the Seller acts as (potential) supplier of Products of the Buyer, including any and all offers made, quotations, order confirmations, deliveries and to any and all Agreements entered into by the Seller, unless the applicability of the General Terms and Conditions are expressly varied in writing.
- 2.2 If the Agreement includes definitions and/or provisions deviating from the General Terms and Conditions, the provision in the Agreement will prevail. In the event of conflict between, or a lack of clarity about, translations of the text of these General Terms and Conditions, the text of the General Terms and Conditions drawn up in the Dutch language will always prevail.
- 2.3 In the event that it is not possible to rely on a provision in these General Terms and Conditions, for whatever reason, the meaning attached to this provision will in terms of content and purport be identical as far as possible, and in such a way that the provision can be relied on.

- 2.4 Seller reserves the right to amend these General Terms and Conditions during the term of the Agreement. The most recent version of the general terms and conditions will automatically apply to any Agreement as soon as this Agreement has been made known by the Seller to the Buyer.
- 2.5 If one or more than one provisions in these General Terms and Conditions are null and void or were to be nullified, or if the Parties are not able to rely thereon, the Seller is entitled to replace that provision or those provisions by a valid and enforceable provision, whereby the purpose and purport of the original provision will be observed in as much as possible. In that case the other provisions will remain in full force.
- 2.6 Deviations from and additions to the Agreement, the Order and the General Terms and Conditions will only be valid if agreed upon in writing.

Offer and conclusion of an Agreement

- 3.1 Any and all offers, in whatever form, do not have a binding effect on the Seller and will only be considered as an invitation to place an Order. All Offers are subject to confirmation and can be withdrawn by the Seller at any time, also after acceptance by the Buyer, unless stated otherwise in the Offer.
- 3.2 All information and/or specifications provided with an Offer pertaining to quantities, measures, weights, content and the like are always approximate and will only have a binding effect on the Seller if this is conformed by the Buyer in writing. Deviations in the confirmation of the Order up to 10% with respect to the Offer will be automatically allowed.
- 3.3 An Agreement will come into effect at the time that the Seller confirms the Order to the Buyer in writing with the relevant specifications or, in the absence thereof, as soon as the Seller has made a start with the performance of the Agreement.
- 3.4 In the event of assignments and/or changes in the performance thereof made orally or by telephone, the Buyer will carry the risk relating to this performance whether or not (correctly) executed. The time limits set out in Article 8 hereinafter will apply in full.
- 3.5 Any additional agreements or changes made at a later date, as well as (oral) agreements and/or commitments made by employees of the Seller, agents, representatives or other intermediaries will only have a binding effect on the Seller if these are confirmed in writing by a person employed by the Seller and who is authorized to do so. The costs of additions and/or changes to the Agreement will be borne by the Buyer.

Article 4 Prices

- 4.1 Unless otherwise agreed, any and all prices are in Euro and exclusive of Dutch VAT (*BTW*), other government levies, other costs such as cost of transport, shipping, freight, packaging, customs fees and clearance charges and all other levies in connection with the delivery as well as the costs with regard to taking out insurances for Products will be borne by the Buyer.

- 4.2 The agreed prices are based on cost-determining factors at the time of the Offer. If between the date of the conclusion of the Agreement and the performance thereof (cost)price increasing circumstances arise for the Seller as a result of laws and regulations, exchange rate fluctuations or price changes on the part third parties or suppliers and suchlike engaged by the Seller, the Seller is entitled to increase the agreed price accordingly and to charge the Buyer with this price increase.

Article 5 Payment

- 5.1 Invoicing will be done in the manner and in the currency to the party as specified in the invoice. Payment shall be made within 14 days of the date of invoice, unless otherwise agreed in writing, in the absence of which the Buyer will be in default by operation of law pursuant to Article 6:83(a) of the Dutch Civil Code without any notice of default being required.
- 5.2 Objections raised by the Buyer to the correctness of the invoice shall be reported to the Seller in writing and supported by reasons within 8 (eight) days at the latest. After expiry of this term (the correctness of) the invoice will be considered to be accepted by the Buyer. Any objections to (the correctness of) the invoice do not suspend the obligation to pay.
- 5.3 The Seller is at all times entitled – also after it has performed an Agreement wholly or in part – to desire a full or partial advance payment of the agreed sum. In addition, should the Seller so require and at the Seller's opinion, the Buyer will be obliged to provide sufficient payment security for the compliance of its (further) payment obligations. If the Buyer fails to comply with this within the time-limit set by the Seller, the Buyer will immediately fall into default. As long as the claimed advance payment has not been made or the claimed security has not been provided, the Seller will not be obliged to execute the Agreement (further).
- 5.4 If the Buyer is in default or fails in the performance of its obligations in a timely fashion, the Seller will be entitled to suspend its obligations arising from the Agreement or to terminate the Agreement wholly or in part. In addition, the Buyer will be payable the applicable statutory commercial interest for the period in which the Buyer is in default and any and all reasonable costs incurred to obtain payment will be borne by the Buyer. The extrajudicial collection costs incurred by the Seller as a result of the failure on the part of the Buyer to comply with its payment obligations will be at the Buyer's expense, with a minimum amount of € 350.00.
- 5.5. In case of dissolution of the Buyer or if it ceases to exist due to a merger or otherwise, (a petition for) bankruptcy or (a provisional) moratorium, a change of control of the Buyer, or if attachment is or will be levied on the Products or claims of the Buyer, the claims of the Seller against the Buyer will be immediately due and payable.
- 5.6 Payments of the Buyer made to the Seller will always be considered as being for the purpose to pay the interest due and/or costs, (extra) judicial costs and damage or loss sustained, if any, caused by the Buyer and subsequently to pay the oldest outstanding invoice.
- 5.7 The Buyer is not allowed to suspend its payment obligations or to set off the claims, which the Buyer asserts to have against the Seller, against claims which the Seller has against the Buyer.
- 5.8 Each company in which the Seller holds, directly or indirectly, at least 50% of the equity interest, or in which it otherwise has the majority of controlling interest, is entitled to set off a due and payable claim against the Buyer against the due and payable claim of a Buyer against the Seller or a company forming part thereof. A setoff will be made by way of a statement of the creditor in question to the Buyer. The Seller is entitled to agree to this possibility as referred to in this paragraph to a setoff on behalf of the company concerned.

Article 6 Delivery

- 6.1 Unless otherwise agreed on in writing, Products will be considered as delivered to the Buyer in a legal sense as from the time that these are available for shipment or transport and if the Buyer has been notified thereof in writing (Ex-Works, Incoterms 2020).
- 6.2 In the event that Parties have agreed that the Products will be considered as delivered to Buyer in a legal sense as from the time that the Seller delivers the Products to the carrier or to another person designated by the Buyer (Free Carrier, Incoterms 2020), the agreed place will be considered as agreed location. If the Buyer has specified another place of delivery, the Buyer ought to arrange for a full and correct agreed place of delivery and ensure that the Products can actually be unloaded at that location.
- 6.3 In the event that the Parties have agreed that the Products will be considered as delivered to Buyer in a legal sense as from the time that these are available at the agreed location of delivery and the Buyer has been notified thereof in writing (Delivery Duty Paid, Incoterms 2020), the Buyer shall ensure that the specified delivery address is complete and correct, and that the Products can be actually delivered at that address.
- 6.4 If it turns out that delivery (unloading) of the Products is not possible, at the Seller's option and discretion, and at the Buyer's risk and expense, the Products in question may be:
- a) delivered at a location, which is in the opinion of the Seller and/or its carrier the most convenient location at or in the immediate vicinity of the agreed delivery address; or
 - b) taken back and be delivered at a later date and time; or
 - c) stored elsewhere and delivered at a later date and time.
- 6.5 To comply with customs and other formalities, which have to be performed for the delivery of the Products, the Buyer is obliged to make the necessary documents available to the Seller and to provide the Seller with all the required information and to render the necessary cooperation.
- 6.6 If it has been agreed that the Seller stores the Products in a designated warehouse until the Products are actually collected, this will be done at the Buyer's risk and expense. The Products will be deemed to be delivered in accordance with Article 6.1 of these General Terms and Conditions. The Buyer is obliged to pay the costs involved in warehousing, cold storing, insurances and shipping costs, if any, to the Seller for the storage during this period.
- 6.7 The Buyer is entitled to deliver the Products in consignments. However, the Seller is entitled to invoice the delivery in full or to invoice partial deliveries separately.
- Transport*
- 6.8 Transport of the Products will be done at the Buyer's risk and expense, unless otherwise agreed in writing. The Buyer is obliged to take delivery of the Products within 24 hours after the message has been sent to the Buyer that the Products are available for delivery, or at the time that the Seller delivers the Products to the Buyer or has arranged for the Products to be delivered to the Buyer, or are made available in another agreed manner.
- 6.9 If and in so far the Seller assumes responsibility for the transport, storage, shipping, packing or suchlike of the Products which are the subject of the Agreement, the manner thereof will be determined by the Seller if no further instructions have been provided by the Buyer to the Seller. In so far the Seller incurs costs for the purposes of the transport in connection with the unloading at the place of delivery, these costs will be borne by the Buyer, unless otherwise agreed.

- 6.10 Specific requirements, if any, on the part of the Buyer concerning the transport, the shipment and/or storage and any insurances taken out for the Products, will only be carried out if this has been agreed by the Parties in writing and if the Buyer has also certified to bear the costs thereof.

Delivery periods

- 6.11 The delivery periods specified by the Seller in its confirmation are approximate only and must therefore not be considered as strict deadlines, unless the Parties have expressly otherwise agreed in writing. If there is a delay, for whatever reason, the delivery time will be extended by the duration of that delay. Exceeding the delivery time does not entitle the Buyer to claim compensation, to suspension of its obligations or to terminate the Agreement.
- 6.12 If the Seller requires data from the Buyer in the context of the performance of the Agreement, the delivery time will commence after the Buyer has made these data available to the Seller.
- 6.13 If the Buyer fails to take delivery of the Products within the delivery period specified in Article 6.8 hereinabove or fails to provide the information referred to in 6.5 hereinabove, the Seller will be entitled, at its discretion, to store the Products at the Buyer's risk and expense and/or to sell to a third party and/or to destroy the Products. The damage and/or loss sustained by the Seller in case of storage, resale or destruction will be borne by the Buyer.

Article 7 Retention of title

- 7.1 Any and all Products delivered and still to be delivered will remain the exclusive property of the Seller, until all the claims which the Seller has or will obtain against the Buyer, including in any case the claims referred to in Article 3:92(2) of the Dutch Civil Code, have been paid in full.
- 7.2 As long as the ownership of the Products has not been transferred to the Buyer, the Buyer is not allowed to pledge the Products or grant any other right thereto to third parties, with the exception of circumstances within the ordinary course of the Buyer's business. Should the Seller so demand, the Buyer undertakes to cooperate

in establishing a right of pledge in the claims which the Buyer acquires or may acquire from its Buyers arising from the onward supply of goods.

- 7.3 The Buyer is obliged to keep the Products which have been delivered subject to retention of title with due care and identifiable as the Seller's property.
- 7.4 The Seller is entitled to re-posses the Products which have been delivered under retention of title and which are still available at the Buyer if the Buyer fails to meet its payment obligations or has (imminent) payment difficulties. The Buyer will at all times grant the Seller free access to its premises and/or buildings for the purpose of inspecting the Products and/or for the purpose of exercising the Seller's rights.
- 7.5 The foregoing provisions included under 7.1 through 7.4 hereinabove do not affect the other rights to which the Seller is entitled.

Retention of title in Germany and Belgium

- 7.6 With respect to a Buyer domiciled in Germany the retention of title included in Articles 7.7 through 7.13 hereinafter will apply instead of Articles 7.1 through 7.5 hereinabove. With respect to a Buyer domiciled in Belgium the retention of title included in Article 7.14 hereinafter will apply.
- 7.7 Das Eigentum an der gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die Verkäufer aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen der Käufer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss des eigenen Eigentums für Verkäufer her und verwahrt sie für Verkäufer. Hieraus erwachsen ihm keine Ansprüche gegen Verkäufer.
- 7.8 Vorbehaltsware mit Waren anderen Verkäufern, deren Eigentumsrechte sich ebenfalls an der neuen Sache vorsetzen, erwerbt Verkäufer zusammen mit diesen Verkäufern – unter Ausschluss eines Miteigentumserwerbs des Käufers – Miteigentum an der neuen Sache, wobei Verkäufer Miteigentumsanteil dem Verhältnis des Rechnungswertes Verkäufers Vorbehaltsware zu dem Gesamtrechnungswert aller mitarbeiteten Vorbehaltswaren.
- 7.9 Der Käufer tritt jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen der Verkäufer mit sämtliche Nebenrechten im Umfang der Eigentumsanteil der Verkäufer zur Sicherung an uns ab.
- 7.10 Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung dem Verkäufer für die mitverarbeitet Vorbehaltsware schon jetzt an uns abgetreten. Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung an Verkäufer ordnungsgemäss nachkommt, darf er über die in der Eigentum der Verkäufer stehende Ware im ordentlichen Geschäftsgang verfügen und die an Verkäufer abgetretenen Forderungen selbst einziehen.
- 7.11 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers ist Verkäufer berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
- 7.12 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

- 7.13 Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.
- 7.14 As regards a Buyer domiciled in Belgium it applies that in case of non-payment on the due date, the sale by the Seller may be considered as null and void by operation of law and without demand for payment. The goods remain the property of the Seller until payment in full of the price has been made. Any and all risks in that connection will be charged to the Buyer.
- 7.15 German law applies to the retention of title applicable between the Seller and the Buyer as laid down in Articles 7.7 through 7.13 of these General Terms and Conditions, Article 7.14 is governed by Belgian law, all this without prejudice to the provisions of the other articles from these Terms and Conditions.

Article 8 Inspection, complaints

- 8.1 The Buyer is obliged to inspect or cause to inspect the delivered products at the time of delivery, but in any case within 24 (twenty-four) hours. In that context the Buyer ought to check that the products which the Buyer has ordered have actually been delivered, whether the correct quantities have been delivered and whether the delivered Products (including the packaging) are undamaged.
- 8.2 Any shortages in quality or quantity are to be reported to the Seller in writing and supported by reasons within 24 (twenty-four) hours after delivery. The complaint must show as detailed a description as possible of the shortages and must state the invoice number in question, so that the Seller is able to respond in an adequate manner. Should the Seller so demand the Buyer shall enable the Seller to inspect the products sold as far as the correctness of the complaint is concerned. After expiry of the time limit for lodging a complaint as referred to in this paragraph, complaints relating to the quality and quantity will no longer be accepted and handled by the Seller.
- 8.3 Slight deviations in respect of specified numbers are not considered as a shortcoming. A deviation in the quality, colour, weight and size of 0-5% will at all times be tolerated by the Buyer, as well as a deviation of 3% of the total delivered quantity for the perishable nature of the Products.
- 8.4 If a sample has been shown to the Buyer, then this sample is considered to be shown as an indication, and the Product did not need to conform to the sample.
- 8.5 It is at the Seller's sole discretion, whereby the Seller will behave as a right acting supplier, whether the defect is reported on good grounds. If in the Seller's opinion the complaint is well-founded, the Seller shall, at its discretion, arrange for replacement of the Products in question free of charge after return of the defective Products in question, or for repayment of or a reduction on the agreed price. These

are the only rights to which the Buyer (under the specified conditions) is entitled in case of violation of the warranty obligations.

- 8.6 If, pursuant to Article 8.2 hereinabove, complaints are not submitted in good time, the Buyer will remain under the obligation to take delivery and to pay the Products. If the Buyer returns Products to the Seller without the Seller's written consent, the Seller will not be obliged to credit these Products to the Buyer. In that case these Products will be at the disposal of the Seller.
- 8.7 Due to the perishable nature of the Products, the Seller may, but is not obliged to do so, give written instructions to the Buyer regarding the storage and display of the Products. In that case the Buyer undertakes to comply with these instructions and also to give the same instructions to its customers, unless those (last-mentioned) customers are consumers. If the Buyer fails to do so, then all its rights and claims on account of (alleged) defects of or to the Products will lapse with respect to the Seller.

Article 9 Product safety and recalls

- 9.1 Both the Buyer and the Seller will keep such accounts that, as far as the Products are concerned, they are able to meet their statutory obligations concerning 'tracking and tracing'. In addition, the Buyer warrants that it complies with any and all other applicable regulations in connection with the trade and sale of food products in general and the Products in particular in the countries concerned.
- 9.2 As soon as a Party becomes aware of a defect or a suspicion of a defect in the Products delivered, as a result of which the Products in question do not or no longer meet the applicable statutory suitability and health regulations, then that Party shall, at its own initiative, inform the other Party immediately and in writing, but no later than 4 hours after this has become known to the Party. That Party shall in any case report (in so far as applicable):
- the type of defect and – in so far as reasonably known – the possible consequences thereof for humans, animals and/or the environment;
 - the production data of the Products in question; and
 - all other information which may be important for compliance with the aforementioned statutory regulations.
- 9.3 If in the Seller's opinion more information is needed for the investigation into possible unsafe Products and/or the measures to be taken, then the Buyer will provide all the relevant information which the Buyer has in its possession or could reasonably have at its disposal.
- 9.4 At the time that one of the Parties deems it necessary to recall one or more Products at its customers and/or consumers or to send a message to the market and/or supervisors within the scope of food safety, then it shall immediately, but in any case within 24 (twenty-four) hours, notify the other Party thereof in writing. The Parties will provide each other with all the necessary cooperation. The Buyer will not proceed to such a recall or warning without prior consultations with the Seller. The Buyer will not disclose information to third parties about such a recall or such communications, unless the Seller has given prior permission in writing to do so.

Article 10 **Liability and indemnification**

- 10.1 Without prejudice to Article 8 of these General Terms and Conditions, irrespective of the legal basis, the Seller will only be liable for direct damage and/or loss sustained by the Buyer if the failure to perform its obligations or to perform these by the stipulated time is attributable to wilful misconduct or gross negligence.
- 10.2 The Seller is never liable for indirect damage and/or loss, including consequential loss, costs incurred, loss of profits, missed assignments and missed (cost-)savings and loss due to business interruption.
- 10.3 The Seller is allowed to engage third parties in the performance of the Agreement and is in turn at all times entitled to rely on limitations of liability, if any, of those third parties with respect to the Seller and to refer these limitations of liability to the Buyer. The Seller is not liable for damage and/or loss caused by the third parties engaged in the performance of the Agreement.
- 10.4 Without prejudice to the other provisions of this article, the liability of the Seller is in all case limited to no more than the amount equal to the invoice amount of the invoice underlying the damage and/or loss.
- 10.5 The foregoing does not affect the liability of the Seller pursuant to mandatory statutory provisions.
- 10.6 The Buyer indemnifies the Seller against any and all claims of third parties, including government bodies, on whatever grounds, unless it constitutes wilful misconduct or gross negligence.

Article 11 **Force Majeure**

- 11.1 The Seller is not obliged to perform any obligation if the Seller is hindered from doing so as a result of a circumstance which is not attributable to wilful misconduct or gross negligence on the part of the Seller, and is not at the Seller's expense either pursuant to the law, a legal act or according to generally accepted standards.
- 11.2 It constitutes force majeure on the part of the Seller if the Seller is prevented from complying with its obligations arising from the Agreement as a result of circumstances arising through no fault or beyond the control of the Seller. This is the case, but is not limited to, in the event of war/danger of war, terrorism and terrorist threat, civil war, riots, revolution, wilful damage, fire, water damage, flooding, pandemic, government measures, import and export barriers, defects to machines, work strikes, sit-down strikes, limited transport possibilities as a result of weather conditions and traffic hold-ups, traffic jams, quota restrictions, plant diseases, suppliers and/or subcontractors of the Seller which fail to comply with their obligations or fail to do so within the stipulated time, and failures in the supply of energy and/or water in the Seller's business. Furthermore, force majeure is taken to mean failures in a (telecommunication) network or connection or used communication systems and work strikes in the Seller's business.
- 11.3 Without prejudice to the other rights of the Seller, the Seller is entitled to dissolve the Agreement in whole or in part without any obligation to pay damages if a proper performance by the Seller is (wholly or in part) temporarily or permanently impossible as a result of a situation of force majeure, or to suspend the (further) execution of the Agreement for the duration of the force majeure situation.

- 11.4 To the extent that the Seller has already fulfilled or will be able to fulfil part of its obligations arising from the Agreement at the time of occurrence of force majeure, and where an independent value can be attributed to the part fulfilled or to be fulfilled, respectively, the Seller determines whether it wishes to make the complete delivery at a later time. The Seller is entitled to separately invoice the part already fulfilled or the part to be fulfilled, respectively. The Buyer is obliged to pay this invoice as if it were a separate agreement.

Article 12 Packaging

- 12.1 If the Seller arranges for sustainable packaging including pallets, crates, boxes and barrels, for which a deposit has been calculated, it will be separately charged on the invoice together with the Products delivered.
- 12.2 Packaging delivered through the Seller will be taken back against the invoiced value minus a fixed return rate and a margin, if any. The Seller will in that connection send a credit invoice to the Buyer unless otherwise agreed in writing. The Buyer is not allowed to set off the deposit against outstanding invoices.
- 12.3 The Buyer shall return the packaging within 21 days after delivery empty, undamaged and clean and fresh to such an extent that it is suitable for fresh, eatable horticultural and market garden products. If the packaging does not meet this requirement in the opinion of the Seller, or if the packaging is in such a poor state, the Seller will not be obliged to pay any compensation to the Buyer.
- 12.4 Where packaging is returned via the Seller's means of transport, the packaging must be sorted and ready for the transport.

Article 13 Suspension and Termination

- 13.1 Without prejudice to the other rights of the Seller, the Seller is entitled, without any notice of default or without any liability for compensation, to terminate the Agreement and/or Order, wholly or in part, or to suspend the (further) performance of the Agreement, if:
- a) the Buyer fails to comply with its obligations arising from the Agreement properly, in full or on time, also if this cannot be attributed to the Buyer;
 - b) after the conclusion of the Agreement, circumstances have been brought to the Seller's attention which give good cause for concern that the Buyer will not, not in full or on time comply with the obligations;
 - c) in the event of liquidation, a moratorium, the Buyer being placed under guardianship or an application to that end;
 - d) the Buyer is dissolved, ceases to exist due to a merger or ceases to exist otherwise.
- 13.2 If the Agreement is dissolved, any and all claims of the Seller against the Buyer will be immediately due and payable. If the Seller suspends the compliance with the obligations, the Seller retains its entitlements arising from the law and the Agreement.

Article 14 Intellectual and Industrial Property

- 14.1 The Buyer explicitly acknowledges that any and all intellectual property rights of texts, pictures/depictions and drawings with or on the Products and/or in catalogues, brochures, price lists, promotional material or other documents which are provided by the Seller are vested and will remain vested in the Seller. At the Seller's option, the Buyer is obliged to return or to destroy these things should the Seller so demand from the Buyer.
- 14.2 Without prejudice to the provisions of the General Terms and Conditions, the Seller retains the rights and powers to which the Seller is entitled pursuant to intellectual or industrial property law.

Article 15 Confidentiality

- 15.1 The Buyer undertakes to maintain strict confidentiality with respect to the existence and content of the Agreement, Order(s) and the formulae of the Products. In addition, the Buyer will maintain absolute secrecy as regards all other knowledge, facts and information relating to the Products and/or the company which has been provided by the Seller to the Buyer, unless it concerns facts and information which the Buyer has to provide to (potential) customers for the customary sale and resale of the Products.

Article 16 Applicable law, competent court

- 16.1 Dutch law applies to these General Terms and Conditions, as well as to any and all Agreements and other legal relationships between the Seller and the Buyer, unless otherwise agreed in writing.
- 16.2 The application of the Vienna Sales Convention (C.I.S.G) and other international regulations is excluded.
- 16.3 The competent court of the Rotterdam District Court, Rotterdam location, has exclusive competence over any disputes that may arise between the Parties, unless this is in contravention of mandatory law.