



GENERAL TERMS AND CONDITIONS OF PURCHASE VACU VIN B.V.

General purchase conditions of Vacu Vin B.V. with its registered office in Delfgauw (hereinafter referred to as: "VV").

1. DEFINITIONS

- 1.1. **Agreement:** an agreement concluded between VV and the Supplier regarding the Delivery of Goods and/or the provision of Services comprising the Order or Orders and these General Terms and Conditions.
- 1.2. **VV:** Vacu Vin B.V.
- 1.3. **Supplier:** the party that concludes Agreements with VV or is contracted by VV for the purposes of the Delivery of Goods and/or the provision of Services.
- 1.4. **Delivery:** the making available of one or more Goods to VV by bringing these Goods under VV's control in accordance with the Agreement.
- 1.5. **Delivery Date:** has the meaning ascribed to it in clause 6.1 of these General Terms and Conditions.
- 1.6. **DCC:** the Dutch Civil Code.
- 1.7. **Force Majeure:** means any circumstance taking place independent of the Supplier's or VV's control, which prevents the performance of (part of) the Agreement. For the purposes of the Agreement, Force Majeure does in any event not include strikes by or illness of employees, failures of suppliers or other third parties engaged by the Supplier (whether or not as a consequence of Covid-19), shortage of (raw) materials, traffic obstructions, accidents involving a means of transportation used by Supplier or VV or a third party engaged by it, technical defects in these means of transportation, a lack of required permits or exemptions, and theft.
- 1.8. **General Terms and Conditions:** these general terms and conditions of purchase and as amended from time to time.
- 1.9. **Goods:** all tangible objects supplied or to be supplied by the Supplier to VV.
- 1.10. **Order:** VV's order for the Delivery of Goods and/or the provision of Services by the Supplier.
- 1.11. **Order Confirmation:** confirmation of the Order by the Supplier in writing, including via e-mail.



- 1.12. **Services:** all services provided or to be provided by the Supplier to VV.
- 1.13. **Parties:** VV and the Supplier collectively.
- 1.14. **VV-Goods:** has the meaning ascribed to it in clause 15.3 of these General Terms and Conditions.

2. APPLICABILITY

- 2.1. These General Terms and Conditions apply to all Orders placed by VV, Order Confirmations and invoices issued by the Supplier, Goods delivered and/or Services provided by the Supplier, and all Agreements concluded between VV and the Supplier, unless expressly agreed otherwise by the Parties in writing. By accepting these General Terms and Conditions, the Supplier agrees that these General Terms and Conditions apply to all future Orders, Order Confirmations, Goods deliveries, provision of Services, invoices and Agreements between VV and the Supplier as well.
- 2.2. Deviations from these General Terms and Conditions are only binding if and to the extent VV has agreed thereto in writing and apply only to the Agreement for which VV agreed to the deviation from these General Terms and Conditions.
- 2.3. Any general terms and conditions of the Supplier do not apply, including in cases where explicit reference has been made thereto by the Supplier in its correspondence, offers, Order Confirmation, invoices and/or records.
- 2.4. VV reserves the right to amend these General Terms and Conditions from time to time. VV will give the Supplier notice of any amendments and will provide the Supplier with the amended General Terms and Conditions, which apply 5 (five) working days after these were provided to the Supplier.
- 2.5. In case of inconsistencies between the terms of any two or more of the following documents, the following order of preference applies: (i) the Agreement, (ii) the Order, (iii) these General Terms and Conditions.

3. ORDERS

- 3.1. An Agreement is concluded when VV places an Order with the Supplier and VV received from Supplier an Order Confirmation. The Order, to which these General Terms and Conditions apply, is deemed to reflect the entire agreement between Parties.
- 3.2. VV may at all times change the Order, including after receipt of the Order Confirmation, whether in quantity, quality or else, and the Supplier will reasonably cooperate with such request for change.
- 3.3. In the event that a change required by VV has consequences for the agreed-upon price, the Delivery Date or any other aspect of the Order, the Supplier must so notify VV in writing as soon as possible,

but within 5 (five) working days of VV's notification of the required change, at the latest, before implementing the change. In the event that, in VV's opinion, such consequences are unreasonable in respect of the price, the Delivery Date, or any other aspect of the Order, VV has the right to terminate (in Dutch: opzeggen) the Order without VV being liable for any compensation, reimbursement and/or damages as a result of such termination. To the extent the Supplier has commenced performance under the Order, VV shall compensate the Supplier for reasonable costs made, to be determined at VV's sole discretion.

- 3.4. Each Agreement concluded in accordance with clause 3.1 results in a separate Agreement. If however it is legally established that the legal relationship between VV and the Supplier is a continuing performance agreement, or when Parties explicitly agreed thereto, VV may at any time and for whatever reason terminate (in Dutch: opzeggen) this relationship subject to three months' notice, without being liable for any compensation, reimbursement and/or damages as a result of such termination.
- 3.5. VV will in no event be obliged to place an Order with the Supplier.

4. PRICES AND PRICE CHANGES

- 4.1. Prices are in euros and exclusive of VAT, but inclusive of any and all other costs, taxes or duties of the Supplier in connection with the fulfilment of the Supplier's obligation, unless explicitly agreed otherwise between the Parties. Article 7:406 DCC does not apply.
- 4.2. Unless explicitly agreed otherwise between Parties, prices are fixed and may not be changed. To the extent applicable, any price changes must be announced at least 2 (two) months in advance. Price changes may take place maximum once per 12 (twelve) month period and shall not exceed 5%, unless VV is provided the right to terminate (in Dutch: opzeggen) the Order and/or the Agreement without being liable for any compensation, reimbursement and/or damages as a result of such termination.
- 4.3. Article 7:753 DCC does not apply.

5. INVOICING AND PAYMENT

- 5.1. Invoicing takes place promptly after delivery of the Goods or after provision of the Services. If the Goods are delivered in parts, subject to clause 7.3, invoicing may take place after each partial delivery of the Goods. VV does not pay in advance, unless explicitly agreed otherwise between Parties.
- 5.2. Invoices shall be sent to VV's applicable billing address and must, in addition to any information required under applicable law, include a detailed break-down of costs and VV's Order number. If the Delivery address or the address where the Services are provided is not similar to the billing address,

this address must be included on the invoice as well. In the event that the required information is lacking or is incorrect, VV has the right to withhold any payments without any interest being due.

- 5.3. Subject to clauses 5.4 and 5.5, invoices will be paid by VV within 60 (sixty) calendar days of the invoice date, unless explicitly agreed otherwise between Parties.
- 5.4. VV may suspend payment of the invoice, whether in whole or in part, in the event that it identifies a defect to the Goods and/or when the Supplier otherwise fails or has failed to comply with the Order and/or the Agreement. Suspension of payment of the invoice does not give the Supplier the right to suspend any of its obligations under the Order and/or the Agreement.
- 5.5. VV has the right to set-off any and all amounts owed by the Supplier to VV, whether arising out of the Order, the Agreement or otherwise, against the Supplier's invoice.
- 5.6. Any payments made by VV do not in any way result in any waiver of any of its rights or remedies.
- 5.7. In case of late payments, any (statutory) interest will only be due after VV has received a written notice of default from the Supplier, providing it an additional period of 14 (fourteen) calendar days to pay and during which period no payment is made by VV. As for the interest rate, article 6:119a DCC does not apply. Instead, article 6:119 DCC applies.

6. TIME OF DELIVERY

- 6.1. Goods will be delivered and Services will be provided as soon as possible, as stated in the Order and/or the Agreement or as otherwise agreed between Parties (Delivery Date). The Supplier acknowledges that prompt delivery and timely performance under the Order and/or the Agreement is of the essence to VV.
- 6.2. The Delivery Date must be complied with by the Supplier and qualifies as a strict deadline (fatale termijn). In the event that it is breached, whether due to Force Majeure or not, the Supplier will be in default without any notice of default being required and VV will have the right to terminate (in Dutch: opzeggen) the Order and/or the Agreement in accordance with clause 11.1, notwithstanding any other rights VV has under the Order and/or the Agreement or applicable law.
- 6.3. If the Supplier foresees that it cannot or might not comply with the Delivery Date for a specific Order, the Supplier must immediately notify VV in writing thereof and in which case VV has the right to terminate (in Dutch: opzeggen) the Order without being liable for any compensation, reimbursement and/or damages as a result of such termination.



7. DELIVERY, PACKAGING AND DISPATCH

- 7.1. The Goods must be delivered Delivered At Place (DAP) at VV's premises in Delfgauw in accordance with Incoterms® 2020, at the Delivery Date, unless agreed otherwise between Parties. The Supplier must package the Goods properly for dispatch to the place of delivery and in accordance with VV's instructions.
- 7.2. VV has the right to postpone the Delivery of any Order. Where the Order relates to the Delivery of Goods, in such event, the Supplier shall store, maintain, secure and insure the Goods properly packaged, separate from other goods and clearly recognisable as the Goods. Related, market-standard costs shall be borne by VV.
- 7.3. Delivery in parts (deelleveringen) is not allowed, unless explicitly agreed otherwise between Parties.
- 7.4. The Supplier shall:
 - a) clearly set out the packages' contents on the exterior of the packages;
 - b) clearly set-out the Order number stated by VV on the packaging and the packing slip;
 - c) furnish a packing slip in with each Order;
 - d) use neutral packaging and labels as approved by VV; and
 - e) guarantee the packaged units as agreed.

8. PASSAGE OF TITLE AND RISK

- 8.1. Title to the Goods passes on to VV upon Delivery, at the latest.
- 8.2. The risk in the Goods passes to VV at the moment of Delivery in accordance with the applicable incoterm.

9. ENGAGEMENT OF THIRD PARTIES

- 9.1. Unless agreed otherwise between Parties, the Supplier may engage third parties for the production, repair or processing of Goods executed by a third party in whole or in part. The Supplier will remain fully responsible for and liable to VV for the engagement of third parties in its performance of the Order and/or the Agreement.
- 9.2. Notwithstanding the Supplier's right to engage third parties for the production, repair or processing of Goods as referred to in clause 9.1 above, the Supplier shall duly take into account any requirements and/or restrictions that may apply in such case including for example as set out in clauses 13.2 and 15.4 of these General Terms and Conditions.
- 9.3. As for the provision of Services, the Supplier may not engage third parties unless explicitly agreed to in writing by VV.

- 9.4. VV may at all times impose requirements on the Supplier in respect of the engagement of third parties.

10. SUPPLIER'S PERSONNEL

- 10.1. Any personnel of the Supplier or any third party engaged by it in the performance of the Order and/or the Agreement must satisfy any requirements set by VV and, to the extent VV has not specifically set such requirements, personnel must satisfy the general requirements of professional competence and expertise.
- 10.2. In the event that, in VV's opinion, the Supplier's personnel is not sufficiently qualified, VV may order the removal of such personnel and the Supplier will be obliged to see to their prompt replacement, with due observance of clause 10.1.
- 10.3. The Supplier shall strictly comply, and shall actively monitor that any third parties engaged by it strictly comply, with any and all applicable statutory obligations in respect of the personnel employed by it, including e.g. in relation to wages and wage tax, health and safety requirements and identification of personnel. At VV's first request, the Supplier shall make available any and all information and cooperation required by VV to enable VV to verify the Supplier's compliance in this regard.
- 10.4. At VV's first request, the Supplier shall open and maintain a blocked account (G-rekening). VV reserves the right to directly transfer part of its payment under the Supplier's invoice to this blocked account, for the purposes of wage tax and social insurance premium.
- 10.5. The Supplier indemnifies and holds harmless VV for any and all damages and claims arising from non-compliance with any and all applicable statutory obligations in respect of the personnel employed by or by a third-party engaged by it, including any fines or other sanctions of competent supervisory authorities.

11. TERMINATION

- 11.1. If the Supplier fails to comply with any obligation under the Order and/or the Agreement, these General Terms and Conditions and/or applicable law, the Supplier is in default immediately without any notice of default being required and VV may – at its discretion – suspend performance of its obligations and/or terminate (In Dutch: opzeggen) all or part of the Agreement in writing without VV being obliged to pay any compensation and without prejudice to VV's other legal rights or remedies, including its right to claim damages and performance.
- 11.2. Without prejudice to VV's other rights under the Agreement and applicable law, upon written notification, VV may terminate (In Dutch: opzeggen) the Order and/or the Agreement with immediate effect, in whole or in part, without any notice of default or legal intervention being required and



without being liable for any compensation, reimbursement and/or damages as a result of such termination, in the event that the Supplier:

- a) ceases normal trading, applies for suspension of payment, has filed for bankruptcy or had been declared bankrupt, is dissolved and/or wound up, or if a request for its dissolution or winding-up has been filed;
- b) its assets or part(s) thereof have been seized for attachment;
- c) transfers its business to a third party or a (direct or indirect) change of control takes place within Supplier; or
- d) cannot meet its obligations due to Force Majeure situation lasting for more than 14 calendar days, or which situation is expected to last for more than 14 calendar days.

11.3. In case of any termination by VV in accordance with this Agreement, article 7:764 (2) DCC does not apply.

12. WARRANTIES

12.1. From the Delivery Date, the Supplier warrants that all Goods and/or Services conform and continue to conform to the Order and/or the Agreement, that the Goods are and remain suitable for the purpose for which they are intended, and that the Goods and/or Services are and remain of proper quality and free from any defects, including in materials or production method.

12.2. The Supplier warrants that all parts, auxiliary materials, aids, tools, spare parts, instructions for use and manuals and any other matters relating to the Goods, will be provided to VV along with the Delivery of the Goods, even if they are not specifically stated in the Order and/or the Agreement.

12.3. The Supplier warrants that it complies with applicable laws and regulations and that the Goods and/or Services satisfy any and all relevant statutory provisions pertaining to, among other things, quality, the environment, safety and health.

12.4. Notwithstanding any other rights VV may have under the Agreement or applicable law, in the event of a breach of warranty under this clause 12, the Supplier shall, at the choice of VV, repair or replace the Goods and/or Services free of charge, or refund the (purchase) price of the Goods and/or the Services. Goods that have been repaired or replaced by the Supplier shall be (re)delivered to VV in accordance with clause 7 of these General Terms and Conditions.

12.5. Any advice rendered by VV in respect of the production method of the Goods, does not impact any of VV's rights as to the warranties.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 13.1. The Supplier guarantees the free and undisturbed use by VV of the Goods. It indemnifies and holds harmless VV against and from any claims of third parties pertaining to the infringement of their intellectual and/or industrial property rights.
- 13.2. The Supplier may use information provided by VV in the context of the Order and/or the Agreement (including e.g. (technical) drawings, technical descriptions, designs, calculations, (scale) models, prototypes), solely in connection with and for the purposes of (its performance under) the Agreement. Such information is and will remain VV's property. The Supplier shall not divulge, disclose or make accessible such information to any third party, unless with the explicit prior consent of VV. In the event that the Supplier breaches this clause 13.2, it will forfeit an immediately payable penalty in the amount of EUR 25,000 for each breach without limiting or precluding the right of VV to claim specific performance or actual damage which VV has incurred. Any information no longer necessary for the Supplier's performance of the Agreement must be returned to VV carriage paid immediately and ultimately within 7 (seven) calendar days.
- 13.3. Any intellectual property rights with respect to the Goods exclusively designed for VV, are vested in and shall remain with VV. To the extent that such intellectual property rights are vested in the Supplier, the Supplier shall unconditionally cooperate in the transfer of such intellectual property rights to VV. Upon VV's first request, the Supplier shall execute any and all documents required and undertake any required registrations for the valid transfer of the intellectual property rights to VV. The Supplier shall not acquire any proprietary rights or other therein.

14. INDEMNIFICATION

- 14.1. The Supplier fully indemnifies and holds harmless VV against and from any and all claims by any third party arising from any non-fulfilment or the improper fulfilment of any obligation under the Order and/or the Agreement, including breach of the warranties set out in clause 12.
- 14.2. The Supplier fully indemnifies and holds harmless VV against and from any and all claims, proceedings, costs and damages arising from any alleged or actual infringement of rights of third parties, in particular of their intellectual property rights. This clause 14.2 does not apply to the extent that the Goods have been produced solely based on and in accordance with models, designs or drawings provided by VV to the Supplier.
- 14.3. VV will notify the Supplier of any notifications or claims of third parties as referred to under clauses 14.1 and 14.2 and provide the Supplier with any relevant information and records in its possession.

15. DOCUMENTATION TO THE GOODS AND GOODS OF VV

- 15.1. The Supplier must make any documentation belonging to the Goods available to VV prior to or upon Delivery of the Goods.
- 15.2. VV will be free as to its use of this documentation, including the reproduction thereof.
- 15.3. Any and all goods, including special tools and aids, made available by VV to the Supplier in the context of the Order and/or the Agreement (the VV-Goods), will remain VV's property and may solely be used by the Supplier to execute VV's Orders. VV-Goods must be returned to VV at VV's first request, without the Supplier being able to invoke a right to retain possession of the VV-Goods. VV may set additional rules with regard to loan (bruikleen) of VV-Goods.
- 15.4. The use of VV-Goods for purposes other than execution of Orders or the use of the VV-Goods by parties other than the Supplier will only be allowed with VV's explicit prior written consent.
- 15.5. Any risk of loss of or damage to the VV-Goods are borne by the Supplier. VV is not liable for any damage and/or loss, ensuing from or caused by the use of the VV-Goods, unless caused by an intentional act or omission or gross negligence of VV.
- 15.6. The Supplier shall ensure that the VV-Goods are identified as goods of VV. The Supplier shall retain VV-Goods separate from any other objects.

16. LIABILITY

- 16.1. The Supplier is liable to VV for any and all damage and/or loss ensuing from or caused by Supplier's failure to perform its obligations under the Order and/or the Agreement, or caused by a wrongful act (onrechtmatige daad) to VV.
- 16.2. The Supplier is obliged to take out and maintain with a reputable insurance company insurances to appropriately cover liability risks. At VV's first request, the Supplier shall provide copies of its insurance policies, the insurance conditions and proof of premium payment.

17. DUTY TO PROVIDE INFORMATION AND CONFIDENTIALITY

- 17.1. The Supplier represents that it has provided and will provide to VV any and all information and data about all facts and circumstances that may (reasonably deemed to) be important to VV, and has not withheld or will not withhold any information that might be important in that connection.
- 17.2. The Supplier shall refrain from providing or disclosing any information whatsoever pertaining to VV, to which it has become privy on the grounds of its relationship with VV, to third parties without the VV's prior written permission. In the event that the Supplier breaches this provision, the Supplier will forfeit to VV a penalty in the amount of EUR 5000 for each breach without limiting or precluding the

right of VV to claim from the Supplier specific performance or actual damage which VV has incurred.

18. INSPECTION AND ACCEPTANCE OF ORDERS

- 18.1. The Supplier shall see to effective quality control.
- 18.2. VV at all times has the right to inspect or have the Goods inspected, both during production, processing and storage, and after Delivery. The same applies to the Services. The Supplier shall cooperate with any such inspections, at no cost to VV.
- 18.3. Upon first request, the Supplier shall grant VV or its representative access to the place of production, processing or storage of the Goods.
- 18.4. After Delivery of the Goods or upon completion of the Services, VV inspects and tests the Goods and/or the Services respectively. This is on a sample basis (steekproefsgewijs). Goods and/or Services that do not conform to the Order and/or the Agreement, including the warranties, and/or do not fully satisfy VV's requirements may be rejected. VV shall notify the Supplier of such rejection by means of a written notification.
- 18.5. Notwithstanding any other rights or remedies VV may have under the Agreement and/or applicable law, in the event of a rejection of Goods and/or the Services as referred to under clause 18.4, VV may allow the Supplier to repair or redeliver the Goods or re-perform the Services within a period set by VV, or have the (purchase) price of the Goods and/or Services refunded. Any and all cost relating to the repair or redelivery are for the Supplier and the Supplier will be liable towards VV for any and all damages and/or loss ensuing from the delivery of non-conform Goods and/or Services, including as a consequence of late delivery to VV's customers.
- 18.6. Upon notice of rejection, VV will have the right to hold the Goods for the Supplier's risk until further instructions are received from the Supplier or return the Goods to the Supplier for the latter's account and risk.
- 18.7. Notwithstanding any other rights or remedies VV may have under the Agreement and/or applicable law, in the event that the Supplier fails to repair or redeliver rejected Goods or re-performs the Services within the period set by VV, VV has a step-in-right allowing it to instruct, at the Supplier's cost, a third party to undertake the required measures.
- 18.8. Article 7:758 DCC does not apply.
- 18.9. Inspection and/or testing of the Goods and/or Services as referred to in this Article 18, may not be seen as a waiver of any rights of VV under these General Terms and Conditions and/or applicable law, or as an acknowledgement of the conformity of the Goods and/or Services. The Supplier will not be released from any liability in this regard. Articles 6:89 and 7:23 DCC do not apply.



19. MISCELLANEOUS

- 19.1. If any provision of these General Terms and Conditions is or becomes void, invalid, illegal, non-binding or unenforceable under any applicable law, the other provisions of these General Terms and Conditions will not be affected and shall continue to apply in full.
- 19.2. The Supplier cannot assign or transfer any of its rights or obligations, or parts thereof, under the Order and/or the Agreement. This provision excludes transferability within the meaning of article 3:83 (2) DCC.

20. CHOICE OF LAW AND COMPETENT COURT

- 20.1. All Orders, Agreements, these General Terms and Conditions and any contractual or non-contractual obligations arising therefrom are governed by Dutch law, with explicit exclusion of its conflict of laws rules. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.
- 20.2. In the event of a dispute between Parties arising out or relating to any Order and/or the Agreement, Parties shall use best efforts to solve the dispute in good faith negotiations.
- 20.3. Any disputes not resolved in accordance with clause 20.2 above, must be submitted exclusively to the competent court in The Hague, the Netherlands. VV however reserves the right to submit the dispute to another court that is competent under the applicable law.