

General Terms and Conditions of Delivery
Asian Food Group B.V.

Article 1 – Definitions

In these Terms and Conditions of Delivery, the terms and expressions used below are defined as follows, unless the context requires otherwise:

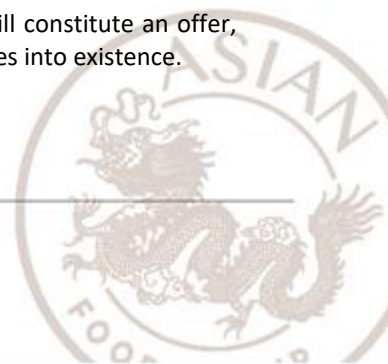
Buyer:	any legal entity (acting in the course of a profession or business) which places orders with Asian Food Group, purchases products, and/or enters into agreements with Asian Food Group, or receives Quotations from Asian Food Group.
Asian Food Group:	Asian Food Group B.V, a private limited liability company having its registered office and place of business at Klopsteen 6, 5443 PW Haps, The Netherlands, and registered in the Trade Register of the Chamber of Commerce under number 83203257.
Delivery:	to deliver goods to Buyer or to bring goods into Buyer's possession and/or within its control.
Terms and Conditions of Delivery:	these General Terms and Conditions of Delivery of Asian Food Group.
Quotation:	any (general or Buyer-specific) offer or quotation issued by Asian Food Group.
Agreement:	the agreement between Asian Food Group and Buyer regarding the Delivery of goods and/or services.
Parties:	Buyer and Asian Food Group.

Article 2 – Applicability of General Terms and Conditions of Delivery

- 2.1 All Quotations and Agreements are subject to these Terms and Conditions of Delivery.
- 2.2 Unless expressly agreed otherwise, Asian Food Group will accept an Agreement only if these Terms and Conditions of Delivery apply in full.
- 2.3 All clauses in these Terms and Conditions of Delivery have also been drawn up for the benefit of all directors of Asian Food Group and all persons working for and/or hired in by Asian Food Group.

Article 3 – Formation of the Agreement

- 3.1 Quotations are based on and subject to market prices. Quotations have a maximum period of validity of fourteen (14) days, unless expressly shown otherwise in the Quotations. Quotations can only be accepted in full.
- 3.2 Quotations relate solely to the quantities and price stated in the Quotation. The quantities and price specified in a Quotation will not apply to any subsequent orders.
- 3.3 An order placed with Asian Food Group, whether or not on the basis of a Quotation, will constitute an offer, which will need to be accepted by Asian Food Group in writing before an Agreement comes into existence.



- 3.4 Each Agreement entered into with Asian Food Group will, at Asian Food Group's sole discretion, include the resolute or suspensive condition that Asian Food Group, in its sole opinion, is satisfied that Buyer is sufficiently creditworthy. For this reason, Asian Food Group will have the right to refuse an order from Buyer.
- 3.5 Any changes and/or additions to the Agreement or these Terms and Conditions of Delivery will be valid only if confirmed in writing by authorised representatives acting on behalf of Asian Food Group.
- 3.6 Any typographical errors in the description of a product, the conditions of purchase for a product, and/or any Quotation will confer no rights. Any obvious mistakes or errors in a Quotation will not be binding upon Asian Food Group.
- 3.7 If a contract is concluded with two or more Buyers collectively, they will each be jointly and severally liable for full performance of the Agreement concluded by them.

Article 4 – Quantities and deviations

- 4.1 Quantities ordered by Buyer will automatically be adjusted by Asian Food Group to reflect the minimum quantities/packaging units used by Asian Food Group.
- 4.2 For Deliveries of (fresh) products based on weight, a ten percent (10%) deviation from the weight ordered is permitted.

Article 5 – Price and price revision

- 5.1 All prices are exclusive of VAT and exclusive of all costs relating to performance of Asian Food Group's obligations, such as the costs of packaging and repackaging.
- 5.2 Asian Food Group may unilaterally (and proportionally) increase the agreed prices if and in so far as a cost-determining factor for the product changes in the period between the Quotation and the date of delivery.

Article 6 – Invoicing and payment

- 6.1 The final amounts of Asian Food Group's sales invoices must be paid, at Asian Food Group's discretion, either by PIN or by issuing a commercial (B2B) direct debit mandate. Direct debit will take place no later than seven (7) days after the invoice date.
- 6.2 Unless otherwise provided in the Agreement, the amounts owed by Buyer must be paid within fourteen (14) days of conclusion of the Agreement.
- 6.3 If and in so far as Asian Food Group has agreed a different method of payment with Buyer in writing, payment must be made within the agreed payment period.
- 6.4 If Buyer fails to make payment or fails to do so in a timely fashion, Buyer will be in default by operation of law without any prior demand letter or notice of default being required. From the time when Buyer is in default, Buyer will owe interest on the outstanding balance at the statutory commercial rate plus two percent (2%), with any part month being treated as a full month.
- 6.5 Payments made by Buyer will first serve to pay any interest and extrajudicial collection costs owed. Extrajudicial costs are set at a minimum of fifteen percent (15%) of the principal due, with a minimum of EUR 50 (fifty euros) and without this affecting Asian Food Group's right to charge Buyer further reasonable costs. Only after those amounts have been paid will Buyer's payments be applied against due and payable invoices, with the longest outstanding invoices being settled first, regardless of the description provided by Buyer when making the payment.



Article 7 – Obligations of Parties

- 7.1 Delivery periods are estimates only; they are not strict deadlines.
- 7.2 Asian Food Group will notify Buyer in a timely fashion if it threatens to miss a delivery date. If a delivery period is exceeded, this will not entitle Buyer to terminate (*ontbinden*) the Agreement, unless the delivery date was exceeded by such a length of time that by standards of fairness and reasonableness Buyer can no longer be required to keep the Agreement in place. If Buyer terminates (*ontbindt*) the Agreement, Asian Food Group will not be obligated to compensate Buyer for any loss or harm suffered as a result.
- 7.3 The products ordered may be delivered by way of partial deliveries. Asian Food Group is entitled to immediately invoice Buyer for the products already delivered.
- 7.4 Buyer is obligated to accept the products ordered and delivered at the agreed time, and to pay for them without invoking any discount, set-off, or suspension.
- 7.5 Where appropriate, Buyer is obligated to ensure easy access to loading and unloading areas and to keep waiting times as short as possible.
- 7.6 Where appropriate, Buyer warrants that products with a use-by date are no longer processed or sold after expiry of those dates.

Article 8 – Delivery, transfer of risk, and complaints

- 8.1 Delivery will be made:
- (i) By handing over the sold products to Buyer at the address of Asian Food Group; or
 - (ii) By delivering the sold products at the location where Buyer is established or at such other location as Parties have agreed.
- 8.2 The products will be at the Buyer's risk as from the time of Delivery.
- 8.3 If the products purchased are delivered at Buyer's location or at the agreed location, loading, transport and unloading will take place at Asian Food Group's risk. Once they have been unloaded, the products will be at the Buyer's risk.
- 8.4 Upon delivery, Buyer must ascertain that the products delivered conform to the Agreement and check, among other things, whether:
- (i) The right products have been delivered;
 - (ii) The products show any visible damage;
 - (iii) The numbers, quantities, and weights of the products are in accordance with the information on the invoice; and
 - (iv) The products meet applicable quality requirements and hygiene and temperature standards.
- 8.5 Buyer must report any defects by telephone immediately after receipt and confirm the call in writing the same day.



Article 9 – Retention of Title

- 9.1 The products delivered by Asian Food Group will remain its property until such time as the purchase price, including any interest and costs, has been paid in full.
- 9.2 Buyer is obligated to provide Asian Food Group with all such assistance as may be necessary to enable Asian Food Group to exercise its ownership rights and to take back any unpaid products, including the right to enter all places where the products delivered by Asian Food Group are located.

Article 10 – Complaints

- 10.1 If, upon receipt of the products, no comment is made on the delivery receipt or packing slip about any defects, this will be considered full proof that Buyer received the products undamaged and in a proper of repair at least upon delivery, and also that the right products were delivered, in the correct numbers, quantities and weights, and that they meet applicable quality requirements and hygiene and temperature standards.
- 10.2 Other defects - in so far as they could not have been discovered immediately - must be reported to Asian Food Group in writing within 48 hours of Delivery, failing which a complaint will no longer be dealt with.
- 10.3 If Buyer makes a valid complaint, Asian Food Group has the option of replacing the rejected product at its own expense, or crediting Buyer an amount equal to the price owed by Buyer for the rejected product. Asian Food Group will not reimburse any indirect loss or harm. Buyer will not be entitled to terminate (*ontbinden*) the agreement.

Article 11 – Transport

If products are to be delivered to the address of Buyer or at another agreed location, the method of transport will be determined by Asian Food Group.

Article 12 – Packaging

- 12.1 Single-use packaging is included in the price of the products. No deposit will be charged for these packaging materials, unless there is a statutory obligation to do so.
- 12.2 If the goods are to be delivered on euro pallets or on pallets that are part of a pallet pool, Asian Food Group will invoice these pallets as packaging, unless identical undamaged pallets are returned to Asian Food Group upon delivery.
- 12.3 If Asian Food Group agrees with Buyer, or is obligated by government, to take back any packaging, repackaging, residual materials, etc., upon delivery of the products, then the associated costs, including any costs of on-site destruction, will be payable by Buyer.
- 12.4 Packaging such as roll containers, crates, boxes, pallets and similar, in so far as not intended for single use, will remain the property of Asian Food Group, even if no deposit is charged for them. The risk of loss of or damage to the packaging will be borne by Buyer until it has returned the items to Asian Food Group in a proper state of repair.
- 12.5 Buyer is obligated to return any empty packaging in its possession to Asian Food Group as soon as possible, unless expressly agreed otherwise. Asian Food Group's obligation to take back packaging materials only applies if the packaging is in a proper state of repair and clean and contains no waste or residual materials and, where roll containers are concerned, has been supplied by Asian Food Group.



- 12.6 Empty goods to be returned must be sorted and placed in the relevant crates and boxes. Asian Food Group will charge a sorting fee for each crate or box that has been returned unsorted.
- 12.7 Deposits paid for packaging will be refunded by Asian Food Group when the packaging has been returned. The invoice will be credited after the packaging materials have returned to Asian Food Group's warehouse. In the event of minor damage or the return of dirty packaging or packaging that is not free of waste or residual materials, Asian Food Group reserves the right to credit less than the deposit charged. No amount will be credited in the event of major damage.

Article 13 – Storage

If, on Buyer's instructions, Asian Food Group stores any products sold to or ordered by Buyer, this will be done in a manner to be determined by Asian Food Group, without Asian Food Group accepting any liability in this regard. Nor will those products be insured; Buyer itself will need to take out appropriate insurance.

Article 14 – Liability

- 14.1 In the event of non-Delivery or late, incomplete or improper Delivery attributable to Asian Food Group, Asian Food Group at its sole discretion will only be obligated to deliver the missing item or to repair or replace the item delivered.
- 14.2 Asian Food Group excludes any and all liability, except for direct loss or harm resulting from gross negligence (*grove schuld*) or serious negligence (*ernstige nalatigheid*) on its part. Liability for loss or harm as referred to in the previous sentence will be limited to the amount of the relevant order.
- 14.3 Buyer must indemnify Asian Food Group against any claims by third parties for loss or harm which they have suffered or may suffer in connection with the Delivery of products by Asian Food Group to Buyer.
- 14.4 The provisions of this Article 14 will not affect any liability of Asian Food Group under mandatory provisions of law relating to product liability. Asian Food Group limits its liability for loss or harm as referred to in this paragraph to the amount for which it is covered under its liability insurance.
- 14.5 If, in its opinion, Asian Food Group is forced to take measures or to lend its assistance to product recalls initiated by producers so as to prevent any (further) loss or harm resulting from claims by (end) customers based on a defect in the products delivered, Buyer undertakes to cooperate in such measures and, if this proves to be necessary or desirable, to join Asian Food Group in holding the producer liable.

Article 15 – Termination (Ontbinding) for cause

In the event of a failure (attributable or otherwise) on the part of Buyer to perform its obligations under the Agreement, its bankruptcy, suspension of payments or acquisition of the business of Asian Food Group, Asian Food Group will have the unilateral right to terminate (*ontbinden*) the Agreement with immediate effect and without any notice of default being required. Termination (*ontbinding*) will be effected by email or in such other manner as Asian Food Group sees fit.

Article 16 – Void and/or voidable provisions

If all or any part of a provision in these Terms and Conditions is held to be unreasonably onerous, void, or voidable by the courts, such provision will be deemed to have been converted into one that is not considered unreasonably onerous, void, or voidable, whilst retaining its content and purport as much as possible. The other provisions will remain in full force and effect.



Article 17 – Transfer and lapse of rights

- 17.1 Only Asian Food Group is authorised to transfer all or any part of its rights under the Agreement to third parties.
- 17.2 Any claim against Asian Food Group will lapse if no legal action is brought against Asian Food Group within six (6) months of its being notified of the claim underlying the action.

Article 18 – Personal data processing

Asian Food Group's privacy policy applies to the processing of Buyer's (personal) data. The policy is available on Asian Food Group's website.

Article 19 – Force majeure

- 19.1 Force majeure must be understood to mean any circumstance beyond Asian Food Group's control which is of such a nature that Asian Food Group cannot reasonably be required to comply with the Agreement (also known as a non-attributable failure to perform). Force majeure also includes: mobilisation, war and threat of war, riots, strikes, acts of terrorism, demonstrations, lack of personnel, business and transport disruptions of any kind, breach of contract by suppliers, epidemics, impediments caused by measures, laws or decrees issued by international, national or regional (government) bodies, fire, explosion, frost, disruption caused by snowfall, flooding, storm damage, and other natural disasters.
- 19.2 If Asian Food Group is unable to perform the Agreement in a timely fashion due to force majeure, Asian Food Group at its sole discretion will have the right either to perform the Agreement at a later date or to consider the Agreement terminated. In such or similar cases, Asian Food Group at its sole discretion will be entitled either to terminate (*ontbinden*) the Agreement after a reasonable time without any obligation to pay damages, or to demand that the Agreement be adjusted to the circumstances.

Article 20 – Confidentiality

Buyer is obligated to keep all information and data of Asian Food Group confidential. Within the framework of the Agreement, Buyer will take all possible precautionary measures to protect Asian Food Group's interests.

Article 21 – Governing law and competent court

- 21.1 This Agreement, all contractual obligations arising from or connected with it and the interpretation of same are governed by Dutch law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 21.2 All disputes arising from and/or connected with these Terms and Conditions of Delivery, an Agreement, and/or a Quotation, including any dispute over the existence, validity or termination of these Terms and Conditions of Delivery or any non-contractual obligation arising from or connected with these Terms and Conditions of Delivery, will be resolved exclusively by the competent court in the judicial district of Amsterdam, The Netherlands.

These Terms and Conditions of Delivery were most recently amended on 15 November 2022.

