

GENERAL TERMS AND CONDITIONS OF PURCHASE OF TCHAI INTERNATIONAL B.V.

Article 1. Identity

We are Tchai International B.V. (but to make things easy, we will call ourselves Tchai from now on). You can find us at the following address:

Kolenbranderstraat 24
2984 AT Ridderkerk
CoC number: 24177191
VAT number: NL009015048B01

Tchai values a good and long-term relationship with its suppliers. As such, it is important to us to make good and clear agreements with you that underline this lasting relationship. This is based on these General Terms and Conditions of Purchase (hereinafter referred to as "the Terms and Conditions"), with which we jointly confirm, strengthen and further expand our existing or new relationship.

Article 2. Definitions

The following definitions apply to these Terms and Conditions:

- 2.1 Tchai: The user of these Terms and Conditions.
- 2.2 Supplier: Any natural person who or legal entity that, for whatever reason, enters into a contract with Tchai in their professional or business capacity for the provision of Products or Services to Tchai.
- 2.3 Delivery: the delivery by the Supplier of the Products or Services according to the agreed specifications.
- 2.4 Product: an item ordered by a Tchai Customer from the Supplier by means of a Purchase Order, including the packaging of that product.
- 2.5 Service: the service to be provided by the Supplier for Tchai.
- 2.5 Offer: every offer by a Supplier to Tchai in respect of the delivery of Products and/or Services. Offers can be made in any form, but for your and our legal certainty, we prefer a written offer.
- 2.6 Agreement: the arrangement between us and you as a Supplier in which we agree that you will deliver Products and/or Services to us in accordance with these Terms and Conditions and at the price and specifications set out in the Agreement and/or Purchase Order.
- 2.7 Purchase Order: an order by Tchai to you as Supplier of one or more Products and/or Services. This order should preferably be made in writing, so that we both know where we stand.

Article 3. Applicability of the terms and conditions

- 3.1 These Terms and Conditions apply exclusively to and are part of every Purchase Order from Tchai and every Agreement concluded between you and Tchai. If these Terms and Conditions are deviated from, we will first have discussed this and agreed it in writing. The general terms and conditions of you as a Supplier do not apply, unless we indicate that they do.
- 3.2 Tchai can modify or supplement the Terms and Conditions at any time for future Deliveries. You will, of course, be informed in advance if the Terms and Conditions change. The changed Terms and Conditions will be binding from the date indicated by

us. If a provision in these Terms and Conditions turns out to be void or cannot be enforced for any other reason, this provision will be disregarded. This will not affect the validity and enforceability of the other provisions. These other provisions will always remain in full force. Together with you, we will do everything possible to replace any invalid provision by a provision that is valid.

Article 4. Offer, agreement and purchase order

- 4.1 All requests for information made by Tchai to you as a Supplier are intended to investigate the possibility of doing business with you. That is why subsequent Offers by you are subject to contract and not binding on Tchai or on you.
 - 4.2 In order to ensure that our purchase process runs smoothly and securely, every Offer made by you is irrevocable for a minimum period of 14 days from the moment we receive your offer.
 - 4.3 In order to then successfully do business together, we conclude an agreement with you that we confirm to you verbally or in writing. To be certain that a Product or Service is delivered in accordance with our expectations, you as a Supplier cannot change the Purchase Order unilaterally or execute it differently, unless we have agreed this in advance in writing.
 - 4.4 Because we consider it important that you deliver the Product or Service to us, the execution of an Agreement or Purchase Order cannot be fully or partially transferred to one or more third parties, unless, of course, we have agreed this in advance. In that case you, as the Supplier in whom we have placed our trust, will remain responsible for correct performance of the Agreement or Purchase Order.
- ## Article 5. Guarantees of the supplier
- 5.1 To ensure that the purchasing process is successful and in accordance with the expectations of Tchai and you as Supplier, we agree the following guarantees:
 - a) the Products are delivered in accordance with the agreed specifications;
 - b) the Products are suitable for the purpose and use ensuing from their nature;
 - c) the Products and the production process with which they are created comply with all applicable industry standards and requirements and legal requirements;
 - d) the Products are packaged properly and undamaged in accordance with the applicable statutory regulations and/or the conditions drawn up by Tchai;
 - e) the Products are delivered at the agreed time with, if necessary, a correct, clear and complete description of the product data and instructions for use;
 - f) Tchai can use the Products without restriction, that is, they are free from any limited right, qualitative right or other third-party claims.

- 5.2 If one or more Products or the associated Services do not meet the agreed specifications, Tchai may demand compliance with the Agreement. This means that you as a Supplier must still deliver the Products or Services to Tchai in accordance with the agreed specifications and or other conditions. If Tchai incurs any damage or loss as a result, this will, of course, have to be compensated for. In addition, Tchai may terminate the Agreement by means of a written statement if continuation of the Agreement is no longer useful for it.
- 5.3 We may request you to collect the Products delivered that do not meet the agreed specifications from us and

destroy them at your own risk and expense. If the rejected Products still have an alternative use, destruction may be waived in mutual consultation.

Article 6. Prices, invoicing and payment

- 6.1 Unless otherwise specified in the Purchase Order, all prices are fixed and exclusive of turnover tax, but including all other taxes, duties, fees and costs, including, but not limited to, the costs of the agreed deviating method of delivery and delivery to the agreed location(s) and packaging.
- 6.2 Unless otherwise specified in the Purchase Order, Tchai has a payment term of sixty (60) days for invoices. If the invoice is disputed by us within this payment period, giving reasons, the payment obligation of Tchai will be suspended until we have reached agreement on this disputed invoice or an irrevocable court decision has been made on the disputed invoice.
- 6.3 For reasons of efficiency for you and for Tchai, all Tchai's enforceable claims and claims that have not been disputed or not been disputed in time can be set off against the enforceable and undisputed claims the Supplier has against Tchai.
- 6.4 In order to resolve potential disputes quickly and efficiently and to end any uncertainty about disputes as soon as possible, the Supplier's claims will lapse after 6 months from the date on which the Supplier became aware or could reasonably have been aware of such a right of claim against Tchai.
- 6.5 Tchai values a direct relationship with its Suppliers. That is why, as a Supplier, you cannot transfer, pledge or transfer ownership of the rights and obligations ensuing from the Purchase Order and/or Agreement to a third party without Tchai's prior written consent. Transferability of such a claim is therefore excluded for that reason as referred to in Section 3:83(2) of the Netherlands Civil Code.

Article 7. Delivery, ownership and risk

- 7.1 We agree that you will deliver the Products to the location or locations agreed upon by us, on the agreed date and, if possible, even the time and, if specified in the Purchase Order, according to the guidelines of Tchai. The most recently applicable Inco terms apply to the Delivery and Delivery is DDP at the location indicated in the Purchase Order or at a location agreed between us.
- 7.2 We must still check the quality of the delivered Products after Delivery. That is why Tchai's receipt of the Products only counts as delivery, but does not constitute acceptance of the Products delivered, either in terms of quantity or quality.
- 7.3 Timely delivery is very important to us. That is why the agreed delivery times are strict deadlines, unless we have agreed otherwise. This means that if you exceed such a strict deadline, you will be in default, with the possible consequence that we can terminate the Agreement with you. In addition, we could also claim compensation from you for the loss suffered by us. For that same reason, you cannot suspend your delivery obligations, not even if you believe you are entitled to suspension. For the same reason, you may not assign the Delivery in whole or in part to third parties without our consent.
- 7.4 Unless we agree otherwise, you will not make partial deliveries to us. If partial deliveries have been agreed, Delivery is also understood to be a partial delivery for application of these Terms and Conditions.

- 7.5 We may conduct an audit or have one carried out to give us insight into the quality of your production process and to see whether you meet the principles of corporate social responsibility. It goes without saying that that production process meets the legal and other requirements set on it. You will cooperate in this audit and provide all necessary information and/or written documents to us.
- 7.6 Ownership and risk of the Products delivered by you transfers to us at the moment of Delivery, unless agreed otherwise in writing or unless the Product is rejected by us after Delivery.
- 7.7 You guarantee that you are owner of the Products to be delivered without restrictions.
- 7.8 With a view to our free and unlimited use of the Products delivered and to be delivered by you, you waive any possessory lien, right of recovery and retention of title.

Article 8. Intellectual property

- 8.1 As far as you are aware, the delivery of the Products and Services and the subsequent use of these Products by Tchai do not infringe any Intellectual property right of yourself, companies associated with you or third parties. In this context, the intellectual property right to a Product or Service comprises all rights to and related to the Products and/or Services, including copyrights, trademark rights, patent rights, design rights and database rights and rights to know-how and recipes, including equivalent rights.
- 8.2 As such, it is logical that you indemnify Tchai against, and compensate Tchai for, all costs and loss arising from claims by third parties based on the assertion that a Product (including packaging) infringes an intellectual property right of that third party. Tchai will, of course, inform you as soon as possible of an alleged infringement, following which you will be responsible for handling the case, including reaching any settlements, and all costs related to this.
- 8.3 If third parties claim intellectual property rights to the Products and/or Services, you must report this to Tchai as soon as possible. If indicated by Tchai, it is authorised to handle such claims to the exclusion of the Supplier, including reaching any settlements. You will provide all necessary assistance in this and follow Tchai's instructions carefully.
- 8.4 Unless agreed otherwise, the intellectual property rights arising in respect of the performance of work for the Services or after Delivery of the Products are vested in Tchai. These rights are transferred based on the Purchase Order or Agreement.

Article 9. Confidentiality

- 9.1 There is a possibility that you hear or see confidential information about us before or at the time of concluding or executing the Agreement. You are not allowed to disclose this confidential information to third parties without our prior written consent. Information is considered to be confidential if such has been communicated by us to you or if this follows from the nature of the information. Should you act contrary to this clause, you will be fully liable for the damage or loss suffered and to be suffered by us.
- 9.2 The provisions of this article also remain in force after every relationship between you and us has ended.

Article 10. Contract term, suspension, termination, cancellation of the agreement.

- 10.1 If you, as a Supplier, do not, not properly or not timely fulfil your obligations, are declared bankrupt, apply for a moratorium

on payments, are placed under guardianship, transfer your shares to a third party as a result of which you no longer have a majority of the shares, cease or liquidate your business, or if you are confronted with important changes in your financial resources, Tchai will be entitled to dissolve the agreement with you without judicial intervention, without prejudice to our further rights to compensation. In that case, Tchai will also be authorised to suspend its obligations.

10.2 If we have concluded a permanent agreement, both parties will have the right to terminate the agreement in writing subject to 30 days' notice. This is different if we have made other agreements. If we have concluded a fixed-term agreement, only Tchai will be able to terminate it in writing subject to 30 days' notice. We will, of course, inform you in a timely manner when we want to rely on termination and what consequences the termination will have for the remaining term of the agreement.

Article 11. Personal data

- 11.1 If you obtain personal data on behalf of Tchai, these personal data will remain our property. You will have the right to process the personal data for the implementation of the Agreement or Purchase Order and can therefore not claim any right with regard to these personal data.
- 11.2 You guarantee that you comply and will comply fully with all obligations laid down in the General Data Protection Regulation (GDPR) or any other laws and regulations that apply to the processing of personal data. Moreover, you also take appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing. Taking into account the state of the art, these measures guarantee an appropriate level of security and are aimed in part at preventing unnecessary further processing of the personal data.
- 11.3 You will always cooperate with Tchai and provide information to ensure that Tchai can meet its obligations under the GDPR. In that context, you will comply with instructions given or requests made by Tchai.
- 11.4 In the event of (i) unauthorised access, processing, deletion, mutilation, loss or any form of unlawful processing of the personal data or (ii) an incident that can lead to unlawful processing, you must report this to Tchai as soon as possible but no later than 24 hours after the discovery thereof. In doing so, you will provide all relevant information regarding the nature of the incident, the risk that data have been or may be processed unlawfully and the measures that have been or will be taken to resolve the incident or to limit the consequences/damage as much as possible.

Article 12. Applicable law and disputes

- 12.1 The Agreement and the Purchase Order are always subject to Netherlands law. The United Nations Convention on Contracts for the International Sale of Goods explicitly does not apply.
- 12.2 We will, of course, always try to resolve disputes in mutual consultation first. However, if this is unsuccessful, the dispute will have to be submitted to the court. This will be the court in the district where Tchai has its registered office. This is only different if the law requires a different competent court. In that case, the dispute will be presented to the court designated by law.

Article 13. Location, amendment of the terms and conditions

- 13.1 These Terms and Conditions have been filed with the Chamber of Commerce under number: 24177191.
- 13.2 The most recently filed version applies, or the version that applied at the time the legal relationship between us was established.
- 13.3 The interpretation of these Terms and Conditions is always based on the Dutch text thereof.

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Article 14. Final provisions

- 14.1 Even after the relationship between Tchai and the Supplier ends, the provisions from the Terms and Conditions that by their nature are intended to be valid even after the relationship has ended will remain in force.
- 14.2 If any provision in the Terms and Conditions or an Agreement concluded between the parties is void or voided, or cannot otherwise be invoked effectively, the remaining provisions will remain in full force and we will act in respect of the affected provision to the extent possible within the limits of the law, with due observance of the purpose and scope of the said provision.