



Definitions

1. De Kruidenaer: De Kruidenaer B.V., established in Etten-Leur under CoC no. 20110459.
2. Customer: the person with whom De Kruidenaer has concluded an agreement.
3. Parties: De Kruidenaer and Customer jointly.

Applicability terms and conditions

1. These conditions are applicable to all quotations, offers, activities, orders, agreements, and deliveries of services or products by or on behalf of De Kruidenaer.
2. Parties can only deviate from these conditions if they have established such expressly and in writing.
3. Parties expressly exclude the applicability of additional and/or deviating terms and conditions of the Customer or of third parties. Even if the conditions of the Customer contain a provision with the same purport as indicated above, the Terms and Conditions of De Kruidenaer at all times prevail over such possible conditions of the Customer.
4. These terms and conditions are effective both in- and outside the Netherlands, regardless of the place of residence or establishment of the parties involved in any agreement, as well as regardless of the place where the agreement was adopted.
5. If there is ambiguity regarding the interpretation of one or several provisions of these terms and conditions, then the interpretation must take place 'in the spirit' of these provisions.
6. If a situation occurs between De Kruidenaer and the Customer that has not been arranged for in these terms and conditions, then this situation must be assessed 'in the spirit' of these terms and conditions.
7. If De Kruidenaer does not constantly demand strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that De Kruidenaer were to forfeit the right to any degree to demand strict compliance with the conditions in other cases.

Offers, quotations

1. Every offer and each quotation of De Kruidenaer is effective during the term indicated therein. An offer or quotation in which no term of validity is listed is non-committal. Offers or quotations do not automatically apply to future orders.

2. De Kruidenaer cannot be held to their quotations or offers if the Customer can reasonably understand that the quotations or offers, or a part thereof, contain an apparent mistake or typing error.
3. If the acceptance by the Customer (whether or not on minor points) deviates from the proposal stipulated in the quotation or the offer, then De Kruidenaer is not bound by it. In such case, the agreement is not adopted in accordance with this deviating acceptance, unless De Kruidenaer indicates otherwise.

Adoption agreement

1. An agreement for the delivery of products and/or to provide other possible services is adopted as soon as De Kruidenaer accepts an order of the Customer in writing by way of an order confirmation or by implementing the order.
2. Modifications and additions to any provision in the agreement and/or order are only valid if and to the extent accepted by De Kruidenaer in writing.
3. De Kruidenaer has the right to refuse orders or to subject the order to certain conditions. If an order is not accepted, De Kruidenaer communicates this within ten (10) days after receipt of the order.
4. De Kruidenaer reserves itself the right to apply changes to the composition of the products to be delivered by them at all times.
5. De Kruidenaer is not obliged to take back the products that were ordered by the Customer erroneously.

Prices

1. All prices applied by De Kruidenaer are in Euros, exclusive of VAT and other government-imposed levies, and exclusive of other possible charges, such as administration costs, duties, and travel, shipping, or transportation costs, unless expressly stated otherwise or established otherwise.
2. All prices applied by De Kruidenaer for their products or services can be changed by De Kruidenaer at all times. De Kruidenaer will communicate the substantiation for the price increase prior to the change to the Customer in writing.
3. Increases of the prices of cost, also including, though not limited to, the prices of utilities, of products or of parts thereof, that De Kruidenaer was unable to foresee at the time of making the offer or respectively the moment of adoption of



the agreement, may be grounds for price increases.

Place, term, and manner of delivery

1. Delivery occurs ex location Etten-Leur.
2. The shipping or transport of the products occurs at the expense and risk of the party procuring the transportation of the products, unless indicated otherwise by De Kruidenaer in writing.
3. If it has been established that the transportation will be taken care of by or via De Kruidenaer, acceptance occurs at the moment of delivery at the established location. The products are not insured during transport by and at the expense and risk of De Kruidenaer, unless established otherwise in writing.
4. An established delivery term only enters into effect at the moment that De Kruidenaer has received all information required for the delivery and such (advance) payment as may have been established from the Customer. If a delay occurs as a result, the delivery term is extended proportionally.
5. Established delivery terms can never be considered strict time limits. If De Kruidenaer does not or does not timely comply, the Customer must declare them in default in writing and thereby grant them a reasonable term to still comply with these delivery obligations.
6. A delay in delivery does not confer the right to compensation (of damages), to rescission, or to cancellation of the agreement to buyer.
7. The risk of the goods falls to the buyer as from the moment of delivery of the goods and, if buyer does not collaborate with delivery, as from the time that he has refused to accept.
8. De Kruidenaer has the right to deliver in batches, whereby each partial delivery can be invoiced separately.
9. De Kruidenaer has the right to bill the Customer an established user fee for multi-use packaging and other durable material, which fee will be indicated separately on the invoice.
10. De Kruidenaer has the right to deploy third parties for the implementation of the agreement.

Samples/models

If the Customer has received a sample or model of a product, then he cannot derive any rights therefrom other than that they are an indication of the nature of the product, unless De Kruidenaer has indicated otherwise in writing.

Payments and payment term

1. The Customer must pay bills within 14 days after invoice date to De Kruidenaer, unless Parties have made different arrangements concerning or a different payment term is stated on the invoice.
2. Payment terms are considered strict due dates. That means that if the Customer has not settled the established amount at the latest on the last day of the payment term, he falls into default legally, without De Kruidenaer needing to send the Customer a warning or to declare his default respectively.
3. Discounts, deductions, setoffs, or suspensions of the payment of the invoice by the Customer are not permitted.
4. De Kruidenaer reserves itself the right to subject a delivery to the condition of immediate payment or to demand the lodging of a security for the total amount of the services or products.
5. Objections against the amount of an invoice do not suspend the payment obligation.
6. Payments made by the Customer are first deducted by De Kruidenaer from all interest and costs owed and subsequently from the payable invoices that have been outstanding the longest.

Consequences of non-timely payment

1. If the Customer does not pay within the established term, then De Kruidenaer has the right to bill an interest equal to the statutory commercial interest rate plus 4% as from the day that the Customer is in default, whereby a part of a month is counted as an entire month.
2. In case the Customer is in default, he furthermore owes extra-judicial collection costs and a possible compensation of damages to De Kruidenaer.
3. The collection costs are calculated based on the decree on extrajudicial collection costs 'Besluit vergoeding voor buitengerechtelijke incassokosten'.
4. In case the Customer does not pay timely, De Kruidenaer may suspend their obligations until the Customer has complied with his payment obligation.
5. In case of the liquidation, bankruptcy, seizure, or suspension of payment on the part of the Customer, the claims of De Kruidenaer on the Customer become instantly payable.
6. If the Customer refuses to collaborate with the implementation of the agreement by De



Kruidenaer, then he is still obliged to pay the established price to De Kruidenaer.

Right of complaint

1. As soon as the Customer is in default, De Kruidenaer has the right to invoke the right of complaint with respect to the unpaid products delivered to the Customer.
2. The Kruidenaer invokes the right of complaint by way of a written or electronic statement.
3. As soon as the Customer has been informed of the invoked right of complaint, the Customer must immediately return the products that this right is in regard to, to De Kruidenaer, unless parties make different arrangements concerning.
4. Complaints with regard to a part of the delivered matters cannot constitute grounds for the rejection by the Customer of the entire delivery.
5. If De Kruidenaer holds that the products delivered by them and returned do not meet requirements in quality reasonably to be set for them and the complaints were submitted properly, including substantiation, to De Kruidenaer, then De Kruidenaer has the right to replace the products. If De Kruidenaer replaces the products, De Kruidenaer will be fully discharged in the matter of their obligation vis-a-vis the Customer on account of the relevant order and the Customer will not be entitled to any (additional) compensation of damages.
6. The costs for recovering or bringing back the products are borne by the Customer.
7. Products delivered by De Kruidenaer and received by the Customer may exclusively be returned following the written permission of De Kruidenaer. The costs of the return shipments are borne by the Customer, unless the complaint with regard to the products is legitimate.

Right of suspension

Unless the Customer is a consumer, the Customer waives the right to suspend compliance with any undertaking flowing from this agreement.

Right of retention

1. De Kruidenaer can appeal to their right of retention and in such case keep products of the Customer under their control, until the Customer has settled all still outstanding accounts with respect to De Kruidenaer, unless the Customer has lodged sufficient security for those costs.

2. The right of retention is also effective on grounds of earlier agreements from which the Customer still owes payments to De Kruidenaer.
3. De Kruidenaer is never liable for any possible damage that the Customer possibly incurs as a result of exercising their right of retention.

Retention of title

1. De Kruidenaer remains the proprietor of all delivered products and packaging material until the Customer has fully settled all his payment obligations with respect to De Kruidenaer on grounds of any agreement whatsoever that was concluded with De Kruidenaer, also including claims regarding the falling short with compliance.
2. Until such time, De Kruidenaer can appeal to his retention of title and take back the products and/or packaging.
3. Before the property has been transferred to the Customer, the Customer may not pawn, sell, dispose of, or otherwise encumber the products.
4. If De Kruidenaer invokes his retention of title, the agreement counts as rescinded and De Kruidenaer has the right to claim damages, lost profit, and interest.
5. The Customer must keep the products and the packaging with care and as the identifiable property of De Kruidenaer for as long as they are subject to the retention of title.
6. The Customer must always do everything that can reasonably be expected of him to secure the property rights of De Kruidenaer with regard to the products. The Customer furthermore commits himself to insure and keep insured the matters delivered under retention of title under the customary insurance terms. In case of a possible disbursement, De Kruidenaer is entitled to this disbursement. To the extent necessary, the Customer commits himself vis-a-vis De Kruidenaer in advance to render his assistance for everything that may (turn out to) be required or desirable in this context.
7. In the event De Kruidenaer wants to exercise its property rights as indicated in this article, the Customer grants its unconditional permission in advance to De Kruidenaer and third parties to be designated by De Kruidenaer to enter all those places where the property of De Kruidenaer is located and to take those back.
8. In case of an attachment to the charge of the Customer or of suspension of payments or bankruptcy of the Customer, the Customer will



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forthwith inform the relevant bailiff, administrator and/or liquidator of the retention of title of De Kruidenaer stipulated in this article.

Storage

1. If the Customer takes products ordered later than the established delivery date, the risk of a possible loss of quality falls entirely to the Customer.
2. Any additional costs as a result of the premature or late acceptance of products are borne entirely by the Customer, also including, though not solely, the costs for storage.

Indemnification

The Customer safeguards De Kruidenaer against all third-party claims that are related to the products and/or services delivered by De Kruidenaer.

Intellectual property

1. The intellectual property rights to the products, advice, drawings, samples, and models delivered by De Kruidenaer continue to lie with De Kruidenaer or with third parties.
2. Barring to the extent the Customer were to be compelled to do so by the authorities, it is not permitted to the Customer to change and/or remove brand and/or identifying marks applied to the packaging of products delivered to him, or to modify or forge the packaging of the products or any part thereof.

Complaints

1. The Customer must check the delivered products for correctness and quality immediately after receipt. Any possible complaints must be reported in writing, including substantiation, within 12 hours after receipt of the products.
2. If a product delivered or a service provided does not correspond with what the Customer was reasonably allowed to expect of the agreement, then the Customer must accordingly inform De Kruidenaer as soon as possible, though in any event within 12 hours after identifying the shortcomings.
3. The Customer thereby gives a description of the shortcoming with the greatest possible detail, so that De Kruidenaer is able to respond adequately.
4. The Customer must prove that the complaint regards an agreement between parties.

Default notice

1. The Customer must communicate default notices in writing to De Kruidenaer.
2. It is the responsibility of the Customer that a default notice effectively reaches De Kruidenaer (timely) as well.

Several and joint liability Customer

If De Kruidenaer enters into an agreement with multiple customers, each of them is severally and jointly liable for the full amounts they owe to De Kruidenaer on grounds of that agreement.

Liability De Kruidenaer

1. De Kruidenaer is exclusively liable for any damage the Customer incurs if and to the extent that damage was caused by wilful intent or deliberate recklessness.
2. If De Kruidenaer is liable for any damage, it is only liable for direct damage that flows from or is related to the implementation of an agreement. By direct damage is intended the reasonable costs to determine the cause and the scope of the damage, to the extent the determination regards damage in the sense of these conditions, such reasonable costs as may be incurred to render the defective performance of De Kruidenaer compliant with the agreement, to the extent such can be attributed to De Kruidenaer, and reasonable costs incurred to prevent or mitigate damage as intended in these terms and conditions.
3. De Kruidenaer is never liable for indirect damage, such as consequential damage, lost profit, missed savings, or damage to third parties.
4. De Kruidenaer is not liable and the Customer cannot appeal to the applicable lifecycle or warranty if the damage has occurred due to inexpert use, use in violation of any instructions that may have been given, use after the use-before date, or due to inexpert storage.
5. If De Kruidenaer is liable, then this liability is limited to the amount that is disbursed by a (professional) liability insurance that was taken out and in the absence of (full) disbursement by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount that the liability is in regard to.
6. All pictures, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and only count as an approximation and cannot form grounds for compensation of damages and/or (partial)



rescission of the agreement and/or suspension of any obligation.

Limitation period

Any right of the Customer to compensation of damages from De Kruidenaer lapses in any event 12 months after the event from which the liability flows directly or indirectly.

Right to suspension and rescission

1. De Kruidenaer has the right to rescind the agreement with the Customer or to suspend compliance with the obligations flowing from the agreement, if the Customer does not fully or does not timely comply with his obligations from the agreement, and this non-compliance justifies the rescission, or if De Kruidenaer has taken cognisance of circumstances that provide legitimate grounds for him to fear that the Customer will not be able to properly comply with his obligations or if due to the delay on the part of Customer it can no longer be demanded of De Kruidenaer that he will comply with the agreement on the conditions originally established. De Kruidenaer is furthermore authorised to rescind the agreement if circumstances occur that are of such a nature that compliance with the agreement is impossible, or if circumstances occur otherwise that are of such a nature that the unaltered maintaining of the agreement cannot reasonably be demanded of De Kruidenaer.
2. If the agreement is terminated, the claims of De Kruidenaer on the Customer become instantly payable. If De Kruidenaer suspends compliance with the obligations, they retain their entitlements from the law and the agreement.
3. If De Kruidenaer proceeds with suspension or rescission, he is not bound in any manner to compensate damage and costs that have arisen in any manner as a result.

Force majeure

1. As an addition to what is established in article 6:75 Civil Code (BW) it applies that a shortcoming of De Kruidenaer in complying with any obligation with respect to the Customer cannot be attributed to De Kruidenaer in a situation that is independent of the will De Kruidenaer, with the result that compliance with his obligations with respect to the Customer is

prevented entirely or in part or as a result of which compliance with his obligations cannot reasonably be demanded of De Kruidenaer.

2. Also counted under the situation of force majeure referred to in section 1 are - though not exclusively: state of emergency (such as civil war, revolt, rioting, natural disasters, etc.); non-performance and force majeure on the part of suppliers, forwarders, or other third parties; unexpected malfunctions of power, electricity, the internet, computers, and telecom; computer viruses, strikes, government measures, unforeseen transportation issues, epidemics and/or pandemics, bad weather conditions, illnesses or plagues. and work interruptions.
3. If a situation of force majeure occurs with the result that De Kruidenaer is unable to comply with one (1) or more obligations towards the Customer, then those obligations are suspended until De Kruidenaer is able to comply again.
4. From the moment that a situation of force majeure has lasted for at least 30 calendar days, both parties may rescind the agreement entirely or partially in writing.
5. De Kruidenaer does not owe any compensation (of damages) in a situation of force majeure, not even if they enjoy any advantage as a result of the situation of force majeure.

Modification of the agreement

If it turns out to be necessary after conclusion of the agreement for the implementation thereof to modify or supplement the content thereof, then Parties timely modify the agreement correspondingly in mutual consultation.

Modification terms and conditions

1. De Kruidenaer has the right to modify or supplement these terms and conditions. De Kruidenaer will inform the Customer of such modifications in writing.
2. Modifications of minor importance can be implemented at all times.
3. Major substantive modifications will be discussed in advance by De Kruidenaer as much as possible with the Customer.
4. Consumers have the right in case of a substantial modification of the terms and conditions to cancel the agreement.

Transfer of rights



1. Rights of the Customer from an agreement between Parties cannot be transferred to third parties without the prior written consent of De Kruidenaer.
2. This provision counts as a clause with effect in the field of property law as intended in article 3:83, second section, Civil Code (BW).

Consequences of voidness or annulability

1. In case one or several provisions of these terms and conditions turn(s) out to be void or annulable, then this does not impair the remaining provisions of these conditions.
2. A provision that is void or annulable is replaced in such case by a provision that approximates most closely what De Kruidenaer had in mind in the matter when drawing up the conditions.

Processing personal data

The Customer hereby grants permission to De Kruidenaer for the processing of all data of the Customer that are required for the implementation of the agreement between the Customer and De Kruidenaer, as well as for the processing of all data that are provided to De Kruidenaer by the Customer during the term of the agreement and/or prior to conclusion of the agreement. The Customer and De Kruidenaer acknowledge that the processing of these data is necessary for the implementation of the agreement in order to comply with the legal obligation(s) of De Kruidenaer to protect the vital interest of the Customer, or to defend the legitimate interests of De Kruidenaer. De Kruidenaer will not use these data for a different purpose that is necessary for the implementation of the agreement, or in order to comply with any legal obligation.

The Customer furthermore presently grants permission already for such case to De Kruidenaer to keep the data for as long as any (legal or fiscal) retention period applies for De Kruidenaer. The data will be kept in any event for a period of at least five (5) years after the end of the agreement.

Consumer law

If and to the extent the Customer is a natural person and one of the aforementioned provisions does not correspond with the statutorily arranged consumer law, the legal provisions with respect to consumer law will be observed.

Applicable law and competent court of law

1. To each agreement between Parties, exclusively Netherlands law is applicable.
2. The Netherlands court of law in the district where De Kruidenaer is established/holds office is exclusively competent to hear any possible disputes between Parties, unless the law prescribes differently in a mandatory manner.

Version 1.0
Drawn up on 11 October 2021