

## (A) SALES CONDITIONS

### Article 1 – Definitions and applicability

1.1 For the purposes of these general terms and conditions, the following definitions apply:

- “Taxes” means any applicable taxes, duties, levies and/or charges levied in a particular country on the Products and/or supply thereof;
- “Den Ouden”: Den Ouden GrowSolutions B.V.;
- “Services”: all services provided by Den Ouden;
- “Buyer”: the counterparty of Den Ouden;
- “LC”: Letter of Credit
- “Supplier”: the counterparty of Den Ouden that supplies goods or services to Den Ouden;
- “Fertilizer”: Fertilizer in accordance with the “Meststoffenwet” dated 27 November 1986 and the resulting (implementing) decrees “Uitvoeringsbesluiten” or possibly revised (implementing) decrees in the future;
- “Order Confirmation”: written or digital confirmation of an order or quotation by an authorised representative on behalf of the Seller, which may also consist of a PFI (pro forma invoice) or a sales contract;
- “Agreement”: the agreement entered into by Den Ouden and Koper;
- “Parties” means the Buyer and the Seller or Supplier and the Elder together;
- “Products”: all goods produced and sold by Den Ouden;
- “Residues”: all organic and non-organic substances and objects other than waste, construction material or unprocessed, animal Fertilizer such as, among others, vegetable fertilizer, substrates, humic and fulvic acids, seaweed and plant extracts, protein hydrosates, bacteria and fungal inoculants.
- “TDS” means data sheets developed by Seller in relation to the Products;
- “Products”: the goods sold by Den Ouden;
- “Specifications” means the specifications mentioned on the Technical Data Sheets or TDS;
- “Seller”: Den Ouden;
- “Terms and Conditions” means these general terms and conditions

1.2 These Terms and Conditions apply to

all current and future enquiries, quotations, offers, assignments, purchase orders, order confirmations, Agreements and Services between Seller and Buyer.

1.3 Deviation and/or addition to these Terms and Conditions can only be agreed in writing.

1.4 General terms and conditions, under whatever name, of the Buyer are explicitly inapplicable.

1.5 These Terms and Conditions have been drawn up in Dutch. This (AI)translation is made for the sole purpose of clarification for the Buyer. In the event of a conflict between the Dutch version of the Terms and Conditions and the Terms in this translated version, the Dutch version of these Terms and Conditions shall prevail.

1.6 The Party with whom an agreement is closed once before on which the Terms and conditions apply agrees to the applicability of these Terms and Conditions to subsequent agreements between the Parties.

1.7 If any provision of these Terms and Conditions is void (nietig) or voidable (vernietigbaar), this shall not affect the validity of the remaining Terms. The parties are deemed to have agreed on a legally valid provision that is as close as possible to that void or voidable provision in terms of content and purport.

### Article 2 – Corporate Social Responsibility

2.1 Den Ouden attaches great importance to corporate social responsibility (CSR). It has defined seven core themes that it has incorporated into its business operations. Contracting parties that do business with Den Ouden conform to Den Ouden’s CSR objectives, in particular insofar as they relate to human rights, the environment, a good labor market policy and fair business. The extensive CSR policy of Den Ouden can be read on the website Van Den Ouden.

### Article 3 – Conclusion of the Agreement

3.1 Quotations made by Seller in any form whatsoever are not binding on Seller, but only constitute an invitation to place an order.

3.2 All quotations issued by the Seller are irrevocable and can be changed and/or

supplemented without (prior) notice.

3.3 Every quotation issued by the Seller is completely without obligation, even if the quotation contains a period for acceptance.

3.4 A Quotation without an acceptance period must be accepted within two months, after two months the offer must be considered expired unless Den Ouden indicates that the offer from the quotation is still valid.

3.5 Agreements are only binding after an order confirmation has been sent. If the Buyer is not established in Europe, an Agreement will be concluded in a binding manner after the Buyer has proceeded to payment, or the handing over of a so-called Letter of Credit by a party acceptable to the bank of Den Ouden, or by handing over a bank guarantee, unless expressly agreed otherwise in the Agreement.

3.6 The Commercial Invoice is determined after the exact quantities are weighed and counted, therefore it may differ from the Proforma Invoice (PFI).

3.7 The Seller is allowed to refuse an order at any time without giving reasons.

3.8 An offer is based on the laws and regulations in force at the time of submission of the offer.

3.9 Unless otherwise agreed, the circumstance that the Parties regularly give each other assignments never results in a continuing performance agreement (duurovereenkomst) arising between the Parties that must be terminated by the Parties, nor does it include the obligation for the Seller to issue new offers under the same or similar conditions.

3.10 When the Parties work with an LC, the clauses in the LC prevail when they deviate from the Agreement.

#### **Article 4 – Information products**

4.1 The Seller delivers in accordance with the information on the Technical Data Sheets, which are sent on request and/or published on the website.

4.2 Considering the provisions of Article 4.1, the Buyer is deemed to have already informed itself adequately about the Products and the instructions for use when placing an order. Except as provided in clause 8, any samples provided to Buyer are provided for informational purposes only, and do not in any way imply any express or

implicit conditions or warranties of any kind.

#### **Article 5 – Price/Rates**

5.1 The prices quoted by Seller are in Euros, unless specifically stated otherwise, and are exclusive of sales tax due and/or all other applicable Taxes and/or bank charges.

5.2 If the Parties choose to pay the price in a different currency, the Buyer is obliged to compensate the Seller in full if the exchange rate of the chosen currency is lower at the time of payment than at the time of issuing the quotation or signing the Agreement.

5.3 The amount of Taxes to be levied on Buyer in connection with the sale of the Products shall be borne by Buyer, and shall be stated on each invoice or charged separately by Seller to Buyer.

5.4 If the Seller grants a discount, this discount will only apply to the delivery specifically specified in the Order Confirmation.

5.5 The Seller is at all times entitled to increase the price of Products or Services to be delivered if the cost-determining factors have been subject to an increase beyond its control, for example in the event of an increase in labor costs, insurance costs, transport costs, raw material costs, energy prices and processing prices as well as in the event of an increase in Taxes. The Buyer will be informed of such a price change by the Seller as soon as reasonably practicable.

5.6 A change in rates for Services to be performed will take effect on the first day of the month after notification of the rate change by the Seller to the Buyer.

#### **Article 6 – Payment**

6.1 Unless otherwise agreed in writing, invoices must be paid in advance.

6.2 Payment is made by bank transfer to the bank account mentioned on the invoice, without tax deduction, discount or set-off.

6.3 In order to secure the fulfilment of the Buyer's obligations under the Agreement, the Seller is entitled to require an unconditional and irrevocable financial guarantee from an institution acceptable to the Seller. The costs of the financial guarantee shall be borne by the Buyer.

6.4 In the event of default of payment within the stipulated period, the Buyer will immediately be in default and, in addition to the Dutch statutory commercial interest

(wettelijke handelsrente), a penalty interest of 1.5% (one and a half percent) per month will apply from the due date, until all outstanding invoices have been paid in full.

6.5 If the Seller has not received payment, whether or not after a written reminder, it is entitled to hand over its claim without further notice and the Buyer will also owe the associated costs, plus VAT.

6.6 In the event of disputes arising between the Seller and the Buyer, including the collection of overdue payments, all associated costs incurred by the Seller (including lawyers' fees, expert fees, court fees and other legal costs) will be borne in full by the Buyer, with a minimum of 15% of the principal amount.

6.7 Payments made by the Buyer are always first deducted from costs and interest due (in this order) and then deducted from principal amounts, with old claims taking precedence over new claims.

6.8 Seller is free to suspend all its obligations to deliver Products and Services until all outstanding invoices have been paid.

6.9 Complaints regarding an invoice must be submitted to Seller within two (2) business days of the invoice date. After that, the Buyer will be deemed to have approved the invoice and agreed to its contents.

### **Article 7 – Delivery and acceptance**

7.1 At the request of Buyer, Den Ouden supplies Products such as Fertilizers and Residues to Buyer.

7.2 The Buyer is obliged to accept the order for the delivery of Fertilizers or other Products on the agreed date and place. If the Buyer does not comply with this obligation, Den Ouden is entitled to charge the Buyer in full for all costs involved in the storage or return of the Products, insofar as these costs exceed the penalty interest of 1.5% per month.

7.3 Unless expressly stated otherwise in the Order Confirmation, all Products are supplied on the basis of FCA, whereby "FCA" shall have the meaning ascribed to it by the International Chamber of Commerce (ICC) in the latest version of the published INCOTERMS at the time of the Order Confirmation.

7.4 Unless expressly stated otherwise in the Order Confirmation, the times and/or dates for delivery by Seller are estimates and not strict deadlines. Seller is permitted to deliver

the Products in parts and invoice them separately. Under no circumstances shall the Seller be liable for any form of indirect and/or consequential damage caused by delay in delivery.

7.5 Any delay in the delivery of Products does not relieve Buyer of its obligation to take delivery and pay for them. Deviations in the quantity of Products delivered compared to the quantity stated in the Order Confirmation do not entitle Buyer to refuse the Products. Buyer is obliged to pay the rate stated in the Order Confirmation for the quantity of Products delivered.

7.6 Exceeding the delivery time does not oblige Den Ouden to pay any compensation. Under no circumstances will Den Ouden be liable for any form of indirect and/or consequential damage caused by delay in delivery.

7.7 The risk of the Products shall be transferred to the Buyer upon delivery in accordance with Article 7.3. Products of which transport has been suspended pending payment by Buyer, as well as Products that have been wrongfully refused or not taken by Buyer, will be held and stored by the Seller at the expense and risk of the Buyer for the duration of a maximum of 10 calendar days.

7.8 The Buyer is also obliged to accept the Products if they are delivered with a slight deviation in the packaging. The Buyer will make every effort to sell them nevertheless. If the Buyer experiences serious problems, the Seller and the Buyer will seek a solution in consultation.

7.9 If the Parties have agreed that the Seller will take care of the customs formalities, the Buyer must provide the Seller with all necessary information and documents in a timely manner. If this has not been done and/or if the Buyer has been sent digital documents for verification in advance, the Buyer cannot hold the Seller liable if damage or delay occurs due to customs formalities.

### **Article 8 Cancellation**

8.1 Cancellation is not permitted as Products are produced for the Buyer.

8.2 If the Buyer wrongfully refuses or rejects Products, cancels them in violation of these general terms and conditions, does not clear them from customs,

collects them from the carrier or refuses to acknowledge them, then the Seller is entitled, in addition to full payment in accordance with article 6 of these general terms and conditions, to fully charge the Buyer for all additional damage and costs for, for example, but not limited to, storage, transport, etc.

8.3 If Seller agrees to the cancellation, Seller may choose between claiming full payment as set out in clause 6 or – in addition to any other damages caused by such action – recovering:

- a. in the event that the Products cannot reasonably be resold by Seller to a third party, the price of those Products; or
- b. in the event that the Products can be resold by the Seller, compensation equal to 50% (fifty percent) of the price applicable to the Products.

### **Article 9 – Inspection**

9.1 Both upon delivery and during use, processing, transport, storage and sale of the Products (the “Application”), Buyer must inspect the Products and ensure that the Products delivered meet all contractual requirements.

9.2 Complaints relating to the Products must be made in writing and received by the Seller no later than 7 (seven) calendar days after the delivery date (in accordance with Incoterms) if it concerns a defect, omission or defect that can be apparent from reasonable inspection upon delivery, and at the latest within 7 (seven) days after the date on which all other claims have become apparent or could have become apparent, but in no case more than 1 (one) month after the agreed delivery date for the Products in question. Application or processing of the Products by Buyer shall constitute unconditional acceptance of the Products and waiver of all claims relating to those Products.

9.3 The determination of whether or not the delivered Products comply with the specifications agreed for the Products as stated in the Order Confirmation or – if no specifications have been agreed – with the most recent specifications maintained by the Seller at the time of delivery of the Products, as set out in the Technical Data Sheets (the ‘Specifications’), shall be

made solely on the basis of an analysis of the samples of those Products and/or administrative data with regard to those products as they have been taken out of the production series by the Seller and are kept by the Seller for that purpose.

9.4 Products of which the Seller permits or indicates in writing that they may or must be returned, will be returned to the Seller at the risk of the Buyer, to the destination to be specified by the Seller.

9.5 Defects in any part of the Products mentioned in the Order Confirmation do not entitle the Buyer not to purchase any of the Products. Any complaints do not affect the Buyer’s obligation to pay, as defined in Article 7. Upon receipt of a notice of a defect, the Seller is entitled to suspend all further deliveries until it has been established that the complaints are unfounded and/or until they have been refuted, or until the defect has been remedied in the expert opinion of the Seller.

9.6 Buyer is liable for damage to the containers in which the Products have been transported, unless Buyer can prove that the containers were damaged before they arrived at Buyer.

### **Article 10 – (extended) retention of title**

10.1 Seller reserves ownership (eigendomsvoorbehoud) of the Products delivered and to be delivered until all current and future claims of Seller against Buyer have been settled, including any damages, costs, interest and penalty. This shall also apply if the payment is secured. All goods delivered to the Buyer are thus deemed to have been delivered on the basis of unpaid invoices. As long as all Products ordered and/or delivered have not been paid for in full, the Seller is irrevocably authorised and entitled to take back the Products present at the Buyer and previously delivered by the Seller, without judicial intervention.

10.2 As long as the Buyer has not fulfilled the above payment obligations, the Buyer is not entitled to establish a right of pledge or a non-possessory right of pledge on the Products delivered by the Seller for the benefit of third parties, or to lend or rent these Products out of his power in any way or title whatsoever, subject to the provisions of paragraph 3 of this article. In the

event of seizure of the delivered Products by a third party, for whatever reason, the Buyer is obliged to notify the Seller immediately in writing.

10.3 As long as the Buyer has not paid all above mentioned claims, the Buyer is permitted to use the Products in the ordinary course of business, except that, until the Buyer has paid for the Products in full, the seller shall be entitled to the rights of the Buyer against its customer(s). The aforementioned rights expressly include all claims against these customers. The Buyer will then transfer these rights to the Seller to the extent necessary, which transfer the Seller will accept now, for the time being.

10.4 At the first request of the Seller, the Buyer undertakes to assign the aforementioned claims to the Seller – or to pledge them at the Seller's discretion.

10.5 The Buyer is not permitted to alienate, encumber or enter into a legal transaction that obliges the buyer to relinquish all or part of that actual control over the purchased goods to one or more third parties.

10.6 If the Buyer does not comply with its obligations or if there is a well-founded fear that it will not do so, the Seller is entitled to remove delivered Products from the Buyer or third parties delivered Products on which the retention of title referred to in the first paragraph of this article rests. The Buyer is obliged to cooperate fully with this, under penalty of a penalty of 15% of the (invoice) amount owed by him per day or part thereof.

10.7 At the first request of the Seller, the Buyer undertakes:

- a. To insure and keep insured the Products delivered under retention of title against fire, explosion and water damage and against theft and to make the policy of this insurance available to the Seller for inspection;
- b. Pledge (cederen) all claims of the Buyer against insurers with regard to the Products delivered under retention of title to the Seller in accordance with Article 3:239 of the Dutch Civil Code;
- c. Pledge the claims that the Buyer obtains against its customers when reselling the Products delivered under retention of title to the Seller in accordance with Article 3:239 of the Dutch Civil Code;
- d. To state without delay the names and addresses of all third parties to whom he

has resupplied Products delivered by the Seller subject to retention of title, as well as all rights he has acquired vis-à-vis that third party in respect of such onward delivery.

10.8 If, after a summons from the Seller, the Buyer fails to cooperate as referred to in paragraph 5 above, it will forfeit an immediately due and payable penalty of 25% of the outstanding claim as well as an immediately due and payable penalty of 5% for each subsequent day during which the Buyer's default continues, without prejudice to the other rights of the Seller.

10.9 The Seller has the right to waive the retention of title by means of a statement by e-mail or regular letter. The seller can make use of this, for example, if, in view of the costs of exercising the retention of title, it is not appropriate to make use of the retention of title. The Seller may therefore choose to make use of its rights as described in Articles 6 and/or 8 at any time.

## **Article 11 – Guarantees**

11.1 Seller only warrants that the Products will comply with the Specifications stated in the Technical Data Sheets on the date of delivery. If and to the extent that there are Products that do not comply with that warranty, which will be determined and notified by Buyer in accordance with the provisions of Article 9 of these Terms and Conditions, then Seller is permitted, at its option, either to replace the Products free of charge, or to grant credit in respect of those Products in the amount of the original invoice price. Therefore, Seller's obligation is limited to replacing the Products only, or granting a credit for the Products.

11.2 In order to determine whether a Product complies with the Specifications, the analysis must be carried out by a certified laboratory that complies with the NEN-EN-ISO/IED 17025 standard or, when this standard has expired, the standard prescribed at that time in the Uitvoeringsregeling Meststoffenwet in accordance with the analysis method as prescribed in the Uitvoeringsregeling Meststoffenwet. If a Product has a CE mark, the analysis takes place in accordance with the CE regulations.

11.3 Products or components thereof sold may differ from the Specifications as stated on the Technical Data Sheets.

11.4 Warranties expire at the moment that Buyer or a third party engaged by or at the request of Buyer acts in violation of the regulations as stated in the Material Safety Data Sheets and/or Technical Data Sheets.

11.5 The above warranty is exclusive and replaces all other warranties (including those express, implied, statutory, contractual or otherwise).

### **Article 12 – Limitation of liability**

12.1 The liability of the Seller is limited to the provisions of this article.

12.2 The Seller is not liable for any (consequential) damage to be suffered by the Buyer or third parties, of whatever nature and extent, in connection with or arising from the performance of the agreement or the default thereof, unless there is intent or gross negligence.

12.3 Any liability on the part of the Seller for damage of any nature and extent whatsoever resulting from incorrect transport, incorrect storage, incorrect (re) packaging and/or improper use and/or application of Products is expressly excluded.

12.4 Nor shall the Seller be liable for any damage resulting from the fact that the Buyer or a third party on behalf of the Buyer has failed to comply with regulations set by or on behalf of the government with regard to transport, storage, (re)packaging or the use and/or application of Products delivered by the Seller to the Buyer.

12.5 Any liability on the part of the Seller for damage resulting from the presence of residue contamination (of whatever nature) in Seller's Products that are (partly) composed of raw materials purchased from third parties is expressly excluded.

12.6 In the event of damage which, according to this article, is attributable to the Seller, the latter shall under no circumstances be liable to the Buyer or third parties for more than the invoice amount of the Products delivered or what the Seller's liability insurer pays out as the case may be.

### **Article 13 – Third-party products**

13.1 In the event that the Seller delivers Products purchased from third parties to the Buyer, the Seller will never be obliged to do more than what would apply to the Seller in the relevant terms and conditions of delivery

and sale of that third parties. Upon request, these general terms and conditions will be sent to the Buyer.

### **Article 14 – Force majeure**

14.1 Den Ouden is in no way liable for damage and/or (expense) arising from or in connection with a failure to comply with an obligation towards the other party that is caused by a circumstance that is beyond the reasonable control of Den Ouden, including but not limited to natural disasters, nuclear disasters, war, laws and regulations, government action or other administrative measures, strikes, pandemic, difficulties in obtaining the necessary labor or raw materials, lack of logistical resources, disruptions in the logistics process, disruptions in factory or essential machinery, emergency repairs or maintenance, disruptions or a shortage of public facilities ('Force majeure').

14.2 Should a Force Majeure event occur, Den Ouden must immediately inform the Buyer thereof by means of written notification, stating the cause of the Force Majeure and the way in which it will affect the performance. In the event of delay, the delivery obligation will be suspended for a period equal to the loss of time due to Force Majeure.

14.3 However, if a case of Force Majeure continues or is expected to continue for more than 2 (two) months after the agreed delivery date, Den Ouden is entitled to cancel the relevant part of the Order Confirmation, without this leading to any liability towards the Buyer.

### **Article 15 – Amendments**

15.1 Unless it is agreed that Specifications are fixed for a certain period of time or in respect of a certain quantity of Products, Seller reserves the right to change or modify the Specifications and/or the construction and/or manufacture of the Products, and to replace the materials used in the production and/or manufacture of the Products from time to time upon written notice.

Buyer acknowledges that the information contained in the catalogues, specification sheets and other descriptive publications of Seller distributed or published by Seller through its own websites may be deviated from time to time without (prior) notice.

## **Article 16 – Suspension and termination**

16.1 If: (a) Buyer fails to perform its obligations to Seller; or (b) if there are reasonable doubts on the part of Seller as to Buyer's performance of its obligations to Seller, and Buyer does not provide Seller with sufficient security for Buyer's performance before the date of scheduled delivery, and in any event within 30 (thirty) days of Seller's request for such security, or if the Buyer becomes insolvent or files or has filed for bankruptcy or the Buyer's entity is dissolved and/or liquidated, or if the Buyer enters into an arrangement or assigns rights for the benefit of its creditors, then the Seller shall, without prejudice to any other rights of the Seller, be permitted to immediately, by written notice, without judicial intervention, and to claim the Products delivered by it on the basis of its retention of title. In that case, all outstanding claims from the Seller to the Buyer will also become immediately due and payable, without any prior notice from the Seller to the Buyer being required.

## **Article 17 – Exclusivity**

17.1 Den Ouden hereby expressly rejects any clause for exclusivity. Entering into an Agreement can therefore never lead to Den Ouden being obliged to deliver exclusively to a Buyer or to purchase from a Supplier or to act exclusively through the intervention of a commercial agent or distributor.

17.2 When exclusivity has been granted by Den Ouden by means of a written agreement, this always exclusively applies to the discussed or relevant brand and not to the product or the entire product portfolio of Den Ouden.

17.3 If and to the extent that the parties in the Agreement nevertheless agree on exclusivity in deviation from these General Terms and Conditions, this has a maximum duration of one year, and Den Ouden is entitled to terminate the exclusivity with immediate effect if its counterparty imputably fails to fulfil one of its obligations arising from any legal relationship between the parties.

## **Article 18 – Waiver of rights**

18.1 If at any time Seller fails to enforce any provision of these Terms, this shall not be construed as a waiver of Seller's right to act and/or enforce such provision, and Seller's rights shall not be affected by delay in

enforcing such provision or failure to do so.

18.2 Seller's waiver of Buyer's failure to perform its obligations shall not constitute a waiver of all other, prior or subsequent breaches of any and all other pastries.

## **Article 19 – Applicable law, dispute resolution and jurisdiction**

19.1 The legal relationship(s) between the Seller and the Buyer is governed by Dutch law, including, if applicable, in the case of international legal relations, the provisions of the Vienna Sales Convention.

19.2 Buyer shall not sue Seller after Seller has first been notified in writing of an alleged claim against Seller, within 30 (thirty) days after the event complained of first became known to Buyer and a legal claim is actually filed by Buyer within 12 (twelve) months of such notification. The Buyer loses any rights of action in the event of exceeding the aforementioned and other terms and conditions mentioned in these terms and conditions.

19.3 Should disputes arise in connection with or as a result of the Agreement that cannot be resolved amicably, they will be submitted to the authority or person for settlement at the discretion of Den Ouden. These may include:

- a. The competent court, whereby the parties now choose to submit all their disputes to the competent court within the district of Oost-Brabant.
- b. A mediator registered in the quality register of the Dutch Federation of Mediators;
- c. The Netherlands Arbitration Institute for all Agreements other than contracting of work/subcontracting, where the place of Arbitration will be 's-Hertogenbosch and the proceedings will be conducted in the Dutch language;

## **(B) TERMS AND CONDITIONS OF PURCHASE**

### **Article 20 – Method of delivery**

20.1 Unless otherwise agreed in writing, delivery will be Delivery Duty Paid (DDP), in accordance with the Incoterms 2020. The transport of the products purchased or ordered by Den Ouden is therefore at the expense and risk of the Supplier.

20.2 Breakage and/or damage occurring during loading, transport and/or during unloading and bags are at the expense of the Supplier, unless it is demonstrated that the damage was caused by the fault of (employees of) Den Ouden.

20.3 Unloading and bags outside the normal working hours of Den Ouden can only take place after the latter's prior written approval, unless otherwise stipulated in the Agreement.

20.4 The products that Den Ouden has bought or ordered must be properly packaged. The Supplier is liable for damage to persons or property caused by insufficient packaging and/or damage or destruction of this packaging.

### **Article 21 – Place of delivery**

21.1 The Supplier shall deliver the Products at the place specified in the Agreement. If no such place has been agreed, delivery will take place at the Work, with the exact place of delivery at the Work being determined in close consultation with Den Ouden.

21.2 If, prior to delivery, Den Ouden requires that the goods be delivered to a place other than the agreed place, the Supplier will be obliged to comply with this insofar as this can reasonably be required of it.

### **Article 22 – Time of delivery**

22.1 Deliveries must take place at the time stipulated in the Agreement or in accordance with the schedule established by Den Ouden. Partial deliveries are only permitted with the written consent of Den Ouden.

22.2 The Supplier is bound by the time of delivery stipulated in the agreement, or the delivery schedule determined by Den Ouden, on the understanding that Den Ouden is entitled to further determine the time or schedule of delivery by call-off and thus to fit it into the progress of the work, without this

entitle the Supplier to a price change or any other form of compensation.

22.3 In addition, Den Ouden is entitled to further determine the order of the deliveries to be made by the Supplier, even if a certain order is included in the Agreement.

22.4 If, for whatever reason, Den Ouden is unable to receive the products purchased or ordered by it at the agreed time via the established schedule, the Supplier will keep the goods, secure them and take all reasonable measures to prevent deterioration in quality until they have been delivered. Den Ouden will then be obliged to pay a reasonable compensation for the costs for the Supplier's efforts.

22.5 If the Supplier will not be able to complete his contractual performance at the time specified in the Agreement or in accordance with the delivery schedule set by Den Ouden, he is obliged to notify Den Ouden immediately.

### **Article 23 – Acceptance and refusal**

23.1 The delivery is only deemed to have been accepted by Den Ouden when the delivery has been approved. Up to one month after the date of delivery, Den Ouden has the right to reject the delivered product, so that all other periods within which a complaint must be made, if and insofar as they may be applied by the Supplier, do not apply to Den Ouden.

23.2 Approval and acceptance only apply to the quantity and external condition of the delivered goods. If goods are delivered packed and bundled, approval and acceptance only relate to the quantity and external condition of packages.

Supplier. The Supplier will dispose of rejected items upon first request. In the absence of removal of the rejected items, Den Ouden is entitled to return them at the expense of and at the risk of the Supplier.

23.4 Without prejudice to the right of Den Ouden to (partially) terminate (gedeeltelijk ontbinden) the agreement at his own discretion and to claim any compensation, Den Ouden has the right, after rejection, to demand delivery of new goods that do meet the inspection requirements within a period to be set by him, without being obliged to pay any additional compensation.

23.5 Den Ouden is entitled to suspend the payment of rejected items.



## **Article 24 – Returns; Packaging**

24.1 If standard business items become incomplete due to changes in the contract, or due to other causes beyond the fault of Den Ouden, they must be taken back by the Supplier at the invoiced price.

24.2 Unless otherwise agreed, Den Ouden will not pay for the packaging of the goods delivered and to be taken back by the Supplier.

24.3 The Supplier will take back any packaging of the goods paid at the first request of Den Ouden subject to a refund of the costs charged to Den Ouden in this respect.

## **Article 25 – Payment**

25.1 A Supplier who has fulfilled all his obligations can send an invoice to Den Ouden. Den Ouden handles a payment term of 60 days.

25.2 A Supplier must send the receipt number or order form in a document with the invoice. Invoices that do not comply with this will not be processed.

25.3 Any payment by Den Ouden does not in any way imply a waiver of rights.

## **Article 26 – Applicable law, dispute resolution and jurisdiction**

26.1 The provisions of Article 19 also apply to the terms and conditions of purchase, on the understanding that in that case where the Seller is listed, Den Ouden should be read and where the Buyer is listed, the Supplier should be read.