

Standard buying terms Fortuin Dockum B.V.

Delivery can only take place under and after acceptance of these terms by supplier.

1.) The supplier agrees that the goods, including all its ingredients/components, which are delivered to Fortuin Dockum BV originate and are produced in the EU or the U.S.A. If not, supplier agrees to inform Fortuin Dockum BV a.s.a.p. concerning country of origin and country of production of all the ingredients in the products which the supplier supplies to Fortuin Dockum BV before delivery of the goods takes place and he also agrees to ask approval for the above information from Fortuin Dockum BV before delivery of the goods takes place.

2.) The supplier also declares that the goods and all its ingredients of the goods delivered to Fortuin Dockum BV do not originate from China and/or Japan, nor are these goods produced in China and/ or Japan.

3.) The supplier represents and warrants that the delivered goods (including ingredients and/or parts of these) are food grade and meet all food safety rules and regulations which are in rule in the EU.

4.) The supplier represents and warrants that the goods sold to Fortuin Dockum BV are produced under certification of one of the following Standards: BRC, IFS, SQF, FSSC 22000, BRCIOP, and/or any other Standard declared by Fortuin Dockum BV. If there are significant changes in the status of any of the GFSI certifications, the supplier must notify Fortuin Dockum BV.

5.) The supplier represents and warrants that the goods sold to Fortuin Dockum BV were not produced, harvested, manufactured, processed, packaged, labelled, transported, or delivered using forced or prison labour or forced or illegal child labour. Supplier also states, that the goods were produced from a sustainable source, which is not harmful to the environment.

6.) The supplier represents and warrants that the delivered goods will not be in violation of any law or regulation of the European Union.

7.) If not explicitly stated otherwise, the delivery is deemed to be DDP (IncoTerms). In case freight is paid and/or arranged by supplier for delivery of the goods in Dokkum, the supplier guarantees and is liable for the insurance and quality of the product during loading and transport up till the point that the product has been unloaded in case of a bulk-shipment or is being unloaded by Fortuin in the case of packaged goods at the site of Fortuin Dockum BV in Dokkum, regardless if other Incoterms have been agreed upon in present or future contracts. This agreement prevails over previous and present contracts/ delivery terms. Supplier also agrees that the means of transport (truck, bulk-carrier, etc.) are food grade and are certified for the transport of food and ingredients (HACCP, BRC, etc.).

8.) The supplier warrants, that the goods delivered to Fortuin Dockum BV are always in accordance with the product-specification and the quality that is agreed upon between both parties and supplier warrants also, that recipes/ingredients/compositions of these goods will never be changed without the consent of Fortuin Dockum BV.

9.) Supplier also agrees to fill out the product specification in the Fortuin format at every request made by Fortuin Dockum BV.

10.) For the supply of raw materials/ingredients, the supplier warrants, that all the goods and its ingredients delivered to Fortuin Dockum BV are always GMO-free.

11.) The supplier represents and warrants that in case the delivered goods (raw materials and/or packaging material) are packaged, that this packaging is food grade and meet all food safety rules and regulations in the EU. If palm oil is necessary in a raw material, it must be RSPO certified. Minimum RSPO-MB and preferably RSPO-SG.

12.) For the supply of packaging materials, the supplier warrants, that all the products delivered to Fortuin Dockum BV are always in accordance with the product specification and that all the materials (card/paper-board, paper, films, inks, etc..) used in these goods are always food grade and meet all safety rules and regulations which apply to the packaging of food products and which are in rule in the EU (regulation 10/2011 and 1935/2004 including migration tests).

13.) The supplier represents and warrants, that his knowledge concerning the use of raw materials and/ or packaging material by Fortuin Dockum BV in its products and/or process will never be shared with other parties, unless when forced to do so under Law.

14.) If the supplier takes back, collects or arranges collection of products, packing materials or packaging (for example returned products, full and/or empty steel containers or plastic containers, IBC's, pallets, boxes or whatever material), Fortuin Dockum BV is not liable, other than in cases of intent or recklessness equivalent to intent, for damage to or caused by the products, packing materials or packaging after the moment they have been made available to the supplier or the freight company. If (an employee of) Fortuin Dockum BV assists with loading, stowing and securing the products, packing materials or packaging, this work is performed under the supervision of the supplier, or the freight company contracted by the supplier, and at supplier's risk and expense.

15.) The supplier agrees, that this agreement prevails over the delivery- and selling-terms of the supplier, in case they may be contradictory.

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16.) The supplier represents and warrants, that all inks which are used for primary packaging material are defined as low migration ink. Supplier also agrees to execute migration tests of every batch and agrees to send a copy of the results to Fortuin Dockum BV for approval, before delivery takes place.

17.) The agreed price cannot be raised by the supplier, not even as a result of a cost increase by whatever cause, unless Fortuin Dockum BV explicitly agrees to this.

18.) The delivery times as stated by the supplier are strict deadlines, unless parties have agreed otherwise. In the event of late delivery, the supplier will immediately be in default and Fortuin Dockum BV will be entitled to terminate the agreement and/or to claim compensation. In the event of cancellation due to late delivery, Fortuin Dockum BV will be entitled to return what has already been delivered at the expense and risk of the supplier. Without prejudice to Fortuin's legal right to compensation, the supplier is obliged, in the event of late delivery and cancellation, to reimburse the additional expenses incurred by Fortuin Dockum BV to replace the items that have not been received.

19.) In case of a shortcoming the compliance by the supplier with one of his obligations the supplier is bound to compensate all damage, consequential loss and damage of third parties suffered by Fortuin Dockum BV in relation thereto.

20.) The supplier must insure his liability for a sufficient amount. Moreover, the supplier will insure all goods he received from Fortuin Dockum BV by reason of the Agreement concluded with Fortuin Dockum BV against any damage whatsoever that it may suffer as long as the goods are at his disposal. Fortuin Dockum BV will have a right of recourse on the supplier in this regard. The supplier allows Fortuin Dockum BV inspection of all relevant policies. Upon request he will furnish copies hereof to the Fortuin Dockum BV at his first request.

21.) The supplier is liable for all costs and damage, also including consequential loss, arising for Fortuin Dockum BV, his staff, his customers or other third parties and resulting from any attributable shortcoming of the supplier, his staff, persons and companies deployed by him to fulfil his obligations. The supplier will fully indemnify Fortuin Dockum BV against any detrimental effects relating to claims of third parties.

(a) This Agreement and any purchase order issued which incorporates this Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

(b) The prevailing party in any action, arbitration, or other proceeding by which one party to this agreement seeks to enforce its rights under the Agreement or any purchase orders that incorporate this Agreement shall be entitled to recover its attorney's fees and all costs, fees, and expenses incurred in connection with said action, arbitration, or proceeding.

(c) Warranties: All warranties contained herein are continuing warranties and will be binding upon supplier with respect to all goods that supplier ships or

delivers to Fortuin Dockum BV (including goods that are in transit).

(d) Validity: If any provision of this Agreement is held to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.