



General terms and conditions of sale Evers Specials B.V.

CHAPTER I - GENERAL PROVISIONS

Article 1. Definitions

1. **Customer:** the counterparty of Evers Specials who purchases Goods or Transport by means of an Agreement;
2. **General Conditions of Sale:** these General Conditions of Sale;
3. **Deviant Goods:** Deviant Goods are all goods that do not qualify as Standard Goods;
4. **CMR Convention:** Convention on the Contract for the International Carriage of Goods by Road, Geneva, 19-05-1956;
5. **Third Party(ies):** not being a Party to the Agreement;
6. **Evers Specials:** defined in clause 2 of the General Terms and Conditions of Sale, the user of these General Terms and Conditions of Sale;
7. **Goods:** the tangible objects to be delivered or supplied by Evers Specials;
8. **Consignee:** the person who pursuant to the contract of carriage is entitled to delivery of the goods vis-à-vis the carrier;
9. **Agreement(s):** any agreement in Writing between Parties aimed at the delivery of Goods or Transport. Possibly also including a term agreement or framework agreement;
10. **Party(ies):** Customer and Evers Specials together or each as an individual contracting party;
11. **Written(e):** notification by e-mail;
12. **Standard Goods:** all goods grown or sold by Evers Specials;
13. **Transport:** the Agreement for transport as referred to in Section 8:60 of the Dutch Civil Code, whereby Evers Specials acts as the forwarding agent;

Article 2. Identity of the entrepreneur

Name:	Evers Specials B.V.
Address:	Stationsstraat 33
Postcode + city:	6515 AA Nijmegen
Chamber of Commerce number:	10019388
Website:	www.eversspecials.nl

Article 3. Applicability

1. The General Terms and Conditions of Sale apply to all requests, offers, Agreements and other (legal) acts relating to the supply of Goods or Transport by Evers Specials.
2. The applicability of any other terms and conditions of the Customer and/or Third Parties is expressly rejected.
3. Deviating clauses and any conditions of the Customer shall only apply if and insofar as Evers Specials has expressly agreed to them in writing. The



Customer cannot derive any future rights from any agreed deviations from the General Terms and Conditions of Sale.

4. If any provision of the General Terms of Sale is null and void or annulled, the other provisions of the General Terms of Sale shall remain in full force and the Parties shall consult in order to agree on new provisions to replace the null and void or annulled provisions, taking into account as much as possible the purpose and meaning of the null and void or annulled provisions.
5. If and to the extent there is any discrepancy between the Dutch text of the General Terms of Sale and any translation thereof, the Dutch text shall prevail at all times.
6. Evers Specials is entitled to unilaterally amend or supplement the General Terms and Conditions of Sale. In that case, Evers Specials will timely notify the Customer of the amendments or additions. There will be at least 30 (thirty) days between such notification and the entry into force of the amended or supplemented Terms and Conditions.
7. If Evers Specials has already provided the Customer with a copy of the General Terms and Conditions of Sale in previous Agreements, or if Evers Specials has informed the Customer where the General Terms and Conditions of Sale are available for inspection, the Customer will be deemed to have taken cognisance of the General Terms and Conditions of Sale. Once the Customer has been contracted on the basis of the General Terms and Conditions of Sale, the Customer hereby agrees to the applicability of the General Terms and Conditions of Sale to all subsequent Agreements between the Parties.

Article 4. Offers, orders and formation of the Agreement

1. The price list or transport cost table is considered as an offer from Evers Specials. Acceptance of this offer is made by the Customer placing an order; this acceptance also constitutes the Agreement.
2. Evers Specials has the right to accept or reject any order, subject to its own approval.
3. If the Customer makes an offer as referred to in paragraph 1 of this article or is in negotiating with Evers Specials about an Agreement, the Customer cannot derive a legitimate expectation that an Agreement will be concluded.
4. Unless otherwise expressly agreed in writing with Evers Specials, an Agreement is binding and irrevocable for the Customer.
5. Evers Specials has the right to amend or revoke an Agreement at any time before delivery, by Written notice to the Customer, without being entitled to compensation for any damage, except for intent or deliberate recklessness.
6. Evers Specials is entitled to engage Third Parties in the performance of the Agreement.

Article 5. Prices

1. Evers Specials' prices are based on the price list and transport cost table provided. No rights can be derived from errors in the prices. In case of an error in the prices, Evers Specials will inform the Customer as soon as possible.



Evers Specials retains the right to revoke the Agreement if there is an incorrect price.

2. Evers Specials has the right to change prices. In the event of a change, Evers Specials will inform the Customer as soon as possible. Applied prices do not guarantee the same price in a subsequent Agreement.
3. All prices are in Euro and exclusive of VAT.

Article 6. Payment for Goods

1. Evers Specials invoices the quantity of Goods delivered in accordance with the packing slip.
2. Evers Specials has the right at all times to demand full or partial payment in advance and/or otherwise obtain security for payment.
3. The Customer shall pay invoices and due and payable claims of Evers Specials in full and waives any right of deduction, withholding or set-off of mutually owed amounts on any account whatsoever.
4. As soon as the Customer defaults on any payment, all claims of Evers Specials against the Customer shall be immediately due and payable and default shall also commence in respect of those claims without notice of default.

Article 7. Payment for Transport

1. In respect of the Transport, Evers Specials invoices the amounts agreed on the basis of the transport cost table and the quantity indicated in the acceptance of the offer.
2. Evers Specials has the right at all times to demand full or partial payment in advance and/or otherwise obtain security for payment.
3. The Customer shall pay invoices and due and payable claims of Evers Specials in full and waives any right of deduction, withholding or set-off of mutually owed amounts on any account whatsoever.
4. As soon as the Customer defaults on any payment, all claims of Evers Specials against the Customer shall be immediately due and payable and default shall also commence in respect of those claims without notice of default.

Article 8. Force majeure

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, Evers Specials may suspend the performance of its obligation under the Agreement for the duration of the force majeure, with a maximum of 8 weeks. Evers Specials shall notify the Customer as soon as reasonably possible if Evers Specials is hindered in its performance due to force majeure.
2. If Evers Specials is unable to fulfil its obligations after the expiry of these 8 weeks in connection with force majeure, the Parties are both authorised to unilaterally terminate the Agreement.
3. Force majeure on the part of Evers Specials in any case includes, but is not limited to: non-performance by Evers Specials' suppliers, civil wars or other forms of unrest in the country from which the goods are imported, weather



conditions that make transport or Transport impossible, traffic accidents, blocked roads, government restrictions on border traffic and consequences of pandemics or epidemics, including but not limited to SARS-CoV. Force majeure also applies to all other causes that arise through no fault or risk of Evers Specials.

Article 9. Confidentiality

1. The Parties undertake to keep secret all confidential information, designated as such or which the Parties should reasonably understand to be confidential, obtained by the Parties from each other in the context of the Agreement.
2. If the Customer breaches this article, the Customer, irrespective of whether the breach can be attributed to the Customer and without prior notice of default or court proceedings, forfeits to Evers Specials an immediately payable penalty of EUR 150,000 (one hundred and fifty thousand). This applies to each violation without the need for any damages. Evers Specials' other rights, including the right to claim damages in addition to the penalty, shall remain in place.

Article 10. Privacy

1. The Customer shall comply with all relevant laws and regulations, such as the General Data Protection Regulation (Regulation 2016/679 EU, hereinafter "AVG"), regarding (processing of) personal data.

Article 11. Insurance

1. The Customer shall at its own expense take out and maintain adequate liability insurance(s) during the term of the Agreement and for a period of 3 years after the end thereof. The insurance policies will be at least in line with the market and adequate in the context of the reasonably foreseeable risks of a company such as that of the Customer.
2. The Customer shall provide adequate proof of insurance and premium payment at Evers Specials' first request.
3. If the Customer fails to comply with this article, Evers Specials may dissolve the Agreement without the Customer being entitled to compensation.

Article 12. Liability

1. In those cases in which Evers Specials is obliged to pay compensation, such compensation shall be limited to compensation for damage up to a maximum of the invoice value of the Agreement from which the damage arose. Under no circumstances shall the total compensation for damage exceed the amount to be paid out by Evers Specials' liability insurance.
2. If the Agreement is a continuing performance agreement, the invoice value of the Agreement shall be set at the invoice value of the order from which the damage arises.
3. In no event shall Evers Specials be liable for any loss of revenue or profit, loss of customers, loss of goodwill, loss of use, increased cost of operations, fines imposed or punitive damages, damages resulting from late deliveries,



reputational damage, or any indirect or consequential damages or losses arising out of or in connection with this Agreement.

4. Evers Specials shall not be liable for damage caused by personnel of the Customer or Third Parties engaged by it in the performance of the Agreement.
5. The Customer is liable for all damage suffered by Evers Specials and/or Third Parties as a result of a failure to perform the Agreement and/or as a result of wrongful acts or omissions on the part of the Customer, its staff or Third Parties engaged by it.
6. The limitations in this article do not apply if the damage is due to intent or deliberate recklessness on the part of Evers Specials.

Article 13. Expiry (legal action)

1. A legal claim for damages of the Customer against Evers Specials pursuant to an Agreement concluded between them lapses 1 (one) year after the time the claim arose or the Customer became aware of it.
2. Under no circumstances shall the Customer be entitled to a right of suspension.

Article 14. Complaints

1. The Buyer cannot invoke a defect in the performance if it has not protested to Evers Specials within 2 (two) weeks after it has discovered or reasonably should have discovered the defect. In the event of a visible defect upon delivery, a period of 2 working days shall apply. If a complaint has not been reported to Evers Specials within these periods, the Goods or Transport are deemed to be in accordance with the Agreement. Complaints must be submitted by e-mail to verkoop@eversspecials.nl. If possible, the Customer must provide photos in this e-mail.
2. The Customer must give Evers Specials at least 6 (six) weeks to resolve the complaint by mutual agreement.
3. Complaints do not suspend the Customer's payment obligation.

Article 15. Non-transferability

1. Rights of the Customer under the Agreement cannot be transferred without the prior Written consent of Evers Specials. This provision applies as a clause with effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.
2. Rights and obligations of Evers Specials under this Agreement may be transferred to Third Parties. This provision is deemed to be a clause with effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.

Article 16. Deadlines

1. The periods of time specified by Evers Specials for fulfilment are indicative and are never to be regarded as deadlines. In the event that these periods are exceeded, Evers Specials must be given notice of default In Writing by the Customer within 3 (three) working days at the latest.



2. In the event of the previous paragraph, the Customer must grant Evers Specials a reasonable period of time to still comply with its obligations, The Customer shall not be entitled to compensation for any damage, directly or indirectly and of any nature whatsoever, as a result of exceeding the periods for performance agreed upon or specified by Evers Specials.
3. If the delivery term is exceeded, the Customer is not entitled to rescind or terminate the Agreement, unless the exceeding of the period for performance is such that the Customer cannot reasonably be required to maintain the Agreement.
4. If the fulfilment of obligations by Evers Specials depends on a Third Party, the Customer must take this into account. In such a case, Evers Specials will be granted a longer period for performance if the delay is due to such Third Party. Evers Specials will timely inform the Customer of such delays and the expected duration thereof.

Article 17. Cancellation

1. Cancellation of a Transport or purchase of Goods must be made In Writing and is only possible if Evers Specials consents to it and takes place subject to the following:
 - a. Cancellation shall be made at least 10 (ten) working days before delivery date in case of delivery of Standard Goods in a quantity greater than 5 (five) tonnes or Deviant Goods.
 - b. Cancellation must be made at least 1 (one) working day before the delivery date if there is a delivery of Standard Goods in a quantity less than 5 (five) tonnes.
 - c. Cancellation of Transport must be made within 3 (three) working days prior to the carrier's departure.
2. The Customer shall indemnify Evers Specials in case of cancellation for claims of Third Parties as a result of the cancellation of the Agreement.
3. Cancellation is not possible if there is force majeure as regulated in the Agreement and the General Terms of Sale.
4. Cancellation of individual deliveries of Goods within an Agreement for a definite or indefinite period is not possible, unless Evers Specials consents In Writing.

Article 18. Duration and termination

1. If an Agreement is entered into with a view to multiple deliveries on a periodic basis, this Agreement is in principle entered into for an indefinite period of time, unless the Parties have agreed in Writing on an Agreement for a definite period of time.
2. If a fixed-term Agreement is entered into, it cannot be terminated prematurely. If the Agreement for a definite term has ended, the Agreement shall be continued automatically as an Agreement for an indefinite term, unless one of the Parties indicates at least 1 (one) month before the expiry of the Agreement that it does not wish to continue the Agreement.
3. Each Party may terminate an Agreement of indefinite duration in Writing at any time, subject to at least 1 (one) months' notice.



4. If, after termination of a current Agreement, the Parties enter into negotiations about a new Agreement to be concluded and Evers Specials continues the supply of Goods and/or Transport after the end of the terminated Agreement, the provisions from the General Terms and Conditions of Sale and from the terminated Agreement shall remain in force between the Parties until the provisions from the new Agreement come into force between the Parties.
5. Evers Specials is authorized at its option to suspend the Agreement in whole or in part with immediate effect without further notice of default or to dissolve the Agreement in writing in whole or in part, without being liable to pay any compensation, if:
 - a. suspension of payments or declaration of bankruptcy of the Customer or an application to that effect;
 - b. receivership or administration of the Customer;
 - c. sale or termination of the business or death of the Customer;
 - d. revocation of permits of the Customer that are necessary for the performance of the Agreement;
 - e. the assets or a significant part of the Customer's operating assets or Goods intended for the performance of the Agreement are seized in whole or in part;
 - f. the fact that the Customer does not or does not fully comply with one or more obligation(s) under the Agreement and/or the General Terms and Conditions of Sale.
6. Obligations under the Agreement or the General Terms of Sale that by their nature are intended to continue even after the end of the Agreement shall remain in full force even after the end of the Agreement, regardless of the manner or reason for termination.

Article 19. Use of name and logo Evers Specials

1. The Customer shall not, without the prior Written consent of Evers Specials, advertise or otherwise disclose any information whatsoever relating to the Agreement or about its relationship with Evers Specials.
2. The Customer shall not be entitled to use trademarks and logos of Evers Specials without the prior Written consent of Evers Specials.
3. If the Customer violates this article, the Customer shall, regardless of whether the violation can be attributed to the Customer and without prior notice of default or legal proceedings, forfeit to Evers Specials an immediately payable penalty of EUR 50,000 (fifty thousand) for each violation without the need for any form of damage without prejudice to Evers Specials' other rights, including the right to claim damages in addition to the penalty.
4. The restrictions in this article only apply if a long-term agreement between the Parties has been terminated or if the Customer no longer intends to place orders with Evers Specials because, for example, the Customer uses another supplier.



Article 20. Rules of conduct

1. The Parties declare that they will at all times behave as a proper contracting Party and do all that is incumbent upon them in society as a proper contracting Party.
2. The Parties declare that he does not use bribery, forced or child labour or other ethically unacceptable business practices as well as acts contrary to applicable competition law.

Article 21. Applicable law and choice of forum

1. All legal relationships between the Parties shall be governed exclusively by Dutch law.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Disputes between Parties shall as far as possible be resolved through proper consultation. All disputes between Parties shall be settled exclusively by the competent court in the Netherlands in the district in which Evers Specials has its registered office.



CHAPTER II - PROVISIONS APPLICABLE TO GOODS

The provisions contained in this chapter are in addition to the general provisions contained in Chapter I.

If a provision of Chapter II conflicts with a provision of Chapter I, the provision of Chapter II shall prevail.

Article 22. Transfer of risk, ownership and liability

1. The risk of the purchased Goods shall pass to the Customer at the time Evers Specials presents the Goods for delivery in accordance with what has been agreed in the Agreement.
2. In case the Goods are not taken delivery of at the time of offer as described in paragraph 1 due to circumstances attributable to the Customer, Evers Specials shall be entitled to invoice the Goods and storage of the Goods shall be at the full expense and risk of the Customer. Improper storage or keeping of the Goods after the Consignee fails to take delivery of the Goods in accordance with the Agreement shall be at the expense and risk of the Customer.
3. The Customer is liable for all damage and indemnifies Evers Specials against any claim by Third Parties regarding compensation for damage if and insofar as:
 - a. The damage was caused by inexpert use and/or use contrary to instructions of Evers Specials and/or inexpert storage or transport of the Goods by the Customer; or
 - b. The damage was caused by errors or inaccuracies in data, materials, information carriers, etc. provided and/or prescribed to Evers Specials by or on behalf of the Customer; or
 - c. The damage was caused by instructions given by or on behalf of the Customer to Evers Specials.

Article 23. Packaging

1. If Evers Specials sells its Goods in packaging (packaging material not intended for single use), a deposit will be charged. Packaging includes crates, cages, pallets and volume boxes.
2. Evers Specials charges a deposit for packaging. Evers Specials' packaging is and remains Evers Specials' property, even if the Customer pays a deposit for it.
3. In the event that Evers Specials transports its Goods to the Customer, the Customer is obliged to present the packaging with a subsequent delivery of Goods from Evers Specials. The time of collection of the packaging will be agreed between the parties.
4. In case the Customer collects the Goods from Evers Specials himself, the Customer must return the packaging within 14 (fourteen) days. The costs of returning the packaging shall be payable by the Customer.



5. The packaging must be sorted, cleaned and free of foreign material. If the Customer does not comply with this, Evers Specials retains the right not to credit the deposit and without prejudice to the right to charge all other costs.
6. The Customer may hand in packaging up to an amount equal to the amount of packaging received from Evers Specials. If the Purchaser hands in more packaging than it has received from Evers Specials, the Purchaser will not be entitled to a deposit on the surplus packaging handed in.
7. The Customer is not permitted to place waste goods in the packaging. If waste goods are found in the packaging, Evers Specials reserves the right to send an invoice for disposal costs to the Customer.

Article 24. Derogations in relation to food safety

1. If either Party becomes aware of any defect in the Goods delivered or the packaging of the Goods with a potential food safety risk, it shall immediately inform the other Party, stating:
 - a. The type of defect;
 - b. The affected goods (code label on Goods and packing slip);
 - c. Any other information that may be of interest;
2. Parties are responsible for passing on and updating its contact details, where the counterparty can go in case of a potential food safety risk. For this purpose, parties shall provide each other with name, position and mobile phone number of responsible for quality and the emergency phone number.
3. The Parties will then take all necessary measures by mutual agreement. The measures to be taken may include, but are not limited to, the following:
 - a. Stop all deliveries;
 - b. Stock blocking;
 - c. Recall/recall of the Goods
4. A situation as referred to in this article and the measures to be taken are subject to confidentiality as stipulated in the General Terms of Sale, unless the Parties deviate from this in Writing.

Article 25. Derogations not related to food safety

1. In case of deviations/defects unrelated to food safety, the Customer shall notify Evers Specials within 5 (five) working days after delivery: kwaliteit@eversspecials.nl, stating code label on Goods, including packing slip and any photos.
2. If the Buyer fails to comply with this deadline, all claims of the Buyer against Evers Specials will lapse, including the possible dispute of the delivery-related invoice or the actual quantity delivered and the possibility of claiming fulfilment in respect of the allegedly under-delivered quantity.

Article 26. Requirements Goods

1. Evers Specials states regulations relating to its Goods on product sheets, which are sent upon conclusion of the Agreement and can also be requested from kwaliteit@eversspecials.nl.
2. During its own transportation of, handling, use, processing of, and storage of the Goods, the Buyer shall comply with all applicable laws and regulations



such as, for example, European Regulation 178/2002. The Buyer shall also take into account all relevant climatic and meteorological conditions for the storage of the Goods.

3. The Buyer follows the instructions in the product sheet, including the requirement that the Standard Product be stored between 2 and 7 degrees above Celsius at all times.
4. In case the Customer or a Third Party engaged by the Customer fails to comply with the requirements of the product sheet, any claim for compensation shall lapse.

Article 27. Guarantees

1. Evers Specials lists the warranties relating to the Goods on the product
2. specification.

Article 28. Showing Goods

1. The Buyer can never claim that the delivered Goods do not correspond to any Goods shown, as these Goods are shown by way of general indication on the website or in the portal, for example.



CHAPTER III - PROVISIONS APPLICABLE TO TRANSPORT

The provisions contained in this chapter are in addition to the general provisions contained in Chapter I.

If a provision of Chapter III conflicts with a provision of Chapter I, the provision of Chapter III shall prevail.

Article 29. Obligation of the Customer

1. The Customer is obliged:
 - a. Evers Specials about the goods and about the handling thereof, to timely supply all those details which he is reasonably able to or ought to be able to, and of which he knows or ought to know that they are important to the carrier;
 - b. make the agreed goods available to the carrier at the agreed place, time and manner and accompanied by a consignment note and the documents otherwise required by law on the part of the Customer;
 - c. clearly and efficiently address each package to be carried and, where reasonably practicable to him, affix the required information and address to or on the packages or their packaging in such a manner that under normal circumstances they will remain legible until the end of the carriage;
 - d. state the combined weight of the goods to be transported on the consignment note;
 - e. load, stow and unload the agreed goods in or on the vehicle, unless the Parties agree otherwise or the nature of the intended transport, taking into account the goods to be transported and the vehicle provided, dictates otherwise.
2. The Customer cannot evade the obligations mentioned in paragraph 1 under a, b, c, d and e by invoking any circumstance whatsoever, and the Customer is obliged to compensate Evers Specials for the damage caused by the non-fulfilment of the said obligations.
3. Immediately after the goods arrive at the location specified by the Customer, the Customer is obliged to check the goods (or have them checked).

Article 30. Waybill

1. The Buyer is obliged to arrange all that is important for the waybill itself and make it available to Evers Specials. At Evers Specials, the goods will already be checked for condition and quality.



Article 31. Permits and hazardous items/substances

1. If certain permits are required for Transport of the goods, the Customer has the duty to ensure that these permits are in place.
2. Under no circumstances does Evers Specials itself transport Dangerous Goods; it is the responsibility of the Customer to find and arrange for a suitable carrier to transport Dangerous Goods. Also, having any necessary permits for this Transport is entirely at the expense and risk of the Customer.
3. Public law fines imposed on Evers Specials or carrier will be recovered from the Customer if the violation is due to a fault or negligence on the part of the Customer.

Article 32. Liability of Evers Specials regarding Transport

1. Evers Specials is not liable for any damage, unless the Customer proves that the damage was caused by fault or negligence of the Evers Specials in its capacity as a forwarding agent. If the transport is carried out by a Third Party, Evers Specials is not liable for any damage during the transport; in that case, the Customer must hold the Third Party liable for the damage.
2. Insofar as Evers Specials is directly to blame for the damage pursuant to the provisions of Title 1 Section 3 Book 8 of the Dutch Civil Code, its liability shall be limited to EUR 12,500 (twelve thousand five hundred) per event. In the event of cargo damage, its liability shall be limited to EUR 5 (five) per kilogram damaged or lost gross weight with a maximum of EUR 5,000 (five thousand).

Article 33. Notification of damage

1. Pursuant to Section 8:63 of the Dutch Civil Code, Evers Specials has the following obligation: if the goods are not delivered without delay at their destination in the condition in which they were made available, Evers Specials, as a forwarding agent, is obliged to inform the Buyer without delay of any transport agreements it has entered into to perform its obligation. Evers Specials is also obliged to make available to the Customer all documents and information available to Evers Specials or which Evers Specials can reasonably provide, at least insofar as such documents and information may serve to recover any damage sustained.

Article 34. Storage in case of non-appearance of the Consignee

1. If the Consignee is not present after notice of arrival of the goods, if he does not commence taking delivery of the goods, if he does not continue to do so regularly and expeditiously, if he refuses to accept the goods or to sign for receipt, the goods may be stored by the carrier at the expense and risk of the Consignee in the manner and place to be determined by Evers Specials or the carrier with due observance of reasonable care, if necessary also in the means of transport in which they were transported or stored.



Article 35. Indemnification

1. If the Customer fails to comply with any obligation imposed on it by law or by the General Terms and Conditions of Sale, the Customer shall indemnify Evers Specials against any loss or damage suffered by Evers Specials as a result of such failure.

Article 36. Applicability CMR Convention

1. Where the CMR Convention applies, the provisions of the General Terms of Sale also apply to the extent that a provision does not conflict with the CMR Convention.