

GENERAL TERMS AND CONDITIONS MADENKWEKERIJ STEIJN B.V./STEIJN INSECTS B.V.

Article 1. General provisions

1. These terms and conditions apply to every offer, quotation, order, order confirmation, delivery and agreement between Madenkwekerij Steijn B.V. and/or Steijn Insects B.V., both established in the municipality of Zeewolde, Sterappellaan 2 (3897 LL), hereinafter jointly and individually referred to as: the "User" and a Customer, to which the User has declared these general terms and conditions to be applicable, unless the Parties have explicitly agreed in writing to depart from these general terms and conditions.
2. These general terms and conditions also apply to agreements with the User if the User has to engage third parties for the performance thereof.
3. The applicability of any purchase terms and conditions or other terms of the Customer is expressly rejected.
4. If one or more provisions of these general terms and conditions at any time are null and void or should be declared null and void, in whole or in part, the other provisions of these general terms and conditions will remain fully applicable. The User and the Customer then will consult to replace the provisions that are null and void or are nullified, with new provisions, taking into consideration to the extent possible, the intent and purpose of the original provisions.
5. If there is lack of clarity in the interpretation of one or more provisions of these general terms and conditions, the interpretation must be in the spirit of these provisions.
6. If a situation arises between the Parties that has not been regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
7. If the User not always requires strict compliance with these general terms and conditions this does not mean that the provisions do not apply or that the User, to any extent, would lose the right in other cases to demand strict compliance with the provisions of these general terms and conditions.
8. The User has the right to amend these general terms and conditions at any time. The amendment enters into force two weeks after its announcement, unless a different legal term is required, which will then be applied. An amendment to these general terms and conditions also applies with respect to already existing agreements.
9. Written also means communication between the parties by email.

Article 2. Quotations and offers

1. All quotations and offers from the User are without obligation, unless a term for acceptance has been stated in the quotation. If no acceptance period has been set, no rights may be derived in any way from the quotation or offer if the product to which the quotation or offer relates is no longer available in the meantime.
2. The User cannot be held to its quotations or offers if the Customer, within reason, can understand that the quotations or offers, or a part thereof, contain an obvious mistake or slip of the pen.
3. The prices stated in a quotation or offer are exclusive of VAT, other government levies and any costs to be incurred in connection with the agreement, including travel and accommodation, shipping and administrative costs, unless otherwise stated in writing.
4. Acceptance different from the proposal contained in the quotation or the offer (whether or not with respect to minor points), does not bind the User. In this case, the agreement will not be concluded in accordance with said different acceptance, unless the User states otherwise in writing.
5. A composite quote does not commit the User to carry out any part of the order at a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.
6. If the Customer is a retailer, only orders of at least € 75 (in words: seventy-five euros) ex VAT will be processed by the User.

Article 3. Contract duration; terms of execution, transfer of risk, performance and amendment to the agreement; price increase

1. The Agreement between the User and the Customer will be concluded for an indefinite period of time unless the nature of the agreement dictates otherwise or unless the Parties explicitly agree otherwise in writing.
2. In the event that a deadline for the performance of particular work or the delivery of particular items has been agreed or stated, this is never a final deadline. If a deadline has been missed, the Customer must therefore give written notice of default in writing to the User. The User must be offered a reasonable period to as yet perform the agreement. The User will perform the agreement to the best of its knowledge and abilities and in accordance with the requirements of good workmanship. All this based on the current state of the art. Changes in technical insights in the industry and/or government regulations are at the expense of the Customer.
3. The User has the right to have certain activities performed by third parties. The applicability of Section 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
4. If work is carried out by the User or third parties engaged by the User in the context of the order at the Customer's location or a location designated by the Customer, the Customer must provide the facilities reasonably required by those employees free of charge.
5. Delivery will be made by means of transport by the User on fixed days, with the exception of transport to the Customers located in the United Kingdom or Norway. In that case transport is provided by a third-party carrier.
6. The User endeavours to deliver on the agreed date. Agreed delivery periods will never be deemed to be final deadlines unless expressly agreed otherwise.
7. From the moment of handover/delivery at the Customer's company, or at a place designated by the Customer, the risk passes from the User to the Customer. The User determines the manner of packaging and shipment. If the Customer

requires a special method of packaging and/or shipment, the associated additional costs involved must be borne by the Customer.

8. The Customer must take delivery of the items the moment the items are put at its disposal. If the Customer refuses to take delivery or fails to provide information or instructions necessary for handover/delivery, the User is entitled to take back the items and the Customer in that case is obliged to pay the invoice related to this delivery.
9. The User is entitled to perform the agreement in several phases and to invoice the part thus executed separately.
10. If it has been agreed that the Agreement will be performed in phases, the User may suspend performance of the parts that belong to a subsequent phase until the Customer has approved in writing of the results of the preceding phase.
11. The Customer ensures that all information the User has indicated as being necessary or of which the Customer should reasonably understand that the information is necessary for the performance of the agreement, is provided to the User in time. If the information necessary for the performance of the agreement is not provided to the User in time, the User has the right to suspend performance of the agreement and/or to charge the Customer the extra costs arising as a result of the delay, in accordance with the current rates. The term of execution does not commence until the Customer has provided the User with the information. The User will not be liable for any damage, of any nature howsoever, caused by the User relying on incorrect and/or incomplete information provided by the Customer.
12. If during the performance of the agreement it becomes evident that for a proper performance it will be necessary to amend or add to the agreement, the Parties will agree in a timely manner to proceed to modify the agreement in good time and in mutual consultation. If the nature, the scope or the content of the agreement, whether or not at the request or instruction of the Customer or the competent authorities et cetera, is amended and the agreement as a result is amended in respect of quality and/or quantity, this may have implications for what was originally agreed. As a result, the originally agreed amount may be increased or decreased. The User will give a written quote as much as possible in advance. The initially stated term of execution and delivery may be changed as a result of an amendment to the agreement. The Customer accepts the possibility of amendment to the agreement, including the change in price and term of execution and delivery.
13. If the agreement is amended, including, but not limited to, a supplement, the User has the right to perform the agreement only after the person authorized by the User and the Customer have agreed in writing with the price stated for the performance and other conditions, including the time then to be determined for the performance thereof. Failure to perform or not immediately perform the amended agreement does not constitute a breach of contract on the part of the User and does not constitute a ground for the Customer to suspend, terminate or cancel the agreement.
14. Without being in default, the User may refuse a request to amend the agreement if this could affect, either with respect to quality or quantity, for instance the work to be performed or the items to be delivered in this context.
15. If the Customer fails to properly fulfil its obligations towards the User, the Customer will be liable for any resulting damage, directly or indirectly, arisen on the part of the User.
16. If the User and the Customer have agreed on a fixed fee or a fixed price, the User at all times will still have the right to increase this fee or this price without the Customer obtaining the right to terminate the agreement for this reason, if the price increase arises from a right or obligation under the laws and regulations or is caused by a price increase of raw materials, wages, etc or arises on other grounds not foreseeable, within reason, at the time the agreement was concluded.

Article 4. Suspension, termination and early termination of the agreement and joint and several liability

1. The User has the right to suspend the fulfilment of the obligations or to terminate the agreement if the Customer does not fulfil the obligations arising from the agreement or does not fulfil these obligations in full or in time; if after the agreement has been concluded the User has become aware of circumstances that provide good reasons to fear that the Customer will not fulfil its obligations; if the Customer when concluding the agreement has been asked to provide security for the fulfilment of its obligations arising from the agreement and this security has not been provided or is insufficient or if due to the delay on the part of the Customer no longer can be required from the User that it will fulfil the agreement at the originally agreed conditions.
2. Furthermore, the User has the right to terminate the agreement if circumstances occur, the nature of which prevent performance of the agreement or otherwise circumstances occur of such a nature that, within reason, cannot be demanded from the User that the agreement will be maintained in unmodified form.
3. If the agreement is terminated, the User's claims against the Customer become immediately due and payable. If the User suspends fulfilment of its obligations, it retains its claims under the law and the agreement.
4. If the User proceeds to suspend or to terminate, the User will in no event be liable for any damages and costs, howsoever incurred, as a result thereof.
5. If the termination can be attributed to the Customer, the User will be entitled to claim damages caused by the Customer, including the costs directly and indirectly incurred as a result thereof.
6. If the Customer does not fulfil its obligations arising from the agreement and this breach of Contract justifies termination, the User has the right to forthwith terminate the agreement with immediate effect, without any obligation on the part of the User to pay any damages or compensation, while the Customer on account of breach of contract does have to pay damages or compensation to the User.
7. If the User terminates the agreement prematurely, the User will, in consultation with the Customer, arrange for the transfer of any work still to be carried out to third parties, unless the termination can be attributed to the Customer. If the transfer of the work leads to extra costs for the User, the Customer will be charged for these costs. The Customer must pay these costs within the designated time period unless otherwise stated by the User in writing.
8. In the event of liquidation, (application for) a moratorium or winding-up, filing of a start declaration as referred to in the Dutch Court Approval of a Private Composition (Prevention of Insolvency) Act, attachment – if and to the extent that the attachment has

not been lifted within three months – against the Customer, in the event of debt rescheduling or another circumstance preventing the Customer to freely dispose of its assets, the User is free, forthwith and with immediate effect, to terminate the agreement or to cancel the order or agreement, without any obligation on the part of the User to pay any damages or compensation. The User's claims against the Customer will in that case be immediately due and payable.

9. If the Customer cancels a placed order in whole or in part, the work performed and the items ordered or prepared for it, plus - but not limited to - any production, supply, removal and delivery costs thereof and the working hours reserved for the performance of the agreement, are charged in full to the Customer.
10. If the agreement is entered into with two or more Customers, all Customers are jointly and severally liable for full performance of the agreement.

Article 5. Force majeure

1. The User is not bound to fulfil any obligation towards the Customer if the User is prevented from doing so as a result of a circumstance through no fault of the User, and which is not for the User's account by virtue of the law, a legal act or according to generally accepted standards.
2. Force majeure in these general terms and conditions is taken to mean, in any case but not exclusively, in addition to the provisions on this subject in the law and case law, all external circumstances, foreseen or unforeseen, the User is unable to control, which however prevent the User from fulfilling its obligations. Machine failures, strikes in the company of the User or third parties are included, as well as epidemics and pandemics. The User also has the right to invoke force majeure in the event that the circumstance preventing (further) performance of the agreement takes place after the User should have fulfilled its obligations.
3. The User may suspend the obligations arising from the agreement during the period of force majeure. If the period of force majeure exceeds three (3) months, each of the Parties is entitled to terminate the agreement, without any obligation to pay damages to the other Party.
4. To the extent that the User has partially fulfilled or is able to fulfil its obligations arising from the agreement the moment the situation of force majeure occurred, and the part (to be) performed has an independent value, the User is entitled to separately invoice the part (to be) performed. The Customer must pay this invoice as if it were a separate agreement.

Article 6. Payment and collection costs

1. Payment must always be made within 21 (twenty-one) days of the invoice date, in a manner indicated by the User in the currency invoiced, unless the User indicates otherwise in writing. The User is entitled to invoice periodically.
2. The Customer reports complaints about an invoice to the User in detail and in writing within 5 (five) days after the invoice date. After this period the Customer is deemed to irrevocably consent to, and agree with, the invoice.
3. If the Customer fails to pay an invoice on time, the Customer is in default by operation of law. The Customer then owes interest of 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate is payable. The interest on the amount due and payable will be calculated from the moment the Customer is in default up to the moment of payment of the full amount due.
4. The User has the right to first deduct the payments made by the Customer from the costs, subsequently from the interest due and finally from the principal sum and the accrued interest. The User may, without being in default, refuse an offer for payment if the Customer should apply a different order for the allocation of the payments. The User may refuse the full repayment of the principal sum if the interest due and the accrued interest as well as the collection costs are not concurrently paid.
5. The Customer is never entitled to set off amounts owed to the User. Objections against the amount of the invoices do not suspend the payment obligation. The Customer who is not entitled to invoke section 6.5.3 (Section 231 to 247 book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
6. If the Customer is in default or fails to (timely or otherwise) fulfil one or more of its obligations, all reasonable costs incurred in obtaining payment, at law and otherwise, are at the expense of the Customer. This implies, inter alia, that the defaulting Customer - without prejudice to any legal costs - owes an immediately payable sum equal to 15% of the invoice amount not paid or not paid on time with a minimum of € 250 (two hundred and fifty euros), or, if this amount is higher, the actual collection costs. However, if the User has incurred higher costs for collection than were reasonably necessary, the actual costs incurred will be eligible for reimbursement. The Customer also owes interest on the collection costs due.

Article 7. Retention of title

1. The items delivered by the User in the context of the agreement will remain the property of the User until the Customer has properly fulfilled all obligations arising from the agreement concluded with the User.
2. Items delivered by the User, which pursuant to paragraph 1 of this article are subject to retention of title, may not - except within the framework of normal business operations - be resold and may never be used as a means of payment. The Customer is not authorized to pledge or otherwise encumber the items subject to the retention of title.
3. The Customer must always do everything that can reasonably be expected of it to secure the property rights of the User. In the event that third parties attach the items delivered subject to retention of title or wish to create or exercise rights thereon, the Customer must immediately inform the User thereof. The Customer further undertakes to insure the items delivered subject to retention of title and to keep them insured against fire, explosion and water damage and against theft and to make this insurance policy available for inspection by the User on a request to that effect. In case of any payment under the insurance policy, the User is entitled to these funds. Insofar as necessary, the Customer undertakes in advance vis-à-vis the User to cooperate with everything that may (prove to) be necessary or desirable in that context.

4. In the event that the User wishes to exercise its property rights referred to in this article, the Customer gives unconditional and irrevocable permission in advance to the User and third parties to be appointed by the User to enter all those places where the User's properties are located and to take these back.

Article 8. Guarantees, inspection and complaints, limitation period

1. The items to be delivered by the User meet the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended in the event of normal use in the Netherlands. The guarantee referred to in this article applies to items intended for use within the Netherlands. If they are to be used outside the Netherlands, the Customer itself must verify whether they are suitable for use there and meet the conditions imposed on them. In that case, the User can set other guarantee and other conditions with respect to the items to be delivered or work to be performed.
2. If the guarantee provided by the User concerns an item manufactured by a third party, the guarantee is limited to that guarantee provided by the manufacturer of the item, unless stated otherwise in writing.
3. Any form of guarantee will lapse if a defect has arisen as a result of or arising from injudicious or improper use thereof, improper storage or maintenance thereof by the Customer and/or third parties when, without the User's written consent, the Customer or third parties have made changes to the item or have attempted to make changes to it, other items were attached to it that should not have been attached to it or if they were processed or treated in a manner other than prescribed by the User. The Customer is also not entitled to any guarantee if the defect was caused by or is the result of circumstances beyond the User's control, including, but not limited to, weather conditions (such as, but not limited to, extreme rainfall or temperatures) et cetera.
4. The Customer is obliged to inspect the delivered items, or have them inspected, immediately at the time the items are made available to it. The Customer must examine whether the quality and/or quantity of the items delivered corresponds to what has been agreed and meets the requirements the Parties have agreed in this respect. Any visible defects must be reported to the User in writing immediately but at the latest within 2 (two) days after delivery. Any invisible defects must be reported in writing to the User within 2 (two) days after discovery, but at the latest within 6 (six) months of delivery. With regard to freshly delivered items, any defects must be reported to the User in writing immediately but at the latest within 2 (two) days of delivery. The report must contain a description as detailed as possible of the defect to allow the User to respond adequately. The Customer must give the User the opportunity to investigate a complaint (or have it investigated). If the Customer does not cooperate or an investigation is otherwise not or no longer possible, the complaint will not be dealt with and the Customer will not have any claims in this respect.
5. After the discovery of any defect, the Customer is obliged to immediately cease the use, treatment or processing of the items in question and furthermore to do (or not do) everything reasonably possible to prevent (further) damage.
6. If the Customer complains in time, this does not suspend its payment obligation. In that case the Customer also remains obliged to take delivery of, and pay for, the other items ordered and for what it has instructed the User to do.
7. If the complaint turns out to be unfounded, the costs of investigating the complaint will be borne by the Customer. The Customer cannot derive any rights from the handling of the complaint.
8. If a defect is reported later than the periods mentioned in paragraph 4 of this article, the Customer is no longer entitled to repair, replacement or compensation.
9. If it has been established that an item is defective and a complaint about this has been lodged in time, the User will, at the User's discretion, replace or take care of repair of the defective item or pay a replacement fee to the Customer within a reasonable period of time after receiving it back, or, if returning the item is not reasonably possible, written notification regarding the defect by the Customer. In the event of replacement, the Customer is obliged to return the replaced item to the User and transfer ownership thereof to the User, unless the User indicates otherwise.
10. If it is established that a complaint is unfounded, the ensuing costs, including research costs, incurred on the User's part as a result, will be borne in full by the Customer.
11. After expiry of the guarantee period all costs for repair or replacement, including administration, shipping and call-out charges, will be charged to the Customer.

Article 9. Liability

1. In the event that the User is liable, this liability will be limited as provided for in this article.
2. The User will not be liable for any damage, of any nature howsoever, caused by the User relying on incorrect and/or incomplete information provided by or on behalf of the Customer. Furthermore, the User will never be liable for any damage caused by not following product and user instructions and warnings given by the User and the Customer indemnifies the User against any third party claims.
3. Should the User be liable for any damage, the User's liability is limited to a maximum of one time the invoice value of the order confirmation, at least to that part of the order confirmation to which the liability relates.
4. The User's liability is in any case always limited to the amount paid out by its insurer in the relevant case.
5. The User is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to damage in the sense of these general terms and conditions, any reasonable costs incurred to have the User's defective performance comply with the agreement, insofar as they can be attributed to the User, and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have resulted in limiting direct damage as referred to in these general terms and conditions. The User is never liable for indirect damage, including - but not limited to - consequential damage, loss of profit, missed savings and damage due to business interruption.
7. The limitations of liability contained in this article do not apply if the damage is attributable to an intentional act or omission or gross negligence on the part of the User or its managerial employees.

Article 10. Indemnification

1. The Customer indemnifies the User against any claims from third parties which incur damage as a result of the performance of the agreement and of which the cause is attributable to another or others than the User.
2. The Customer indemnifies the User against claims by third parties due to non-compliance with any (legal) provisions or (statutory) regulations by the Customer and other applicable regulations relating to import/export.
3. If the User is held accountable by third parties, the Customer must assist the User both at law and otherwise and will forthwith do all that may be expected from the Customer in this respect. Should the Customer fail to take adequate measures, the User, without any notice of default being required, has the right to take these measures itself. Any costs and damage incurred on the part of the User and third parties caused by the above will be entirely for the account and risk of the Customer.

Article 11. Intellectual property

1. The User reserves the rights and powers it has under the Copyright Act and other intellectual property laws and regulations. The User has the right to use its knowledge gained by the performance of the agreement on its part for other purposes, insofar as no strictly confidential information of the Customer is disclosed to third parties.

Article 12. Applicable law and disputes

1. Dutch law exclusively applies to all legal relationships the User is a party to even if a commitment is fulfilled abroad, in whole or in part, or if the party involved in the legal relationship resides abroad. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
2. The court in the place of business of the User has exclusive jurisdiction to hear disputes, unless otherwise required by mandatory law. Nevertheless, the User is entitled to submit the dispute to the court that has jurisdiction according to the law.