

General Purchase Conditions of Ruitenberg Ingredients B.V. and its subsidiaries, in these conditions individually referred to as 'Ruitenberg'

General provisions

1. Applicability

- 1.1 All invitations by Ruitenberg and/or its affiliated companies to tender, all offers made to Ruitenberg, all instructions and orders (by means of confirmation of an offer or otherwise) of Ruitenberg, all agreements concluded with Ruitenberg for the provision of services (including the contracting of work) or the sale and delivery of goods and all other legal relationships are subject to only these conditions, also after termination, cancellation and/or dissolution thereof.
- 1.2 The applicability of the general terms and conditions of the Client is hereby explicitly excluded.

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1.4 The other party that has been contracted subject to these conditions agrees to the applicability of these conditions to subsequent agreements between that party and Ruitenberg.

1.5 Stipulations varying from these conditions are subject to the written agreement between Ruitenberg and the Client.

2. Formation of the agreement

2.1 The agreement, or any changes therein (including contract extras), is formed subject to Ruitenberg accepting an offer by means of issuing a written order.

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2.3 The other party, at the written request of Ruitenberg, is obliged to implement all (i) changes to the design and specifications of the goods and to all corresponding materials or to all materials designated for that purpose and/or (ii) changes to the execution of the agreement, provided this is not (technically) impossible. If and insofar as the other party deems a request to be impossible (technically or otherwise), the other party is obliged to notify Ruitenberg thereof within five days of the written request of Ruitenberg having been sent.

2.4 Changes and/or adjustments as referred to in paragraph 3 of this article shall not result in an increase in the price or a delay in the delivery or execution of the agreement, nor shall it diminish any liability on the part of the other party in respect of the soundness of the delivery or the execution of the agreement, unless the other party has notified Ruitenberg of the consequences thereof within five days of Ruitenberg having made the request for changes and/or additions, yet in any case prior to the delivery of execution, which consequences have been accepted by Ruitenberg in writing.

3. Price, payment and security in the event of payment in advance

3.1 The agreed price is all-inclusive and therefore includes (i) all costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport and suchlike, however is exclusive of VAT, and in the event of providing services (ii) travel and subsistence expenses, travel time, transport, office, meal, administration and other overhead costs, the costs of any third parties engaged with the written approval of Ruitenberg, if applicable, and government levies, unless explicitly agreed otherwise in writing, prior to the agreement. During the term of the agreement the agreed price cannot be increased, unless Ruitenberg has accepted such a price increase in writing.

3.2 Payment shall be effected by Ruitenberg on, at the discretion of Ruitenberg, either (i) the first working day following the end of the month as determined by the relevant invoice date + 60 days or (ii) within 14 days of the relevant invoice date. If Ruitenberg opts to pay within 14 days of the relevant invoice date, the other party, should this situation arise, states that it shall grant Ruitenberg a 2% discount and shall further give Ruitenberg full and final discharge if Ruitenberg pays 98% of the invoice amount. The relevant invoice date shall be determined by (i) the date of the invoice, or (ii) the date of delivery in accordance with article 5 or execution in accordance with article 11, or (iii) the date on which the invoice was received, whichever is latest. Invoices only qualify for payment if they have been specified correctly and state the applicable and correct reference or order number and date of the order by Ruitenberg and only if they have been sent to the correct accounts payable department of Ruitenberg. Incorrectly specified invoices shall be returned to the other party, which may result in a delay of payment.

3.3 If full or partial payment in advance has been agreed, the other party, on Ruitenberg's written demand, is obliged to provide satisfactory security for the fulfilment of its obligations to deliver and/or perform or for the fulfilment of its obligations to repay in the event the order is cancelled or the agreement dissolved. If the other party does not provide satisfactory security within the term set by Ruitenberg, it shall be in default. In that case, Ruitenberg shall be entitled to dissolve the agreement and to recover its damage from the other party. Satisfactory security is in any case understood to mean a bank guarantee payable immediately on Ruitenberg's demand of 130% of the amounts paid in advance (100% of these amounts increased by 30% for interest and costs), with the costs of the bank guarantee payable by the other party.

3.4 Payment by Ruitenberg does by no means imply the surrender of any right and cannot be deemed as a recognition by Ruitenberg of soundness of the goods delivered and/or the services provided and does not release the other party of liability in that respect.

3.5 Each payment by Ruitenberg shall be deemed as settlement of the debt allocated by Ruitenberg to that payment and cannot be deemed to be payment of any other alleged claim of the other party against Ruitenberg.

Purchase of goods

4. General

Articles 4 to 9 apply in addition to the general provisions above and below, insofar as the agreement between Ruitenberg and the other party is in relation to goods purchased or to be purchased by Ruitenberg from or via the other party. In the event of contradictions between articles 4 to 9 and other articles from these conditions, articles 4 to 9 take precedence.

5. Delivery, packaging

5.1 Delivery must be made Delivered Duty Paid (in accordance with the relevant provisions in the most recent version of the Incoterms) at the location as indicated by Ruitenberg, accompanied by a corresponding consignment note. The delivery period commences the moment on which the agreement is formed and serves as a final deadline. By exceeding the delivery period the other party shall be in breach of contract, without a notice of default being required. The other party is obliged to properly and timely notify Ruitenberg of the delivery in advance, as well as of any possibility of the delivery period being exceeded. Any penalties agreed on account of late delivery shall be without prejudice to the damage suffered by Ruitenberg as a result of the late delivery having to be compensated by the other party, provided that this damage exceeds the sum of the penalty.

5.2 If Ruitenberg is not reasonably able to take delivery of the goods offered, the other party shall store the goods at its expense and risk, for a period to be agreed later, in a way that the correct and consistent compilation of the goods is secured and the required quality level preserved.

5.3 Partial deliveries and deliveries above or below the agreed amount are permitted if and insofar as this is explicitly stated in the order issued by Ruitenberg. The risk with regard to goods delivered in excess and which are stored at Ruitenberg remains vested in the other party until agreement has been reached as to how to proceed. All costs in relation to the storage of amounts in excess of what has been agreed shall be at the expense of the other party, unless the parties have reached agreement on an alternative distribution of these costs.

5.4 In the event of delivery of bulk goods, determining the amount delivered shall take place on the basis of measurements by Ruitenberg using the measuring bridges and calibration tables present at Ruitenberg.

5.5 The goods and/or materials must be packed and preserved in such a manner that protection against external influences is secured. The other party is obliged to follow any instructions issued by Ruitenberg in that respect. The other party is liable for all damage to goods and/or materials caused by insufficient and/or inadequate packaging or damaged and/or defective packaging.

6. Transfer of risk and ownership

6.1 The other party guarantees that ownership of the goods shall be transferred in full and unencumbered. If Ruitenberg makes any payment prior to completion of delivery, ownership of the goods, including all corresponding materials or all materials designated for that purpose, immediately transfers to Ruitenberg, with any retention of title lapsing with immediate effect in that case. In that event, the other party shall retain these goods for Ruitenberg and be obliged to do all that is reasonably required or conducive to make the property of Ruitenberg identifiable as such and to separate it.

6.2 Until delivery, the goods and/or materials nonetheless remain at the expense and risk of the other party.

6.3 The other party is obliged to store the materials for Ruitenberg with due care and diligence, which materials are processed in the goods to be manufactured or which are intended for the packaging and/or transport thereof and which are the property of Ruitenberg prior to delivery and temporarily

stored at the other party for the purpose of manufacturing and/or delivery, and shall be liable for all damage caused to the materials whilst stored at the other party.

7. Documentation, parts and tools

All drawings, manuals, computer software, parts, tools and user rights needed for the maintenance, repair, use and/or resale of the goods are included in the delivery to Ruitenberg and, insofar as specifically manufactured in connection with the order issued by Ruitenberg, ownership thereof shall be transferred to Ruitenberg, in accordance with article 13 of these conditions.

8. Inspection and quality control

8.1 Unless otherwise agreed, the other party must check and test the composition and quality of the raw materials, semi-finished products, packaging and other goods supplied by Ruitenberg prior to processing or use and notify Ruitenberg of all irregularities prior to processing, in writing.

8.2 Ruitenberg is at all times entitled to inspect, check and/or test the goods supplied or to be supplied (or to arrange for them to be inspected, checked or tested), regardless of where the goods are located and regardless of whether Ruitenberg received (confirmation) samples. The other party is obliged to cooperate in this. In addition, Ruitenberg can at all times demand a production or confirmation sample, free of charge. The inspection costs shall be at the expense of the other party, if it appears that the inspected goods and/or materials do not meet the specifications or general requirements referred to in article 9.

8.3 If the inspection etc. is conducted prior to delivery of the goods, the obligation to complain referred to in sections 6:89 and 7:23 of the Netherlands Civil Code does not apply to Ruitenberg. After delivery of the goods, Ruitenberg shall have a term of sixty working days or, if the shelf-life of the goods exceed this term, throughout the term of this shelf-life, to inspect, check and/or test the goods supplied or to be supplied (or to arrange for them to be inspected, checked or tested). If Ruitenberg, during the term referred to above, concludes that the goods do not meet the requirements of the agreement, Ruitenberg shall be entitled to reject the goods within a term of fourteen working days after said conclusion, by means of a written notification to the other party.

8.4 Inspections, checks, tests and receipt of a (confirmation) sample, or taking delivery of the goods by or on behalf of Ruitenberg, never implies recognition by Ruitenberg of the soundness of the goods delivered or to be delivered and/or the materials and does not release the other party of any liability in this respect.

9. Warranty

9.1 The other party declares to be aware that the goods to be delivered by the other party shall be used by Ruitenberg as ingredients in foodstuffs and that Ruitenberg is not in the position to inspect the goods prior to processing, so the other party guarantees that Ruitenberg can use the goods supplied to Ruitenberg for the purpose described, without prior inspection. The other party cannot advance any defence on the basis of the fact that Ruitenberg used the goods supplied for the aforesaid purpose without conducting an inbound quality check. The other party declares to surrender any right of defence on the basis of sections 6:89 and 7:23 of the Netherlands Civil Code.

9.2 The other party guarantees that the goods to be delivered and all corresponding documentation meet the agreed specifications, properties and requirements or, if no agreements have been entered into in this respect, the specifications, properties and requirements attached to the goods in trade, or which are commonly accepted at least. The other party further guarantees that the goods and corresponding documents are in compliance with all provisions the goods have to meet on the part of the government in the country of destination.

9.3 The other party further guarantees that the goods are entirely suitable for the purpose they are destined for and can be used and processed as such, that the goods are at all times of a high and consistent quality and free from alien odours, colours, properties and contaminations, in whichever way, shape or form (regardless of whether these contaminations cause a change in the product properties) and free from constructional, material and manufacturing defects, as well as defects or faults in the nature, composition, contents and recipe.

9.4 If during the production, after completion thereof or upon or after delivery the goods or the corresponding documentation are partly or fully rejected by Ruitenberg or the competent authorities, or if it is otherwise concluded that they do not meet the specifications, properties and requirements to be set to the goods or as agreed, regardless of the fact whether the goods are in accordance with the production and/or confirmation samples approved by Ruitenberg in writing, the other party, at the discretion of Ruitenberg, shall (i) adjust the production to the satisfaction of Ruitenberg in order to meet the specifications, properties and requirements, (ii) refund any monies paid or (iii) deliver goods and/or documents that meet the specifications, properties and requirements to be attached to the goods, without prejudice to any other rights of Ruitenberg.

9.5 Ruitenberg is entitled to return rejected goods and/or documentation at the expense of the other party or to retain the rejected goods at the expense and risk of the other party. If the goods and/or documents are stored by Ruitenberg, the other party, within two days of having requested to do so by Ruitenberg, shall be obliged to collect the goods from Ruitenberg, failing which Ruitenberg shall be entitled to deal with the goods as Ruitenberg sees fit.

Performance of services

10. General

Articles 10 to 12 apply in addition to the general provisions above and below, insofar as the agreement between Ruitenberg and the other party is in relation to services purchased by Ruitenberg from or via the other party. In the event of contradictions between articles 10 to 12 and other articles from these conditions, articles 10 to 12 take precedence.

11. Execution

11.1 The other party must execute the instruction within the agreed term, in accordance with a programme approved by Ruitenberg in writing. By exceeding this term the other party shall be in breach of contract, without a notice of default being required. The other party is obliged to timely notify Ruitenberg of the progress in advance, as well as of any possibility of the term being exceeded. Such an advance notification does not release the other party from its liability in the event the term is actually exceeded. If, in the opinion of the other party, the agreed work has been completed, the other party must notify Ruitenberg thereof, in writing. Ruitenberg, within fourteen days of having received that notification, shall inform the other party whether Ruitenberg accepts the performance or not. The work being used by Ruitenberg cannot be deemed acceptance thereof. Upon acceptance of the performance, the rights of Ruitenberg in respect of any failures do not lapse, regardless of whether Ruitenberg discovered or could have reasonably discovered these failures during the acceptance term and did not report them to the other party.

11.2 The agreement stipulating a penalty for exceeding the term within which the instruction must be completed shall be without prejudice to the damage suffered by Ruitenberg as a result of late completion having to be compensated by the other party, provided that this damage exceeds the sum of the penalty.

11.3 If and insofar as the work is performed at the location of Ruitenberg, the working hours applicable there must be adhered to, unless otherwise agreed in writing. The other party shall be obliged to perform the work outside these working hours on Ruitenberg's demand. Travel and waiting times do not count as time worked and can only be charged to Ruitenberg subject to an explicit written agreement to that end between Ruitenberg and the other party.

11.4 Except with the written consent of Ruitenberg, the other party is not permitted to partly or fully outsource the work to third parties, through subcontracting or otherwise. In the event of such consent, as well as in the event of Ruitenberg prescribing the engagement of certain third parties, the other party remains fully responsible for the execution of the instruction. Actions and shortcomings on behalf of the third parties referred to in this article, or their staff, shall be deemed as actions and shortcomings of the other party itself.

11.5 The other party, at its expense and timely in advance, must arrange for the permits, exceptions, inspections and orders required for the execution of the work and/or deployment of staff.

11.6 The supply and removal of materials, including waste, rubble, packaging and residual matter produced as a result of the prescribed work, must be arranged by and at the expense of the other party, in the manner prescribed by law.

12. Warranty

12.1 The other party guarantees to be a specialist with regard to the services to be performed and that the result as intended in accordance with the instruction, including the functional suitability, shall be achieved and that the requirements set by Ruitenberg within that framework shall be met. The other party further guarantees the suitability and soundness of the designs, drawings, guidelines, materials and suchlike, advised, prescribed or provided by or on behalf of the other party.

- 12.2 If the work consists of consultation services, the other party guarantees the correctness and soundness thereof.
- 12.3 Finally, the other party guarantees that the work is at all times executed with due observance of all statutory and other government provisions in the field of payment of social insurance contributions and tax, safety, the environment, hygiene, product labelling or otherwise, as applicable by law and onsite the work. All costs of measures, including remedial action, in order to meet these provisions and all fines and/or damage as a result of failure to comply with these provisions, shall at all times be at the expense of the other party, also if these costs were in first instance borne by Ruitenberg.

General provisions

13. Intellectual and industrial property rights

- 13.1 Drawings, images, designs, models, calculations, operating and processing methods, tools, templates and anything else that can be subject to any intellectual or industrial property right or which can be deemed equal to that (hereinafter referred to as 'documents and materials'), provided by Ruitenberg or which are manufactured for Ruitenberg by or on behalf of the other party on the instruction of Ruitenberg, as well as all intellectual and industrial property rights in relation to this, shall be exclusively vested in Ruitenberg, which party shall also be deemed to be the manufacturer and/designer thereof, all this regardless of whether Ruitenberg pays a separate or compound consideration for that. The other party undertakes to do everything that is conducive to Ruitenberg obtaining the exclusive rights referred to here (including signing the necessary deeds of transfer). The rights to all documents and materials made available by Ruitenberg to the other party in connection with making an offer and executing the agreement, in whichever way, shape or form and regardless of the manner in which they have been used or stored, are vested in Ruitenberg.
- 13.2 The other party is obliged to return such documentation and materials provided by Ruitenberg to the latter on Ruitenberg's demand, yet in any case after termination of the agreement. The risk of the aforesaid documentation and materials rests with the other party, until returned. The other party shall check the correctness and mutual coherence of such information and materials prior to execution of the agreement and report any deviations and imperfections to Ruitenberg, failing which the other party shall be liable for all damage and costs suffered by Ruitenberg as a result.
- 13.3 The other party must mark the documentation and materials provided by Ruitenberg as property of Ruitenberg and notify third parties of the property right of Ruitenberg. The other party must immediately notify Ruitenberg if the documentation and/or materials are seized or otherwise removed from the free disposal of the other party.
- 13.4 The other party shall not use the documentation and materials provided by Ruitenberg for purposes other than for which they were made available and refrain from reproducing them or making them available or disclosing them to third parties or, either fully or partly, in whichever way, shape or form.
- 13.5 The other party guarantees Ruitenberg that the use (including the sale or delivery) of the goods delivered to Ruitenberg does not constitute an infringement to any third-party intellectual or industrial property right and shall indemnify Ruitenberg against third-party claims in this respect immediately on request and fully pay the damage and costs of Ruitenberg in connection with those claims. Any approval of Ruitenberg of documentation, materials and other details or information provided by or on behalf of the other party does not affect or diminish the obligations of the other party by virtue of this article and these general terms and conditions.

14. Secrecy

- 14.1 The other party is obliged to observe secrecy with regard to all information originating from Ruitenberg, including all that the other party takes cognizance of in relation to Ruitenberg within the framework of a request for an offer, an order and/or the execution of an agreement and to impose this secrecy on staff members and third parties deployed by the other party within the framework of making an offer, assessing an order and executing an agreement. The provisions of this article particularly, yet not exclusively, apply to details and information with regard to products, systems or processes developed by the other party in conjunction with or on the instruction of Ruitenberg. The other party is forbidden to use the information referred to for personal use or third parties.
- 14.2 Without the prior written consent of Ruitenberg, the other party is obliged to refrain from the direct or indirect use of its relationship with Ruitenberg for promotional activities or other purposes.

15. Force majeure

- 15.1 In the event of force majeure on the part of the other party, the other party shall immediately notify Ruitenberg of the details, in writing, and keep Ruitenberg informed of the developments surrounding the facts with regard to the situation of force majeure.
- 15.2 If, in the event of force majeure, in the opinion of Ruitenberg performance of the agreement is prevented or impeded for a period of 30 days or more, or the continued enforcement of the agreement is or could become unnecessarily onerous for Ruitenberg, Ruitenberg, at its discretion, shall be entitled to fully or partly terminate or dissolve the agreement with immediate effect, without prior notice of default, notification or judicial intervention, by means of a written statement, without Ruitenberg being obliged to pay any costs in this respect. In that case, Ruitenberg shall be entitled to retain that part of the goods already delivered, including all corresponding materials, or to retain the executed part of the agreement or to demand the surrender thereof and to complete this (or have this completed) at the expense of the other party.
- 15.3 Force majeure on the part of the other party does not explicitly include suppliers of the other party not delivering or delivering late, for whatever reason, as well as late performance as a result of fire, smoke, explosion, water damage, theft, natural disasters, industrial strikes, war, the threat of war, export and import bans, impeding measures of the government, industrial accidents and/or operational failures.

16. Regulations

- 16.1 During the execution of the agreements, the other party and its staff, within the grounds and buildings of Ruitenberg, shall strictly obey the corporate and health & safety regulations applicable at Ruitenberg, as well as the instructions and guidelines issued by Ruitenberg from time to time, particularly with regard to the supply and storage of goods, materials and/or tools and gaining access to the grounds and buildings.
- 16.2 Only those persons that have been reported by the other party to Ruitenberg and whose access has been approved by Ruitenberg are authorised to gain access to the grounds of Ruitenberg.
- 16.3 Except in the event of intention or gross negligence on the part of Ruitenberg or its managerial subordinates, Ruitenberg shall not be liable for any damage or injury, regardless of the nature thereof and regardless of the manner in which it has arisen or was inflicted on the other party during the execution of the agreement, to third parties engaged by the other party or otherwise involved in the execution of the agreement, to property of the other party or such third parties, or to persons in the employment of the other party or such third parties. Ruitenberg shall in no instance be liable for indirect or emotional damage, such as, but not limited to, direct trading loss, consequential damage or losses, demurrage, loss of income and profits, loss of clients, reputational damage and/or damage to goodwill. The other party indemnifies Ruitenberg against and reimburses Ruitenberg for all claims with regard to which Ruitenberg is not or does not wish to be liable by virtue of the above.
- 16.4 The other party, at its expense and risk, shall arrange for the necessary systems, auxiliary materials and tools.

17. Liability

- 17.1 The other party is liable for all damage of Ruitenberg, regardless of the nature thereof and in whichever way arisen or inflicted, which is the result of any shortcoming in the fulfilment of the obligations by the other party under the agreement (such as, but not limited to, the warranty obligations specified in articles 9 and 12 of these conditions), as well as all damage inflicted by the other party, its staff, (legal) persons engaged by the other party and/or goods delivered or to be delivered or services provided or to be provided to persons/property of Ruitenberg or third parties: the other party indemnifies Ruitenberg against and reimburses Ruitenberg for all third-party claims arising from or in relation to the above. The damage referred to in article 17.1 includes all costs that are incurred and all damage that is suffered in connection with taking measures which, in the opinion of Ruitenberg and/or the relevant third parties are needed to prevent or limit (further) damage, including, but not limited to recalls.
- 17.2 In addition, the other party indemnifies Ruitenberg against all third-party claims for compensation referred to in article 17.1. The other party shall further reimburse Ruitenberg the reasonable costs of defence against such third-party claims.
- 17.3 The other party must be sufficiently insured against all damage referred to in articles 17.1 and 17.2. Ruitenberg reserves the right to ask for a certificate of insurance or demand that the policy states that Ruitenberg shall be the beneficiary of any payments made under the insurance, if Ruitenberg must reimburse the damage in first instance.
- 17.4 The other party, for the purpose of increased security to ensure that the obligations of the other party to reimburse damage or pay third-party claims as referred to in articles 17.1 and 17.2 are fulfilled, within 14 working of the other party having been informed by Ruitenberg of the damage referred to

above, is obliged to provide a bank guarantee of a reputable Dutch bank of which Ruitenberg is the beneficiary, for the amount which equals the estimate of the loss adjuster engaged by or on behalf of Ruitenberg, increased by an additional amount of thirty percent to cover interest and (consultant's) fees and with a term of validity until (i) the authority of a final decision has been acquired or (ii) a notarial settlement agreement with regard to the damage has been signed.

17.5

18. Ban on contracting out and assignment set-off

- 18.1 Without the written consent of Ruitenberg, the other party is forbidden to partly or fully transfer or outsource the agreement, or the execution thereof, to third parties. Ruitenberg is at all times entitled to partly or fully transfer the agreement to any other group company of Ruitenberg, without the consent of the other party.
- 18.2 Claims of the other party against Ruitenberg are non-transferable, unless with the written consent of Ruitenberg.
- 18.3 Ruitenberg is at all times entitled to set off all that Ruitenberg owes or shall owe to the other party against all that the other party and/or companies affiliated to the other party owes or shall owe to Ruitenberg or a company within the Ruitenberg group, whether or not due and payable or subject to conditions or time limit. The other party is entitled to any set-off subject to the written consent of Ruitenberg.

19. Dissolution

- 19.1 Ruitenberg shall be entitled to suspend the execution of the agreement or, at its discretion, to partly or fully terminate or dissolve the agreement with immediate effect by means of a written statement, without prior notice of default, notification or judicial intervention and without prejudice to all its rights to compensation of costs, damage and interest:
- if the other party fails to fulfil one or more of its obligations arising from or otherwise related to the agreement, or fails to do so in time or properly, or if it is certain that performance without breach of contract shall be impossible;
 - if Ruitenberg has justified reasons to believe that the other party is or shall be unable or unwilling to fulfil its obligations;
 - if the other party is declared insolvent or its insolvency or moratorium, provisional or otherwise, has been filed for or granted, is wound up or has discontinued its operations, offers an agreement or has (part of) its assets seized or otherwise appears to be insolvent;
 - if, in the opinion of Ruitenberg, the other party (or its company) is subject to drastic changes in the direct or indirect share ownership or control structures.
- 19.2 Ruitenberg shall also be entitled to, at its discretion, terminate or dissolve the agreement if, in connection with the formation or execution of the agreement, a person who forms part of the organisation of Ruitenberg is offered or provided with any gains.
- 19.3 In the event of termination or dissolution, Ruitenberg shall never be obliged to pay compensation, in any way, shape or form. The other party is obliged to indemnify Ruitenberg against and to compensate Ruitenberg for third-party claims that arise from or in connection with the termination or dissolution.
- 19.4 In the event of termination or dissolution, the other party is obliged to immediately reimburse all costs incurred by Ruitenberg to date, without prejudice to the other rights of Ruitenberg by virtue of the law, the agreement or these general terms and conditions (including the right of Ruitenberg to claim full compensation). In addition, in the event of termination or dissolution, Ruitenberg, at its discretion, shall be entitled (i) to retain that part of the goods already delivered, including all corresponding materials, or to retain the executed part of the agreement or to demand the surrender thereof and to complete this (or have this completed) at the expense of the other party or (ii) to force the other party to refund Ruitenberg all that has been paid by Ruitenberg to date, subject to returning all goods delivered to Ruitenberg to date.
- 19.5 Further to the stated instances, Ruitenberg shall at all times be entitled to terminate or dissolve the agreement unilaterally, subject to compensation of the pro rata price for the part of the agreement already delivered or executed, increased by a surcharge of 5% of the price of the part of the agreement yet to be delivered or executed, if and insofar as the other party suffers damage and/or losses (including loss of profits) as a result of that termination or dissolution. The aforesaid compensation replaces any other remedy of the other party by virtue of that termination or dissolution.

20. Incoterms and AEO (Authorised Economic Operator) Certificate

- 20.1 The business terms used in these conditions or in other agreements between the parties and in other documents must be interpreted and explained in accordance with the provisions of the latest version of the Incoterms.
- 20.2 The other party guarantees that it is either (i) in the possession of a combined AEO certificate for 'Customs simplifications and Safety', or (ii) has submitted an application for such AEO certificate, or (iii) is able to produce a personal statement signed by the management board of the other party with regard to safety and security, as referred to in the Common format of security declarations for AEOs and AEOF of the European Committee (reference number TAXUD/2007/1729).

21. Other provisions, applicable law and competent court

- 21.1 If one or several of the provisions in these general terms and conditions appear to be invalid or are set aside by a court of law, the other provisions shall continue to apply in full.
- 21.2 All agreements between Ruitenberg and the other party are governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is excluded.
- 21.3 All disputes arising between the parties or otherwise related to any agreement and/or these general terms and conditions and which are subject to the competency of the civil-law sector of a District Court shall in first instance and exclusively be settled by the District Court of Zutphen, the Netherlands, (preliminary relief proceedings), unless Ruitenberg prefers a different court of law or arbitration. In the event that Ruitenberg prefers arbitration, the place of arbitration shall be Zutphen, the Netherlands. In addition, arbitration shall be subject to the Netherlands Code of Civil Procedure, the arbitral tribunal shall consist of three arbitrators, Ruitenberg and the other party shall each appoint an arbitrator within 14 days of Ruitenberg having sent the arbitration notification, which arbitrators shall appoint a third arbitrator and the language of the arbitration shall be Dutch.