

Article 1 – definitions

- 1.1 In these Terms and Conditions, the terms and expressions used below have the following meanings:
- Intellectual Property Rights: all intellectual property rights in the broadest sense of the word, including copyrights, design rights, trademark rights and patent rights, know-how and claims on account of slavish imitation or unlawful competition;
 - Supplier: a natural person or legal entity that supplies products to the Supplier, or the party with whom/which the Supplier considers entering into a Contract in that regard;
 - Quotation: a Supplier's Written offer to supply a quantity of products at a certain price;
 - Client: Jumbo Supermarkten B.V. and their affiliated companies that refer to or utilise these Terms and Conditions;
 - Order Line: an order of a certain quantity of one and the same product;
 - Contract: the arrangements made between the Client and the Supplier regarding the supply of products, as laid down in Writing and possibly agreed verbally;
 - Parties: the Client and the Supplier;
 - Private Label: a product that is marketed under the name of the Client or any of its affiliated companies;
 - Written/in Writing: any type of recording in writing, including recording by electronic means as further defined in Article 6:227a of the Dutch Civil Code;
 - Confidential Information: has the meaning given to it in Article 11;
 - Terms and Conditions: these general terms and conditions of purchase.

Article 2 – applicability

- 2.1 These Terms and Conditions are applicable to all requests, offers, tenders, instructions, orders and Contracts regarding the supply of products by the Supplier to the Client.
- 2.2 Any variations to these Terms and Conditions are only legally valid if they have been expressly agreed in Writing between the Supplier and a representative of the Client who has been authorised for that purpose.
- 2.3 The Supplier agrees that these Terms and Conditions will apply to any later Contracts between the Supplier and the Client and related companies.
- 2.4 The Supplier's general terms and conditions are hereby expressly rejected.
- 2.5 The applicability of the Vienna Sales Convention (the United Nations Convention on Contracts for the International Sale of Goods) is excluded.

Article 3 – formation of a Contract

- 3.1 A Contract is formed if and when the Client places an order with the Supplier.
- 3.2 Requests for prices and Quotations by the Client are without any obligation. Any and all costs ensuing from the drafting and issue of a request for prices and/or a Quotation by the Supplier will be entirely at the Supplier's expense.
- 3.4 Samples provided by the Supplier are free of charge in all cases, both before and after the conclusion of a Contract.

Article 4 – prices

- 4.1 The price stated in the Contract does not include VAT and is a fixed price for delivery carriage paid to the Client's warehouses, unless otherwise agreed, and includes all costs, such as costs of transport, insurance, packaging, foreign exchange risk, packing materials, import duties, etc.
- 4.2 Price increases, both general and specific, are not permitted during the term of the Contract, unless the Client has expressly accepted them in Writing in advance and they have been proposed at least 4 weeks prior to the intended commencement date.

Article 5 – delivery

- 5.1 The Supplier delivers the products "Delivered Duty Paid" (DDP), as stipulated in the latest edition of the Incoterms. Unless otherwise agreed in Writing, delivery will take place carriage paid to the Client's supermarket or warehouses and will be accompanied by the corresponding delivery note. Delivery, including the unloading activities included in these Terms and Conditions, will take place at the location indicated by the Client. The Supplier must follow the rules and instructions applicable at the known place

- of delivery and is responsible for correct and timely delivery. This is subject to Article 4.1. Delivery will take place without suspension or setoff.
- 5.2 The delivery periods and/or delivery dates that form part of the Contract are deadlines. If they are exceeded, the Supplier will be in breach without notice of default. If no delivery period or date is stated, the products or services must be delivered at most thirty days after the formation of the Contract (as referred to in Article 3).
- 5.3 The Client has no purchase obligation and may further determine the quantity of products to be purchased during the term of the Contract. This does not apply to high-volume Contracts.
- 5.4 The Supplier must report any threatening failure to meet the delivery period and/or any threatening incomplete deliveries immediately in Writing, stating the reason, to the Client. This does not affect any consequences that this failure has under the Contract or legal provisions.
- 5.5 The Client may refuse deliveries arriving earlier than agreed.
- 5.6 Partial delivery and delivery of more or less than the agreed quantities and delivery before the expiry of the delivery period agreed is only permitted if prior Written permission is obtained from the Client. The risk in respect of items that the Supplier has delivered in excess and that are stored by the Client will remain with the Supplier until agreement is reached on what must be done with them. All costs related to the storage of more than the agreed quantities will be at the Supplier's expense, unless otherwise agreed in Writing.
- 5.7 The Supplier is obliged to supply the products in accordance with the GS1 guidelines and the Jumbo Supply Chain conditions (partly with a view to transport, entry and storage) and to have them accompanied by the relevant documents as described in these guidelines and conditions.
- 5.8 The Supplier is obliged to take back all packing materials used that are not part of a so-called "pool system" at its own expense and risk. Packing materials remaining behind may be returned by the Client at the Supplier's expense.
- 5.9 The Supplier will make sure that the items are always stored and transported under conditions that guarantee the quality and at least fulfil all legal requirements. For temperature-sensitive items, the Supplier will make sure that the temperature does not exceed and/or drop below the temperature that is desirable and/or necessary for the preservation of the proper quality and will regularly monitor and register the temperature.
- 5.10 The Supplier guarantees correct and complete delivery at the delivery address agreed.
- 5.11 Delivery is only considered completed if and when all of the products have been supplied and delivered in accordance with the Contract to the location indicated by the Client. The risk passes at that time.
- 5.12 The products and/or services to be supplied will be at the Supplier's expense and risk until completion of the delivery.
- 5.13 The Supplier undertakes to have all communication regarding the flow of goods (i.e. order, packing list (DESADV) and invoice) take place through EDI. The Supplier will meet all GS1 standards regarding the content of EDI messaging. The Client will consider the Supplier's interests in this regard. If the Supplier does not comply with this, the Supplier will owe the Client € 70 (seventy euros) per message. The Client will have the right to refuse delivery if the Supplier has not used the packing list (DESADV) and SSCC upon receipt.

Article 6 – inspection – changes – communication – information

- 6.1 The delivery of the products as described in Article 5 above does not constitute acceptance of the products by the Client.
- 6.2 Within a reasonable period from delivery, the Client will inspect the products regarding the nature, condition, quality and quantity and will also establish whether the products are in conformity with the arrangements made between the Parties.
- 6.3 If the products delivered are not in conformity with the arrangements made between the Parties, the Client will not be bound to accept them. The Client will have the right to exercise the rights the law confers on it at any time.
- 6.4 Acceptance by the Client will not detract from any guarantees provided by the Supplier or from the Supplier's liability.

- 6.5 In the event of non-acceptance of any products supplied, at the Client's first request the Supplier will take back the non-accepted products supplied within a reasonable period of time and will ensure that they are replaced at the Client's request.
- 6.6 If the Supplier does not take back the non-accepted products within a reasonable period from the Client's request, the Client will have the right to store or return the products at the Supplier's expense and risk.
- 6.7 If return of any products supplied is not reasonably possible in the Client's opinion, the Client will retain the products for the Supplier and at the Supplier's expense and risk. It will inform the Supplier accordingly.
- 6.8 The Supplier will not make any changes to the specifications stated by the Client without Written permission or a Written request from the Client, including, but expressly not limited to, EAN, order unit, ingredients and logistics load carriers.
- 6.9 At the Client's request the Supplier will – as soon as possible but in any event within 24 hours – make the following information available in a manner and form as requested by the Client:
- information on the production process of a particular product;
 - product specifications and the preparation method of a particular product;
 - risk analysis for a particular product and information relating to undesired effects on the health of users when using a particular product;
 - names and email addresses of the most important employees of the Supplier;
 - information on the Supplier's suppliers of a particular product;
 - any other information required by the Client.

Article 7 – guarantee

- 7.1 The Supplier guarantees that the products, including the packaging:
- meet the specifications that form part of the Contract and – if applicable – are in conformity with samples, images and/or descriptions provided by the Supplier;
 - are suitable for the intended purpose;
 - comply with all legal requirements valid at the time of delivery for the country in which the products (or services) are intended to be used;
 - are provided with the correct expiration date (best before (THT) or use-by (TGT) date); however, raw products such as vegetables and fruit do not need to be provided with an expiration date, unless otherwise indicated;
 - are provided with all legally necessary markings and – if applicable – are supplied with proper instructions for use;
 - are manufactured in accordance with the latest scientific knowledge with regard to health, hygiene, the environment and safety;
 - are manufactured with materials of traceable origin;
 - are manufactured taking account of proper hygiene and in accordance with a sound HACCP system;
 - do not infringe the rights of third parties;
 - are free of charges and/or encumbrances;
 - are free of foreign objects or items, contamination and/or hazardous materials.
- 7.2 Supplier is obliged to provide the Client, directly or indirectly (via GS1 and SIM), with all relevant product data in a timely, correct and complete manner. This obligation concerns data required for compliance with national and European laws and regulations (including, but not limited to, product safety, food information, sustainability legislation and other obligations), as well as information necessary on the basis of other obligations, chain agreements or internal tasks, processes and guidelines of the Client. Supplier undertakes to proactively update this data if changes occur and guarantees that the product data supplied remains current, correct and complete throughout the sales period of the product. Supplier indemnifies the Client against any consequences arising from incorrect, incomplete or late supplied data.
- 7.3 The Supplier indemnifies the Client against any claims by third parties on the basis of defective products (or services) and will indemnify the Client for all loss or damage the Client incurs as a result of any such defects.
- 7.4 The Supplier indemnifies the Client against all damages, fines, measures, costs, and claims from third parties or regulatory authorities (such as the Netherlands Food and Consumer Product Safety Authority (NVWA) or the Human Environment and Transport Inspectorate (ILT)) resulting from defects in the delivered products or failure to comply (in a timely manner) with applicable or future legal requirements, including requirements regarding safety, labelling, packaging, origin, or product information. If the Client is contacted by a regulatory authority, the Supplier is obligated to fully reimburse all resulting damages and costs (including recalls, legal assistance, fines, and reputational damage) upon first request and within 7 days. This obligation remains in effect after the termination of the Agreement and is not limited by any limitation of liability of the Supplier.

Article 8 – payment

- 8.1 The Supplier is bound to offer the Client a clear itemised invoice that meets the conditions the Client has set for that purpose. Any deviations will give the Client the right to suspend payment.
- 8.2 Payment by the Client will not in any way imply acceptance or a waiver of rights.
- 8.3 Unless otherwise agreed, the Supplier will pay conditions to Client within 14 days of receipt of an invoice.
- 8.4 If the Client defaults on the payment of any sum due to the Supplier, the Client will be liable to pay interest in the amount of the one-month Euribor rate, with a surcharge of 0.5%.

Article 9 – ownership

- 9.1 In the event that the Client makes materials, such as recipes, equipment, drawings, specifications or software, available to the Supplier, these will remain the Client's property. The Supplier will keep them separate from items belonging to the Supplier or to third parties. The Supplier will mark them as the Client's property. The Supplier may only use the aforementioned materials to perform the Contract concluded with the Client.
- 9.2 As soon as the Client's materials as defined in the previous article are incorporated into the Supplier's items, a new item is created, which will be the Client's property.
- 9.3 Ownership of the products passes to the Client at the time of delivery, unless an earlier date for passing of ownership ensues from Article 9.4.
- 9.4 If the Client pays for items before delivery, ownership of the items will pass at that time. If the items are under the Supplier's control, the Supplier will hold these items for the Client. If these items are under a third party's control, this third party will hold the items for the Client as from that time.

Article 10 – intellectual property

- 10.1 The Supplier guarantees that the products and/or services do not infringe the rights of third parties, including Intellectual Property Rights. The Supplier fully indemnifies the Client and its customers against claims by third parties on account of alleged infringement. The Supplier will compensate all costs (including the costs of legal assistance) and loss or damage that the Client and its customers may suffer as a result of a violation of this guarantee.
- 10.2 All Intellectual Property Rights with regard to specifications, recipes, methods, designs, drawings, models, slogans, texts, descriptions, artistic performances, artwork and other publicity materials, domain names, trade and/or brand names and other documents, materials and information that the Client has made available to the Supplier or that have come into the Supplier's possession in connection with the performance of the Contract are entirely the Client's property or fully belong to the Client. The Client will also be regarded as a maker and designer, regardless of whether the Supplier has charged any costs in this respect.
- 10.3 Any and all Intellectual Property Rights with regard to Private Label products and other products and/or services that the Supplier develops or improves for the Client's benefit are entirely the Client's property or fully belong to the Client, unless otherwise agreed in Writing. The Supplier hereby transfers such Intellectual Property Rights to the Client in advance, which transfer the Client hereby accepts in advance. The Supplier guarantees to the Client that the Supplier has all Intellectual Property Rights and is authorised to effect this transfer. The Client does not owe any separate fee for them and may freely make use of them.
- 10.4 To the extent that a further deed or registration in a register is required for the transfer as referred to in Article 10.3, at the Client's first request the Supplier will cooperate with the Client in the transfer and/or registration of such rights without attaching any conditions to this cooperation. The Supplier hereby grants the Client an irrevocable power of attorney to draft and sign such deeds on the Supplier's behalf and to effect such registrations. Any costs associated with the transfer or registration of the relevant Intellectual Property Rights will be at the Client's expense.
- 10.5 To the extent that any copyrights are transferred, the Supplier hereby irrevocably waives any and all personality rights (*persoonlijkheidsrechten*) within the meaning of the Dutch Copyright Act belonging to the Supplier or its staff, to the extent permitted by law.

- 10.6 The Supplier recognises that, in the event of a transfer of copyrighted works to the Client or in the event that rights of use are provided on copyrighted works for the Client's benefit, the fees the Supplier receives pursuant to this Contract are fair compensation (*billijke vergoeding*) within the meaning of the Dutch Copyright Act. The Supplier declares that it cannot claim any additional fees.
- 10.7 The Supplier is entitled to use the information provided by the Client, but exclusively in connection with and during the term of the Contract and barring withdrawal by the Client. Therefore, this information is and will remain the Client's property.

Article 11 – confidentiality

- 11.1 Any and all competitively sensitive and company-confidential information in any form (including price lists, product specifications, protocols, and price promotions and innovation actions) that the Parties exchange or have already exchanged in connection with the formation, or possible formation, of a Contract or during the term of the Contract, to which they grant or have granted each other access or with which they are or have been confronted, will be deemed confidential ("**Confidential Information**").
- 11.2 The Supplier will not use, copy or save the Confidential Information for any purpose other than the purpose for which the information is provided to it. The Supplier will keep the Confidential Information safe and will not retain it for any longer than is reasonably necessary for the performance of the Contract.
- 11.3 The Supplier is not free to provide the Confidential Information to third parties in any way, unless it has obtained the Client's Written permission for this purpose.
- 11.4 The Supplier undertakes to ensure that only the employees who are involved in the formation, or possible formation, or performance of the Contract will have access to the Confidential Information. Employees who are not involved in this are regarded as third parties within the meaning of Article 11.3.
- 11.5 If the Supplier acts contrary to the provisions of this article, it will incur an immediately payable penalty of € 50,000 (fifty thousand euros) for each violation, regardless of the Client's option to also recover the loss or damage actually suffered and yet to be suffered from the Supplier in full.
- 11.6 The obligations under this article will remain in force after termination of the Contract.

Article 12 – insurance

- 12.1 The Supplier will take out adequate insurance against any liability arising from the Contract. This insurance must be taken out with a sound company, on conditions that do not deviate negatively from the usual conditions and to the sum of € 5,000,000. Upon first request, the Supplier will make the policy and proof of premium payment available to the Client for inspection or will submit copies of the same to the Client.

Article 13 – outsourcing

- 13.1 Unless prior Written approval has been obtained from the Client, the Supplier is not permitted to have the products produced, packaged or processed by third parties and/or to have third parties provide the services. Written approval from the Client does not release the Supplier from any obligation and/or liability ensuing from the acceptance of the Contract and/or order.

Article 14 – non-performance – liability – compensation

- 14.1 In the event that the Supplier attributably fails to perform one or more of its obligations under these Terms and Conditions and/or a Contract or in the event that it acts unlawfully in respect of the Client, the Supplier will be liable for all ensuing loss, damage and costs. This loss and damage includes trading loss, consequential loss, loss of turnover, lost profits, reduced goodwill, costs of communication to the public, damage to reputation and good name, and costs to limit, undo or establish the extent of the loss or damage.
- 14.2 The Supplier will fully indemnify the Client against all detrimental consequences in connection with third-party claims.
- 14.3 Any liability on the part of the Client under these Terms and Conditions is excluded, save if and to the extent that the loss or damage is the result of intent or gross recklessness on the part of the Client's management. In all cases in which the Client is nevertheless bound to pay compensation, this compensation will never exceed – at its discretion – either the invoice amount of the products supplied, or at least the part of the products that caused the damage or loss or in connection with which the damage or loss was caused, or, if the loss or damage is covered by an insurer of the Client, the amount that the insurer actually pays out in this regard.
- 14.4 The Supplier will owe Jumbo an immediately payable penalty in the following cases:

- If the Supplier supplies less than 90% of the products per Order Line in time, completely and in accordance with the arrangements made in the Contract (of which these Terms and Conditions and the supply chain terms and conditions expressly form part): a penalty of € 250 (in words: two hundred and fifty euros) at order level.

And

- If, at period level (4 weeks), the Supplier supplies less than 99% of the products in time, completely and in accordance with the arrangements made in the Contract (of which these Terms and Conditions and the supply chain terms and conditions expressly form part): a penalty of the difference between 99% less the actual percentage of correct, timely and complete products supplied in accordance with the arrangements multiplied by the net invoice amount at period level based on the orders placed (exclusive of VAT) multiplied by the multiplier below.

The multiplier, which applies to the past 13 periods:

1st period less than 99%:	multiplier of 10%
2nd period less than 99%:	multiplier of 20%
3rd period and more often less than 99%:	multiplier of 30%

- 14.5 The contractual penalties stated in Article 14.4 do not affect the Client's right to full compensation (which may also include lost margins) or other legal and contractual rights (including performance) that the Client may have. In addition, the Client reserves the right to reduce or fully discontinue the distribution of the relevant products of the Supplier, without this having any consequences for the arrangements made regarding promotion budgets, collaboration budgets and/or promotion discount budgets.

Article 15 – suspension – rescission

- 15.1 The Client is entitled to suspend its obligations if the Supplier fails to perform its commitment under any obligation in respect of the Client.
- 15.2 Without owing any compensation, without prejudice to its other rights and without a notice of default or judicial intervention being required, the Client has the right to terminate or rescind the Contract in whole or in part or to suspend the performance, or the further performance, of the Contract with the Supplier at any time desired with immediate effect by means of a Written notice to the Supplier, in the event that:
- the Supplier is put into liquidation;
 - a winding-up petition is filed for the Supplier or the Supplier files for its own bankruptcy;
 - suspension of payment or provisional suspension of payment is granted in respect of the Supplier;
 - an arrangement is made with the Supplier's creditors;
 - the Supplier loses the power to freely dispose of all or a substantial part of its assets, for example due to seizure;
 - the Supplier discontinues all or a substantial part of its business, including winding-up of the business or the contribution of the business to a company to be incorporated or already existing;
 - a resolution to dissolve the Supplier as a legal entity has been passed;
 - the Supplier fails to perform one or more of its obligations pursuant to the Contract or these Terms and Conditions; and/or
 - a third party, not being a group company or a subsidiary as referred to in Articles 2:24b and 2:24a of the Dutch Civil Code, respectively, directly or indirectly acquires control over or an interest in the Supplier's company or activities.
- 15.3 The Supplier warrants that it and its directors, executives, shareholders, and/or other persons involved in the execution of the Contract, act in accordance with laws and regulations and applicable integrity standards.
- 15.4 The Supplier shall notify Jumbo without delay if it, or a person referred to in Article 15.3, is (or has been) involved in criminal acts, a criminal investigation, or measures taken by supervisory or judicial authorities.
- 15.5 Jumbo is entitled to terminate or rescind the Contract in whole or in part with immediate effect, or to take other appropriate measures, without any obligation to pay compensation.

Article 16 – force majeure

- 16.1 In the event of force majeure on the part of the Supplier as referred to in Article 6:75 of the Dutch Civil Code, the Supplier may suspend the performance of its obligations pursuant to the Contract on condition that the Supplier so notifies the Client in Writing, as soon as possible after the circumstance that gives rise to the force majeure has occurred, stating the cause of the force majeure. After receipt of the notification, the Client will have the right to terminate the Contract in Writing without this giving rise to any right to compensation, or to agree on a period with the Supplier within which the Parties will suspend the performance of the agreed obligations pending any remedy of the force majeure event.

- 16.2 The Supplier undertakes – to the extent that it can reasonably be required to do so – to remedy every cause of the force majeure, or to have it remedied, as soon as possible.

Article 17 – corporate social responsibility

- 17.1 The Supplier will focus on Corporate Social Responsibility when producing products that are sold and delivered to the Client. This means that the Supplier will supervise the supply chains in which the products are produced and that the following aspects will be complied with in the supply chains:
- Animal welfare and working conditions are guaranteed:
The various business processes must at the very least meet – but should preferably exceed – the statutory requirements concerning animal welfare and working conditions applicable in the country of production.
 - Reduction of the environmental impact and reduction of the footprint arising from the Supplier's own business processes and from the other links in the supply chain that are active parts of operations:
Activities to minimise and improve the environmental impact are increasing the sustainability of production processes (energy and water consumption) and the use of raw materials (more sustainable origin), minimising waste (more sustainable packaging and waste reduction) and transport (increased efficiency and sustainability), and avoiding food wastage and other wastage. These business processes must at the very least meet – but should preferably exceed – the statutory environmental requirements applicable in the country of production.
- 17.2 The Responsible Procurement Code forms part of the Contract. The Jumbo Quality, PL and CSR terms and conditions form part of the Contract to the extent that the collaboration is related to the supply of Private Label products.

Article 18 – publicity

- 18.1 In case of complaints from purchasers of the Client's items that lead to any form of publicity, the Supplier hereby grants the Client an irrevocable and unconditional power of attorney in advance to take appropriate measures to prevent or limit this publicity, also in its name and at its expense. The Client is authorised to transfer this power of attorney to the purchaser.

Article 19 – disputes and applicable law

- 19.1 Disputes between the Parties will be resolved as far as possible by means of proper consultation.
- 19.2 The Contract and these Terms and Conditions are governed by Dutch law.
- 19.3 Any and all disputes arising from or connected with the Contract and these Terms and Conditions will be submitted to the competent court of 's- Hertogenbosch in the first instance.

Article 20 – conversion

- 20.1 If any provision of the Contract or these Terms and Conditions is declared non-binding in court or should turn out to be non-binding for any other reason, this will not affect the validity and force of the other provisions. In such a case, the Parties will consult in order to replace the non-binding provision with a provision that is binding and that most closely approximates the provision deemed non-binding, partly in view of the purpose and purport of the relevant provision of this Contract or the Terms and Conditions.

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