

General Terms and Conditions of Sale

of Explosive Foods B.V.



1. Definitions

In these Terms and Conditions, the terms and expressions used below are defined as follows:

Confidential Information	as defined in article 13.1;
Customer	any natural or legal person who is in a contractual relationship with Explosive Foods, under an agreement concluded with Explosive Foods, and/or sales contract or other agreement. In particular, the term Customer includes those on whose account and on whose behalf or by whose action, products and/or services are delivered;
Explosive Foods	Explosive Foods B.V., as well as its affiliated companies that refer to or make use these Terms and Conditions;
Party/Parties	Explosive Foods and Customer individually or collectively;
Terms and Conditions	these general terms and conditions of sale;
In writing/written	any form of written record, including electronic recording as further defined in article 6:227a of the Dutch Civil Code (BW);

2. Applicability

- 2.1. These Terms and Conditions apply to all offers and quotations by Explosive Foods and all agreements entered into by Explosive Foods, under whatever name. These Terms and Conditions also apply to Explosive Foods agreements for the supply of products and services to Customers of Explosive Foods. These Terms and Conditions also apply to agreements with Explosive Foods which involve third parties.
- 2.2. The provisions in these terms may only be waived if and when Explosive Foods has expressly agreed or if this is agreed in writing with Explosive Foods. If the present Terms and Conditions are tacitly or expressly deviated from one or more times, the Customer cannot derive any rights from agreements concluded subsequently.
- 2.3. When these Terms and Conditions of sale refer to (delivery of) products, this also includes the provision of services and activities of any kind.

3. Offers and conclusion of agreement

- 3.1. All quotations and offers issued by Explosive Foods are non-binding, unless expressly stated otherwise in writing. A quotation or offer shall lapse if the product to which the quotation or offer relates is no longer available in the meantime.
- 3.2. Any order or purchase request placed by Customer, whether made orally, by telephone, by e-mail, electronically or otherwise, shall be deemed to constitute an offer by Customer to enter into an agreement.
- 3.3. An agreement shall only be concluded once Explosive Foods has accepted the Customer's offer in writing, for example by means of an order confirmation, or once Explosive Foods has otherwise commenced performance of the order.
- 3.4. The order confirmation issued by Explosive Foods shall be deemed to accurately and completely reflect the content of the agreement, unless Buyer objects in writing within 24 hours after receipt thereof. If the acceptance by Customer deviates from the offer made by Explosive Foods, including deviations on minor points, Explosive Foods shall not be bound by such deviations unless Explosive Foods has expressly accepted them in writing. Explosive Foods shall not be obliged to provide an acknowledgement of receipt of orders placed electronically.
- 3.5. Each agreement concluded with Explosive Foods contains the dissolving or suspending condition - at the discretion of Explosive Foods - that Explosive Foods will prove sufficient creditworthiness of the Customer, and this reason, at the sole discretion of Explosive Foods; hence, Explosive Foods has the right to refuse an order from a Customer.

- 3.6. Explosive Foods is entitled to require the Customer to provide security for the fulfilment of his obligations, also and in particular after the conclusion of the agreement. If the security required by Explosive Foods is not met, Explosive Foods can suspend performance of its obligations and/or terminate the contract, without judicial intervention, and without prejudice to any other rights for Explosive Foods arising from common law.
- 3.7. Information provided by Explosive Foods regarding the items offered, is provided to the best of its knowledge and done so with the utmost care but will never be considered binding.
- 3.8. In exceptional cases, at the discretion of Explosive Foods, it may be agreed by Explosive Foods to cancel an order. This authorization must be given in writing. Cancellation of an order by the Customer, will incur all costs and any damages and interest will be charged to the Customer.
- 3.9. Agreements and/or commitments made by employees of or on behalf of Explosive Foods are binding only if these agreements and/or commitments have been confirmed in writing by those members of the management, authorized to represent Explosive Foods.
- 3.10. Explosive Foods reserves the right to refuse orders/deliveries without giving reasons. Any such refusal shall never give any right to compensation.
- 3.11. Without the express written consent of Explosive Foods, the Customer is forbidden to transfer rights or obligations under agreements concluded with Explosive Foods to third parties, including to Customer affiliates.
- 3.12. If two or more Customers are contracted jointly, they are jointly and severally liable for the full performance of the contract concluded by them.
- 3.13. The Customer authorizes Explosive Foods to carry out the assignment through a Explosive Foods third party/parties, at a time determined in consultation. The Customer agrees to transfer to Explosive Foods third party/parties all rights and obligations arising from the agreement(s) concluded with the Customer by Explosive Foods.

4. Prices

- 4.1. Unless expressly stated otherwise, prices are in euro currency, excluding VAT, according to the minimum basic volumes of the transport used by Explosive Foods, excluding costs of packaging and/or loaned packaging. Transport costs are not included, they are carried by the Customer, unless otherwise agreed.
- 4.2. Unless otherwise provided for in the contract, the prices and delivery conditions which are present in the computer data of Explosive Foods at the date of delivery to the Customer shall be applicable. For seasonal products, the prices can vary from day to day.
- 4.3. Prices and offers of products offered by Explosive Foods on a delivery document are not binding. Where there are differences between the delivery document and the invoice price, the invoice price is binding.
- 4.4. The quantities delivered and/or the weights are listed by Explosive Foods on the delivery documentation, unless Explosive Foods wishes to deviate from them. If the Customer has not made known his objections within a maximum of 24 hours of receipt, the quantity or weight indicated on the delivery document is considered to correctly represent the delivery.
- 4.5. All agreed prices in the offer are binding unless one of the cost factors of the product changes during the period between the time of the offer and the time of delivery and the price increases as a consequence, over which Explosive Foods has no or little influence. In such cases, Explosive Foods has the right to adjust the agreed price accordingly, whether the cost increase was or was not foreseeable at the time of the offer, taking into account any relevant legal requirements.

5. Delivery, delivery times and delivery risk

- 5.1. Unless expressly otherwise agreed, delivery shall be made on an Ex Works (EXW) basis, in accordance with the Incoterms 2020.
- 5.2. Upon delivery to the Customer's address, if the Customer does not immediately collect the products, the Customer must do so within five days of receiving notice from Explosive Foods that the products are available. If the Customer fails to collect the products within the aforementioned period, Explosive Foods is entitled to €50 per pallet per week or part thereof to be charged as demurrage charges to the Customer.
- 5.3. The delivery times specified by Explosive Foods will never be regarded as deadlines, unless expressly agreed otherwise in writing. The delivery periods specified by Explosive Foods commence when the contract has been concluded and all required information for the execution of the order is in the possession of Explosive Foods. Delay in delivery will be no reason for the Customer to dissolve the agreement, unless Explosive Foods exceeds the limits of reasonableness. Delivery times may be extended and/or orders can be suspended during any time when the Customer has left unpaid any amount due or that has become due to Explosive Foods.
- 5.4. For delivery of the products to the address of the Customer, the mode of transport is determined by Explosive Foods. The Customer must immediately take delivery of the products. The Customer is obliged to ensure an adequate and accessible loading and unloading place and the shortest waiting time. If the waiting period is unreasonably expensive, the additional costs are borne by the Customer, and Explosive Foods has the right to inform the Customer of this. Transporting or in any way moving the products within the premises or the ground of the Customer is never included.

- 5.5. Explosive Foods is entitled to deliver the ordered products in batches and to immediately invoice the Customer for the products already supplied.
- 5.6. The risk of loss of or damage to the goods shall pass to the Customer at the moment the goods are made available to the Customer at the agreed place of delivery. If Explosive Foods, at the request of the Customer, arranges or facilitates the transport of the goods, such transport shall be at the Customer's expense and risk and shall not affect the application of the agreed Incoterm, unless the parties have expressly agreed otherwise.
- 5.7. If the Customer asks to have the products delivered to another place than the usual one, then Explosive Foods can charge the associated costs to the Customer.
- 5.8. The Customer is obliged to take delivery of the ordered and delivered products and to pay promptly in accordance with the agreed terms of payment, without any deduction or compensation. By payment of the invoice or by signing a delivery note, the Customer confirms receipt of the products. If the Customer fails to meet his obligation for purchase or payment, Explosive Foods is entitled to dissolve the agreement without judicial intervention.
- 5.9. Products incorrectly delivered by Explosive Foods can only be returned if they comply with the following conditions:
- be accompanied by a copy of the delivery document, the date of which is not more than seven days ago;
 - be in the original unopened containers;
 - have not been priced by the Customer;
 - be part of the regular Explosive Foods range;
 - be in good condition and be again saleable at normal prices;
 - be returned within the time limits specified in Explosive Foods's brochure of conditions.
- Brochure items can never be returned. In all situations mentioned in this article in which return of the products is not possible, an agreement of sale has been established between the Customer and Explosive Foods, rendering the Customer required to pay.
- 5.10. In the event of recall actions initiated by Explosive Foods due to product defects caused during manufacturing or packaging of the product, the Customer should deal with the products in accordance with the recall procedure made known by Explosive Foods for such cases.
- 5.11. Explosive Foods is under no obligation to supply products if a third party agrees with a Explosive Foods Customer to deliver products to them directly, while running the invoicing procedure through Explosive Foods.
- 5.12. If Explosive Foods is obliged by the Customer or by the government to take back delivery of the product, its packaging, residual material and the like, then the associated costs, including any costs of destruction, will be carried by the Customer.

6. Complaints and Claims

- 6.1. The goods to be delivered by Explosive Foods 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 normal use in the country where the Customer is established, insofar as this concerns a country within the European Union.
- The Customer shall check on receipt of the products that the delivery corresponds with the order. Visible damage or defects that have already, at the time of purchase (in one of the premises of Explosive Foods) could have been observed, must be reported immediately by the Customer. If the Customer, upon opening the packaging or the products, breaks or damages them before they are paid for, he is required to accept delivery of the products and pay for them.
- 6.2. Upon delivery of the products to the address of the buyer, visible damages, defects or shortcomings must be made known to Explosive Foods in writing within 24 hours by the Customer, failing which it will be considered fully proven that the Customer received the products in good and undamaged condition, at least as far as visually recognizable from the outside.
- 6.3. Complaints can only be accepted if accompanied by a quality assessment including pictures of the alleged defects. Failing this, the right to complain will expire.
- 6.4. Any claim of the Customer to Explosive Foods related to errors in delivery or defects in products of Explosive Foods or delivered by Explosive Foods expires irrevocably when the claims deadlines mentioned above have expired, and also in situations where the Customer has shown lack of cooperation with Explosive Foods with regard to an examination of the merits of the complaints. The products concerned must remain available for Explosive Foods for inspection, in the state and in the location at the time when the defects were discovered. The right to complain lapses after the Customer has started using the supplied products, or has started processing or treating them, or has sold them to third parties, unless Explosive Foods has given an explicit agreement regarding any sustainable use to which a manufacturer's warranty applies.
- 6.5. In addition, any form of guarantee will lapse if a defect originated as a consequence of or as a result of injudicious or improper use thereof or use after the best-before date or incorrect storage by the Customer and/or by third parties if, without Explosive Foods' written consent, the Customer or third parties made changes or tried to make changes to the product or if the product was processed or treated in a manner other than prescribed. The Customer is also not entitled to any warranty if the defect was caused by or is the result of circumstances beyond Explosive Foods' control, including weather conditions (such as, for instance, but not limited to extreme rainfall or temperatures) et cetera

- 6.6. If a complaint proves to be well founded and also complies with the procedures set out above as regards notifying of complaints, Explosive Foods will as soon as possible, at the discretion of Explosive Foods, either remedy the defect or provide a replacement product, or, if the purchase price for the product has already been invoiced, will credit the amount corresponding to the complaint. The Customer will have regard that in this kind of situation he will never be able to claim any compensation from Explosive Foods; Explosive Foods's liability is limited to the value of the products about which the complaint was made.
- 6.7. Claims and complaints give the Customer no right to suspend payment of the relevant invoice, while compensation by Explosive Foods is expressly excluded. The claims deadline on the invoices sent by Explosive Foods shall not exceed five days from the day of receipt. If within that period no protest has been made against the invoice, this shall be deemed to indicate that the underlying transaction(s) with Explosive Foods are correct and are approved by the Customer.

7. Retention

- 7.1. The products supplied by Explosive Foods remain the property of Explosive Foods until the moment of full payment of the purchase price, including any interest and costs. The products delivered to the Customer by Explosive Foods remain covered by the conditions until full payment of the purchase price, interest and costs by the Customer. After full payment, ownership of the products delivered is passed to the Customer; this payment shall be deemed always to relate to the longest outstanding invoice.
- 7.2. Once in possession of the Customer, the Explosive Foods products are considered to be the same as those listed on the unpaid invoices, insofar as the quantity of products by type and composition held by the Customer do not exceed that stated on the unpaid invoices.
- 7.3. The Customer has no right to give unpaid products on his premises as a possessory pledge or establish any other rights on behalf of a third party.
- 7.4. The Customer is allowed to dispose of the not yet paid for products in the context of his normal business, unless Explosive Foods has demanded the immediate availability of the products.
- 7.5. The Customer undertakes to insure and keep insured the products delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to Explosive Foods for inspection at first request. Any insurance payment will entitle Explosive Foods to this money. To the extent necessary, the Customer undertakes vis-à-vis Explosive Foods in advance to render its cooperation to everything that may (appear to) be necessary or desirable in this context.
- 7.6. The Customer grants Explosive Foods, in appropriate cases, the right to enter all places where the products supplied by Explosive Foods are located, to allow Explosive Foods to be able to exercise its rights and take back the unpaid products. In thus recovering the products, this does not limit the right of Explosive Foods to demand compensation from the Customer for damages or costs incurred as a result of a failure attributable to the Customer.

8. Invoicing and payment

- 8.1. The invoicing of products and services will be done solely in the name and Customer number, unless Explosive Foods wishes to deviate from them. The payment of the final amount of the sales invoices of Explosive Foods shall be in cash or by the issuing of authorization of a direct debit, without any reduction or claim for compensation. The Customer shall never be entitled to set off any amount it owes to Explosive Foods.
- 8.2. The aforementioned payment method may be waived only if and insofar as Explosive Foods expressly makes known to the Customer a different payment method by means of an annual terms and conditions brochure or some other written form. In these cases, all payments must be made within the payment period that has been made known, calculated from the date of invoice.
- 8.3. The payment period made known to the Customer can be regarded as a deadline. When paying by bank or by bank transfer or by direct debit, the day of credit value date for the invoice is considered by Explosive Foods to be the day of payment. The Customer is not entitled to apply to Explosive Foods for a discount or compensation for such payments.
- 8.4. If the Customer has not paid in time or in full in accordance with the foregoing, he is in default, without further notice of default or summons being required and the Customer shall owe interest on the due amount of 1% per month from the moment of default.
- 8.5. All recovery of amounts owed and costs to be covered, in particular, extrajudicial costs, shall be borne by the Customer. Extrajudicial costs are determined to be at least 15% of the amounts owed in principal, with a minimum of € 50.00, notwithstanding the right of Explosive Foods to charge the Customer a more reasonable cost.
- 8.6. Any payment from the Customer seeks first the payment of interest due and then the payment of any recovery costs, with the exception of court costs. Only after payment of these amounts is covered will any payment be made by the Customer against the principal of the outstanding debt, which first will be amortized to the oldest outstanding claim, regardless of the description that the Customer may have given the payment.
- 8.7. Explosive Foods is entitled to compensation of payable or recoverable amounts due, which Explosive Foods requires the Customer to pay or that are owed.

9. Liability

- 9.1. Explosive Foods accepts the legal obligation to pay damages only if and insofar as the Customer proves that the damage was caused by gross or serious negligence by Explosive Foods. The resulting liability for damages is expressly limited to the amount paid out by Explosive Foods' insurer where appropriate. Should the insurer fail to pay out, the damage to be paid out shall be limited to the amount of the order, which resulted in damage. Explosive Foods is only liable for direct damage, indirect damage such as consequential damage, lost profit, missed savings and damage due to business interruption will therefore not be compensated.
- 9.2. Any further liability of Explosive Foods for damages, including but not limited to liability for employees and agents, shall be excluded, for whatever reason it arises, including all direct and indirect damage, such as consequential damage or trading loss. Furthermore, Explosive Foods's Customer indemnifies against all claims by third parties in respect of these third party/parties for suffering or injury, taking into account all the provisions of this article.
- 9.3. Explosive Foods accepts no liability for the possible consequences of not having products in stock.
- 9.4. The Customer must act during the (internal) transport and storage of products supplied by Explosive Foods in accordance with the applicable laws and regulations, including HACCP standards and storage conditions, failing which no liability can be accepted for (damage caused by) products which are defective.
- 9.5. If Explosive Foods deems that the Customer is obliged to take measures or cooperate with recall actions initiated by manufacturers to prevent (further) damage resulting from claims of consumers on the basis of lack of products delivered, should this prove necessary or desirable, Explosive Foods will cooperate to insert the notice of liability of the producer, as required by such measures.

10. Force majeure

- 10.1. Force majeure is understood in addition to what is understood in law and case law in this respect to mean any circumstance beyond the control of Explosive Foods which is of such a nature that compliance with the agreement by Explosive Foods cannot reasonably be expected (so-called non-attributable failure to perform). Force majeure is defined as: import limitations, mobilization, war and threat of war, riots, strikes (also in third parties companies), terrorist attacks, demonstrations, lack of personnel, operating and transport disruptions of any kind, default by (sub)contractors, epidemics, obstructions caused by measures, laws or decisions of international, national or regional (government) bodies, fire, explosion, frost, snow nuisance, flood, storm damage and other natural disasters.
- 10.2. Should Explosive Foods, due to force majeure not be able to fulfil the agreement in a timely manner, Explosive Foods has the right to perform at a later date, or dissolve the agreement, at the discretion of Explosive Foods. Explosive Foods in these or similar cases is entitled, entirely at the discretion of Explosive Foods, to terminate the contract after a reasonable period, without any compensation obligation, or to demand that the contract be adapted to the circumstances.

11. Default and termination

- 11.1. Subject to the provisions of the civil code, Explosive Foods, in case of default by the Customer, also has the right to suspend the contract or cancel it in whole or in part, at the discretion of Explosive Foods. Explosive Foods is then entitled to reimbursement for all damages.
- 11.2. As per paragraph 1 of this article, Explosive Foods also has the right, if the Customer is declared to be in bankruptcy or if the Customer's payments are suspended or has applied for a judicial debt settlement, and his properties have been confiscated, his company has entered into liquidation or has been or is acquired by a third party or third parties, or if the Customer intends to leave the Netherlands, in all these cases, for all claims Explosive Foods has against the Customer to become immediately due and payable and Explosive Foods is in no way obliged to pay any damages.
- 11.3. Explosive Foods shall also have the rights set forth in paragraph 1 if circumstances arise of such a nature that compliance with the agreement becomes impossible or if other circumstances arise of such a nature that Explosive Foods cannot reasonably be required to maintain the agreement unamended. In that case, Explosive Foods shall in no way be liable for compensation of damage and costs caused in any way whatsoever. If the dissolution is imputable to the Customer, Explosive Foods shall be entitled to compensation of the damage, including the costs, incurred directly and indirectly as a result thereof.

12. Conversion provision

- 12.1. If any provision of these terms in whole or in part is qualified as unreasonably onerous by the court, it shall be deemed to be converted into a provision which, as far as possible while maintaining content and purport, is not considered unreasonably onerous.
- 12.2. In the event any provision of these conditions is qualified as unreasonably onerous by the court and paragraph 1 of this article shall not be applicable, this shall not affect the validity of the remaining provisions of these Terms and Conditions.

13. Confidentiality

- 13.1. All information provided by Explosive Foods to the Customer in connection with the Agreement or the possible formation thereof, which has been designated as confidential or which by its nature is to be understood as confidential, shall be deemed **Confidential Information**.
- 13.2. The Customer shall not use the Confidential Information for any purpose other than the performance of the Agreement. The Customer shall keep the Confidential Information secure and shall not disclose it to third parties without the prior Written consent of Explosive Foods.
- 13.3. The obligation in article 13.2 does not apply to information: (a) that is or becomes publicly available other than through a breach of this article; (b) that the Customer can demonstrate was already in its possession prior to disclosure by Explosive Foods; (c) that the Customer is required to disclose by mandatory law or by order of a competent authority, provided that the Customer informs Explosive Foods thereof as soon as reasonably possible.
- 13.4. The obligations pursuant to this article shall remain in force for a period of three (3) years after termination of the agreement.
- 13.5. In the event of a breach of this article, Explosive Foods is entitled to claim full compensation for all damages suffered as a result.

14. Transfer and preclusion

- 14.1. Explosive Foods is authorized to transfer its rights under contracts in whole or in part to third parties.
- 14.2. Any claim against Explosive Foods lapses, if within 12 months of receiving the claim Explosive Foods is not involved in proceedings related to that claim.

15. Applicable law, disputes and jurisdiction

- 15.1. Dutch law is exclusively applicable to all agreements between Explosive Foods and the Customer.
- 15.2. If there arises a dispute between Explosive Foods and the Customer over the formation, interpretation, implementation of an agreement or lack of performance or issue of time between the parties or other legal relationship, or if one of the parties believes that such dispute exists, the party is obliged to seek a negotiated agreement before submitting the dispute to the civil court.
- 15.3. The court of Limburg, the Netherlands, shall have jurisdiction to hear disputes arising from agreements concluded with Explosive Foods. Explosive Foods shall, however, be entitled to submit a dispute for decision to the competent court in the place of residence or registered office of Customer.

16. Location of terms and conditions of sale

- 16.1. These Terms and Conditions were established on 01-06-2026 and registered with the Chamber of Commerce. The last registered version and/or the version valid at the time of the conclusion of the contract with Explosive Foods is applicable.