General Purchasing Terms and Conditions

of Explosive Foods B.V.

1. Definitions

In these Terms and Conditions, the following definitions apply:

Agreement	any written arrangement (including a Purchase Order) concluded between the Parties, as well as any amendment or supplement thereto, and all (legal) acts for the purpose of entering into or performing the agreement;
Confidential Information	as defined in article 12.1;
Explosive Foods	Explosive Foods B.V., as well as affiliated companies that refer to or make use of these Terms and Conditions;
In writing/written	any form of recording in writing, including recording by electronic means as further defined in article 6:227a of the Dutch Civil Code (BW);
Intellectual Property Rights	all intellectual property rights in the broadest sense, including but not limited to copyrights, design rights, trademark rights and patent rights, know-how and claims arising from slavish imitation / unfair competition;
Party/Parties	Explosive Foods and Supplier individually or collectively;
Products	all products / packaging produced / delivered by the Supplier on behalf of Explosive Foods;
Purchase Order	a form used by Explosive Foods on which a Product is listed;
Quotation	the written offer of a Supplier to deliver a quantity of products at a specified price;
Supplier	the party who undertakes to deliver Products to Explosive Foods, or the party with whom Explosive Foods is considering entering into an agreement to that effect;
Supplier Documents	all documents that Explosive Foods requires the Supplier to execute in connection with the Agreement or the possible formation thereof, including but not limited to the supplier quality Form;
Terms and Conditions	these general purchasing terms and conditions.

2. Applicability

2.1. These Terms and Conditions apply to all offers, orders, agreements and all acts resulting therefrom between Explosive Foods and the Supplier regarding the delivery of goods.

2.2. If any provision of these Terms and Conditions is void or annulled, the Parties shall remain bound by the remaining provisions. The Parties shall replace the invalid or non-binding provision with provisions that are valid and binding and whose legal consequences, having regard to the content and purpose of the Agreement, correspond as closely as possible to those of the invalid or non-binding provision.

2.3. The Supplier agrees to the applicability of these Terms and Conditions to future agreements between the Supplier and Explosive Foods.

2.4. The provisions of the Agreement shall prevail over these Terms and Conditions if they conflict with the provisions of these Terms and Conditions.

2.5. Explosive Foods always reserves the right to unilaterally amend these Terms and Conditions. The Supplier has the option to dissolve the Agreement within 14 days after Explosive Foods has informed the Supplier of the amendment, if the Supplier's interests are unreasonably prejudiced by the amendment, with due observance of a three-month notice period by means of a Written notice to Explosive Foods.

3. Formation of Agreement

3.1. Price inquiries and requests for quotations submitted by Explosive Foods are entirely non-binding. All costs incurred by the Supplier in preparing and submitting a price inquiry and/or quotation shall be borne entirely by the Supplier.

3.2. If Explosive Foods has requested quotations from multiple suppliers, Explosive Foods is free to choose the Supplier with whom it enters into an agreement. Explosive Foods shall in no event be liable if another supplier is selected.

3.3. All Quotations are irrevocable and binding.

3.4. Agreements, as well as any subsequent supplementary agreements or amendments made with subordinate staff members of Explosive Foods, do not bind Explosive Foods unless such agreements have subsequently been confirmed in writing by Explosive Foods.

3.5. Explosive Foods shall place a Purchase Order with the Supplier on the basis of the Quotation. An Agreement to deliver goods to Explosive Foods is formed upon receipt by Explosive Foods of a Purchase Order signed by the Supplier without amendment. Where no Purchase Order is used, or where amendments are made to a Purchase Order, an Agreement is formed when its content is evidenced by a document mutually agreed upon by Explosive Foods and the Supplier, which must in any case contain the unconditional acceptance by Explosive Foods of the content of that Agreement.

3.6. If the Supplier does not respond, or does not respond with a deviation (other than in the manner referred to in article 3.5), within three working days of receipt of a Purchase Order or a document from which Explosive Foods's order is apparent, an Agreement to deliver goods to Explosive Foods shall be deemed to have been concluded.

3.7. The specifications, delivery time, method of delivery, quality, and quantity of the Products shall be determined by the terms of the Purchase Order or by a document signed by Explosive Foods and the Supplier, provided that: a) the Agreement was concluded by means of such another document, or b) the agreed delivery time, method of delivery, quality, and quantity differ from what was stated in the Purchase Order.

4. Amendments

4.1. Amendments to an Agreement and deviations from the Terms and Conditions shall only be effective if agreed upon in writing by the Parties. The effective date of the amendments shall be expressly stated.

4.2. Unless otherwise agreed in Writing, Explosive Foods is always authorised to amend and/or supplement a Purchase Order that has been placed, even after the conclusion of an Agreement. The Supplier shall implement all amendments and/or supplements to the Purchase Order indicated by Explosive Foods, provided that such amendments and/or supplements are reasonably feasible.

4.3. Explosive Foods has no purchase obligation and is always entitled to modify the quantity of the agreed goods and/or services free of charge prior to delivery by the Supplier; the Supplier shall comply with such modification if reasonably possible.

4.4. The agreed prices shall also apply to the amended situation. Only if the amendment and/or supplement is substantial and structural and, in the Supplier's judgment, has consequences for the agreed price and/or delivery time, is the Supplier obliged, before implementing the amendment, to provide Explosive Foods as soon as possible — or at least within an agreed period, and in any event within seven working days — with a written price quotation and/or an explanation of the consequences for the delivery time.

4.5. If the consequences for the price and/or delivery time are not acceptable to Explosive Foods, Explosive Foods is entitled to cancel the amendment and/or the Agreement, without the Supplier being able to charge costs or claim damages.

5. Overproduction

5.1. Explosive Foods is not obligated to purchase more Products from the Supplier than specified in the relevant Agreement.

5.2. If, at any time, the Supplier has ordered or manufactured more raw materials, semi-finished products, packaging, labels, or facilities than is necessary for the fulfilment of the orders placed by Explosive Foods, this excess shall be at the Supplier's expense and risk, unless Explosive Foods has expressly given prior written consent for such ordering or manufacturing of the excess. If the aforementioned situation arises, the Supplier shall not be entitled to any compensation.

5.3. If the Supplier at any time delivers more Products than in accordance with the placed orders (including any agreed stock level), the surplus shall be at the account and risk of the Supplier, unless Explosive Foods has expressly given prior Written consent for such overproduction. In such event, the Supplier shall have no right to return of the surplus and/or to any compensation.

5.4. The risk regarding the excess goods delivered by the Supplier and stored at Explosive Foods remains with the Supplier until an agreement is reached on what is to be done with them. All costs associated with the storage of quantities exceeding the agreed amounts shall be borne by the Supplier, unless otherwise agreed in writing.

5.5. The Supplier is not permitted to sell or deliver any overproduction as referred to in articles 5.2 and 5.3 to third parties, or to otherwise make it available to third parties, unless with the prior Written consent of Explosive Foods.

6. Price and payment

6.1. The price stated in the Agreement includes packaging and excludes VAT, transport costs, insurance, exchange rate risk, returnable packaging and import duties, unless otherwise agreed.

6.2. Price increases, whether general or specific, are not permitted during the term of the Agreement, unless expressly accepted in advance in writing by Explosive Foods and proposed at least 4 weeks before the intended effective date.

6.3. Payment by Explosive Foods shall in no way constitute acceptance or a waiver of rights.

6.4. Invoices must be submitted with reference numbers and in itemised form. If such details are missing, Explosive Foods has the right to suspend payment.

6.5. Explosive Foods shall pay the price inclusive of VAT within thirty days of receipt of the Products, or, if later, within thirty days of receipt of the invoice.

6.6. Explosive Foods is entitled to set off counterclaims against the Supplier, regardless of the currency in which they are denominated and even if they are not enforceable.

6.7. The Supplier is not authorized to suspend performance of the Agreement due to non-receipt of payment, unless Explosive Foods fails to fulfil a payment obligation established by a court of law. In that case, only the delivery of the Products to which the payment relates may be suspended.

7. Delivery

7.1. The Supplier is obliged to deliver the Products in the agreed form, quantity, specifications and quality (including the agreed shelf life upon delivery) on the agreed date, at the agreed time and at the agreed place. Delivery shall take place in accordance with Incoterm CIF (Cost, Insurance and Freight), unless otherwise agreed.

7.2. The delivery time and/or delivery dates forming part of the Agreement are time-of-the-essence deadlines. Upon exceedance, the Supplier shall be in default without any notice of default being required. If no delivery time or date has been specified, delivery of the Products must take place no later than thirty days after formation of the Agreement.

7.3. The Supplier shall immediately notify Explosive Foods if it is unable, or expects to be unable, to fulfill any of its obligations under the Agreement (in a timely manner). This does not affect any consequences of such a failure under the Agreement or applicable law.

7.4. In the event of exceedance of the delivery deadline, Explosive Foods is entitled, in addition to its other statutory rights, to demand:

a. that the Agreement be performed by a third party; the Supplier shall compensate Explosive Foods for all damage arising as a result of such non-performance; and/or
b. compensation of 1% of the total price of the Agreement for each day of delay, without prejudice to the right to claim compensation for actual damage and/or performance; and/or
c. termination of the Agreement.

7.5. Explosive Foods may refuse deliveries made earlier than agreed.

7.6. The Products must be packaged in accordance with Explosive Foods' instructions.

7.7. The Supplier is obliged to package the goods properly for shipment/transport to the place of delivery to guarantee sound delivery of the goods. Transport/delivery of the goods is at the account and risk of the Supplier. Where Explosive Foods has provided instructions, these must be followed.

7.8. The Supplier shall ensure that the goods are always stored and transported under conditions that guarantee their quality and that meet at least all legal requirements. For temperature-sensitive goods, the Supplier shall ensure that the temperature does not exceed or fall below the levels desirable and/or necessary for maintaining the proper quality and shall regularly monitor and record the temperature.

7.9. A delivery of Products ordered by Explosive Foods must be accompanied by a packing slip stating Explosive Foods' order number.

7.10. Delivery shall only be deemed complete if the Products have been delivered in full and in accordance with the Agreement.

7.11. The Products to be delivered remain at the account and risk of the Supplier until completion of delivery at the agreed destination.

8. Warranties

8.1. The Supplier warrants that the Products, including the packaging:

- comply with the specifications and quality criteria forming part of the Agreement and — where applicable — conform to samples, images and/or descriptions provided by the Supplier;

- are fit for the intended purpose;
- comply with all statutory requirements in force at the time of delivery in the country for which the products (or services) are intended;
- are, where applicable, provided with a correct best-before date (BBD or use-by date);
- bear all legally required labelling and indications;
- have been manufactured in accordance with the latest scientific knowledge regarding health, hygiene, environment and safety;
- do not infringe third-party rights;
- are of good quality and free from defects;
- have been manufactured from raw materials whose origin is traceable;
- have been manufactured in compliance with proper hygiene practices and in accordance with a sound HACCP system, fully in conformity with the provisions of the Agreement, the stated specifications and the reasonable expectations of Explosive Foods with regard to the properties, quality and reliability of the Products;
- comply with the statutory requirements applicable in the Netherlands and other (international) government regulations, and are free from encumbrances and/or charges;
- are free from foreign objects or items, contamination and/or harmful substances.

8.2. The Supplier is obliged to comply with any additional requirements imposed by the NVWA (Dutch Food and Consumer Product Safety Authority) within a period of two weeks, unless otherwise agreed in Writing by the Parties.

8.3. The Supplier is required to maintain a 'traceability system' and to make all information regarding the origin and/or provenance, quality, and composition of the Products available to Explosive Foods or a party designated by it upon request, to enable them to trace where the Products and their components come from. Furthermore, the Supplier shall comply with all legislation regarding traceability.

8.4. The Supplier undertakes to make the product specifications of the Products available. This includes, at a minimum, the legally required information and the data requested by Explosive Foods.

8.5. The Supplier is obligated to provide Explosive Foods, directly or indirectly, with all relevant product data regarding the Products in a timely manner. The Supplier guarantees that the aforementioned product data is complete and accurate.

8.6. The Supplier indemnifies Explosive Foods against any claims from third parties arising from defects in the products (or services) and indemnifies Explosive Foods against all damage it may suffer as a result of possible defects.

8.7. If the Agreement refers to technical, safety, quality, or other regulations and documents that are not attached to the Agreement, the Supplier is deemed to be familiar with them, unless the Supplier notifies Explosive Foods in writing to the contrary. Explosive Foods will then provide the Supplier with further information regarding these regulations and documents.

8.8. Prior to delivery, the Supplier must allow interim inspections by persons designated by Explosive Foods for that purpose and provide all necessary facilities for such inspections. The Supplier shall always grant Explosive Foods access to the production site and cooperate with Explosive Foods in the conduct of inspections.

8.9. If Explosive Foods identifies violations of the established quality standards during an inspection, Explosive Foods is permitted to immediately halt the production process. The Supplier must cooperate with this. In such a case, Explosive Foods is entitled to cancel the Purchase Order. Any resulting damages shall be borne by the Supplier.

8.10. The Supplier warrants compliance with the Supplier Documents executed by the Supplier, which form an integral part of the Agreement. The Supplier acknowledges that any breach of the obligations contained in the Supplier Documents shall be deemed a breach of the Agreement.

9. Inspection, communication and information

9.1. Delivery of the Products as described in article 7 above does not constitute acceptance of the Products by Explosive Foods.

9.2. Within a reasonable period after delivery, Explosive Foods will inspect the Products with respect to their nature, condition, quality and quantity, and will furthermore establish whether the Products comply with what has been agreed between the Parties.

9.3. If the Products do not comply with what has been agreed between the Parties, Explosive Foods is not obliged to accept them. Explosive Foods always has the right to exercise its statutory rights.

9.4. Acceptance by Explosive Foods does not affect the warranties provided by the Supplier, nor the Supplier's liability.

9.5. In the event of non-acceptance of Products, the Supplier shall, at the first request of Explosive Foods, take back the non-accepted Products within a reasonable period set by Explosive Foods, and shall, at Explosive Foods's request, arrange for replacement thereof.

9.6. If the Supplier does not take back the non-accepted Products within a reasonable period after a request by Explosive Foods, Explosive Foods has the right to store, return or destroy the Products at the account and risk of the Supplier.

9.7. If return of the Products is, in Explosive Foods's judgment, not reasonably possible, Explosive Foods will retain the Products for the Supplier, at the Supplier's account and risk, insofar as they concern products with a shelf life. Products with a short shelf life will be destroyed. Explosive Foods will notify the Supplier of this as soon as possible.

10. Title and ownership

10.1. If Explosive Foods makes goods available to the Supplier, such goods shall remain the property of Explosive Foods. The Supplier shall keep these separate from goods belonging to itself or to third parties. The Supplier shall mark them as the property of Explosive Foods. The Supplier may use the aforementioned goods solely for the performance of the agreement concluded with Explosive Foods.

10.2. Title to the Products transfers to Explosive Foods at the time of delivery, unless an earlier transfer of title results from article 10.3.

10.3. If Explosive Foods pays for Products prior to delivery, title transfers at that moment. If the Products are in the possession of the Supplier, the Supplier shall hold these Products on behalf of Explosive Foods. If these Products are held by a third party, that third party shall hold the Products on behalf of Explosive Foods from that moment onwards.

11. Force majeure

11.1. Force majeure means the situation where a failure to fulfil an obligation under the Agreement cannot be attributed to a party, because performance of the Agreement is temporarily or permanently impossible as a result of circumstances that, pursuant to law, legal act or generally accepted standards, are not for the account or risk of the party obliged to perform.

11.2. Force majeure shall in any event not include shortage of personnel, strikes, illness of personnel, late delivery or unsuitability of goods required for the performance of the work, lockouts, shortage of raw materials, transport problems, liquidity or solvency problems on the Supplier's part, or shortcomings of third parties engaged by the Supplier.

11.3. In the event of force majeure, performance of obligations shall be (partially) suspended for the duration of the force majeure, without the parties owing each other damages. A claim of force majeure must be made immediately (at the latest within one week of the occurrence of the force majeure situation) in writing and with reasons stated.

11.4. If performance is definitively impossible due to force majeure, or once it is established that the force majeure will last longer than two weeks, the other party may dissolve the Agreement in whole or in part in writing, without being required to pay damages.

12. Confidentiality

12.1. All competition-sensitive and business-confidential information in any form whatsoever (including, without limitation, price lists, product specifications, protocols and pricing and innovation activities) that the Parties exchange or have exchanged, to which they provide or have provided each other access, or with which they are or have been confronted, in connection with the (possible) formation of an Agreement or during the Agreement, shall be deemed to be confidential (**Confidential Information**).

12.2. The Supplier shall not use, copy or store the Confidential Information for any purpose other than that for which it was provided. The Supplier shall keep the Confidential Information secure and shall not retain it for longer than is reasonably necessary for the performance of the Agreement.

12.3. The Supplier shall not disclose the Confidential Information to third parties in any manner, unless it has obtained the prior Written consent of Explosive Foods to do so.

12.4. The Supplier undertakes to ensure that only employees who are involved in the (possible) formation or performance of the Agreement will have access to the Confidential Information, if they are also bound by a duty of confidentiality with respect to the Confidential Information.

12.5. Employees who are not involved in this shall be regarded as third parties within the meaning of article 12.3.

12.6. If the Supplier acts in breach of the provisions of this article 12, the Supplier shall forfeit an immediately payable penalty of EUR 50,000 per breach, without prejudice to the right of Explosive Foods to additionally recover the actual damage suffered and yet to be suffered in full of the Supplier.

12.7. The obligations pursuant to this article shall remain in force after termination of the Agreement.

12.8. As a data controller within the meaning of the General Data Protection Regulation (hereinafter: GDPR), the Supplier is responsible for the protection of personal data whose use by the Supplier is necessary for the proper performance of the Agreement.

12.9. Where the Supplier processes personal data of Explosive Foods, this must be done with the utmost propriety and due care and in accordance with the GDPR (General Data Protection Regulation, Regulation (EU) 2016/679).

12.10. The Supplier may only use and retain personal data to the extent necessary to provide services to Explosive Foods. The Supplier may not retain this personal data for longer than is permitted by law or necessary for the performance of the Agreement.

12.11. The Supplier is not permitted to share personal data with third parties, unless this is done with the express consent of Explosive Foods.

12.12. The Supplier shall implement technical and organizational measures to ensure an appropriate level of security with respect to the personal data, considering the state of the art and the nature of the processing.

13. Insurance

13.1. The Supplier shall take out adequate insurance for liability arising from the Agreement. Such insurance shall be taken out with a sound insurer, under customary terms, for an amount of EUR 5,000,000.

13.2. Upon first request, the Supplier shall make the policy and evidence of premium payments available for inspection by Explosive Foods or send copies thereof.

13.3. The insurance premiums owed by the Supplier are deemed to be included in the agreed prices and rates. If, in Explosive Foods's opinion, the Supplier is in default with respect to its obligations under the first and second paragraphs of this article, Explosive Foods will itself insure the relevant interest at the Supplier's expense with an institution of Explosive Foods's choice. The insurance premiums paid by Explosive Foods on behalf of the Supplier in that context may be deducted from amounts owed by Explosive Foods to the Supplier.

13.4. Any insurance proceeds paid directly to Explosive Foods by insurance companies shall be deducted from the compensation payable by the Supplier to Explosive Foods for the insured event.

14. Subcontracting and hiring of personnel

14.1. The Supplier is not permitted to have an order for the delivery or manufacture of Products carried out, in whole or in part, by a third party, unless Explosive Foods has expressly granted permission to do so. Such permission may be subject to conditions.

14.2. However, the Supplier always remains fully responsible and liable for the proper performance of the Products, regardless of any outsourcing.

15. Liability

15.1. The Supplier is liable for all damage suffered by Explosive Foods arising from work resulting from the Agreement or damage arising as a result of a defect in or shortcoming in the delivery of the Products, unless the damage is the result of wilful intent or conscious recklessness on the part of (the management of) Explosive Foods. In all cases where Explosive Foods is nevertheless obliged to pay damages, such amount shall never exceed, at Explosive Foods's discretion, either the invoice value of the Products delivered, or at least the portion thereof by or in connection with which the damage was caused, or, if the damage is covered by an insurer of Explosive Foods, the amount actually paid out by the insurer in that regard.

15.2. The Supplier is also liable for all damage and costs arising at or through the recall of Products delivered by or on behalf of Explosive Foods, where such recall is demonstrably caused, or demonstrably co-caused, by defective or otherwise incorrect delivery by the Supplier.

15.3. The Supplier indemnifies Explosive Foods against claims from third parties arising from failure to fulfil the obligations under the Agreement and these Terms and Conditions. The Supplier also indemnifies Explosive Foods against claims arising from product liability and infringement of third-party intellectual property rights.

16. Termination and dissolution

16.1. Explosive Foods is entitled to suspend its obligations if the Supplier fails to fulfil its obligations to Explosive Foods.

16.2. Explosive Foods has the right, without owing any compensation and without prejudice to its other rights, and without a notice of default or court intervention being required, to terminate or dissolve the Agreement in whole or in part with immediate effect by means of a Written notice to the Supplier, or to suspend the (further) performance of the Agreement with the Supplier, in the event that:

a) the Products do not conform to the description or quantity of Products specified in the Purchase Order or the Agreement;
b) the agreed delivery date is exceeded, regardless of the cause of such exceedance, including force majeure;
c) the Supplier fails to fulfil any other obligation under the Agreement in a timely or proper manner;
d) the Supplier has been declared bankrupt, has applied for a suspension of payments, or is liquidating its business or transferring it to third parties;
e) the Supplier loses free disposal of (a substantial part of) its assets, for example due to seizure.

17. Corporate social responsibility

17.1. The Supplier shall adhere to principles of Corporate Social Responsibility when manufacturing products sold and delivered to Explosive Foods. This means that the Supplier shall monitor the supply chains in which the products are manufactured and ensure compliance with the following aspects within the supply chain:

- Animal welfare and working conditions are safeguarded: The various business processes should preferably exceed - but at a minimum meet - the legal requirements regarding animal welfare and working conditions that apply in the country where production takes place.
- Reducing environmental impact and minimizing the footprint of the Supplier's own business processes and those of other links in the supply chain is an active part of business operations: Activities aimed at minimizing and improving environmental impact include making production processes more sustainable (energy and water consumption), raw material use (sustainable or more sustainable sources), minimizing waste (making packaging more sustainable and reducing waste), transportation (more efficient and sustainable), and preventing (food) waste. These business processes should preferably go beyond—but at a minimum meet—the legal environmental requirements applicable in the country where production takes place.

18. Governing law and disputes

18.1. Dutch law applies to all Agreements, these Terms and Conditions and acts arising therefrom.

18.2. Disputes between the parties shall, to the greatest extent possible, be resolved through good-faith consultation.

18.3. Any dispute arising out of or in connection with these Terms and Conditions or any Agreement and acts arising therefrom shall be resolved exclusively as follows, at the sole election of Explosive Foods:

a) Court proceedings: submitted to the exclusive jurisdiction of the competent court in the district of Limburg; or

b) Arbitration: finally and bindingly settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The seat of arbitration shall be Venlo, the Netherlands. The arbitral tribunal shall consist of one (1) arbitrator, unless either party requests three (3) arbitrators and the NAI deems this appropriate. The language of the proceedings shall be English.

18.4. Explosive Foods shall exercise its election under Article 18.3 by Written notice to the Supplier at any time after the dispute has arisen. In the absence of such election within thirty (30) days of the dispute arising, disputes shall be resolved pursuant to Article 18.3.a).

18.5. Notwithstanding the above, Explosive Foods is at all times entitled to seek urgent interim relief, including injunctive relief, from any competent court in any jurisdiction.

18.6. The Supplier irrevocably submits to the jurisdiction chosen by Explosive Foods pursuant to this Article.

19. Location of general purchasing terms and conditions

19.1. 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.