
General Conditions of Purchase of Nutland

1. Definitions

- 1.1 Nutland B.V. having its office at Laan van Oversteen no. 20 (2289 CX) in Rijswijk, the Netherlands and registered with the Kamer van Koophandel Den Haag under no. 27310368, or any of the affiliate companies:
- ✓ Nutland UK Ltd. (office at Holden House, 57 Rathbone Place, W1T 1JU London, United Kingdom, registered with the Trade Register under no. 10785607),
 - ✓ Nutland GmbH (office at Rheinpromenade 9, 46446 Emmerich am Rhein, Germany registered with the Amtsgericht Kleve under no. HRB 17746),
 - ✓ Nutland España S.L. (office at Aticco Urquinaona, Ronda de Sant Pere 52, 08010 Barcelona, Spain registered with the Registro Mercantil Barcelona under no. 42050852) hereinafter referred to as "Nutland".
- 1.1 "Seller" means Nutland's contracting party, being the (potential) seller/supplier or a (legal) person on behalf of the (potential) seller/supplier.
- 1.2 "Agreement" means the agreement and/or further follow-up agreements between Nutland and the Seller.
- 1.3 "Goods" means all goods to be sold and/or to be delivered by the Seller to Nutland.
- 1.4 "Set aside" means "ontbinden" in the Dutch language.
- 1.5 "Terminate" means "opzeggen" in the Dutch language.
- 1.6 "Conditions" means these General Purchase Conditions of Nutland.
- 1.7 "Regulation" means Regulation (EU) 2018/848 of the European Parliament and of the Council of 30 May 2018 on organic production and labelling of organic products and repealing Council Regulation (EC) No 834/2007, as amended and further elaborated in the corresponding implementing regulations.

2. Applicability

- 2.1 These Conditions apply to all legal relations in which Nutland acts as a (potential) buyer and/or client. This also includes a continuing performance agreement (whether or not implicitly) in effect between Nutland and the Seller, following from a series of separate agreements and/or a durable trading relationship between Nutland and the Seller.
- 2.2 These Conditions apply to all agreements concluded by Nutland and to all actions performed in connection therewith in as far as the main terms of these agreements do not stipulate differently.
- 2.3 In case of discrepancy, the main contract terms these Conditions, with the exception of Article 13 thereof, which will in any case apply, notwithstanding any provisions to the contrary.

2.4 In case of discrepancy between these Conditions and any standard-contract terms mentioned in the main contract, these Conditions shall prevail over the standard-contract terms.

2.5 Nutland reserves the right to amend these Conditions at any moment. The amendments shall be applicable from the moment they have been first communicated or uploaded on Nutland's website. With regard to agreements concluded previously, the Conditions shall continue to apply that were in effect on the day that the agreement was concluded.

3. Conclusion of agreements

3.1 Every offer of the Seller is irrevocable unless the opposite appears explicitly from the offer.

3.2 An Agreement between Nutland and the Seller will be concluded after Nutland has acknowledged an offer or quotation from the Seller in writing by means of a confirmation of a purchase/order.

3.3 The contents of an Agreement will only be proven by the confirmation of a purchase/order and any amendment or supplementation thereof by Nutland.

4. Price

4.1 The agreed price comprises all costs that are made in connection with the Goods up to and including the delivery. This includes (if applicable) costs of storage and packing, taxes (including clearing costs), other levies, costs of transport and transport insurance, unless otherwise agreed upon explicitly.

5. Payment

5.1 Payments will be made in the currency as agreed upon, unless agreed otherwise in writing.

5.2 If Nutland does not pay the purchase price for any reason whatsoever, the Seller will grant Nutland a further term for payment of at least fifteen (15) business days.

5.3 If Nutland is in default, Nutland will only be obliged to pay the statutory interest on the invoice amount excluding transport costs, VAT and other levies of any nature whatsoever.

5.4 Nutland is entitled to set-off debts to the Seller with any possible claim that Nutland has on the Seller, for any reason whatsoever.

6. Delivery

6.1 Delivery will be made at the time that Nutland takes receipt of the Goods at the agreed place.

6.2 Until receipt of the Goods has been taken by Nutland, the Goods will remain at the Seller's expense and risk, irrespective of whether Nutland has taken care of transport. The Seller will take out transport insurance of the Goods during transport and storage until the time that Nutland takes receipt of the Goods, unless otherwise agreed upon explicitly.

6.3 The terms of delivery mentioned in the confirmation of purchase/order by Nutland are binding.

7. Transfer of ownership

7.1 The ownership of the Goods will pass from the Seller to Nutland at the time of delivery.

7.2 The Seller waives all rights and powers that would be due on the basis of the right of retention or the right of complaint.

8. Transport documents and other documents

8.1 The Seller's copy of the transport document signed for receipt by the carrier without remarks will only serve as proof of shipments of the quantities mentioned in the transport document.

8.2 The Seller is obliged to provide Nutland at all time with all the documents and information applicable to the Agreement and/or the Goods with observance of the prescribed periods and formalities, in the absence of which the Seller will be fully liable to Nutland for the damage resulting therefrom. This will also apply with regard to compliance with regulations of the European Union or other national and/or international authorities and governments, including (EC) Regulation No. 178/2002 as amended and elaborated in the implementing regulations (such as Regulation 1881/2006), specific EU community provisions in the sense of (EC) Regulation No. 178/2002, the Regulation, Regulation (EC) No. 1935/2004 , Regulation (EU) 2023/1115 and the regulations related thereto.

8.3 At or before the time of delivery the Seller will be obliged to provide Nutland with the required documents, information and certificates of the competent authorities, including control bodies, customs and health and inspection authorities, showing that the Goods can be imported, traded or processed by Nutland within the European Union without any impediment and without the need to comply with further formalities of the authorities.

8.4 All costs resulting from the preparation and delivery of the required documents will be for the Seller's account, unless the opposite has been agreed upon explicitly.

9. Obligations of the Seller

9.1 The Seller is obliged to see to it that the Goods delivered have been packed carefully and properly, if required provided with a BBD (Best Before Date)-date that corresponds with the conditions of storage and transport and all statutory designations required by law, free of foreign objects, contaminations and substances which may be harmful to health, that the Goods are in conformity with all legal requirements, i.e. EU regulations and regulations of the country of delivery and (final) destination, and comply with the temperature requirements prescribed by law (also during transport and/or storage).

9.2 If the Seller takes care of transport, the Seller will check and record the temperatures of the cold store and freezer and the course of temperatures during transport.

- 9.3 For all Goods the Seller is obliged to have and implement an HACCP- and/or GMP+ system or an applicable hygiene code or quality system that is attuned to the operations, the volume and the nature of the Goods of the Seller. With regard to preparation, handling, storage or distribution of Goods, materials or equipment that come into contact with the Goods (delivered) the Seller is obliged to comply with the legislation and regulations in force in the place of delivery and the place of destination of the Goods and to prove this, if necessary, on Nutland's first request.
- 9.4 If Seller considers or has reason to believe that the Goods might not be in compliance with the food safety requirements of EU or applicable national law, and/or may be injurious to human health, it shall immediately inform Nutland.
- 9.5 If the Seller suspects, due to the presence of a product or substance that is not authorised pursuant to the first subparagraph of Article 9(3) Regulation for use in organic production in a product that is intended to be used or marketed as an organic or in-conversion product, that the latter product does not comply with the Regulation, the Seller is obliged to immediately inform the relevant competent authority or, where appropriate, the relevant control authority or control body, and provide this authority or control body and Nutland with available elements, where appropriate.
- 9.6 In cases as described under Articles 9.4 and 9.5 the Seller will immediately provide all requested information regarding the affected Goods and will fully cooperate with requests of Nutland and/or the competent authorities that is necessary to minimise the risk for public health, minimise damages and/or detect the origin and scope of the cause that triggered the situation as described under Articles 9.4 and 9.5.

10. Specifications, inspection and complaints

- 10.1 If the Goods and/or documents in respect of the Goods are not in accordance with the Agreement and/or the specifications set by Nutland, Nutland will be entitled to reject the Goods and/or documents and set aside the Agreement, regardless of whether such was discovered after and/or onward shipment and/or processing or treatment. Nutland will store, or will have others store, the rejected Goods at the Seller's expense and risk. Nutland will never be bound by any period set by the Seller in this respect and/or within which Nutland must complain.
- 10.2 Failure of a timely complaint by Nutland will never result in the forfeiture of Nutland's rights.
- 10.3 The Seller agrees to facilitate any investigation relating to food safety, compliance with food legislation or organic integrity and to provide Nutland with full access to the Seller's correspondence and/or information with the applicable control body/control authority. Nutland always remains the right to audit and sample the Goods.
- 10.4 The Seller must immediately collect the rejected Goods from Nutland or at the location indicated by Nutland upon first request and at its own expense, failing which Nutland can return these Goods to the Seller at the Seller's expense and risk without Seller's permission. If the Seller refuses to accept the Goods, Nutland may store these Goods at the Seller's expense and risk, or sell or destroy them.
- 10.5 The preceding provisions leave intact Nutland's right to supplementary or alternative compensation.

11. Sampling and analysis

- 11.1 At the time and place of delivery Nutland may have samples drawn, sealed in triplicate, in the customary manner. If at the time of delivery no samples have been taken, this may be done at a later time. In that case the assessment and analysis may only produce a presumption with regard to the quality at the time and at the place of delivery.
- 11.2 Nutland is entitled, if it asks Seller timely in advance, to carry out pre-loading and/or pre-shipment inspections and/or examinations of the Goods to be delivered or any part thereof for its own account or to have them carried out, in which case Seller is obliged to offer full cooperation for the inspections and/or examinations.
- 11.3 If Nutland so desires, the Seller undertakes to supply to Nutland an authenticated copy of the inspection results or the test report, whichever is applicable.
- 11.4 Nutland shall be entitled during normal working hours and on working days to visit the locations where Seller produces or stores the Goods. If necessary, Seller shall provide a suitable room for the inspection or examination and any further cooperation required for this purpose.
- 11.5 Nutland has the right to give Seller instructions to be observed for the sampling, production and/or storage of the Goods purchased in as far as these instructions are in Nutland's opinion necessary to limit Nutland's risks during resale.
- 11.6 Without prejudice to the rights and legal means in accordance with the applicable law and in accordance with the Agreement, non-compliance by the Seller with the instructions given by Nutland are an imputable default of the obligations under the Agreement with Nutland which justifies setting aside and/or termination of the Agreement by Nutland.

12. Warranty

- 12.1 The Seller warrants that the Goods and/or documents in respect of the Goods to be delivered comply with the Agreement. This warranty at least includes that:
- a) the Goods have the characteristics that have been promised;
 - b) the Goods meet the highest quality standards;
 - c) the Goods are free of rights of third parties and are marketable freely and without any restriction(s) in the country of delivery and also in the country of the final destination (including the destination that Nutland has agreed upon with any third party by separate agreement);
 - d) the Goods are suitable for the purpose for which the order has been placed or the Agreement has been concluded;
 - e) the Goods comply and remain compliant with the rules of or by virtue of the law and/or otherwise applicable rules and/or requirements made by Nutland among other things in the fields of (organic) quality, health, safety and environment, both in the country of delivery and in the known country of final destination;
 - f) the Goods are provided with and accompanied by all data and instructions that are necessary for correct and safe handling;
 - g) the Goods are suitable for human consumption;
 - h) the Goods are provided with and accompanied by all the documentation requested by Nutland and otherwise necessary.

- 12.2 The warranty included in Article 12.1 applies irrespective of any transfer of the risk of the Goods to Nutland.
- 12.3 The Seller guarantees the observance of all applicable sanctions and limitations laid down in and following from all relevant American, UN or EU sanctions and export control regulations in force at the time of conclusion of the Agreement and during its performance.
- 12.4 If the Seller fails in the fulfilment of the obligation(s) following from Article 12.1, the Seller will replace the Goods or make up any shortfall at its expense and at Nutland's choice on Nutland's first request, unless Nutland prefers to terminate or to set aside the Agreement and all this without prejudice to Nutland's other rights on the basis of Seller's breach/shortcoming, including but not limited to the right to compensation.

13. Liability, indemnity and insurance

- 13.1 The Seller is liable for all damage of any nature whatsoever and without any limitation that is suffered by Nutland and/or by later customers or users as a result of a failing in the fulfilment of the obligations of the Seller and/or as a result of a negligent acts or omissions of the Seller or of its personnel or third parties engaged by it or any acts contrary to a contractual or statutory obligation. The Seller's liability extends among other things to damage caused by death or injury, damage to goods of Nutland and of third parties, business interruption, loss of profit or income and damage caused by recall and/or in the event of decertification of the Goods, by Skal or by any other national or international control body with the authority to decertify goods.
- 13.2 The Seller is obliged to indemnify Nutland for all claims of third parties in connection with the Agreement and/or in connection with the Goods and/or documents delivered by the Seller or through its intermediary and/or in connection with negligent acts or omissions of the Seller or of its servants or any acts contrary to a contractual or statutory obligation. The Seller will also be obliged to indemnify Nutland for all costs involved in a judicial or arbitral procedure, including the full costs of legal assistance and extrajudicial costs.
- 13.3 The Seller is obliged to insure its liability for such amounts as is customary in the European (organic) industry. The Seller will allow inspection of the relevant insurance policies and hand over an insurance certificate at first request.
- 13.4 Any liability of Nutland for damage of any nature whatsoever will be excluded, except in so far as this damage has been caused by an act or omission of the managing director(s) and/or executive(s) of Nutland, either with the intention to cause damage or recklessly and with the knowledge that this damage would probably result therefrom.

14. Force majeure

- 14.1 Subject to the provisions of Article 14.2, in the event of force majeure, the performance of the Agreement will be suspended in full or in part for the duration of the force majeure period, without Nutland and the Seller being obliged to pay any compensation in the matter. If the force majeure situation lasts for more than ninety (90) days, the other party will be entitled to set aside the Agreement by means of a registered letter with immediate effect and without judicial interposition, without any right to compensation.

14.2 Force majeure on the part of the Seller does not include lack of personnel, strikes, epidemics, pandemics like COVID-19, decertification of the goods, non-performance of third parties engaged by the Seller, failure of auxiliary materials, lack of raw materials, animal and/or plant diseases, food fraud/scandals, the (non-)availability of carriage by road and/or sea, changes in law and/or regulations and liquidity or solvency problems on the part of the Seller.

15. Performance, suspension, to set aside the Agreement and/or compensation

15.1 Apart from the right to set aside the Agreement or to claim performance, Nutland will be entitled to suspend the fulfilment of its obligations or to set aside the Agreement in full or in part with immediate effect (without being obliged to pay any compensation for that reason) if one or more of the following situations occur:

- a) if the Seller does not, not properly or not in time fulfil any obligation and/or warranty following from the Agreement or from these Conditions;
- b) if the Seller acts contrary to a statutory obligation or otherwise acts improperly;
- c) if the Seller is subject to or under the threat of a suspension of payment or bankruptcy or any part of its property has been attached;
- d) if the Seller ceases its activities, resolves on liquidation or otherwise loses its legal personality;
- e) if the necessary permits required for the Agreement are withdrawn;
- f) if a third party attachment is levied at Nutland at the expense of the Seller.

15.2 In case Nutland sets aside the Agreement, it will be entitled at its choice by way of compensation to:

- a) any price difference disadvantageous to Nutland between the contract price and the market value of the relevant Goods and/or services on the day of non-fulfilment, without prejudice to Nutland's right to supplementary or alternative compensation, or;
- b) the price difference between the contract price and the price of the covering purchase, without prejudice to Nutland's right to supplementary or alternative compensation.

15.3 In case Nutland sets aside the Agreement, the Seller must, if requested to do so by Nutland, refund any purchase price already paid and, on first request, immediately collect the already delivered Goods in full or in part from Nutland or from a location to be designated by Nutland.

15.4 The Seller waives all rights and powers that would be due to it on the basis of the right of suspension.

16. Transfer of rights and obligations

16.1 Unless otherwise agreed, the Seller may only transfer to third parties rights and/or obligations on the basis of the Agreement with Nutland's prior written permission.

17. Recall

- 17.1 If there is (i) any matter which may result in a safety risk to consumers arising from the Goods and/or (ii) a voluntary or mandated recall, withdrawal or similar measure of any of the Goods, which includes situations in the sense of art. 19 of (EU) 178/2002, art. 27 and/or 28 of the Regulation and/or EU and/or Dutch national product safety rules, the Seller shall:
- a) provide reasonable assistance to Nutland in developing and implementing a strategy;
 - b) as soon as possible give Nutland advance notice and full details of any action it is legally obliged to take including communicating with any competent authority.
- 17.2 Except to the extent required to comply with any legal obligation, no Seller shall voluntarily initiate any recall pursuant to the Regulation of any Goods without the prior written consent of Nutland, which consent shall not be unreasonably withheld.
- 17.3 The Seller shall be liable for, and shall indemnify, defend and hold harmless Nutland from and against, all losses incurred or suffered as a result of recall of the Goods.
- 17.4 The Seller will provide Nutland with contact details (e-mail and phone number) for 24/7 communication regarding these (potential) situations within two (2) weeks of concluding the Agreement.
- 17.5 The Seller is obliged to keep confidential all information concerning measures to be taken or possibly to be taken.

18. Compliance and sanction rules

- 18.1 The Seller accepts that on the basis of applicable regulations to prevent money-laundering and financing of terrorism Nutland will report unusual transactions to the competent authorities.
- 18.2 The Seller accepts that on the basis of applicable regulations Nutland may be obliged to identify the Seller, its ultimate beneficial owner and verify the identification. The Seller shall fully cooperate in this respect. Nutland will record and keep the required data in accordance with applicable regulations.
- 18.3 The Seller accepts that the said duty to provide information prevails over the applicable privacy rules.
- 18.4 The Seller guarantees the observance of all applicable sanctions and limitations laid down in and following from all relevant sanctions and export control regulations (including, but not limited to those of the United States and/or the European Union and/or the United Nations) in force at the time of conclusion of the Agreement and during its performance.
- 18.5 The Seller will observe and respect the Nutland Code of Conduct and will facilitate Nutland's Supplier Approval Process in a correct and accurate manner.

- 18.6 Nutland is entitled to terminate the Agreement immediately, if it reasonably expects that the Goods are directly or indirectly intended for any country for which a sanction is in force for the relevant Goods in pursuance of the regulations referred to in Article 18.4, without an exemption or permit having been obtained for the purpose from a competent agency.
- 18.7 In pursuance of the termination of the Agreement on the basis of one of the above-mentioned articles any obligations of Nutland under the Agreement – including any possible obligation(s) to undo – will immediately lapse. The termination will not have retroactive effect. The Seller will indemnify Nutland against any claim, fine or other damage of third parties that follows from or is related to such a termination or violation.

19. Anti-corruption

- 19.1 The Seller guarantees that it will comply with all relevant and/or applicable legislation in the field of anti-corruption – including, but not limited to the legislation of the European Union, United States of America, United Kingdom and any other country relevant to the performance of the Agreement – in performing all acts related to the performance of the Agreement.
- 19.2 Nutland is entitled to immediately terminate the Agreement if it reasonably suspects that the Seller and/or third parties engaged by the Seller violate the regulations referred to in Article 19.1.
- 19.3 In pursuance of the termination of the Agreement on the strength of one of the above-mentioned articles any obligations of Nutland under the Agreement – including any possible obligation(s) to undo – will immediately lapse. The termination will not have retroactive effect. The Seller will indemnify Nutland against any claim, fine or other damage of third parties that follows from and/or is related to such a termination or transgression.

20. Privacy

- 20.1 Nutland may process and/or store the data whether or not received during the performance of the Agreement and share it with anyone inside Nutland's organization concerned in the performance of the Agreement and the customermanagement. Nutland will not process the data on the Seller's instruction, unless this is required in view of the services to be rendered. Nutland will only process the data in so far as compatible with the objective for which the data has been collected. Nutland will take the necessary measures, both technical and organizational, to protect the personal data from loss, modification and unauthorized access, whether or not by third parties.
- 20.2 The parties will confidentially process the data collected during the performance of the Agreement. The parties will not share the received personal data with third parties, unless the parties have given prior permission or if necessary to comply with applicable regulations. All this in so far as it does not concern information accessible to the public or the data cannot harm the parties in any way.

21. Limitation period

- 21.1 All claims against Nutland by the Seller become time-barred on expiry of six (6) months after the date of the Agreement.

22. Continuing performance agreement

- 22.1 A continuing performance agreement in force between Nutland and the Seller may always be terminated by Nutland by written notice of cancellation/ending with due observance of a notice period of three (3) months, and by the Seller by written notice of cancellation/ending with due observance of a notice period of six (6) months.
- 22.2 The Seller waives the right to compensation that would (possibly) be due to it, if Nutland terminates the continuing performance agreement.
- 22.3 This clause characterizes legally as an independent contractual possibility to terminate the Agreement. The termination will not have retroactive effect.

23. Language

- 23.1 In the event of deviation between the Dutch text of these Conditions and a translation into a foreign language, the Dutch text will prevail.

24. Applicable law and jurisdiction

- 24.1 All legal relationships following from or relating to these Conditions or the Agreement(s) will be governed exclusively by Dutch law. Applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded explicitly.
- 24.2 All disputes which may arise as a result of or in connection with the Agreement between Nutland and the Seller or these Conditions shall be settled exclusively by means of arbitration at the Netherlands Association for the trade in dried fruit, species and allied products ('NZV-arbitration'; <https://www.zuidvruchten.nl/bestuur/condities-en-arbitragereglement/>) in Rotterdam, the Netherlands. Regardless of the above provisions of this article, Nutland is always free to submit disputes as referred to above to the competent court of the country in which the Goods are located or will be located – in case they are transported – or the competent court of the country in which the Seller is established.