

**1. DEFINITIONS**

1.1 In these Conditions, unless the context otherwise requires, the following words and expressions have the following meanings:

**Agreement** means any agreement between Collins Foods and the Supplier for the purchase or supply of the Goods and/or Services to Collins Foods in accordance with these Conditions, including any Purchase Order sent by Collins Foods to a Supplier.

**Collins Foods** means Collins Foods Holdings Europe B.V. or any of its subsidiaries.

**Conditions** means these terms and conditions and any special terms and conditions agreed in writing between Collins Foods and the Supplier.

**Confidential Information** means the provisions of the Agreement and all information which is confidential or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods or Personal Data, in all cases whether disclosed orally or in writing before or after the date of the Agreement.

**Data Controller** has the meaning set out in the GDPR.

**Data Processing Agreement** means a data processing agreement entered or to be entered into between the Parties in such form as Collins Foods may from time to time specify.

**Data Protection Laws** means the General Data Protection Regulation (Regulation (EU)2016/679) ("GDPR"), and any legislation ratifying or otherwise adopting, replacing, or supplementing the GDPR in any of the jurisdictions the Parties operate; and any other laws and regulations relating to privacy of the processing of data of natural persons relevant in any other applicable jurisdiction.

**Goods** means the goods, products, equipment, furniture, materials, or other items (including any part or parts of them) which the Supplier is to provide to Collins Foods pursuant to the Agreement in accordance with these Conditions.

**Intellectual Property Rights** means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the country in which Collins Foods is registered or incorporated and all other countries in the world in each case whether registered or incorporated or not and including any application for registration or incorporation of the foregoing.

**Offer** means an offer or quotation made by the Supplier to Collins Foods for the purchase or supply of Goods and/or Services.

**Party/Parties** means contracting parties to the Agreement, being Collins Foods and the Supplier.

**Personal Data** has the meaning set out in the GDPR.

**Purchase Order** means any purchase order sent by Collins Foods to the Supplier, in line with and confirming an Offer made by Supplier, for the supply of Goods and/or Services in such form as Collins Foods may determine.

**Services** means the Services which the Supplier is to provide to Collins Foods pursuant to the Agreement in accordance with these Conditions.

**Supplier** means the person or company from whom Collins Foods purchases or acquires the Goods and/or Services.

**2. APPLICABILITY**

2.1 These Conditions apply to all Agreements relating to the provision of Services and/or Goods to Collins Foods.

2.2 Collins Foods explicitly rejects any other terms or conditions of sale, supply or delivery of the Supplier, unless the Supplier and Collins Foods have otherwise agreed upon those other terms or conditions in writing.

2.3 If Collins Foods agrees in writing that any other terms or conditions apply to an Agreement, then these other terms or conditions shall take precedence over these Conditions but only to the extent of any inconsistency.

2.4 Amendments, variations, or additions to these Conditions are only binding if the Parties agree to them in writing.

2.5 If these general terms and conditions refer to "in writing", this also includes: "by e-mail".

**3. OFFERS AND PURCHASE ORDERS**

3.1 Supplier may offer Goods and/or Services to Collins Foods, by providing a written Offer in respect of the relevant Goods and/or Services.

3.2 In case Collins Foods wants to purchase any Goods and/or Services, it may send a Purchase Order to the Supplier, referring to the relevant Offer.

3.3 Where any correspondence (including emails) specifies a volume of the Goods and/or Services to be purchased by or supplied to Collins Foods, such volumes shall be non-binding estimates only and shall be without prejudice to the volumes actually purchased or supplied under the Agreement, unless otherwise expressly agreed in writing by Collins Foods. Collins Foods may forward forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are intended only to assist the Supplier in scheduling its production and delivery of the Goods and/or performance of the Services.

**4. CONCLUSION OF AN AGREEMENT**

4.1 An Agreement is concluded if Parties agree to any specific written agreement in writing, including but not limited to the timely written acceptance of an Offer by Collins Foods in a Purchase Order or otherwise.

4.2 Any descriptions, specifications or conditions included in the Agreement are binding on both Parties and may only be varied by written agreement between the Parties.

**5. SUPPLY AND DELIVERY OF GOODS AND SERVICES**

5.1 The Supplier shall use its best endeavors to transfer or assign to Collins Foods or otherwise obtain for the benefit of Collins Foods any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods to the extent that the same is capable of such transfer or assignment to Collins Foods.

5.2 For the supply of Goods and/or Services, the Supplier must follow all reasonable directions and instructions given by Collins Foods. The Supplier is responsible for promptly obtaining any permissions, certificates and licenses that are required to carry out the Agreement.

5.3 Delivery of the Goods shall take place strictly in accordance with Collins Foods' delivery instructions whether given in the Order, Agreement or otherwise. Where no instructions are given, delivery shall be DDP (Delivery Location) Incoterms 2020.

5.4 The Supplier must comply with the applicable hygienecode per recognized by the Dutch Food and Consumer Product Safety Authority .

5.5 The Supplier must ensure each delivery is accompanied by a packing list with the Collins Foods Order number, as well as item numbers, quantities, and a description of the Goods. The item numbers must be clearly and legibly stated on the Goods.

5.6 Delivery of Goods in instalments is only permitted if agreed by the Parties in advance.

5.7 Upon delivery of the Goods the Supplier will make all manuals, warranties and product information related to the Goods as well as any quality marks or certificates available to Collins Foods without additional charge.

5.8 The Supplier will ensure that the Goods are properly packaged to be transported in a manner that the Goods will reach their intended destination in good condition and quality and fit for their intended purpose.

5.9 The Supplier is liable for damage to Goods caused by insufficient, inadequate, or improper packaging.

5.10 Unless otherwise agreed the Supplier of Goods will take back all packaging free of charge at the request of Collins Foods.

- 5.11 The ownership of and risk in the Goods transfers to Collins Foods upon delivery and after Collins Foods has accepted the Goods. Until then, ownership of and risk of loss or damage to the Goods remains with the Supplier.
- 5.12 The Supplier is not allowed to engage a third party for the production or delivery of Goods or the performance of Services, without the prior written approval by Collins Foods.
- 5.13 If the Supplier engages third parties for the production or delivery of Goods or the performance of Services, the Supplier remains fully responsible and liable at all times for the correct and timely performance of the Agreement.
- 5.14 The Supplier will deliver the Goods or provide the Services at the agreed time. If the Supplier expects that the Goods and/or Services cannot be delivered or provided within the agreed timeframe, it will immediately inform Collins Foods in writing and comply with any reasonable directions of Collins Foods.
- 5.15 If the Supplier does not deliver the Goods or perform the Services within the agreed time or otherwise does not comply with its obligations under the Agreement, the Supplier is automatically in default without any further notice. In this case, Collins Foods has the right to terminate the Agreement but without prejudice to any other rights, powers or remedies it may have, including to recover from the Supplier any losses, costs, expenses, damages or liabilities it suffers or incurs.

**6. WARRANTY**

- 6.1 The Supplier undertakes, represents and warrants to Collins Foods that the Goods and/or Services shall:
- (a) conform to all agreed specifications and standards and any instructions of Collins Foods, and shall otherwise meet the requirements of the Purchase Order and the Agreement and any statutory or legal requirements;
  - (b) be of good and satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether or not such purpose is implied or expressly stated in the Agreement);
  - (c) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with design of Collins Foods);
  - (d) (in the case of Services) be performed by professionally skilled employees or other persons who have received appropriate training, certificates and/or accreditations;
  - (e) comply with all relevant laws and regulations; and
  - (f) conform strictly as to quality, quantity, description, and specifications with any samples provided by the Supplier to Collins Foods.
- 6.2 Collins Foods has the right to reject and not pay for all or any Goods and/or Services if they do not strictly comply with the terms of the Agreement or any statutory or other legal requirements. Depending on the nature of the Goods or Services to be provided, Collins Foods has the right to inspect these before, during or after the Services have been provided or during or after the production, processing, storage or delivery of the Goods. The Supplier will give Collins Foods reasonable opportunity to perform or arrange the inspections.
- 6.3 If Goods or Services do not strictly comply with the terms of the Agreement or any statutory or other legal requirements, Collins Foods has the right (at its own choice):
- (a) to reject the Goods and/or Services concerned and to return the Goods at the Supplier's cost, after which Collins Foods is entitled to a replacement and delivery within the original delivery time or such other time as agreed in writing;
  - (b) to retain the Goods and results of the Services and to use them while receiving a fair price reduction;
  - (c) to require the Supplier to repair the Goods and/or Services or to arrange for third parties to repair, rectify or provide them at the Supplier's expense. All additional costs, such as disassembly, freight and the reassembly are

solely for the Supplier's account. This does not prejudice any other rights, powers or remedies Collins Foods has whether under the Agreement or by law.

**7. PRICES AND PAYMENT**

- 7.1 The price of the Goods and/or Services shall be included in the Agreement. The price shall be inclusive of all packaging, packing, labelling, export or import or other customs duties taxes or licenses, insurance and delivery costs and all other costs incurred by the Supplier unless otherwise specified in the Agreement or otherwise agreed in writing.
- 7.2 Except as specified in the Agreement, all sums payable under the Agreement are exclusive of all sales taxes or value added tax which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.
- 7.3 Price adjustments are only binding on Collins Foods after Collins Foods has approved them in writing and cannot be effected for Goods or Services which are already the subject of an Agreement.
- 7.4 The prices as stated in the Agreement apply as the agreed prices.
- 7.5 Additional Goods or Services can only be invoiced by the Supplier if Collins Foods has issued a written Purchase Order for it.
- 7.6 The Supplier will send all invoices to the invoice address of Collins Foods. Each invoice will include the VAT number as well as any Purchase Order number of Collins Foods notified to the Supplier in respect of the relevant Goods or Services being purchased or acquired (if applicable).
- 7.7 Collins Foods shall pay the invoice within thirty (30) days from receipt of the invoice by Collins Foods of a correctly rendered invoice from any Supplier .
- 7.8 Without prejudice to any of its other rights, powers or remedies, Collins Foods is entitled to suspend (*opschorten*) or offset (*verrekenen*) part or all of its payment against an invoice, in the event the Supplier is in default of its obligations under the Agreement.

**8. INTELLECTUAL PROPERTY**

- 8.1 All information and materials including any specifications and descriptions, proposed purpose of the Goods and Services or otherwise supplied by Collins Foods, and any copies made by or for the Supplier shall be/remain the property of Collins Foods, shall only be used strictly for the purposes of an Agreement and shall be treated by the Supplier as strictly confidential.
- 8.2 The Supplier shall grant or procure the grant of a licence or sub-licence to Collins Foods, at no extra cost, of any and all Intellectual Property Rights of the Supplier or third parties, which are created or acquired in the course of or as a result of any work carried out by the Supplier under or pursuant of the Agreement, whether in the Goods, Services, accompanying documents or otherwise, from the date of their creation or acquisition by the Supplier or which are incorporated or utilised in any work done by the Supplier for Collins Foods, or Goods or Services provided, in pursuance of the Agreement. The licence shall be sufficient to enable Collins Foods to make full use of such work, Goods or Services and to repair, update or maintain the work, Goods or Services in which such results are incorporated or utilised.
- 8.3 Supplier agrees to transfer and transfers any and all Intellectual Property Rights to any work specifically created (custom made) for Collins Foods promptly upon request by Collins Foods, to Collins Foods.
- 8.4 The Supplier hereby agrees and undertakes promptly at the request of Collins Foods, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by Collins Foods to give effect to the provisions and intentions of the above clause 8 (3).
- 8.5 The Supplier warrants that the supply or use of the Goods or Services and the subject of an Agreement will not

infringe or contribute to the infringement of any patent, trademark or copyright or any other Intellectual Property Rights of any third party and indemnifies Collins Foods from third party claims in this respect.

**9. AUDIT**

- 9.1 Collins Foods shall have the right at any time to conduct at the Suppliers or its subcontractors' premises an audit of the Supplier's operations, facilities and procedures to ensure that the Supplier has the appropriate operations, facilities, and procedures, to perform each Agreement in accordance with its terms and for that purpose Collins Foods and its authorised representatives shall be entitled to have access to the Supplier's and its subcontractors' premises during normal working hours on giving reasonable notice to the Supplier.

**10. LIABILITY**

- 10.1 The Supplier is liable for and indemnifies Collins Foods against any losses, costs, expenses, damages fines, penalties, or liabilities that Collins Foods suffers or incurs as a result of a default by the Supplier or by its agents, employees or third parties engaged by the Supplier in compliance with the Supplier's obligations under or arising out of the Agreement or by law.
- 10.2 The Supplier shall indemnify Collins Foods against third party claims, a result of a default by the Supplier or by its agents, employees or third parties engaged by the Supplier in compliance with the Supplier's obligations under or arising out of the Agreement or by law.
- 10.3 The Supplier shall remain fully liable for obligations arising from the Agreement, including the obligations pursuant to tax and social insurance legislation.
- 10.4 At the request of Collins Foods, the Supplier will demonstrate to Collins Foods that any turnover and wage taxes and social security contributions have been paid.

**11. INSURANCE**

- 11.1 The Supplier shall at its own cost keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Agreement. The Supplier shall on the written request of Collins Foods provide Collins Foods with details of the insurance maintained in force in accordance with this clause. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this clause. Insurances will include product and public liability (in respect of Goods) and professional indemnity (in respect of Services).

**12. COMPLIANCE**

- 12.1 The Supplier shall at all times:
- (a) perform its obligations under each Agreement in compliance with all applicable laws and regulations and all relevant technical, professional or other applicable standards;
  - (b) comply with relevant Collins Foods policies and procedures provided to the Supplier or to which the Supplier is given access by Collins Foods from time to time (including without limitation any supplier guidelines concerning responsible sourcing and supply chain management and any applicable workplace health and safety policies where the Supplier or its employees or representatives are accessing premises owned or occupied by Collins Foods);
  - (c) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement; and
  - (d) not do or omit to do anything which may cause Collins Foods to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Collins

Foods may rely or act upon any Services supplied by the Supplier.

**13. DATA PROTECTION**

- 13.1 To the extent that a Party receives Personal Data from the other Party in relation to any Agreement, each Party acknowledges that it acts as a Data Controller in respect of any Personal Data which it receives, and which is processed pursuant to the Agreement. Each Party undertakes to the other that in processing such Personal Data it will comply with all Data Protection Laws. At any time, should Collins Foods deem it necessary, the Parties shall enter into a Data Processing Agreement in respect of any Personal Data pursuant to the Agreement.

**14. TERMINATION**

- 14.1 Without prejudice to any other rights, powers or remedies a Party may have under the Agreement or at law, each Party has the right to terminate the Agreement with immediate effect by sending the other party a written notice to that effect if:
- (a) the other Party is declared bankrupt;
  - (b) the other Party ceases all or the major part of its business activities;
  - (c) the other Party applied for or was granted a suspension of payments;
  - (d) an attachment is imposed on significant part of the other Party's company assets; the other Party is placed under legal restraint or loses its right of ownership of its assets and is unable to regain this within a period of 4 weeks;
  - (e) the other Party suffers a force majeure event lasting thirty (30) days or more;
  - (f) the other Party is in default of compliance with one or more of its obligations under the Agreement.
- 14.2 Rights and obligations which by their nature continue after the completion or termination of an Agreement remain in force after completion or termination. These rights and obligations include, among others, guarantees, warranties (e.g. as to title, quality, fitness for purpose), indemnities, Intellectual Property Rights, conditions, service and repair obligations, confidentiality, dispute resolutions and applicable law.

**15. FORCE MAJEURE**

- 15.1 Parties can invoke force majeure, only if the Party claiming the force majeure informs the other Party in writing within five (2) working days of the occurrence of the force majeure, and provides sufficient documentary evidence as to the force majeure, its anticipated consequences for compliance with the Agreement and the anticipated timeframe that the force majeure will continue.
- 15.2 Force majeure in any case excludes: illness (with the exception of pandemic), strikes, staff shortages, shortage of raw materials, transport issues, late (or delayed) supply or unsuitability of auxiliary materials, defaults by third parties engaged by the Supplier and failure in the Supplier's production.

**16. CONFIDENTIALITY**

- 16.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the parties under the Agreement and shall not use nor disclose the same save for the purposes of the proper performance of the Agreement or as required by law or regulation, or with the prior written consent of the other Party.

**17. DISPUTE RESOLUTION PROCEDURE**

- 17.1 If a dispute arises out of or in connection with any Agreement or the performance, validity or enforceability of any Agreement, then the Parties shall attempt in good

faith to resolve the dispute within timeframes agreed between the Parties.

- 17.2 If the Parties fail to resolve the dispute, then the Parties may refer the matter for legal proceedings under the jurisdiction of the competent courts.

**18. LAW AND JURISDICTION**

- 18.1 Each Agreement and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the laws of the Netherlands.
- 18.2 The Vienna Sales Convention is not applicable.
- 18.3 All disputes or claims arising out of or relating to an Agreement shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.