

General Terms and Conditions Meatless B.V.

filed with the CoC with no. 81409389 in Breda.

Article 1: Applicability of these general terms and conditions

1. These conditions govern all offers and all agreements concerning the purchase and sale of products and the performance of work, concluded between Meatless B.V. (hereinafter referred to as: Meatless) and its contractual counterparties (hereinafter referred to as: Purchaser). The products (to be) delivered by Meatless will hereinafter be referred to as 'Products' and the performance of work as 'contracts'.
2. Provisions deviating from the general terms and conditions of Meatless will only be binding if agreed in writing.
3. Meatless explicitly rejects the applicability of the general terms and conditions of the Purchaser.

Article 2: Offer and conclusion of agreements

1. All offers and/or quotations are non-binding, unless explicitly indicated otherwise.
2. An agreement concerning the purchase and sale of products and/or contracts will only become binding to Meatless through its written confirmation of an order or contract placed by the Purchaser.
3. Each agreement concluded with Meatless applies subject to the resolutive condition that Meatless can determine the adequate credit rating of the Purchaser, such at its exclusive discretion.
4. The Purchaser must provide all relevant information upon the conclusion of the agreement, including the formalities related to the delivery and specifications concerning a contract, failing which the Purchaser will be in default by operation of law and Meatless will never be liable for any damage caused.

Article 3: Prices

1. All prices offered or agreed by Meatless will never include VAT and/or other government levies. Interim changes to these levies will always be charged to the Customer.
2. All agreements will always be concluded based on the price list in force at the moment of conclusion, unless indicated otherwise by Meatless.

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3. Costs, such as transport costs, will be listed in the quotation (insofar as not settled in the price) and will, as a rule, be borne by the Purchaser, unless explicitly agreed otherwise in writing. Costs arising from additions and/or amendments to the purchase order or contract will always be borne by the Purchaser.
4. All (potential) discounts granted on the price list will be valid for no more than 1 year following their effective date.

Article 4: Delivery

1. Deliveries will take place subject to the availability of the product. The Customer is not entitled to compensation if Meatless has invoked this reservation.
2. Delivery periods mentioned in advance are indicative and can never lead to liability of Meatless. In case of late delivery, Meatless will only be liable after having received a notice of default with a period of fulfilment of at least 14 days.
3. Partial deliveries of orders are permitted, in which respect each delivery may be invoiced separately.
4. During the delivery, the Purchaser must ensure that the products can be delivered in a safe and unimpeded manner. Failing this, the cost and any damage will be borne by the Purchaser.
5. If the Customer does not accept the goods at the agreed delivery moment, these goods will be kept available for the Purchaser at its account and risk for at least a month. In these cases, Meatless can charge reasonable storage costs to the Purchaser, which is required to pay these costs, for the entire storage period. After the expiry of a period of one month after the agreed delivery date, Meatless has the right to dissolve the agreement without judicial intervention being required, without prejudice to the right of Meatless to full payment of the agreed purchase price, as well as additional compensation.
6. Meatless reserves the right to make changes if it is required to do so, for example, based on laws and regulations.
7. Delivery of the products will take place *ex works* Incoterms 2020, unless quoted and/or agreed otherwise.
8. After the delivery by Meatless, the products will be for the risk and account of the Purchaser, irrespective of whether the ownership of the products has been transferred.

Article 5: Packaging

If the parties sell the packaging to each other, the Purchaser is responsible for cleaning the packaging materials. If packaging is returned without having been cleaned or in a damaged condition, Meatless has the right to charge the costs incurred to replace the packaging in question.

Article 6: Product, quality, and usage

1. Meatless delivers a natural product which it has developed and created as a semi-finished product to the best of its ability, knowledge, and skills, always in accordance with the associated specifications, which product may only be used to be processed in products for human and/or animal consumption during the stipulated shelf lives.
2. Meatless reserves the right to deviate from the product specifications to a minor extent.
3. In case of new applications by the Purchaser, it must always be determined and assessed by means of tests whether this application is possible in the scope of the quality requirements of the Purchaser and any statutory requirements or regulations.

4. Meatless will never be liable for the results or applications of its product nor for its technical support provided in this respect, including but not limited to advice, equipment used, and third parties engaged.
5. The product may not be resold or made available to third parties without the prior permission of Meatless.
6. Provided samples may never be sold to third parties by the Purchaser or used for different purposes than those for which they have been provided by Meatless, unless explicit, prior, and written agreements have been made with Meatless in this respect.

Article 7: Inspection and complaints

1. The Purchaser is required to thoroughly inspect the products upon or after each delivery and to immediately inform Meatless in writing in case of shortcomings. The Customer will be deemed to accept the condition in which the products have been delivered if:
 - the Purchaser has not informed Meatless in writing within 5 business days of the delivery of shortcomings that have been identified or which can be noticed in case of a thorough inspection; or
 - the Purchaser has not informed Meatless in writing within 3 business days of the date on which invisible shortcomings were identified or should have been identified; or
 - the products have been fully or partially processed or used.
2. In case of Article 7.1, second sentence, any right to file complaints or other claims will expire, and the Customer accepts the full responsibility for any damage or losses incurred.
3. Meatless must be given the opportunity to inspect the submitted complaints. The products in question must be kept unused, unmixed, and in a careful manner. The Purchaser will send Meatless a sample or grant it access for an investigation at its first request.
4. If the parties agree on the identified shortcomings, a written statement will be drawn up which must be signed by both parties. If the parties fail to reach an agreement, an independent expert will be engaged. The costs of this expert will be borne by the losing party, unless agreed otherwise.
5. Minor deviations and/or deviations accepted in the industry can never lead to complaints. Meatless will at least (but not exclusively) be considered to have met its obligations if the weight, the specified dimensions, or the quantity of the delivered products does not deviate from what has been agreed on by more than 10% and/or in case of minor colour deviations. The right to file a complaint will also expire after the period of the shelf life, or as a result of incompetent, erroneous, or careless use and/or storage or changes made by the Purchaser or third parties without the knowledge or permission of Meatless.
6. Filing a complaint will never release the Purchaser from its payment obligations.

Article 8: Liability

1. Meatless is not liable for damage caused to persons or legal entities, insofar as this damage is the result of incompetent use of the products delivered by Meatless, a granted contract, or any action in violation of the usage instructions given by Meatless, or if the Purchaser has or could have taken out an insurance to cover the damage in question.
2. Except in case of intent or gross fault of Meatless, Meatless will only be liable for material damage up to the paid invoice amount, excluding turnover tax, as a result of the products which caused the damage, but only if and insofar as the insurer of Meatless covers the damage in question based on any insurance agreement concluded by Meatless. In this case, the liability of Meatless is limited to the amount paid based on the insurance in question in the specific case.

3. Meatless is never liable for indirect or consequential damage of the Purchaser or any third party, including but not limited to loss of profits, suffered losses and/or costs incurred or immaterial damage.
4. Meatless is never liable for damage caused by any shortcoming in an excipient or raw material or other good or service of a supplier or third party. In this case, Meatless has the right to assign the rights it obtains vis-à-vis the supplier/third party to the Purchaser.
5. If the shortcoming cannot be attributed to Meatless (force majeure), Meatless will not be liable for damage in any way.
6. If Meatless and/or the Purchaser determine or learn that such quality issues or other (technical) issues exist in relation to a product or its packaging that a product recall is required, both parties will cooperate with this recall in accordance with the applicable laws and regulations. The party deciding to carry out a recall will bear the corresponding costs, except insofar as this party demonstrates that the cause of the recall is the responsibility of the other party. The parties are required to fully inform each other about the relevant facts and circumstances related to the execution of the product recall and to grant access to their relevant records and documents for this purpose.

Article 9: Force majeure

1. Force majeure exists, inter alia, but not exclusively, in case of fire, flood, strikes, epidemics, pandemics, (civil) war, terrorism, government measures, trade embargoes, labour unrest, electricity outage, water damage, cybercrime, machinery or company disruptions, shortcomings, or unlawful actions by suppliers and subcontractors of suppliers or other third parties.
2. In case of force majeure, Meatless will be relieved from its obligation to carry out deliveries or execute the agreement, without the Purchaser being able to exercise any right to compensation of any kind or whatever called. In these cases, Meatless has the right to cancel, suspend, or amend the purchase agreement until the extraordinary conditions have ended.

Article 10: Indemnification

1. Insofar as permitted by law, the Purchaser indemnifies Meatless against claims by third parties which arise in relation to or during the execution of the agreement, including but not limited to damage as a result of processing, modifying, packaging and/or completing by the Purchaser in any manner, or based on the failure to comply with any instruction or provision set out in these conditions, irrespective of whether the damage is caused by Meatless or the third parties or auxiliaries engaged by it.
2. The Purchaser will arrange an adequate insurance with sufficient coverage for the risk listed in 10.1 and its other operating risks, and will provide Meatless with proof thereof at its first request.

Article 11: Reservation of ownership

1. As long as Meatless has not received full payment of all invoices due (including interest and costs) with respect to any agreement between the parties for the delivery of products, the delivered products will remain the property of Meatless. As long as the ownership of the delivered products has not yet been transferred to the Purchaser, the Purchaser may not process the products, bring them outside of its control, or sell the products, except insofar as this is necessary in the context of its regular operations.

2. As long as the ownership of the delivered products has not yet been transferred to the Purchaser, the Purchaser may not pledge or otherwise encumber the products or transfer these to third parties as a security.
3. Meatless has the right to reclaim and recover the goods delivered subject to the reservation of ownership if the Purchaser fails to fulfil any payment obligation, if the Purchaser liquidates its company, requests or is granted suspension of payments, is declared bankrupt, or if attachment is levied on its assets. In this case, the Purchaser is required to immediately bring the delivered products back into the possession of Meatless at no cost. Meatless has the right to retrieve (or to have another party retrieve) these products from the place where they are located at the expense of the Purchaser. The Purchaser hereby grants Meatless irrevocable permission to access (or to have another party access) the spaces used by the Purchaser for this purpose. Once the goods have been retrieved, the Purchaser will be credited the market value of the products, minus the costs incurred to recover the products and the damage suffered by Meatless.
4. Until the moment on which it can actually consider itself the owner based on these general terms and conditions, the Purchaser must take sufficient measures to separate the products, and to keep the products separated, from the other goods present at the Purchaser, and to do all that is necessary to avoid mixing, accession, or conversion. The Purchaser is required to inform third parties that want to recover the products delivered by Meatless in writing of the reservation of ownership of Meatless with respect to these products.
5. The products will be for the risk and account of the Purchaser during the period of this reservation of ownership. The Purchaser will keep the products covered by the reservation of ownership of Meatless as a 'good caretaker' and cover these products with an adequate insurance.
6. If the laws of the country of destination of the products delivered by Meatless offers more extensive options concerning a reservation of ownership than set out in this article, these more extensive options will be considered to have been stipulated between the parties for the benefit of Meatless, with the proviso that if it cannot be objectively determined to which more extensive rules this provision relates, the provisions above will remain in force.

Article 12: Payment

1. Payment must take place within 30 days of the invoice date without postponement and settlement, unless the parties have agreed otherwise in writing. The Purchaser must check each invoice thoroughly before payment. In case of changes to the bank account number, irregularities, or a suspicion of hacking or fraud, the Purchaser will immediately contact Meatless to verify the payment details. Hacking or fraud will never release the Purchaser from its payment obligation vis-à-vis Meatless.
2. Meatless has the right to ask for an advance payment when concluding the agreement. If the agreement is dissolved due to an attributable shortcoming by Meatless, the Purchaser is entitled to a refund of the advance, to be increased by the statutory interest pursuant to Article 6:119 DCC.
3. If the payment of the amount due has not been received within the payment period, Meatless has the right to charge the statutory interest for commercial transactions (Article 6:119(a) DCC) per month, to be calculated from the due date of the invoices in question.
4. In case of default, Meatless has the right to charge the extrajudicial collection costs to the Purchaser, in accordance with the Extrajudicial Collection Costs (BIK) table published on www.rechtspraak.nl.

5. If the Purchaser defaults with respect to any of its obligations arising from any agreement, all payment obligations of the purchaser vis-à-vis Meatless will become immediately due and exigible as of that moment, irrespective of whether these amounts have already been invoiced.

Article 13: Intellectual property rights and confidentiality

1. All recipes, formulas, working methods, descriptions, calculations, compositions, fibre types, materials, products, names, materials, documents, or corresponding (audio) recordings created by Meatless are and will remain the exclusive (intellectual) property of Meatless, even if costs have been charged to the Purchaser in this respect.
2. The Purchaser will strictly observe the confidentiality of the goods as set out in Article 13.1 as shared with the Purchaser by Meatless in the context of the contract or the delivery of products. The Purchaser will only use the information internally for processing as set out in Article 6.1 and will not use the information to the detriment of Meatless, nor will it copy, publish, disclose, or share the information with third parties.
3. All intellectual and industrial property rights (including trademarks, proprietary knowledge (trade secrets), copyrights, and patents) on all products delivered by Meatless and on the goods set out in Article 13.1 are vested exclusively with Meatless and are acknowledged and respected by the Purchaser. Without prior written permission, the Purchaser is not permitted to use this information and/or the trademarks of Meatless in any other manner than set out in this article, for example, in the context of sale and marketing. Use of the Meatless brand and logo is only permitted after prior written permission of Meatless.
4. The Purchaser may not copy or reproduce the Meatless products or the goods set out in this article, or to use these for research, analysis, or for any other purpose or in any other manner than those set out in Article 13.2, Article 6.1, and other relevant conditions of these general terms and conditions.

Article 14: Invalidity/nullification of provisions

If a provision of an agreement concluded between the parties or these general terms and conditions is determined to be void or otherwise unenforceable, this will not affect the validity of the other provisions of the agreement and the general terms and conditions. In this case, the parties are required to discuss a replacement of the invalid or nullified provision by a provision that matches the content and scope of the original provision to the greatest extent possible.

Article 15: Applicable law and disputes

1. All agreements concluded and offers made by Meatless are governed by the laws of the Netherlands, to the exclusion of the Vienna Sales Convention.
2. All disputes arising from agreements concluded between the parties, including the mere recovery of the amounts due, will be settled by the District Court of Zeeland-West Brabant, location Middelburg.