



General Terms and Conditions of:

Royal Taste Company B.V.
Birkstraat 143 A
3768 HE Soest
The Netherlands

Chamber of Commerce No.:32089044

Article 1: Applicability - definitions

1. These General Terms and Conditions apply to any offer from us and to all our agreements of assignment and sale we conclude with you.
2. If (a part of) a provision is void or annulled, the other provisions of these General Terms and Conditions remain in force.
3. In the event of a deviation between these General Terms and Conditions and a translation hereof, the Dutch text applies.
4. These General Terms and Conditions also apply to follow-up or partial assignments, repeat or partial orders.
5. In these General Terms and Conditions we use the following terms:
 - a. **offer**: any offer from us, whether or not in the form of a written quotation;
 - b. **in writing**: by letter, by e-mail or any other form of communication that can be equated with this, such as WhatsApp messages;
 - c. **documents**: both physical and digital documents, for example sketches, designs, drawings, reports and suchlike to be created or provided by you or us;
 - d. **information**: both the aforementioned documents and other (oral) data;
 - e. **assignment**: an assignment to develop, manufacture and/or package private-label items for you;
 - f. **items**: our coffee products and associated products which we supply from our product range or develop, manufacture and/or package as private-label products on your instructions;
 - g. **associated products**: for example, cocoa mix or milk topping.

Article 2: Offer

1. Unless we state a period of validity in or for our offer, this concerns an offer without obligation. We may still withdraw an offer without obligation within a period of no more than 2 working days after receipt of your acceptance.
2. A composite offer does not oblige us to deliver part of the offered items against a corresponding part of the (total) price or fee.
3. If we base our offer on your information and this information appears to be incorrect/incomplete or should change at a later date, we may adjust the quoted prices, rates and/or periods accordingly.
4. Our offer and our prices and rates do not automatically apply to repeat orders or new assignments.
5. Samples and examples that are displayed or provided to you, specifications of dimensions, weights, volume, contents, flavor- and other descriptions in brochures, promotional material or on our website are as accurate as possible but are only intended as a guide. You cannot derive any rights from these.
6. If we incur costs for the benefit of our offer, we may pass on these costs to you. We will then inform you in advance.



Article 3: Conclusion of the agreement

1. The agreement shall be concluded after you have accepted our offer, for example by communicating your acceptance of our quotation or by signing an agreement submitted to you. If your acceptance deviates from the offer, the agreement shall only be concluded after we have accepted the deviations in writing.
2. We are only bound by:
 - a. an assignment or order without prior offer thereto;
 - b. oral arrangements;
 - c. additions to or changes of the General Terms and Conditions or the agreement; after we have confirmed this to you in writing, or as soon as we - without your objection - have started the execution of the assignment, order or arrangements.
3. Please note: we are only bound by the terms explicitly agreed upon with you. This means that we are only obliged to carry out the work and provide the deliveries as described in the offer you accepted or as we may expressly agree upon with you at a later stage. In this context, we strongly recommend that you carefully review our offer. Do you have any questions or are you uncertain whether something is included in this offer? If so, please contact us. This can help avoid misunderstandings and/or potential disappointments on your part later.

Article 4: Prices

1. Unless we agree otherwise, we will execute an assignment for the fixed unit prices (per box) or volume prices agreed with you.
2. If it appears during the execution of the assignment that we have not properly estimated the amount of work (for example, per element of the production process), we may increase these prices, provided that the estimation error cannot be blamed on us and we cannot reasonably execute the assignment for the agreed prices.
3. Unless we agree otherwise, our prices stated in an offer or price list will exclude VAT, handling costs and third-party invoices (if any), but will include transport or shipping costs.
4. Price cuts after the conclusion of the agreement because of, for example, discount campaigns, will not entitle you to a price reduction.
5. If, after concluding the agreement, we are faced with (cost) price increasing circumstances, we may adjust the prices agreed with you accordingly. (Cost) price increasing circumstances in any case include changes in legislation and regulations, government measures, currency fluctuations, price changes of the required ingredients or materials or changes in rates of third parties engaged.



Article 5: Engaging third parties

We may have carried out deliveries and work by third parties.

Article 6: Obligations - information

1. You will ensure that:
 - a. you provide us with all information required for the execution of the agreement on time (for example, the formula to be provided by you, your wishes or requirements in respect of the packages to be manufactured, and the logos, pictures, colours or colour numbers, fonts, etc. to be used);
 - b. information carriers, files and suchlike provided by you are free from viruses and defects;
 - c. you will make the ingredients to be delivered by you available to us on time and in good condition;
 - d. these ingredients and suchlike meet any specifications agreed in this regard.
2. You guarantee that the information provided to us is correct and complete and indemnify us against claims by third parties arising from the inaccuracy or incompleteness of this information.
3. We shall keep secret all information we receive from or about you and your product during the conclusion and execution of the agreement. We only provide this information to third parties insofar as this is necessary for the execution of the agreement.
4. We process information covered by the GDPR (General Data Protection Regulation) in accordance with the GDPR and report any infringements on the security of the information also in accordance with the GDPR.
5. We keep all information received from you during the execution of the agreement. We store this information in a careful manner and - if applicable - in accordance with the GDPR.
6. We take all reasonable measures to prevent loss of or unwanted access to this information (for example due to viruses, technical failures, cybercrime and suchlike). However, we are never liable for damage you suffer as a result of the loss or destruction of this information, unless:
 - a. the damage is due to our intent or conscious recklessness;
 - b. liability arises from the GDPR.
7. Unless we agree otherwise, you will always keep the original or a copy/backup of the information provided to us.
8. You may resell the items supplied to you from our product range (= our own products) only in the original packaging manufactured by us and with the original contents. You may not make any changes to the original packaging, and you must prevent damage. This also applies to items we supply to you in blank packaging. Unless we agree otherwise, in the event of violation of this you will forfeit to us an - immediately due and fully payable - fine of € 1,000.00 per violation (= per packaging with which you are in violation).
9. Do you fail to meet the aforementioned obligations or to your other obligations under the agreement or these General Terms and Conditions (on time)? In this case, we may suspend the execution of the agreement until you have fulfilled your obligations. The costs and other consequences (for example damage) arising from this shall be at your expense and risk.
10. If you do not fulfil your obligations and we do not require immediate compliance, this does not affect our right to request compliance from you at a later time.

Article 7: Delivery - periods - progress and execution of the agreement

1. We make every effort to deliver the items ordered and/or manufactured on time, but agreed periods are never deadlines. Do we fail to fulfil our obligations (on time)? In this case, you must grant us a reasonable period for compliance in a written notice of default.
2. If there is a delay at the start, progress or completion of an assignment or the agreed delivery of items due to the fact that:
 - a. we do not receive all the necessary information from you on time;
 - b. we do not have access to ingredients to be delivered by you on time;
 - c. we do not receive an agreed (advance) payment from you on time;
 - d. there are other circumstances that are at your expense and risk;we are entitled to a reasonable extension of the agreed period and to compensation of the costs and damage involved, such as possible waiting hours.
3. Do we speed up the execution of an assignment at your request? In this case, we may pass on the overtime hours and other costs involved to you.
4. We may deliver in parts and invoice each partial delivery separately.
5. Unless we agree otherwise, the risk attached to the items to be supplied will pass to you as soon as the items are ready for collection from our building or premises, and we inform you that you can collect the items.
6. Dispatch or transport of the items is at your expense and risk. We are not liable for damage related to the dispatch or the transport.
7. We may store the items ordered and the materials, ingredients etc. purchased for an assignment at your expense and risk if we are unable to deliver the items to you in the agreed manner, if you do not collect the items or if we cannot execute or complete the assignment and the cause of this lies in your risk area. We will give you a reasonable period within which you still give us the opportunity to deliver or to execute or complete the assignment or you still collect the items.
8. Do you fail to fulfil your (purchase) obligation after this reasonable period? In this case you are immediately in default. We may terminate all or part of the agreement - by means of a written statement addressed to you - and charge you directly for the items ordered and/or these materials, ingredients etc., and destroy any documents produced, without being obliged to compensate you for any losses, interest and costs. This does also not affect our right for compensation of our (storage) costs, damage and loss of profit or our right to still ask compliance from you.
9. When executing an assignment we take into account the relevant statutory regulations, permits and (other) governmental orders. The costs for complying with this are at your expense.
10. If applicable, we will point out to you the imperfections, errors, failures, any problems and suchlike in or at the by or on your behalf:
 - a. information provided;
 - b. prescribed or desired techniques, working methods and suchlike;
 - c. given directions;
 - d. the made available or prescribed (packaging) materials, ingredients etc.;insofar as these imperfections, errors, failures, problems and suchlike are relevant for our performance, and we are aware of this or can reasonably be aware of this.

11. We also inform you about the consequences for agreed prices, rates and periods:
 - a. in the event of changes desired by you in an order or assignment;
 - b. if it appears during the execution of the agreement that we cannot execute it in the agreed manner due to unforeseen circumstances. We will consult with you about a possible modified execution. Do the aforementioned circumstances make the execution impossible? In this case, we are in any case entitled to full compensation for any work and deliveries already carried out and any cost incurred by us.
12. We shall agree additional and reduced work in writing with you. We are only bound by oral arrangements after we have confirmed these to you in writing, or as soon as we - without your objection - have started the execution of these arrangements. Additional work in any case concerns all extra work and deliveries arising at your request or necessarily arising from the execution of the assignment, which work/deliveries (has) have not been included in the offer or your assignment. We may charge the associated costs to you separately.
13. You will check every draft, proof, coffee sample etc. (hereafter: "draft") which we submit to you and provide us with your response as soon as possible. If necessary, we will adjust the draft and submit it to you for approval again. We may ask you to sign a written statement of approval in this respect. If we still need to amend approved drafts, this will be considered additional work and we may charge the associated additional costs to you.

Article 8: Packaging

1. Packaging intended to be used several times remains our property. You may not use this packaging for any other purpose other than for which it is intended.
2. We determine whether you shall return the packaging to us or whether we collect it from you and at whose expense the collection takes place.
3. We may charge you a fee (returnable deposit) for the packaging. If you return the packaging to us at your expense within the agreed period, we shall take back the packaging. We shall refund the fee to you or settle it with the fee for the packaging of a subsequent delivery. We may deduct 10% handling costs from the amount to be refunded or settled.
4. Is the packaging damaged, incomplete or has it become unusable? In this case, you are liable for this damage and your right to refund the fee expires. Does the damage exceed the charged fee? In this case, we do not have to take back the packaging and we may charge this to you at cost price, minus the fee paid by you.
5. We may leave single-use packaging with you. Possible removal costs are at your expense.

Article 9: Packaging tax (Packaging waste management Contribution)

1. Unless we agree otherwise, you will always be responsible for compliance with the statutory rules on, submission of a return for, and payment of the packaging tax in respect of the items supplied to you.
2. If we agree that we will see to the return and payment referred to in paragraph 1 on your behalf:
 - a. this will apply only to the items we supplied to you;
 - b. we cannot guarantee that the return and payment made by us are sufficient and complete. This will depend in part on whether you purchase products from the same product group as the items supplied by us from other suppliers as well. In that sense, we cannot know or guarantee - for example - whether the total number of kilos of the products you purchased will be above or below the predetermined limit for submitting the aforementioned return.

You will therefore remain responsible also in that case for compliance with the applicable rules.



Article 10: Complaints - returns

1. You shall check the delivered items immediately after receipt and report any visible failures, damages, errors, deviations in numbers and suchlike on the consignment note or accompanying note. In the absence of a consignment note or accompanying note, you report these complaints to us in writing within 2 working days after receipt. Do you fail to report these complaints on time? In this case, the items are deemed to have been received by you in good condition and to have been delivered in accordance with the agreement.
2. You report other complaints in writing to us immediately after discovery, but no later than within the applicable shelf-life period. All consequences of not reporting immediately are at your risk. Is no shelf-life period stated on or with the items and do we not agree on a shelf life period? In this case, the customary shelf-life period applicable in the industry for these items applies.
3. Do you fail to report a complaint on time? In this case, you cannot invoke an agreed warranty- or shelf-life period.
4. Complaints do not suspend your payment obligations.
5. You will give us the opportunity to investigate the complaint and provide us with all relevant information, for example photos of the facts observed by you. Do the items need to be returned for the investigation? In this case, this is at your expense, unless your complaint proves to be justified afterwards. You always bear the dispatch- or transport risk.
6. Returning of the items always takes place in consultation, in a manner to be determined by us and, if possible, in the original packaging or deposit packaging.
7. No complaints are possible about:
 - a. properties, flavour etc. of items that are inherent to the nature of the ingredients etc. from which the items were manufactured;
 - b. minor deviations - internal or otherwise - accepted in the industry concerning indicated quantities, dimensions, weights, volume and suchlike;
 - c. smell, color-, taste-, structure or other differences due to a modified production or recipe of the items. Please note: coffee will always be a natural product for which such aspects may also depend on the actual harvest;
 - d. discoloration and minor color deviations between items;
 - e. items that have been changed or treated or have already been incorporated into other products by you after receipt.

Article 11: Guarantees

1. We will execute the assignments and deliveries agreed properly and in accordance with the standards applicable in our industry but will give no further guarantee than we expressly agree with you.
2. During the shelf life- or warranty period we guarantee the usual quality and reliability of the items delivered.
3. When using (packaging) materials, ingredients etc. required for an assignment, we rely in part on the information provided by the manufacturer, our supplier or the grower regarding the properties etc. thereof. Does the manufacturer, supplier or grower issue a warranty in respect of these materials, ingredients etc.? In this case, this warranty applies between us in the same way. We inform you about this. In any case, our warranty then will never extend beyond the growers, manufacturer's or supplier's warranty.
4. Do you intend to use the items for a purpose other than the customary purpose, or in a manner other than the customary manner? Or do you want us to use or process (packaging) materials, ingredients etc. (whether these are supplied by you or not) in a manner other than the customary or agreed manner? In that case, we will only guarantee that the items or these materials, ingredients etc. are suitable for that purpose or use if we have confirmed this to you in writing.



5. You cannot invoke the shelf-life period or other warranties until you have paid the price or fee agreed for the items.
6. Do you rightly invoke an agreed shelf-life period or warranty? In this case, we have the choice of a free replacement of the items or a refund or a discount on the agreed price or fee. If there is any additional damage, the provisions set out in the Liability Article apply.

Article 12: Liability

1. We accept no liability other than the guarantees (such as shelf life) expressly agreed with you or given by us.
2. If we manufacture the items entirely in accordance with your formula and your requirements, instructions etc., we will not be responsible for the substance, accuracy and completeness of this formula or these requirements, instructions, etc., We are also not responsible or liable for:
 - a. errors, failures, etc. in the items supplied which result from;
 - b. or (other) losses which result or arise from;compliance with this formula or these requirements and instructions. Therefore, we will never bear any product liability in respect of such items, unless you can demonstrate that we made errors in our production process or in complying with your formula, requirements, instructions, etc.
3. Furthermore, we are only liable for direct damage. Any liability for consequential damage such as trading losses, loss of profit and losses sustained, damage caused by delay, personal or bodily injury is expressly excluded.
4. You take all necessary measures to prevent or limit the damage.
5. If we are liable, our obligation for compensation is at all times limited to the maximum amount paid out by our insurer where appropriate. Is no payment provided or is the damage not covered by an insurance taken out by us? In this case, our obligation for compensation is limited to the maximum invoice amount for the delivered items.
6. All your claims for compensation for damage suffered expire in any case 6 months after you became aware of - or could have become aware - of the damage you have suffered and could therefore have held us liable for this.
7. Do you make ingredients available for processing? In this case, we are responsible for a correct processing but not for the reliability of these ingredients etc. nor for the effect that these ingredients have on the final result.
8. We are not liable - and you cannot make a claim under the applicable shelf life or other warranties - if the damage is caused by:
 - a. your incompetent use, use contrary to the purpose for which the items delivered were intended or use contrary to the directions, our advice (regarding the shelf-life), (operating-)instructions, manuals and suchlike provided by or on our behalf;
 - b. your incompetent safekeeping (storage) of the items, such as storage of coffee in a damp area;
 - c. ageing or loss of quality of the items during your storage before a possible onward delivery to a third party;
 - d. errors, incompleteness, failures and suchlike in the information, (packaging) materials or ingredients provided to us by or on your behalf;
 - e. your instructions or directions;
 - f. or as a result of a choice you have made which deviates from our advice or what is usual
 - g. or because you have - or a third party on your behalf has - carried out changes or adjustments to the delivered items or the completed work;

9. We are also not liable - and you cannot make a claim under the applicable shelf-period or warranty - if you do not always give us the opportunity to resolve your complaint within a reasonable period of time, before you (for example) purchase replacement products from a third party.
10. In these situations - listed in paragraphs 8 and 9 -, you are fully liable for the damage arising from this and you indemnify us against claims from third parties.
11. The limitations of liability stated in this article do not apply if the damage is due to our intent or conscious recklessness or if the limitations violate mandatory legal provisions. We shall only indemnify you against third-party claims in these cases.

Article 13: Payment

1. We may always request your (partial) advance payment or other security for payment (for example, for packaging which we will manufacture).
2. Unless we agree otherwise, you pay within an expiry period of 30 days after the invoice date. The invoice shall be considered correct if you do not object within this payment period.
3. Did you not pay (in full) within the payment period? You then owe us the current statutory commercial interest (in accordance with Article 6:119a of the Dutch Civil Code).
4. If your payment is still not forthcoming after notice was given, we may also charge you the extrajudicial collection costs of 15% of the invoice amount with a minimum of € 40.00.
5. For the calculation of the extrajudicial collection costs, we may, after 1 year, increase the principal of the claim by the default interest accrued in that year.
6. Is your payment not forthcoming? In this case, we may terminate the agreement - by means of a written statement addressed to you - or suspend our obligations under the agreement until you still pay or provide us with appropriate security. We already have this right of suspension before you default on your payment if we already have legitimate reasons to doubt your creditworthiness.
7. We initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless you state in writing with the payment that it concerns a later invoice.
8. You may not set off our claims against any counterclaims that you believe to have on us. This also applies if you apply for a (temporary) suspension of payments or are declared bankrupt.

Article 14: Retention of title

1. All items that we deliver to you remain our property until you have met all your payment obligations.
2. These payment obligations do not only concern the purchase price of the items, but also our claims:
 - a. for work carried out related to the delivery;
 - b. due to an attributable shortcoming of you such as compensation, extrajudicial collection costs, interest, and possible penalties.
3. You may resell the items in the context of your normal business operations, provided you also agree a retention of title with your purchasers.
4. If we deliver identical, non-individualised items to you, (for example multiple batches of the same product), the batch belonging to the oldest invoice or invoices is always deemed to have been sold first. This means that the retention of title in any case rests on all items delivered that are still in your stock or building the moment we invoke our retention of title.
5. You may not pledge the items subject to a retention of title or bring these under the actual control of a financier.
6. You will inform us immediately if third parties claim that they have the ownership- or other rights to the items.
7. As long as you are in the possession of the items, you will carefully store them and as our identifiable property.



8. You arrange such a business insurance or contents insurance that the items delivered subject to a retention of title are co-insured. Upon our request, you provide us access to the insurance policy and associated premium payment receipts.
9. Do you act in violation of this article, or do we invoke our retention of title for any other reason? In this case, we or our employees are allowed to enter your site and take back the items. This does not affect our rights to terminate the agreement - by means of a written statement addressed to you - or a fee of our damage, lost profit and interest.

Article 15: Intellectual property rights

1. Unless we agree otherwise, we are entitled to all intellectual property rights which are vested on or arise from:
 - a. the formula we have developed and the associated unique combination of blend, roast profile, etc. in respect of items supplied from our product range or private-label items supplied to you;
 - b. the items and documents delivered or produced by us.Only we may exercise these rights.
2. This means - among other things - that you may not:
 - a. operate or use the formula we developed and the associated unique combination of blend, roast profile etc. in any way or grant third parties an inspection of them;
 - b. use documents we issued or produced (such as our quotations) outside the context of the agreement, or multiply them, or for receiving quotes from third parties and otherwise or provide them to third parties or grant third parties an inspection of them
 - c. copy, modify, reproduce etc. items we supplied or manufactured or components thereof; without our prior written permission.
3. Do you provide documents or files to us (for example containing pictures, logos, brand names etc. to be processed by us)? In this case, you guarantee that these documents or files do not infringe any intellectual property rights of third parties. You are liable for damage that we suffer because of such infringements and indemnify us against any claims from third parties.

Article 16: Bankruptcy - loss of power to dispose of property and suchlike

1. We may terminate the agreement - by means of a written statement addressed to you – if you:
 - a. are declared bankrupt or an application has been made for this;
 - b. apply for (temporary) suspension of payments;
 - c. are affected by enforceable seizure;
 - d. are placed under guardianship or judicial supervision;
 - e. in any other way lose the power to dispose of your property or lose any legal capacity regarding (parts of) your assets.
2. You always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 17: Force majeure

1. If we fail to fulfil our contractual obligations to you, this cannot be attributed to us in the case of force majeure.
2. In the following circumstances there is in any case force majeure on our side:
 - a. war, revolt, mobilization, riots at home and abroad, government measures or a threat of these or similar circumstances;
 - b. disruption of existing currency ratios at the time the agreement was entered into;

- c. operational failures due to fire, burglary, sabotage, power failure, failure of Internet or telephone connections, cybercrime, strikes, (measures relating to) an epidemic or pandemic, natural phenomena, (natural) disasters, and suchlike;
 - d. transport difficulties and delivery (completion) problems caused by weather conditions, roadblocks, accidents, import and export hindering measures, a (temporary) lack of the necessary (packaging) materials, ingredients, and suchlike.
3. In case of force majeure, we may terminate the agreement - by means of a written statement addressed to you - or suspend or adjust our supplies for a reasonable period (the latter in consultation with you). We do not have to pay compensation to you in this case.
4. What if the force majeure situation enters after we have already partially executed the agreement? In this case, we are entitled to the fee for the deliveries already executed.

Article 18: Cancellation - suspension

1. If you cancel the agreement prior to or during the execution, we may charge you a fixed compensation for:
 - a. all costs incurred (such as (packaging) materials already purchased);
 - b. our damage suffered due to cancellation, including the lost profit.Dependent on work or deliveries already carried out or costs incurred, this compensation will be 20% to 100% of the agreed price or fee.
2. If you cancel/postpone a planned appointment less than 24 hours beforehand or are not present at the agreed time, we may charge you the time reserved for it.
3. You shall indemnify us against any third-party claims arising from the cancellation.
4. We may set off the compensation due against all amounts paid by you and your possible counterclaims.
5. Do you request us to suspend the execution of the agreement? In this case, we may immediately claim the fee for all work and deliveries that have been carried out and charge this to you. This also applies to costs incurred.
6. Costs that we incur for resuming the assignment or the deliveries are also at your expense. What if we cannot resume the execution of the agreement after the suspension? In this case, we may terminate the agreement by means of a written statement addressed to you.
7. Did we make arrangements with you about minimum purchases over a particular period? If so, you will - irrespective of your cancellation or suspension - remain bound in any case by the arrangements on (the purchase of) packaging already manufactured, items held in stock, etc., unless we agree otherwise.

Article 19: Applicable law - jurisdiction

1. Our agreements are governed by the laws of the Netherlands.
2. We exclude the applicability of the Vienna Sales Convention (CISG).
3. We submit disputes to the court competent in our place of establishment. In addition, we always retain the right to submit the dispute to the competent court in your place of establishment or residence.
4. If you are established or residing outside of the Netherlands, we may also submit the dispute to the competent court in the country or the state where you are established or reside.

Date: October 28, 2024