

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **Article 1 Definitions**

**General Terms and Conditions of Sale:** these present general terms and conditions of sale;

**Banken Champignons:** Banken Champignons B.V., having its registered office in (6604 LV) Wijchen at Bijsterhuizen 3130, registered in the Dutch Trade Register under number 10041307, as well as its legal successors, its affiliated companies and/or its sister and/or subsidiary companies and the companies affiliated with its sister and/or subsidiary companies;

**Intellectual Property Rights:** all intellectual property rights, including but not limited to copyrights, trademarks, designs, patents, trade names, domain names, semiconductor rights, designs, trade secrets and know-how;

**Agreement:** any agreement entered into between Banken Champignons and the Counterparty, any amendment or supplement thereto, as well as all legal acts and/or acts in law in preparation for and implementation of that agreement;

**Parties:** the parties to the Agreement to be concluded;

**Counterparty:** any natural person or legal entity entering into an Agreement with Banken Champignons, or to whom Banken Champignons makes an offer and/or quotation, and, in addition, its representative(s), authorised representative(s), successor(s) in title and heirs.

### **Article 2 Applicability**

These General Terms and Conditions of Sale apply to all quotations issued by Banken Champignons, offers made by Banken Champignons, Agreements concluded by Banken Champignons, as well as orders accepted by Banken Champignons. The General Terms and Conditions of Sale also apply to any additional, subsequent or follow-up agreements. Accordingly, these General Terms and Conditions of Sale apply to all acts and/or legal acts (including omissions) of Banken Champignons and its Counterparty in this regard.

Agreements as referred to in paragraph 1 of this article include all agreements, including but not limited to sale, commission, consignment, framework and related agreements.

The Counterparty authorises Banken Champignons to use third parties, not being employees of Banken Champignons, for the performance of the provisions of the Agreement. The General Terms and Conditions of Sale also apply to legal acts performed by such third parties in the context of the performance of obligations resting on Banken Champignons under the Agreement.

Derogations from and/or additions to any provision in these General Terms and Conditions of Sale shall bind Banken Champignons only if such derogations and/or additions have been expressly agreed in writing between Banken Champignons and the Counterparty, without reservation. Any agreed derogations and/or additions shall apply only to the Agreement concerned.

These General Terms and Conditions of Sale apply exclusively, in the sense that specific stipulations and general terms and conditions on the part of the Counterparty are expressly excluded, unless expressly accepted by Banken Champignons in writing and without reservation.

If any provision of these General Terms and Conditions of Sale is found to be null and void or voidable following intervention by a judicial authority, only the relevant provision shall be excluded from application. All other provisions shall remain in full force and effect. Banken Champignons and the Counterparty shall be obliged to replace provisions that are null and void or annulled with valid provisions having, as far as possible, the same purport as the null and void or annulled provision. These General Terms and Conditions of Sale shall apply in full to any amendments to the Agreement. Banken Champignons is entitled to amend these General Terms and Conditions of Sale unilaterally. For the explanation and interpretation of these General Terms and Conditions of Sale and the Agreement, the Dutch text shall be decisive.

### **Article 3 Offer**

All Agreements concluded by Banken Champignons shall be deemed to have been concluded at the place of business of Banken Champignons, being Wijchen, both with regard to the performance of the Agreement and the payment under the Agreement.

Any inaccuracies in the offer or quotation must be notified in writing by the Counterparty to Banken Champignons within two (2) days after the date of the written order confirmation or the Agreement, failing which the order confirmation shall be deemed to correctly and completely reflect the Agreement and the Counterparty shall be bound by it.

Any offer made by Banken Champignons is entirely without obligation.

Banken Champignons reserves the right to refuse orders without stating reasons.

### **Article 4 Agreement**

If a quotation or offer contains a non-binding offer which is accepted by a third party (the Counterparty), Banken Champignons shall have the right to revoke the offer within two working days after receipt of the acceptance.

Oral undertakings or arrangements made by or with its staff shall bind Banken Champignons only if and insofar as Banken Champignons has confirmed them in writing.

The Counterparty shall receive a written order confirmation, or a written record of the Agreement, from Banken Champignons. Such written record may consist of the invoice and/or order note.

If, after the Agreement has been concluded, the Parties agree further and/or additional arrangements or amendments, these shall be binding only if and insofar as such arrangements have been recorded in writing. Here too, the written record may consist of the invoice and/or order note.

### **Article 5 Cancellation of the Agreement**

Cancellation of the Agreement by the Counterparty shall be possible only if effected in writing before the commencement of performance of the Agreement. Subject to the provisions below, all preparatory costs incurred shall at all times be charged by Banken Champignons to the Counterparty in the event of cancellation.

If cancellation of the Agreement takes place within the 24 hours preceding the agreed time of delivery, the Counterparty shall, in addition to the preparatory costs, owe damages fixed at 50% of the agreed price. If cancellation takes place later than 12 hours prior to the agreed time of delivery, the Counterparty shall owe the full agreed price.

In the event of cancellation, regardless of the timing of the cancellation, the Counterparty shall be obliged to reimburse Banken Champignons for the costs which Banken Champignons must pay to third parties by virtue of and in connection with the cancelled Agreement.

### **Article 6 Delivery**

The delivery periods stated by Banken Champignons and agreed with it are approximate only and shall not be regarded as strict deadlines. Exceeding the delivery period shall not oblige Banken Champignons to pay damages and shall not entitle the Counterparty to dissolve the Agreement or to fail to perform or suspend its obligations arising from the Agreement.

The delivery period is based on the working conditions applicable at the time the Agreement is concluded and on timely delivery of the goods and/or services required by Banken Champignons for the performance of the Agreement. If delay arises as a result of a change in working conditions and/or the untimely delivery of goods and/or services required by Banken Champignons, the delivery period shall be extended to the extent necessary.

The delivery period shall be extended by the duration of the delay arising on the part of Banken Champignons as a result of the Counterparty's failure to perform any obligation arising from the Agreement or to provide any cooperation to be requested from it in connection with the performance of the Agreement.

With regard to number and weight, as well as public and/or private law requirements, the quantity delivered by Banken Champignons shall be deemed to comply with what the Parties have agreed in this regard, save for proof to the contrary to be provided by the Counterparty. Accordingly, the Parties agree an explicit presumption of proof in this respect.

Delivery shall take place at the Counterparty's premises, unless the Parties have agreed otherwise in writing in this regard. The time of delivery shall be the time at which the goods are delivered to the Counterparty.

If the Counterparty does not take delivery of the goods on the agreed delivery date or within the agreed delivery period, such goods shall be stored for the Counterparty's account and risk for as long as Banken Champignons deems desirable.

If the Parties have agreed that Banken Champignons shall store the goods to be delivered by it for the benefit of the Counterparty, whether at its own premises or with a third party, delivery shall take place at the moment the goods are placed into storage.

Before fulfilling the obligations resting on it under the Agreement, Banken Champignons shall at all times be entitled to demand full or partial advance payment and/or to obtain security for payment from the Counterparty in another manner.

If the Counterparty still has any payment obligation towards Banken Champignons, in particular if invoices of Banken Champignons remain unpaid in whole or in part by the Counterparty, Banken Champignons shall be entitled to suspend its (delivery) obligations until the Counterparty has fulfilled all its obligations.

Banken Champignons shall be entitled to perform an Agreement in instalments and to demand payment for the part of the Agreement that has been performed.

#### **Article 7 Prices**

All amounts stated in quotations, offers, Agreements and orders shall be expressed in euros.

Furthermore, all amounts stated are exclusive of transport costs, turnover tax and other levies imposed by the authorities, unless the Parties have agreed otherwise in writing.

If, after the offer and/or the conclusion of the Agreement, cost-determining factors change, including taxes, excise duties, import duties, exchange rates, wages, prices of goods and/or services whether or not procured from third parties, Banken Champignons shall be entitled to pass on the increase to the Counterparty.

If, after the offer and/or the conclusion of the Agreement, currency changes occur causing agreed prices in euros to become higher, Banken Champignons shall be entitled to pass on such increase to the Counterparty, and this shall therefore not constitute a reason to adjust the prices into another currency.

The prices are subject to typographical errors. No liability shall be accepted for the consequences of typographical errors.

#### **Article 8 Acceptance and complaints**

Immediately upon delivery of the agreed goods by Banken Champignons, the Counterparty must inspect and check those goods, failing which any right to performance, repair, dissolution and/or compensation (including damages) shall lapse. This inspection and check must take place in the presence of the driver. The Counterparty must verify whether the delivered goods comply with the provisions of the Agreement, namely:

whether the delivered goods comply with the Agreement;

whether the correct goods have been delivered;

whether the delivered goods comply with the agreed quality requirements to be imposed thereon, in other words the requirements that may be set for normal use and/or trading purposes;

whether the delivered goods correspond, in terms of quantity (number, amount, weight), with what the Parties have agreed in this regard. If the deviation established by the Counterparty is less than

10%, the Counterparty shall nevertheless be obliged to accept the delivered goods in full, against a proportionate reduction of the agreed price.

If delivery of the goods takes place ex warehouse, the Counterparty must inspect the delivered goods in the sales area of Banken Champignons.

Any shortcomings and objections must be notified to Banken Champignons in writing immediately after discovery, but no later than eight (8) hours after delivery. If Banken Champignons does not receive a complaint immediately after delivery of the goods, the goods shall be deemed to have been delivered in accordance with the Agreement and without any shortcoming. The foregoing also applies in the event of partial deliveries.

Complaints concerning defects not immediately visible must be notified to Banken Champignons in writing as soon as possible after discovery, so that Banken Champignons is put in a position to investigate the correctness of the complaints on site. The Counterparty must enable Banken Champignons to verify whether the Counterparty's complaint is justified. The Counterparty is obliged to keep the goods complained of available to Banken Champignons, failing which any right to performance, repair, dissolution and/or compensation (including damages) shall lapse. If Banken Champignons has not received a written complaint from the Counterparty within eight (8) hours after delivery, it shall apply that the shortcoming and/or defect is not deemed to have existed at the time of delivery, but shall be accepted between the Parties as established that such shortcoming and/or defect arose after delivery.

The provisions of this article shall apply in full if the goods delivered by Banken Champignons are delivered on behalf of the Counterparty to a third party. Accordingly, the Counterparty may never invoke against Banken Champignons that it did not inspect and check the delivered goods because they were stored elsewhere, at a third party.

The Counterparty shall at all times be obliged to take care of the preservation of the goods as a careful debtor and/or possessor.

Any right to complain shall lapse if the goods have been transported, handled, used, processed or stored improperly by or on behalf of the Counterparty, or contrary to instructions given by or on behalf of Banken Champignons, or if customary measures/instructions have not been observed, as well as if the Counterparty fails to perform, properly perform or timely perform any obligation incumbent upon it towards Banken Champignons under the underlying Agreement.

Return shipments to Banken Champignons of goods sold, for whatever reason, may take place only after prior written authorisation and shipping and/or other instructions from Banken Champignons. Any defects relating to part of the delivered goods shall not entitle the Counterparty to reject or refuse the entire batch of delivered goods.

The Counterparty must notify Banken Champignons in writing of any inaccuracies in invoices issued by Banken Champignons within five (5) days after the invoice date, failing which the Counterparty shall be deemed to have approved the invoice.

Complaints shall not suspend the Counterparty's payment obligations.

After establishing a shortcoming in any goods, the Counterparty is obliged to do everything that prevents or limits damage, expressly including the immediate cessation of use, processing and trading.

Any claim by the Counterparty with regard to performance, annulment or dissolution of the Agreement shall lapse if it has not validly commenced legal proceedings against Banken Champignons within six (6) months after it has timely reported a shortcoming or defect in accordance with the provisions of this article. In any event, any legal claim shall lapse after a period of one (1) year after the right has arisen.

## **Article 9 Payments**

The Counterparty must pay the agreed price after receipt of the invoice relating to the delivery—without discount or set-off—within 30 days after the invoice date, unless this arrangement has been deviated from.

Banken Champignons shall have the right to invoice a partial delivery separately.

Set-off by the Counterparty of amounts invoiced by Banken Champignons against a counterclaim alleged by the Counterparty, or suspension of payment by the Counterparty in connection with such alleged counterclaim, shall not be permitted unless Banken Champignons has expressly and unreservedly acknowledged the enforceability of the counterclaim, or the existence of the counterclaim has been irrevocably established in judicial proceedings.

Banken Champignons shall at all times be authorised to set off anything it owes to the Counterparty against anything the Counterparty and/or companies affiliated with it owe, whether due and payable or not, to Banken Champignons.

If the payment term is exceeded, the Counterparty shall—without prior notice of default—owe penalty interest of 1% per month on the outstanding amount, calculated from the due date up to and including the date of payment, whereby part of a month shall count as a whole month, without prejudice to the right of Banken Champignons to claim its full loss.

All costs connected with collection shall be borne by the Counterparty. The extrajudicial collection costs shall amount to at least 15% of the principal sum due, with a minimum of EUR 200.

Payments made by the Counterparty shall first be applied to satisfy all interest and costs due and subsequently to satisfy the due and payable invoices that have been outstanding the longest. This shall also apply if the Counterparty states that the payment relates to a later invoice.

If Banken Champignons has reason to doubt the Counterparty's performance of its obligations—in which respect the following circumstances on the part of the Counterparty shall in any event constitute sufficient reason for doubt: such communication by the Counterparty or a communication by the Counterparty from which doubt may arise, repeated failure to pay, attachment levied against the Counterparty, suspension of payments, bankruptcy, the commencement of a WHOA restructuring procedure and/or an application for debt restructuring under the WSNP by the Counterparty, discontinuation, sale of a substantial part of the shares in the Counterparty, liquidation of the Counterparty, sale of a substantial part of the Counterparty's assets, a change of control in the Counterparty, or the complete or partial cessation of the Counterparty's business—then everything owed by the Counterparty to Banken Champignons shall become immediately and fully due and payable, and Banken Champignons shall be authorised to suspend performance of its obligations until performance by the Counterparty, including full payment of costs, has been completed or, if sufficient security for payment has been provided to the satisfaction of Banken Champignons. If full payment or sufficient security is not provided within fourteen (14) calendar days after the relevant request, Banken Champignons shall be entitled to dissolve the relevant Agreement without any obligation to pay damages to the Counterparty and without prejudice to its right to compensation for loss suffered and/or to be suffered. If any of the situations referred to above occurs, the Counterparty shall be obliged to inform Banken Champignons thereof immediately, and to show the Agreement forthwith to a bailiff, receiver or administrator and in doing so to point out Banken Champignons' ownership rights.

## **Article 10 Retention of title**

Goods delivered by Banken Champignons shall remain its property until full payment of all claims of Banken Champignons against the Counterparty under agreements concluded between them, including interest and costs. The Counterparty is obliged to keep the goods delivered subject to retention of title with due care and as recognisable property of Banken Champignons.

The Counterparty shall only be authorised to resell goods delivered by Banken Champignons that are subject to the retention of title as set out in paragraph 1 of this article if such resale falls within the Counterparty's normal course of business.

If the Counterparty fails to perform its obligations, or if Banken Champignons has well-founded fear that the Counterparty will not be able to perform its obligations under the Agreement, or if it is suspected that the Counterparty is unwilling to perform the obligations incumbent upon it, Banken Champignons shall be entitled to recover, or procure the recovery of, the goods delivered by it and subject to the retention of title referred to in paragraph 1 of this article from the Counterparty or the third party holding the goods for the Counterparty. The Counterparty is obliged to cooperate with such action on the part of Banken Champignons. Banken Champignons shall not be obliged to compensate any damage suffered by the Counterparty in connection with such repossession. The costs of repossession and any realisation of the goods shall be borne entirely by the Counterparty. If third parties wish to create or assert any right in respect of goods delivered by Banken Champignons subject to retention of title, the Counterparty must notify Banken Champignons thereof immediately. The Counterparty must furthermore inform such third party that the goods were delivered subject to retention of title. The Counterparty must provide that third party with the agreement concluded between the Parties demonstrating that a retention of title has been stipulated in respect of the delivered goods.

The Counterparty is obliged to cooperate with all measures that Banken Champignons wishes to take to protect its ownership right in respect of the goods delivered by it.

#### **Article 11 Liability and risk**

If the Counterparty has in its possession goods delivered by Banken Champignons which are owned by Banken Champignons (including packaging) and/or are subject to the retention of title referred to in Article 10 of these General Terms and Conditions of Sale, the Counterparty shall, from the time the goods are delivered to it until the time such goods are returned or ownership of such goods passes, be liable for damage caused by and/or with such goods.

Furthermore, if the Counterparty has in its possession goods which are owned by Banken Champignons (including packaging) and/or are subject to the retention of title referred to in Article 10 of these General Terms and Conditions of Sale, the Counterparty shall be liable for damage suffered by Banken Champignons as a result of damage to, loss of, or destruction of such goods, which damage arose during the period between delivery of the goods by Banken Champignons and return of such goods or the passing of ownership of such goods.

If Banken Champignons, as a result of circumstances attributable to the Counterparty, has to rely on its retention of title but nevertheless suffers damage, the Counterparty shall be liable for the damage suffered by Banken Champignons.

If, in the context of performance of the Agreement, the Counterparty has in its possession goods belonging in ownership to Banken Champignons (including packaging) and/or subject to the retention of title referred to in Article 10 of these General Terms and Conditions of Sale, the Counterparty shall, in the event of theft, loss or damage to the goods delivered to it by Banken Champignons, immediately notify Banken Champignons thereof. In the event of theft or malicious damage, the Counterparty shall also immediately file a report with the police of the municipality where the theft occurred or where the malicious damage was caused. The Counterparty must provide Banken Champignons with a copy of such report.

If Banken Champignons has delivered goods to the Counterparty that are owned by a third party, the Counterparty shall indemnify Banken Champignons against all claims by such third party relating to damage caused by and/or with the goods delivered by Banken Champignons to the Counterparty, as well as damage to the goods delivered by Banken Champignons to the Counterparty.

Banken Champignons shall not be liable for direct and/or indirect damage of any nature whatsoever, including property damage, non-material damage, loss of profit, interruption loss, reputational damage or any other consequential damage, arising from any cause whatsoever, unless there is intent or wilful recklessness on the part of Banken Champignons.

Banken Champignons shall likewise not be liable, in the sense referred to above, for acts of its employees or other persons or third parties falling within its sphere of risk.

Banken Champignons shall not be liable for damage of any nature whatsoever arising because or after the Counterparty has processed, used, treated or delivered the goods to third parties after delivery. The Counterparty fully indemnifies Banken Champignons against all claims by third parties directly or indirectly arising from or connected with the aforesaid acts of the Counterparty.

Banken Champignons shall not be liable for any damage if delivery of goods is impossible as a result of export restrictions, embargoes, etc.

If the Counterparty, or a third party to whom the Counterparty has onward supplied the goods delivered by Banken Champignons, carries out or has carried out a product recall, Banken Champignons may only be held liable for (part of) the costs associated therewith if (i) it is established that Banken Champignons is liable for the circumstance that led to the recall, and (ii) Banken Champignons has been consulted and has had a say before the recall was carried out, and (iii) it is established that the Counterparty acted as a reasonably acting and reasonably competent professional counterpart and attempted to keep the costs associated with the recall as limited as possible.

If Banken Champignons is liable for any damage, any liability of Banken Champignons shall be limited to the amount paid out in the relevant case under Banken Champignons' liability insurance, increased by the insurance deductible. If for whatever reason no payment is made under this insurance, any liability shall be limited to the amount of the invoice corresponding to the Agreement on the basis of which the Counterparty asserts its claim, it being understood that any liability is limited to an amount of EUR 10,000.

Any liability of Banken Champignons shall lapse if the delivered goods can no longer be individualised, including, but not limited to, resale, treatment and processing of the goods.

Any claim against Banken Champignons shall lapse by the mere passage of twelve (12) months after the claim arose, unless it has been acknowledged by Banken Champignons.

### **Article 12 Force majeure**

In the event of force majeure, Banken Champignons shall be entitled either to suspend performance of the Agreement or to dissolve the Agreement in whole or in part, without the Counterparty being able to bring any claim against Banken Champignons for damages, costs or interest in that regard.

Force majeure on the part of Banken Champignons shall include, inter alia:

strikes on the part of employees of Banken Champignons or third parties engaged by it for the performance of the Agreement;

illness of employees of Banken Champignons or third parties engaged by it for the performance of the Agreement;

measures and/or prohibitions imposed by the Dutch and/or a foreign government by which Banken Champignons is bound;

unforeseeable and unpredictable traffic obstructions;

accident(s) involving means of transport deployed for the performance of the Agreement, as well as unforeseen technical defects in such means of transport;

(attributable) failure to perform by suppliers of Banken Champignons;

theft of goods required for performance of the Agreement;

extreme weather conditions, fire, flooding, epidemic or pandemic, business interruption, power failure, production interruptions as a result of machinery breakdown, cyberterrorism or other forms

of cyberattacks, export restrictions;

as well as all other unforeseen circumstances that prevent Banken Champignons from performing the Agreement in a timely and proper manner and that are not for the account and risk of Banken Champignons.

If, upon the occurrence of force majeure, Banken Champignons has already partially performed its obligations, or can perform them only in part, it shall be entitled to invoice separately for the part already delivered or the deliverable part. The Counterparty shall then be obliged to pay the invoice as if it concerned a separate agreement.

All agreements relating to the sale of agricultural products are entered into subject to harvest reservation. If, as a result of a disappointing harvest in respect of the quantity and/or quality of agricultural products, so many fewer products are available—including rejection by competent authorities—than could reasonably have been expected at the time the Agreement was concluded, Banken Champignons shall have the right to reduce accordingly the quantities sold by it. By delivery of such reduced quantity, Banken Champignons shall fully satisfy its delivery obligations. Banken Champignons shall then not be obliged to deliver replacement agricultural products and shall likewise not be liable for any damage whatsoever.

Banken Champignons shall have the right to terminate the Agreement if there is permanent force majeure on the part of the Counterparty. The Counterparty shall then reimburse Banken Champignons for all costs incurred and yet to be incurred by Banken Champignons.

Banken Champignons shall have the right to terminate the Agreement if there is permanent force majeure on the part of the Counterparty. The Counterparty shall then reimburse Banken Champignons for all costs incurred and yet to be incurred by Banken Champignons.

### **Article 13 Packaging**

In the context of delivery of its goods, Banken Champignons makes use of packaging. Packaging shall include, inter alia, pallets and crates. If Banken Champignons charges a deposit in this respect, the packaging shall be taken back at the invoice price applicable at the time of return (where business is conducted in foreign currency, the packaging shall be taken back at the exchange rate applicable at the time of delivery), up to a maximum of the price at which the packaging was originally delivered and invoiced. A fixed fee may be charged for receipt of returned packaging in accordance with the applicable arrangement in this respect. At its request, the Counterparty shall be provided with this arrangement.

The packaging which the Counterparty wishes to return must be so clean and fresh that, without any further action on the part of Banken Champignons, it is suitable for use for fresh edible horticultural products.

If the return of packaging takes place via Banken Champignons' own means of transport, the Counterparty shall ensure that the packaging is sorted and ready for transport.

Packaging not delivered by Banken Champignons shall be taken back only if and insofar as Banken Champignons itself carries the relevant products in its own range and the packaging is in good condition.

### **Article 14 Industrial and Intellectual Property Rights**

All information embodied in the offers, quotations, designs, models, images, photographs, website, products, goods, and the related Intellectual Property Rights shall vest exclusively in Banken Champignons.

The Counterparty shall not be permitted, without the prior written consent of Banken Champignons, to disclose, reproduce, use, provide to third parties, make available for inspection, or place, remove or otherwise alter any indication concerning Intellectual Property Rights on the documents, materials and/or products and goods referred to in Article 14.1, in whole or in part.

If the Counterparty infringes the Intellectual Property Rights of Banken Champignons, Banken Champignons shall be entitled to an immediately due and payable penalty of €5,000, without prejudice to Banken Champignons' right to compensation for the actual damage suffered. Banken Champignons may take technical (precautionary) measures to protect and safeguard the Intellectual Property Rights resting on the goods, products, documents and/or materials provided by Banken Champignons.

Banken Champignons gives no warranty whatsoever that the goods, documents and/or materials delivered by it do not infringe any intellectual property right of third parties, whether recorded in writing or not.

#### **Article 15 Privacy**

Banken Champignons may process personal data where this is necessary for the performance of the Agreement. In that event, Banken Champignons shall treat and process the personal data confidentially in accordance with the requirements of the General Data Protection Regulation (GDPR) and any related laws and regulations.

Upon entering into an Agreement, the Counterparty consents to the processing of personal data. In addition to these General Terms and Conditions of Sale, Banken Champignons' privacy statement published on its website shall apply to the processing of its personal data.

The Counterparty warrants that it shall provide personal data to Banken Champignons only if and insofar as the Counterparty is authorised to do so and/or has obtained the necessary consent from the data subject.

The Counterparty indemnifies Banken Champignons against all claims by third parties, financial government sanctions and costs (including legal assistance costs) arising from a breach by the Counterparty of any statutory provision relating to the processing of personal data.

#### **Article 16 Miscellaneous; Applicable law**

The Dutch text of the General Terms and Conditions of Sale shall prevail over the text of any translations.

The legal relationship between Banken Champignons and the Counterparty shall be governed by Dutch law.

#### **Article 17 Disputes**

Disputes arising from an order, quotation, offer or Agreement to which these General Terms and Conditions of Sale apply, including disputes concerning these General Terms and Conditions of Sale, shall be exclusively settled by the competent court in the district in which Banken Champignons has its registered office, provided that this choice of forum shall be without prejudice to the right of Banken Champignons to settle a dispute through arbitration or binding advice.

In deviation from paragraph 1 of this article, the Parties may agree in writing to submit the settlement of the dispute to the competent court in another district.

**Version: 2026**