



GENERAL CONDITIONS OF DELIVERY ABS SWEETS B.V.

Established at Broekweg 3-2 in (3956 NE) Leersum. Registered with the Chamber of Commerce under number 14016825.

Article 1. Definitions

In these conditions the following terms have the following meanings:

1. ABS Sweets: the private company with limited liability ABS Sweets B.V., established at Broekweg 3-2 in (3956 NE) Leersum, registered with the Chamber of Commerce under number 14016825.
2. Buyer: the natural person acting in the exercise of a business or profession, or a legal person who buys products or gives ABS Sweets the order to deliver products.
3. In the event that there are any discrepancies between the Dutch version of these general conditions and the English version of these general conditions the Dutch version of the general conditions takes precedence.

Article 2. Applicability

1. These general conditions apply to all proposals, offers, agreements and deliveries of products of any nature by ABS Sweets, unless that applicability is explicitly excluded in writing in full or in part or something else has explicitly been agreed.
2. Any conditions of the Buyer are explicitly rejected. Deviations from and additions to these conditions only apply if and in so far as they have been accepted by ABS Sweets explicitly and in writing.
3. If deviations from these general conditions have been permitted by ABS Sweets during a short or longer period, whether or not tacitly, this will leave intact its right to demand immediate and strict observance of these conditions as yet. The Buyer cannot derive any rights from the manner in which ABS Sweets applies these conditions.
4. These conditions also apply to all agreements with ABS Sweets for the execution of which third parties must be engaged.
5. If one or more of the provisions of these general conditions or any other agreement with ABS Sweets should be contrary to a coercive provision of the law or any applicable legal regulation, the relevant provision will be cancelled and it will be replaced with a new, legally admissible and comparable provision to be determined by ABS Sweets.
6. The Buyer with whom a contract was concluded once on these conditions will be deemed to agree tacitly with applicability of these conditions to any agreement concluded later with ABS Sweets.
7. ABS Sweets reserves the right to amend these conditions at any time.
8. In the event of a conflict between the contents of an agreement concluded between the Buyer and ABS Sweets and these conditions, the contents of the agreement will prevail.

Article 3. Proposals and offers

1. All proposals and offers of ABS Sweets are revocable and are made without engagement, unless something else is explicitly indicated in writing. ABS Sweets will be able to revoke the offer during two (2) whole working days after receipt of the acceptance.
2. The Buyer guarantees the correctness and completeness of the sizes, requirements, specifications of the products stated by or on behalf of him to ABS Sweets and other data on which ABS Sweets bases its proposal.
3. A composite quotation that consists of different products with different prices does not oblige ABS Sweets to perform part of the products in the composite quotation at the corresponding part of the stated price. The prices in a quotation also only apply exclusively to the specific quotation and the Buyer cannot derive rights from a price stated for a product in another quotation.
4. The size of the delivery will be determined exclusively by the description of the delivery given in the offer and acknowledgement of order.
5. The prices in the proposals and offers of ABS Sweets are exclusive of VAT and other levies by the authorities but including the costs of packing, transport and transport insurance, unless something else has been agreed.

Article 4. Conclusion of the agreement

1. Subject to the following provisions an agreement with ABS Sweets will only be concluded after ABS Sweets has accepted or acknowledged an order in writing. The acknowledgement of order will be deemed to represent the agreement correctly and completely, unless the Buyer protests against it in writing immediately, that is to say within one (1) working day after the acknowledgement by ABS Sweets.
2. Any additional arrangements or amendments made later will only bind ABS Sweets if they have been acknowledged by an authorized representative of ABS Sweets in writing within fourteen (14) days and the Buyer has not lodged a written protest against it within three (3) working days.
3. For agreements or transactions for which no written offer or acknowledgement of order regarding nature and size is dispatched, the invoice will be deemed to represent the agreement correctly and in full, subject to a written objection within seven (7) working days after the invoice date.
4. Every agreement will be entered into by ABS Sweets subject to the resolutive condition that ABS Sweets is empowered to examine the Buyer's creditworthiness, this in connection with the monetary performance of the agreement. Should ABS Sweets believe on reasonable grounds that the Buyer is not (sufficiently) creditworthy, ABS Sweets will be entitled to suspend its obligations temporarily. If it is a matter of such a suspension ABS Sweets will immediately inform the Buyer of this and offer the Buyer the possibility of providing security.

Article 5. Delivery and instalments

1. Unless something else has been agreed, delivery will be made to a delivery address stated by the Buyer. The Buyer will be obliged to take delivery of the bought products at the time at which they are at his disposal or are handed to him.
2. If the delivery of products is made by ABS Sweets to an address stated by the Buyer, ABS Sweets will take care of a suitable transport insurance for its own account. In that case the Buyer must see to it that the location where the products must be delivered is properly accessible and navigable for the transport or supply of the products.
3. If ABS Sweets requires data from the Buyer within the framework of the performance of the agreement, the time of delivery will commence after the Buyer has made all the data required for the performance of the agreement available to ABS Sweets.
4. Any period stated by ABS Sweets for delivery or performance of the agreement will only be indicative. A stated time of delivery can therefore never be regarded as a fatal period. In the event of transgression of a period the Buyer must therefore hold ABS Sweets in default in writing. On that occasion ABS Sweets must be given a reasonable period to perform the agreement as yet.
5. In the event of delivery of products in instalments every delivery or phase will be regarded as an independent transaction and may be invoiced by ABS Sweets per transaction.
6. The risk concerning the delivered products will pass to the Buyer at the time of delivery. Within the framework of these general conditions delivery will be considered the time at which the products to be delivered have been unloaded at the delivery address. If unloading is performed by the Buyer or by a third party designated by the Buyer, the risk will pass to the Buyer at the time that the unloading of the products is started.
7. If it turns out not to be possible to deliver the products to the Buyer owing to a cause within the Buyer's sphere, ABS Sweets reserves the right to (have others) store those products at the Buyer's expense and risk. After storage a period of thirty (30) days will apply within which the Buyer will enable ABS Sweets to deliver the products as yet. All this unless ABS Sweets has explicitly stated a different period in writing.
8. If after expiry of the period referred to in the preceding paragraph of this article the Buyer also fails to fulfil his obligations, the Buyer will be in default by operation of the law and ABS Sweets will be entitled to dissolve the agreement in writing in full or in part and with immediate effect, without prior or further notice of default, without judicial interposition and without being obliged to compensate damage, costs or interest. If the occasion arises, ABS Sweets will be entitled to sell the products to third parties or use them for the performance of other agreements, and also to destroy the documents already prepared. The above leaves intact the Buyer's obligation to pay the agreed, stipulated or payable price, and also any storage and/or other costs.
9. If for packing of the delivered products ABS Sweets has made available packaging of which ABS Sweets has indicated that it wishes to receive it back, the Buyer will be obliged to return it to ABS Sweets as soon as reasonably possible, failing which the Buyer will owe ABS Sweets compensation.
10. Drawings, technical descriptions, images, colours, sizes and material designations will always be stated by ABS Sweets in good faith and as correctly as possible. These informative data are not binding, however. Deviations in the delivery, with margins customary in the industry must be accepted and give the Buyer no right to complaint, replacement, compensation of damage or any other right, unless a smaller margin for deviations has been agreed explicitly in writing in the agreement. The same applies to minor deviations in quality, colour, odour, taste, size, weight, presentation and appearance customary in the trade or technically unavoidable.
11. ABS Sweets reserves the right to engage third parties at its expense in the performance of (parts of) the delivery.

Article 6. Prices, Invoicing and payment

1. The prices are based on cost price determining factors at the time of the offer. ABS Sweets has the power to pass on to the Buyer price increases based on increases of these cost price determining factors that arise after conclusion of the agreement. The Buyer will only be authorized to dissolve the agreement if the price increase exceeds 15% of the purchase price.
2. ABS Sweets is entitled to desire an advance from the Buyer prior to performance of the agreement, which advance will be deducted from the final invoice. Advances must be paid within 5 working days.
3. Payment of invoices must be made within 30 days after the invoice date, in a manner to be indicated by ABS Sweets, in the currency in which the invoice was made out, unless something else has been agreed.
4. The Buyer is not entitled to suspend or set off his obligation of payment.
5. After expiry of 30 days after the invoice date the Buyer will be in default by operation of the law without any further notice of default being required for the purpose.
6. From the moment that default occurs, the Buyer will owe the statutory commercial interest on the payable amount. All (extra)judicial costs that ABS Sweets makes to get satisfaction - both in and out of court - will be for the Buyer's account from that moment. In that case the Buyer owes a compensation of at least 15 % of the outstanding amount, with a minimum of €1,000.00. If the costs actually made and to be made by ABS Sweets exceed this amount they will also qualify for compensation.
7. In the event of liquidation, bankruptcy or suspension of payment of the Buyer the claims of ABS Sweets and the obligations of the Buyer to ABS Sweets will be claimable immediately.
8. Payments made by the Buyer will always serve in the first place to settle all payable interest and costs, in the second place any claimable invoices that have been outstanding the longest, even if the Buyer states that the payment relates to a later invoice.
9. If the term Buyer refers to several (legal) persons or enterprises, they will be obliged, jointly and severally, to fulfil all obligations from the agreement concluded with ABS Sweets.

Article 7. Retention of ownership

1. All products supplied and to be supplied by ABS Sweets will remain the property of ABS Sweets until the time that the Buyer has completely fulfilled all his obligations of payment to ABS Sweets on the strength of any agreement concluded with ABS Sweets for the supply of products, including claims with regard to failure in the performance of such an agreement.
2. A Buyer acting as a retailer will be permitted to sell and deliver all products that are subject to the retention of ownership of ABS Sweets, in so far as that is customary within the framework of the normal exercise of his business. In that case ABS Sweets will get an undisclosed pledge on all claims that the Buyer acquires in respect of his customers when reselling products supplied by ABS Sweets subject to a reservation of ownership in a manner that is prescribed in section 3:239 of the Civil Code. The Buyer is fully responsible and liable for fulfilling his obligations on the strength of this article 7(2) and is liable for the damage suffered by ABS Sweets if these rights of pledge have not or not correctly or not completely been created.
3. If the Buyer creates a new business (also) from products supplied by ABS Sweets the Buyer will only create that business for ABS Sweets and the Buyer will hold the newly created business for ABS Sweets until the Buyer has paid all amounts payable on the strength of the agreement; in that case ABS Sweets will have all the rights as owner of the newly created business until the time of full payment by the Buyer.
4. If the occasion arises, rights will always be granted or transferred to the Buyer on the condition that the Buyer pays the considerations agreed for the purpose in good time and in full.
5. The Buyer is not permitted to create restricted rights to products that are subject to the retention of ownership of ABS Sweets. If third parties wish to create (restricted) rights on products subject to the retention of ownership, the Buyer will immediately inform ABS Sweets of this.
6. On the delivered products that have become the Buyer's property as a result of payment and are still in the hands of ABS Sweets, ABS Sweets hereby reserves a nonpossessory pledge as greater security for claims other than mentioned in section 3:92(2) of the Civil Code that ABS Sweets should have on the Buyer for any reason whatsoever.
7. The Buyer is obliged to (have others) keep the products delivered subject to a reservation of ownership separate from other products with the necessary care and as recognizable property of ABS Sweets.
8. The Buyer is obliged to insure the products for the duration of the retention of ownership against fire, explosion and water damage, and also against theft and to give the policies of these insurances to ABS Sweets for inspection on first demand. All the Buyer's claims on insurers of the products on the strength of the above-mentioned insurances will be pledged by the Buyer to ABS Sweets, as soon as ABS Sweets desires this, under an undisclosed pledge, as greater security of the claims of ABS Sweets against the Buyer.
9. If the Buyer does not fulfil his obligations or if there is a well-founded fear that he will not do so, ABS Sweets will be entitled to remove or have others remove delivered products subject to the retention of ownership from the Buyer or third parties who hold the goods for the Buyer. The Buyer is obliged to render all cooperation to this on pain of a fine of 10% a day on the amount payable by him, subject to the right of ABS Sweets to demand full compensation of damage suffered by ABS Sweets. Section 6:92 (1) and (2) of the Civil Code does not apply.

Article 8. Suspension, dissolution and termination

1. If ABS Sweets or the Buyer does not fulfil its or his obligations in the agreement and this default cannot be remedied anymore, the other party will be entitled to immediately dissolve the agreement extrajudicially by means of a registered letter. If a shortcoming of ABS Sweets or the Buyer in its or his obligations in the agreement can still be remedied, the failing party must first be held in default in writing and offered a reasonable period to remedy the shortcoming. If this shortcoming is not remedied within this reasonable period, the other party will be entitled to dissolve the agreement extrajudicially by means of a registered letter.
2. Furthermore one party will be entitled, without any summons or notice of default being required, to dissolve the agreement by means of a registered letter with extrajudicial and immediate effect in full or in part if:
 - a) the other party applies for a (provisional) suspension of payments or this party is granted a (provisional) suspension of payment;
 - b) the other party files a petition for its own bankruptcy or is declared bankrupt;
 - c) the other party's enterprise is liquidated;
 - d) a significant part of the other party's enterprise is taken over;
 - e) the other party ceases its current enterprise;
 - f) beyond control of this party a significant part of the property of the other party is attached or if the other party must be considered to be no longer able otherwise to fulfil the obligations from the agreement.
3. If at the time of the dissolution the Buyer had already received performances for the execution of the agreement, he may only dissolve the agreement in part, and only for that part that has not yet been performed by or on behalf of ABS Sweets.
4. Amounts that ABS Sweets has invoiced to the Buyer before the dissolution in connection with matters that ABS Sweets has already performed for the execution of the agreement will remain payable in full by the Buyer to ABS Sweets and will become claimable immediately at the time of dissolution.
5. If, after having been held in default for that reason, the Buyer does not, not fully or not in time fulfil any obligations following from the agreement, ABS Sweets will be entitled to suspend its obligations to the Buyer without being obliged to make any compensation to the Buyer. ABS Sweets will also be entitled to do this in the circumstances referred to under paragraph 2 of this Article.
6. Until 21 days before delivery ABS Sweets will be entitled to terminate the Agreement or, if it is a matter of an Agreement that refers to several orders during a certain period, an order under this Agreement without being obliged to compensate any damage in that connection.

Article 9. Liability

1. If ABS Sweets should be liable, this liability will be limited to what is arranged in this provision.
2. If ABS Sweets is liable for damage, that liability will be limited to at most the compensation actually paid out in that specific case by the insurer of ABS Sweets. If the insurer pays no compensation, the liability of ABS Sweets will be limited to compensation of direct damage and to at most the invoice amount of the agreement, or at any rate that part of the agreement to which the liability refers. Direct damage will only be:
 - a) The reasonable costs to determine the cause and the extent of the damage, in so far as the determination relates to damage in the sense of these general conditions.
 - b) Any reasonable costs to make the defective performance of ABS Sweets comply with the agreement, unless they cannot be attributed to ABS Sweets.
 - c) Reasonable costs made to prevent or limit damage, in so far as the Buyer proves that these costs have led to limitation of the direct damage as referred to in these general conditions.
3. ABS Sweets is never liable for indirect damage, at any rate including (but not exclusively) consequential loss, loss of profit, loss of savings, loss of data, reduced goodwill in business or profession and damage as a result of business interruption.
4. The restrictions of liability included in these general conditions for direct damage do not apply if the damage is due to willfulness or gross negligence on the part of ABS Sweets or if it is a question of injury or death.

Article 10. Defects and complaint periods

1. The Buyer must (have others) examine the delivered products at the time of delivery or as soon as possible afterwards with observance of the paragraphs 2 and 3 of this article. On this occasion the Buyer must examine whether the delivered products comply with the agreement, such as (but not limited to):
 - a) whether the right products have been delivered;
 - b) whether the delivered products correspond with what has been agreed with regard to quantity;
 - c) whether the delivered products comply with the agreed quality requirements or - if they are lacking - to the requirements that may be imposed for normal use.
2. If visible defects or shortages of the products delivered by ABS Sweets are noted, the Buyer must report them in writing to ABS Sweets within forty-eight (48) hours after delivery.
3. The Buyer must report invisible defects or shortages in writing to ABS Sweets within seven (7) days after discovery or after the time at which they should reasonably have been discovered.
4. When finding a defect as referred to in the paragraphs 2 and 3 of this article the Buyer will be obliged to cease any (further) use of the products, to ensure the preservation of the products as a careful debtor and to take the necessary measure to limit the damage as much as possible.
5. In the event of complaints about the quality of the delivered products they must be kept for inspection by ABS Sweets or be returned to ABS Sweets.
6. Return shipment of products will only be made with prior written permission of ABS Sweets.
7. Complaints about invoices must be submitted in writing within seven (7) days after the date of receipt of the invoice.
8. The Buyer must observe the periods included in this article, on pain of forfeiture of any right.
9. If in pursuance of the preceding paragraphs a timely complaint is made about a specific product in a delivery under the Agreement, the Buyer will remain obliged to take delivery of and pay the other products bought.

Article 11. Force majeure

1. Unforeseen circumstances of any nature whatsoever, such as pandemics and also mobilization, risk of war, government measures, strike of work, excessive illness of personnel, business occupation, transport strike, fire, flooding, non-compliance, untimely compliance or improper compliance of third parties on which Abbie depends for the performance of the agreement, as a result of which the delivery cannot be made in time or not without excessively onerous exertions and/or costs measured by objective standards will be considered force majeure for ABS Sweets. The same applies if ABS Sweets should be faced unexpectedly with any illness or accident of its personnel and/or third parties who cannot be replaced in reason in a short time.
2. If one of the cases mentioned in the preceding paragraph occurs, the Buyer will enable ABS Sweets to carry out the agreed performance within a reasonable period as yet in accordance with the agreement.
3. In the event of force majeure any obligation to compensate damage of ABS Sweets for any reason will be excluded. The parties will not use their right to dissolve the agreement in the event of force majeure before expiry of two months after the force majeure situation was created, unless the parties have agreed a longer period for carrying out the agreed performance as yet.
4. If, at the time of occurrence of the force majeure situation ABS Sweets has already fulfilled part of its obligations or can only fulfil its obligations in part, it will be entitled to invoice the part already delivered or susceptible of delivery separately and the Buyer will be obliged to pay this invoice as if it concerned a separate agreement. This will not apply, however, if the part already delivered or susceptible of delivery has no independent value.

Article 12. Indemnification

The Buyer indemnifies ABS Sweets against any claims of third parties that suffer damage in connection with the performance of the agreement and whose cause is to blame on others than ABS Sweets, including claims that are related to transgressions of possibly applicable export provisions. If ABS Sweets should be held liable by third parties for that reason, the Buyer will be obliged to assist ABS Sweets both in and out of court and immediately to do everything that may be expected of him in that case. If the Buyer fails with regard to taking adequate measures, ABS Sweets will be entitled, without notice of default, to proceed to doing so itself. All costs and

damage on the part of ABS Sweets and third parties caused thereby will be entirely at the Buyer's expense and risk.

Article 13. Intellectual property

1. All rights of intellectual property in connection with the delivery of products by ABS Sweets under the agreement, including but explicitly not limited to copyrights, trademark rights, patent rights, trade name rights will be vested entirely in ABS Sweets. The agreement does not serve in any way for transfer of any right of intellectual property.
2. If at the Buyer's request ABS Sweets also develops the products to be delivered, all rights of intellectual property, including but explicitly not limited to copyrights, trademark rights, patent rights, trade name rights in connection with the development of the products will be vested entirely in ABS Sweets, unless something else has been agreed explicitly in writing. The agreement for development of products will serve in no way for transfer of any right of intellectual property, unless something else has been agreed explicitly in writing.
3. Without the prior written permission of ABS Sweets the Buyer will not be empowered to multiply the products or use them for another purpose or make them available to other persons than those for whom the products are intended. This prohibition also comprises the explicit or tacit permission of the above-mentioned acts.
4. The Buyer is not permitted to remove or make unrecognizable any designation about intellectual property rights from the materials of ABS Sweets.

Article 14. Personal data and secrecy

1. ABS Sweets declares that in the performance of the Agreement it will observe all relevant legislation and regulations in the field of the protection of personal data. If and in so far as within the framework of the performance of the Agreement personal data are processed for and/or together with the Buyer, the Parties will conclude the agreement(s) required for the purpose by virtue of the privacy legislation and regulations. For more information about its privacy policy Sweets ABS Sweets refers to its privacy policy: <https://www.abssweets.nl/privacy/>.
2. The Buyer will treat as strictly confidential all information that follows from the agreement with ABS Sweets and of which he knows or can reasonably presume the confidential nature. The Principal will only make this information known if a legal regulation, a court judgment or a competent authority compels him to do so.

Article 15. Transfer of the agreement

1. ABS Sweets can transfer its rights and obligations from the agreement to possible legal successors. The Buyer is obliged on first demand of ABS Sweets to render all cooperation necessary for the said transfer.
2. The Buyer may only transfer his rights and obligations from the agreement to a third party in the event that ABS Sweets has given prior written permission for the purpose.

Article 16. Applicable law and choice of forum

1. Dutch law applies to all agreements concluded and to be concluded by ABS Sweets, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Any conflict that should arise in connection with this agreement or of further agreements that are the result thereof will be settled in accordance with the arbitration rules of the Netherlands Arbitration Institute. Dutch will be the language of arbitration. The place of arbitration will be Rotterdam. The arbitral tribunal will consist of one arbitrator.

Article 17. Amendment of the conditions

1. ABS Sweets is empowered to make amendments in these conditions, not only but also in the event that one or more of the provisions from these general conditions prove to be non-binding.
2. These amendments will take effect on the announced date of implementation.
3. ABS Sweets will send the amended conditions to the Buyer in good time.
4. If no time of implementation has been communicated, the amendments will take effect in respect of the Buyer as soon as the amendments have been communicated to him.