

General Terms and Conditions Syoum & Westerveld Coffee B.V. for Spot deliveries

Version 2022, deposited with the trade Register at the Chamber of Commerce in Zutphen on 26/07/2022 under number 78588324

1. Seller

1.1. Syoum & Westerveld Coffee B.V., trading under the name: Syoum Westerveld and Bette Buna. Location & visiting address: Keurhorsterweg 3 at (7065 BS) Sinderen. Telephone number: 06-12873277, Reachability: Monday to Friday from 09.00 am to 17.00 p.m. E-mail: info@bettebuna.com, Registered at the Chamber of Commerce under number: 78588324, VAT identification number: NL861460698B01

2. Definitions

- 2.1. **Buyer** means any legal entity or natural person exercising a profession or pursuing a business, who has entered into an Order with Seller, or at least intends to do so;
- 2.2. **Delivery** means making the Product available to Buyer, regardless of whether Buyer takes possession of the Product at the time it is made available, at the address stated in article 9.1 of these general terms and conditions;
- 2.3. **In writing** means in writing, by email, via the Seller's website or by any other electronic means agreed between Buyer and Seller whereby messages are stored and can be made readable within a reasonable period of time;
- 2.4. **Order** means the contract of sale in writing whereby the Seller undertakes to deliver a Product and the Buyer undertakes to pay a cash price for it;
- 2.5. **Product** means a specific type of coffee offered, sold and delivered by the Seller;
- 2.6. **Seller** means Syoum & Westerveld Coffee B.V. (as stated in article 1 of these general terms and conditions).

3. General

- 3.1. These general terms and conditions shall apply to all Orders, offers and quotations whereby the Seller undertakes to sell and deliver the Product to a (legal) person. These General Terms and Conditions apply to only spot delivery, and do not imply any exclusive right to import and/or distribute and/or represent the Products in any territory in the world.
- 3.2. If the Buyer has once concluded an Order with the Seller subject to the applicability of these general terms and conditions, these general terms and conditions shall also apply to any subsequent Order with the Seller, even if, at the conclusion of the relevant Order, reference thereto was not explicitly made.
- 3.3. The applicability of the Buyer's general terms and conditions is expressly rejected by the Seller in advance.
- 3.4. The Seller shall be entitled to amend these general terms and conditions. The Buyer shall be deemed to have accepted any amendment to these general terms and conditions if it has not notified the Seller of its objections in writing within seven days of being notified of the amendments in writing.
- 3.5. Insofar as the Order contains provisions that are contrary to these general terms and conditions, the provisions of the Order shall prevail.
- 3.6. Insofar as these general terms and conditions are translated into a language other than Dutch, the Dutch text shall always prevail in the event of any differences.

4. Pre-order Samples

- 4.1. Insofar the Buyer requests a quotation for the purchase of a specific type and quantity of Product from Seller, Seller will provide, at Buyer's request and account, a sample of minimum 50 grams of the relevant type of Product. The sample will be sent to the Buyer prior to final quotation.
- 4.2. The quotation is valid up to 5 working days as of the day on which the sample is received by the Buyer. Thereafter the offer as set out in the quotation lapses and can no longer be accepted by the Buyer.

5. Conclusion of the Order

- 5.1. All offers and quotations by the Seller shall be without obligation and may be revoked by the Seller at any time.
- 5.2. The Order between Buyer and Seller shall be concluded either by the Buyer signing and returning the quotation send by the Seller to the Buyer withing 5 working days as of receipt of the quotation by the Buyer, or, by the Seller confirming in writing the order placed by the Buyer.
- 5.3. In the event of a discrepancy between the order - as intended by Buyer - and Seller's written confirmation, Buyer shall be bound by Seller's written confirmation, unless Buyer notifies Seller in writing within eight days of the date of the confirmation that Seller's confirmation does not correspond to the order.
- 5.4. The Seller reserves the right to refuse orders.

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6. Quality

- 6.1. The quality of the Product shall be in accordance with the description as laid down in the Order.
- 6.2. The delivered Product shall be considered of sound merchantable quality and accepted, unless the Buyer notifies the Seller in writing within three days of receiving the Product that the Product does not comply with the quality as described in the Order.
- 6.3. Seller's responsibility for quality claims cease,
 - (a) If the term as mentioned 6.2 is exceeded, and/or
 - (b) If the Product has been removed from the point of delivery before representative sealed samples have been drawn;

7. Quantity

- 7.1. The quantity of the Product as stated in the Order is always a fixed value.
- 7.2. The quantity of the Product delivered shall be in accordance with the Order.
- 7.3. The Order is considered fulfilled if the quantity delivered to Buyer is within 1% of the agreed quantity, provided that any variation from the agreed quantity is due to circumstances beyond the controller of the Seller.
- 7.4. The quantity of the Product shall be considered accepted, unless the Buyer notifies the Seller by e-mail to sales@bettebuna.com within eight days of receiving the Product that the Product does not comply with the quantity as described in the Order.
- 7.5. Seller's responsibility for quantity claims cease,
 - (c) If the term as mentioned 7.4 is exceeded, and/or
 - (d) If the (re)weighing of the Product was not effected upon delivery at the place of delivery;

8. Prices

- 8.1. All prices offered and agreed are exclusive of VAT. Unless Buyer and Seller have agreed otherwise, Buyer shall bear the costs of transport.
- 8.2. In the event of changes in cost-determining factors, such as purchase prices, import or export duties, wages, taxes, levies and the exchange rate of the Euro against foreign currency, occurring after the conclusion of the Order but before delivery of the Product, Seller may increase the prices fixed before or at the time of conclusion of the Order with due observance of the changed amounts.
- 8.3. If the prices have not been determined before or at the time of concluding the Order, the prices to be charged by Seller and payable by Buyer shall be the prices applied by Seller on the day of delivery.

9. Delivery

- 9.1. Unless agreed otherwise, delivery shall be made under the condition of delivery Free on Carrier ("FCA"), as referred to in the ICC Incoterms 2022. In case of delivery other than pick up from the warehouse, transportation arrangements must be separately agreed to in writing.
- 9.2. Unless agreed otherwise, the pick up period shall be within 14 calendar days as of the date of the Order.
- 9.3. Buyer is obliged to take delivery of the purchased Product at the time it is made available to him or is delivered in accordance with the Order. If Buyer refuses to take delivery or is negligent in the provision of information or instructions necessary for delivery, the Product shall be stored at Buyer's risk. In that case Buyer shall owe all additional costs, including in any case storage costs.
- 9.4. An agreed delivery time or period is always a target period and not a deadline. In the event of late delivery, Buyer must therefore give Seller written notice of default. Seller shall in no case be liable for any delay in delivery.
- 9.5. Any delay in delivery shall not release Buyer from his obligation to take delivery of the purchased Product.

10. Packaging and transport

- 10.1. Seller undertakes that the Product is packed in natural fiber bags, previously unused, clean and suitable for the transport of the Product.
- 10.2. The packaging will conform to European food grade packaging standards.
- 10.3. The costs of transport and any insurance during transport are for the account of Buyer.

11. Retention of title

- 11.1. Seller reserves the ownership of all Products it has delivered and will deliver to Buyer under any Order until the purchase price for all these Products under any Order has been paid in full. The retention of title shall not affect the passing of risk under the Incoterm chosen as per

- art. 9.1. The Buyer shall take care of all formalities and requirements possibly provided by the local laws for the validity of the retention of title.
- 11.2. Buyer shall be obliged to store the Products delivered under the retention of title with the necessary care and as the Seller's recognisable property. Purchaser shall be obliged to insure the Products for the duration of the retention of title against fire, explosion and water damage as well as against theft and to provide Seller on demand with a copy of the policies of these insurances and proof of payment of the premium due.
- 11.3. If Buyer fails to fulfil its payment obligations or Seller has good reason to fear that it will fail to do so, Seller shall be entitled, at its own discretion and without any liability towards Buyer, to take back the Products delivered subject to retention of title. This shall apply without prejudice to Seller's right to claim compensation for damage, loss of earnings and interest and the right to dissolve the Order without further notice of default by means of a written notification.
- 12. Payment**
- 12.1. The Order will be paid by the Buyer (via the Seller's webshop) using advance payment by bank transfer/IDEAL, or per invoice.
- 12.2. In case of payment by invoice, Buyer shall pay the price within 14 days of the invoice date, without any deduction, discount or set-off. The payment term is a strict deadline. Buyer is not entitled to suspend payment for any reason.
- 12.3. The invoiced price is immediately due and payable if Buyer files for bankruptcy or is declared bankrupt (*faillissement*), requests a provisional suspension of payment (*surseance van betaling*), or in case Seller becomes aware of other circumstances which give Seller good reason to fear that Buyer will not fulfil its payment obligations.
- 12.4. As soon as the payment term has expired, Buyer owes Seller (i) the statutory interest and (ii) compensation for the extrajudicial collection costs (*buitengerechtelijke incassokosten*) in accordance with the scale of extrajudicial collection costs (*BIK-staffel*) on the principal price owed, including VAT, without prejudice to Seller's other legal and/or contractual rights.
- 12.5. If Buyer fails to fulfill any (payment) obligation, Seller is entitled to suspend the fulfillment of its obligations until the Buyer has fulfilled all its obligations.
- 13. Guarantees**
- 13.1. Seller guarantees that the Product complies with the Order.
- 13.2. In the event of a breach of a guarantee as referred to in the Order and/or these general terms and conditions, Seller's liability is limited to replacing the Product concerned free of charge, or to refunding the price charged for this, such at Seller's discretion.
- 13.3. All claims under a guarantee lapse if Buyer is in default of payment or otherwise fails to meet its obligation(s) under the Order.
- 13.4. A claim in respect of a delivered Product shall not affect Buyer's obligations under previous or future deliveries and shall not entitle Buyer to suspend payment of Seller's claims.
- 14. Force majeure**
- 14.1. Force majeure in the sense of Article 75 of Book 6 of the Dutch Civil Code shall exist on the part of Seller if Seller is prevented from fulfilling its obligations under the Order or from preparing for the Order as a result of circumstances beyond its reasonable control. Force majeure shall in any case be understood to mean: (i) failure to deliver on time by suppliers to the Seller, (ii) government measures, (iii) power failure, (iv) war, (v) general transport and/or shipping problems.
- 14.2. Seller shall not be obliged to fulfil any obligation during the period in which Seller is prevented from fulfilling its obligations due to force majeure. An agreed delivery period shall be extended by this period.
- 14.3. If the delivery period is delayed by more than three months due to force majeure, both Seller and Buyer are authorized to partially dissolve the Order for the part which has not been fulfilled, without Seller and Buyer being liable to each other for any compensation for whatever reason.
- 15. Liability and indemnity**
- 15.1. Seller explicitly excludes all liability and and/or strict liability for direct damage, indirect damage, consequential damage, trading loss, loss of profit, missed savings, reduced goodwill, damage due to business interruption, mutilation or loss of data, damage to crops and all other forms of direct and/or indirect damage caused by Seller, its subordinates, its hired auxiliary persons and/or its Product, unless the damage is the result of intent or deliberate recklessness.

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- 15.2. If the exclusion of liability in this article is not upheld, compensation for damages will be limited to once the invoice amount (excluding VAT) for the sale and purchase from which the liability arose, or at least in connection with which the liability arose. Compensation for damage is in any case limited to the amount paid out under Seller's liability insurance policy in the case in question, plus the amount of the deductible that is for Seller's account pursuant to the applicable insurance policy in the case in question.
- 15.3. Buyer shall fully indemnify Seller against all third-party claims against Seller relating to any fact for which liability is excluded in these general terms and conditions.
16. **Privacy**
- 16.1. If Seller or Buyer acquires personal data provided by the other party during the performance of the Order and processes these personal data, it shall process the personal data in a proper and careful manner and shall comply with the statutory regulations arising from the General Data Protection Regulation.
17. **Dissolution of the Order**
- 17.1. The Order may be dissolved by Seller with immediate effect and without default of Buyer by means of a written statement to Buyer if:
- (a) Buyer files for bankruptcy or is declared bankrupt;
 - (b) Buyer applies for or obtains (temporary) suspension of payment;
 - (c) Buyer dies;
 - (d) Buyer is dissolved;
 - (e) Buyer is placed under guardianship or administration;
 - (f) After concluding the Order, Seller becomes aware of other circumstances which give Seller good reason to fear that Buyer will not fulfil its obligations;
- All this without prejudice to Seller's right to claim damages from Buyer.
18. **Transferability of rights and obligations**
- 18.1. Buyer may not assign claims against Seller on any grounds whatsoever to any third party. Such claims are expressly not transferable. This clause shall have effect within the meaning of Section 83(2) of Book 3 of the Dutch Civil Code.
- 18.2. Buyer is not permitted to transfer any obligation from the Order and/or these general terms and conditions to a third party without the prior written approval of Seller.
19. **(Partial) nullity or voidability**
- Should a provision in these general terms and conditions be void or voidable, this shall not result in these general terms and conditions being void or voidable in their entirety or in any other provision thereof being void or voidable (in part). If any provision in these general terms and conditions should be void or voidable (and subsequently annulled), it shall be replaced by a valid provision by Seller that most closely approximates the purport of the void or annulled provision.
20. **Gaps**
- 20.1. In the event these general terms and conditions leave gaps and/or do not stipulate anything with regard to any subject, the provisions of the ESCC (European Standard Contract for Coffee) concerning that subject shall prevail.
21. **Loss of rights, applicable law and choice of forum**
- 21.1. Insofar as not otherwise provided for in these general terms and conditions, all rights of action of Buyer against Seller shall in any case lapse one year after the day on which the right of action arose, unless within this period the claim(s) is/are brought before the competent court.
- 21.2. All legal relationships between Seller and Buyer shall be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded. Exclusively in case the Buyer has its seat in a Country that does not accept the choice of law on international contracts, the law of the Buyer shall apply.
- 21.3. All disputes which may arise between Seller and Buyer as a result of the relationships governed by these general terms and conditions shall be submitted exclusively to the judgment of the Dutch court.