

## TERMS AND CONDITIONS

General Terms and Conditions of Van der Moolen Noodle & Pasta Solutions B.V. filed with the Dutch Chamber of Commerce under file number 08109298.

### ARTICLE 1 - DEFINITIONS

1.1. In these General Terms and Conditions (hereinafter referred to as 'Terms'), the following definitions apply:

- a. Customer: the natural person, the company or the legal entity acting in the exercise of a profession or business, who enters into an Agreement with Van der Moolen Noodle & Pasta Solutions;
- b. Van der Moolen Noodle & Pasta Solutions: the Dutch private company with limited liability Van der Moolen Noodle & Pasta Solutions B.V., with registered office in Enschede, the Netherlands, and registered in the Dutch trade register under number 08109298;
- c. Agreement: every Agreement that is concluded between Van der Moolen Noodle & Pasta Solutions and the Customer with regard to items to be delivered by Van der Moolen Noodle & Pasta Solutions, any amendment or addition thereto, as well as all juridical acts in preparation for and for the implementation of the agreement;

### ARTICLE 2 – APPLICABILITY OF THE TERMS

2.1. These Terms apply to all offers from Van der Moolen Noodle & Pasta Solutions and to all Agreements entered into by Van der Moolen Noodle & Pasta Solutions.

2.2. The applicability of general terms and conditions used by the Customer is hereby expressly rejected, unless expressly agreed otherwise in writing.

2.3. In the event of a conflict between the content of the Agreement(s) concluded between Van der Moolen Noodle & Pasta Solutions and the Customer and these Terms, the provisions of the Agreement(s) prevail.

2.4. If one or more provisions of these Terms are null and void or are set aside, the other provisions will remain in full force. In that case, the parties will agree on new provisions to replace the void or set aside provisions, taking into account the purpose and scope of the original provision as much as possible.

### ARTICLE 3 – OFFERS

3.1. All offers of Van der Moolen Noodle & Pasta Solutions are without obligation. If no period for acceptance has been set in the offer, it will expire as soon as Van der Moolen Noodle & Pasta Solutions has withdrawn the offer or when the product

to which the offer relates is no longer available, and in any event after 14 (fourteen) days after the day of the offer.

3.2. Van der Moolen Noodle & Pasta Solutions cannot be held to an offer if the Customer can reasonably understand that the offer contains an obvious mistake or error.

3.3. A (composite) offer and/or quotation made by or on behalf of Van der Moolen Noodle & Pasta Solutions must be accepted in its entirety. A partial acceptance or rejection of a (composite) offer and/or quotation leads to the lapse of the entire offer and/or quotation.

3.4. In the event that the Customer provides recipes and/or other specifications to Van der Moolen Noodle & Pasta Solutions, Van der Moolen Noodle & Pasta Solutions may assume the accuracy of these recipes and/or specifications and will base its offer on them.

#### **ARTICLE 4 - AGREEMENT**

4.1. Van der Moolen Noodle & Pasta Solutions is only bound if an Agreement is concluded in writing between Van der Moolen Noodle & Pasta Solutions and the Customer, or if Van der Moolen Noodle & Pasta Solutions sends an order/assignment confirmation to the Customer.

4.2. If the Agreement has not been concluded in writing and no order confirmation has been sent, the parties will nevertheless be bound if Van der Moolen Noodle & Pasta Solutions starts with the execution of the Agreement. In that case, the invoices will be regarded as the order/assignment confirmation and as the correct representation of the Agreement between Van der Moolen Noodle & Pasta Solutions and the Customer.

4.3. The Customer is obliged to check the Agreement and order/assignment confirmation sent by Van der Moolen Noodle & Pasta Solutions for accuracy and completeness and to inform Van der Moolen Noodle & Pasta Solutions immediately of any inaccuracies.

4.4. Any deviation/addition to an Agreement only applies to Van der Moolen Noodle & Pasta Solutions and can only be proven to Van der Moolen Noodle & Pasta Solutions with a document signed by Van der Moolen Noodle & Pasta Solutions.

#### **ARTICLE 5 - EXECUTION OF THE AGREEMENT**

5.1. Van der Moolen Noodle & Pasta Solutions is at all times entitled to have parts of the Agreement performed by third parties if the proper execution of the Agreement requires this according to Van der Moolen Noodle & Pasta Solutions.

5.2. The Customer ensures that all data (including but not limited to recipes and/or specifications prescribed by the Customer) which Van der Moolen Noodle & Pasta Solutions indicates are necessary or which the Customer should reasonably understand are necessary for the performance of the Agreement, are provided to Van der Moolen Noodle & Pasta Solutions in a timely manner.

5.3. If the information required for the execution of the Agreement (including but not limited to recipes and/or (product) specifications prescribed by the Customer) has not been provided to Van der Moolen Noodle & Pasta Solutions in time, Van der Moolen Noodle & Pasta Solutions has the right to suspend the execution of the Agreement and/or to charge the costs arising from the delay to the Customer as a result thereof.

5.4. Van der Moolen Noodle & Pasta Solutions is entitled to suspend the fulfilment of its obligations under the Agreement if it is temporarily impossible for Van der Moolen Noodle & Pasta Solutions to fulfil its obligations due to unforeseen circumstances.

5.5. Van der Moolen Noodle & Pasta Solutions is entitled to cancel or dissolve the Agreement if execution of the Agreement is (or has become) infeasible. In that case, the Customer is not entitled to compensation.

**ARTICLE 6 – DELIVERY AND DELIVERY TIME**

6.1. Delivery will take place as far as possible with due observance of the term stated in the Agreement. If no explicit term has been included, Van der Moolen Noodle & Pasta Solutions will make every effort to deliver fresh products, including in any case, but not limited to, items with an expiry date within two months after delivery, usually 'cooked products', within a term of 10 calendar days after confirmation of the order/assignment by Van der Moolen Foodgroup, and all other products within a period of 4 weeks after confirmation of the order/assignment by Van der Moolen Noodle & Pasta Solutions.

6.2. An agreed delivery time is not a firm deadline, unless expressly agreed otherwise in writing.

6.3. Exceeding the delivery times specified in Article 6.1. the delivery time referred to never gives the Customer any right to compensation.

6.4. If the agreed date of delivery is exceeded by more than six weeks, the Customer can dissolve the Agreement, unless the delay is due to circumstances that are for the account of the Customer. The aforementioned term applies regardless of whether it concerns fresh products or other products.

6.5. Unless expressly agreed otherwise in writing, Van der Moolen Noodle & Pasta Solutions will deliver the items to be delivered Ex Works (EXW) in accordance with the Incoterms 2020, unless expressly agreed otherwise.

6.6. Irrespective of the agreed Incoterm, the risk of damage to or loss of items to be transported or transported or other items or items to be transported or transported during loading and/or unloading rests with the Customer. Transport insurance will only be provided at the explicit request of the Customer and all costs involved will be charged to the Customer.

6.7. The Customer is obliged to take delivery of the items to be delivered by Van der Moolen Noodle & Pasta Solutions at the moment that they are offered or made available for delivery. If the Customer refuses to take delivery or is negligent in providing information or instructions or cooperation necessary for the delivery or provision, Van der Moolen Noodle & Pasta Solutions is entitled to store the items at the expense and risk of the Customer.

6.8. The risks of loss of and damage to the items are transferred to the Customer at the time of delivery or – if that time is earlier – provision, unless expressly agreed otherwise.

6.9. Sustainable packaging or packaging material that is eligible for reuse, including but not limited to Van der Moolen Noodle & Pasta Solutions pallets and crates on/in which the items to be delivered by Van der Moolen Noodle & Pasta Solutions are delivered, remain the property of Van der Moolen Noodle & Pasta Solutions at all times, or third parties engaged by it, and must be returned by the Customer to Van der Moolen Noodle & Pasta Solutions clean and undamaged without delay, but no later than four weeks after delivery or provision. In the event of loss, damage, non-clean and/or late return, Van der Moolen Noodle & Pasta Solutions is entitled – at the discretion of Van der Moolen Noodle & Pasta Solutions – to charge the Customer for all costs associated with the replacement, collection and/or cleaning of the relevant material.

**ARTICLE 7 – PRICES**

7.1. The prices stated in a offer/purchase agreement are exclusive of VAT and other government levies, unless expressly stated otherwise in the offer/purchase agreement.

7.2. Van der Moolen Noodle & Pasta Solutions's prices are exclusive of any delivery, transport, shipping, call-out and administration costs, unless stated otherwise. Van der Moolen Noodle & Pasta Solutions has the right to pass on increases in these costs, taxes and levies to the Customer. If the increase amounts to more than 15% of the agreed total price, the Customer is entitled to dissolve the agreement, unless Van der Moolen Noodle & Pasta Solutions offers to pay the price difference insofar as it exceeds the said 15%.

7.3. Van der Moolen Noodle & Pasta Solutions is entitled to pass on an increase in cost-increasing circumstances to the Customer. Cost-increasing circumstances are circumstances that (1.) are of such a nature that when the Agreement was concluded, it was not necessary to take into account the chance that they would occur, and (2.) which cannot be attributed to Van der Moolen Noodle & Pasta Solutions, and (3.) which increase the cost of the work.

**ARTICLE 8 – PAYMENT, INTEREST COLLECTION COSTS & PAYMENT SECURITY**

8.1. Payment by the Customer is made in the manner agreed between the parties. If no method of payment has been agreed, payment of the amount due will be made within 30 (thirty) days after the invoice date, in a manner to be indicated by Van der Moolen Noodle & Pasta Solutions in the currency in which the invoice was made, unless indicated otherwise in writing by Van der Moolen Noodle & Pasta Solutions. Van der Moolen Noodle & Pasta Solutions is entitled to invoice periodically.

8.2. The Customer can never invoke settlement and/or suspension and/or moderation with regard to any (payment) obligation resting on it, however named and for whatever reason.

8.3. After the payment term referred to in paragraph 1 has expired, the Customer is legally in default; from that moment onwards, the Customer owes the statutory (commercial) interest on the amount due and payable.

8.4. Payments made by the Customer always firstly serve to settle all interest and costs owed, and secondly to cover due and payable invoices that have been outstanding the longest.

8.5. In the event of liquidation, dissolution, bankruptcy or suspension of payment of the Customer, or if the Customer loses full or partial free management or free disposal of its assets, the (payment) obligations of the Customer will all be immediately due and payable.

8.6. If the Customer fails to fulfil one of its obligations towards Van der Moolen Noodle & Pasta Solutions or does not do so on time, then in addition to the agreed price and costs, all costs incurred in obtaining payment out of court will be borne by the Customer, including the costs for drawing up and sending reminders, making a settlement proposal and gathering information. These costs amount to 15% of the outstanding principal sum at that time, unless the actual costs are higher, in which case the actual costs incurred are payable by the Customer.

**ARTICLE 9 – OBLIGATION TO COMPLAIN**

9.1. The Customer is obliged to check the quality, correctness and number of the items delivered or provided immediately after receipt thereof. In doing so, the Customer must examine whether the items and their quality and/or quantity correspond to what has been agreed and whether they meet the requirements that the parties have agreed on

in this regard. Any visible defects must be reported to Van der Moolen Noodle & Pasta Solutions in writing within 7 days after delivery. Any non-visible defects must be reported to Van der Moolen Noodle & Pasta Solutions in writing, within 7 days after they were discovered or could reasonably have been discovered, but no later than 28 days after delivery and before the items containing the defect according to the Customer have been passed on to third parties by the Customer and/or have been incorporated by confusion or conversion into another item (for example, but not exclusively, by processing into foodstuffs or meals by the Customer or third parties).

9.2. In the case of (the delivery of) fresh products, including in any case, but not limited to, items with an expiration date within two months after delivery, then, contrary to the aforementioned, any visible defects must be reported in writing within 24 hours after delivery and any non-visible defects within 24 hours after they were discovered or could reasonably have been discovered, but no later than 14 days after delivery and before the items in which the defect is located according to the Customer have been delivered by the Customer to third parties and/or have been incorporated by confusion or conversion into another item (for example, but not exclusively, by processing into foodstuffs or meals by the Customer or third parties) and no later than 7 calendar days before the expiration date issued by Van der Moolen Noodle & Pasta Solutions for the relevant fresh products has expired.

9.3. The report must contain as detailed a description as possible of the defect, so that Van der Moolen Noodle & Pasta Solutions is able to respond adequately. The Customer must give Van der Moolen Noodle & Pasta Solutions the opportunity to investigate a complaint.

9.4. If a defect is reported later than as stipulated in Article 9.1. and Article 9.2., then all rights of claim of the Customer against Van der Moolen Noodle & Pasta Solutions on account of and/or in connection with the relevant defect (including but not limited to any right to fulfilment, repair, replacement, dissolution, compensation or amendment of the agreement) will lapse.

9.5. The fulfilment of the Agreement between the parties is considered sound in the relationship between the parties, if the Customer has not sent Van der Moolen Noodle & Pasta Solutions the complaint or written notification referred to in this Article 9 in a timely manner.

9.6. Even if the Customer complains in time, its obligation to pay will continue to exist.

9.7. The Customer is not allowed to return or refuse to receive items delivered or offered/made available by Van der Moolen Noodle & Pasta Solutions, without the prior written and explicit consent of der Moolen Foodgroup. Insofar as the Customer does so anyway, all costs associated with the return and/or refusal will be borne by the Customer. In that case, Van der Moolen Noodle & Pasta Solutions is entitled to store the items at the expense and risk of the Customer, whether or not with a third party.

#### **ARTICLE 10 – RETENTION OF TITLE**

10.1. Items that Van der Moolen Noodle & Pasta Solutions has sold and delivered to the Customer remain the property of Van der Moolen Noodle & Pasta Solutions until the Customer has fulfilled all its obligations towards Van der Moolen Noodle & Pasta Solutions under the Agreement, including what the Customer may owe to Van der Moolen Noodle & Pasta Solutions due to its failure to fulfil its obligations. The risks of loss and damage to the items are transferred to the Customer from the moment of delivery.

10.2. The Customer is not allowed to pledge items delivered by Van der Moolen Noodle & Pasta Solutions, that are subject to retention of title pursuant to Article 10.1., or to encumber them in any other way.

10.3. The Customer is allowed to resell the items delivered by Van der Moolen Noodle & Pasta Solutions, that are subject to retention of title pursuant to Article 10.1., to one or more third parties, to create new items with them through confusion or specification, on the understanding that in that case the Customer is obliged to (1.) settle the claims of the

Customer against the relevant third party or parties to pay the purchase price due from that resale) and/or (2.) to pledge the principal item(s) resulting from confusion and/or specification of the items to Van der Moolen Noodle & Pasta Solutions at Van der Moolen Noodle & Pasta Solutions's first request. Van der Moolen Noodle & Pasta Solutions is entitled at any time to withdraw the permission referred to in this article for (resale), confusion and specification without delay, without stating reasons. In that case, the Customer is no longer permitted to resell the items or to use confusion or specification to create items. All this subject to an immediately due and payable fine of EUR 7,500 per day that the Customer fails to comply with the obligations set out in this Article 10.3., without prejudice to any right of Van der Moolen Noodle & Pasta Solutions, including the right to claim compensation in addition to the penalty for the damage it suffers as a result of the Customer's failure to comply with the obligations described in this article.

10.4. In the event that Van der Moolen Noodle & Pasta Solutions wishes to exercise its ownership rights referred to in this article, the Customer gives Van der Moolen Noodle & Pasta Solutions and third parties to be designated by Van der Moolen Noodle & Pasta Solutions unconditional and irrevocable permission in advance to enter all those places where Van der Moolen Noodle & Pasta Solutions's property and items are to be taken back and will provide the Customer with full cooperation in everything Van der Moolen Noodle & Pasta Solutions deems necessary to inspect, protect and/or take back its property.

#### **ARTICLE 11 – LIABILITY AND RESPONSIBILITY**

11.1. If Van der Moolen Noodle & Pasta Solutions (which in this Article 11 also means the individual employees and all persons who are or have been involved in the Agreement on the basis of a legal relationship with Van der Moolen Noodle & Pasta Solutions) should be liable for whatever reason, arising from or related to the delivered or provided items or otherwise, then the liability of Van der Moolen Noodle & Pasta Solutions is excluded and limited to what is regulated in this provision. Even if the Customer holds Van der Moolen Noodle & Pasta Solutions liable on legal grounds other than the Agreement (for example unlawful acts, undue payment or unjust enrichment), the Customer must enforce the exclusions and limitations in this Article 11 against it. On the understanding that if Van der Moolen Noodle & Pasta Solutions's liability would be excluded to other amounts on the basis of the various provisions in this Article 11, that liability is always excluded to the lowest of those amounts.

11.2. Van der Moolen Noodle & Pasta Solutions is not liable for damage of any nature whatsoever, caused by the fact that it used incorrect and/or incomplete information provided by or on behalf of the Customer.

11.3. If Van der Moolen Noodle & Pasta Solutions should be liable for any damage, then that liability is limited to a maximum of the invoice value, excluding VAT, of the Agreement, or at least - insofar as the liability relates to one or more specific deliveries - the invoice value of that specific delivery to which the liability relates.

11.4. The liability of Van der Moolen Noodle & Pasta Solutions is in any case always limited to the amount that is paid out in the relevant case under the liability insurance of Van der Moolen Noodle & Pasta Solutions, plus the amount of the excess according to the relevant policy. If there is no payment or if the payment is less than the damage, the provisions of this Article 11 apply in full.

11.5. Van der Moolen Noodle & Pasta Solutions is not liable for indirect damage (including but not limited to consequential damage, loss of profit, loss of turnover, lost savings and damage due to business interruption), but only for direct damage. Direct damage is exclusively understood to mean damage that has a direct causal and foreseeable connection to the circumstances that lead to liability. In addition, direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms, any reasonable costs incurred to align the defective performance of Van der Moolen Noodle & Pasta Solutions with the Agreement, insofar as this can be attributed to Van der Moolen Noodle & Pasta

Solutions, and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to limitation of direct damage as referred to in these Terms.

11.6. Van der Moolen Noodle & Pasta Solutions will always exercise due care when engaging third parties that do not belong to its organisation. Van der Moolen Noodle & Pasta Solutions is not liable for any shortcomings of these third parties.

11.7. Furthermore, Van der Moolen Noodle & Pasta Solutions is not liable for (the consequences of) the improper functioning of machines, equipment, software, data and files, registers or other items used in the performance of the Agreement, without exception.

11.8. The Customer must give Van der Moolen Noodle & Pasta Solutions the opportunity to repair/remove attributable shortcomings and/or defects for which Van der Moolen Noodle & Pasta Solutions is liable within a reasonable period of time. Insofar as Van der Moolen Noodle & Pasta Solutions would be obliged to redelivery of items for whatever reason, then it is only obliged to do so insofar as the value of that redelivery does not exceed the invoice value, exclusive of VAT, of the Agreement, at least - insofar as the liability relates to one or more specific deliveries - of that specific delivery to which the liability relates.

11.9. Without prejudice to the forfeiture of rights on the basis of late complaint within the meaning of Section 89 Book 6 of the Dutch Civil Code and Article 9 of these Terms, all rights of action and other powers of the Customer against Van der Moolen Noodle & Pasta Solutions expire one (1) year after the moment that the Customer becomes or could be aware of this.

11.10. Van der Moolen Noodle & Pasta Solutions is not bound by photos and texts used to illustrate and describe things on its website, in promotional material, in advertising or through any medium whatsoever. Such media is provided for informational purposes only. Van der Moolen Noodle & Pasta Solutions is therefore not liable for inaccuracies or deviations from the photos or texts referred to above.

11.11. The Customer indemnifies Van der Moolen Noodle & Pasta Solutions against any claim from third parties in connection

with the Agreement and all products supplied by Van der Moolen Noodle & Pasta Solutions, including but not limited to claims related to health risks or disadvantages arising from any defect in the use and/or consumption of the products supplied by Van der Moolen Noodle & Pasta Solutions, in the broadest sense of the word.

## **ARTICLE 12 - WARRANTIES**

12.1. Any warranties provided by Van der Moolen Noodle & Pasta Solutions to the Customer are only valid if they have been explicitly provided in writing by Van der Moolen Noodle & Pasta Solutions.

12.2. Warranties provided by Van der Moolen Noodle & Pasta Solutions cannot be transferred.

12.3. Unless expressly agreed otherwise, any warranties provided by Van der Moolen Noodle & Pasta Solutions do not in any case relate to defects that could have been detected upon delivery and defects that cannot reasonably be attributed to Van der Moolen Noodle & Pasta Solutions.

12.4. The Customer can only invoke a warranty if it has fully fulfilled all its obligations towards Van der Moolen Noodle & Pasta Solutions.

12.5. The Customer must at all times offer Van der Moolen Noodle & Pasta Solutions the opportunity to repair any shortcoming in the fulfilment of its obligations and/or non-conformity or defect in the products delivered by it.

12.6. Van der Moolen Noodle & Pasta Solutions is, also under warranties, never liable towards the Customer for consequential damage, including damage caused by delay and personal injury, which the Customer or third parties may suffer as a result of a defect in the delivered item or the work performed or otherwise.

12.7. The provisions of Article 11 apply in full to claims under any warranty provided.

#### **ARTICLE 13 – INTELLECTUAL PROPERTY**

13.1. Van der Moolen Noodle & Pasta Solutions retains the intellectual property rights, including the copyrights to all offers and/or quotations made by it and to all designs, images, drawings, models and specifications such as the shape and appearance of the items produced and delivered by it, unless expressly stated otherwise in writing.

13.2. All ideas, knowledge, company/trade secrets, data, procedures, substances, samples, records, data, materials and other information with which the Customer becomes aware and/or that the Customer obtains in connection with the performance of the Agreement by the parties, may not be used, reproduced, made public or made known to third parties by the Customer without the prior written and explicit permission of Van der Moolen Noodle & Pasta Solutions, unless the nature of the information and items obtained dictates otherwise. The Customer is obligated to keep the ideas, knowledge, business/trade secrets, data, procedures, substances, samples, records, data and materials and all other information and data that it knows or should know that this concerns information and/or data of which it is in the interest of der Moolen Foodgroup that this information and data remain secret (such as production processes), strictly secret, subject to an immediately due and payable fine of EUR 250,000, without prejudice to any right of Van der Moolen Noodle & Pasta Solutions, including the right to (also) claim compensation for the damage it suffers as a result of the Customer's failure to comply with the obligations described in this article.

13.3. The Customer indemnifies Van der Moolen Noodle & Pasta Solutions against claims from third parties on data, designs, images, drawings, models and/or other (technical) specifications provided by the Customer to Van der Moolen Noodle & Pasta Solutions.

#### **ARTICLE 14 – FORCE MAJEURE**

14.1. Van der Moolen Noodle & Pasta Solutions is not obliged to fulfil any obligation towards the Customer if it is prevented from doing so as a result of a circumstance that cannot be attributed to it, and is not for its account under the law, a juridical act or generally accepted views.

14.2. In these Terms, force majeure means, in addition to what is understood in this regard by law and legal precedents, all external causes, foreseen or unforeseen, which Van der Moolen Noodle & Pasta Solutions cannot influence, but as a result of which it is unable to fulfil its obligations. This includes strikes in the company of Van der Moolen Noodle & Pasta Solutions or third parties (engaged by it). Van der Moolen Noodle & Pasta Solutions also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the Agreement occurs after Van der Moolen Noodle & Pasta Solutions should have fulfilled its obligation.

14.3. Van der Moolen Noodle & Pasta Solutions can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the Agreement, without any obligation to pay damages to the other party.

14.4. Insofar as Van der Moolen Noodle & Pasta Solutions has already partially fulfilled its obligations under the Agreement or will be able to fulfil them at the time of the commencement of force majeure, and the fulfilled or to be



fulfilled part has independent value, Van der Moolen Noodle & Pasta Solutions is entitled to invoice the already fulfilled or to be fulfilled part to the Customer separately.

#### **ARTICLE 15 – DISSOLUTION**

15.1. Without prejudice to the rights (statutory or otherwise) accruing to Van der Moolen Noodle & Pasta Solutions, Van der Moolen Noodle & Pasta Solutions is entitled to dissolve the Agreement in whole or in part with immediate effect without further notice of default by means of a written statement if:

- a. the Customer is in default with the fulfilment of one or more of its obligations under the Agreement;
- b. the Customer submits a request to the court for a moratorium;
- c. the Customer submits a request to the court for application of the Dutch Debt Restructuring (Natural Persons) Act;
- d. the Customer is declared bankrupt by the court or if its bankruptcy is or has been petitioned for;
- e. the Customer otherwise loses the discretionary management of or discretionary decision concerning its assets in whole or in part.
- f. the Customer proceeds to terminate the company or proceeds to transfer of (a significant part of) the business operated by the Customer, including the contribution of that business to a legal entity to be established or already existing, or if control within the business of the Customer changes (in another manner), as referred to in the SER Decree on Merger Conduct Rules 2015.
- g. the Customer transfers all or part of its rights and obligations arising from the Agreement to a third party.

#### **ARTICLE 16 – CHOICE OF LAW AND COURT AND COSTS**

16.1. Only Dutch law applies to the Agreement(s) concluded between Van der Moolen Noodle & Pasta Solutions and the Customer.

16.2. The Vienna Convention on Contracts for the International Sale of items (CISG) is not applicable, nor are any other international regulations from which exclusion is permitted.

16.3. All disputes - including those that are only regarded as such by one of the parties - which arise as a result of the Agreement between Van der Moolen Noodle & Pasta Solutions and the Customer, expressly including disputes about the existence and validity of an Agreement, are settled exclusively by the District Court of Overijssel, location Almelo, the Netherlands, subject to the freedom of Van der Moolen Noodle & Pasta Solutions to submit the dispute to the competent court of the place where the Customer has its registered office.

16.4. If a dispute is decided in the favour of Van der Moolen Noodle & Pasta Solutions, the Customer is obliged to reimburse

Van der Moolen Noodle & Pasta Solutions for all judicial and extrajudicial costs, including the costs of legal assistance, also insofar as it concerns costs that may not be awarded by the court.