



# Delivery Conditions

on 14 Januari 2025.

## Terms and conditions BUD Holland BV

### Article 1: Applicability

1. These terms and conditions apply to any offers, contracts of purchase, sale, and delivery of all goods that are placed on the market by BUD Holland BV, hereinafter referred to as "BUD Holland".
2. Any applicability of the buyer's general (purchase) terms and conditions is expressly excluded by BUD Holland unless otherwise agreed. Any reference of the buyer to his general (purchase) terms and conditions will not be accepted.

### Article 2: Offers

1. All offers made are without obligations, unless otherwise agreed in writing.
2. For supplies and/or activities for which, due to their nature and extent, no offers and/or order confirmation is provided by us, the invoice is also regarded as the order confirmation, which is also considered to be an accurate and complete statement of the agreement.
3. An agreement will be concluded at the moment of express acceptance of the order by the buyer in a manner that is customary in the sector.

### Article 3: Purchase orders

Unless otherwise agreed, purchase orders can only be continued if creditworthiness of the client is demonstrated by means of a risk coverage assessment by the Dutch Trade Credit Insurance Company. Any costs for this assessment shall be paid by BUD Holland.

### Article 4: Prices

1. The price will be set by mutual agreement between BUD Holland and the buyer.
2. Unless otherwise agreed, the price is excluding VAT, expressed in Euro's and excluding costs of transportation.
3. BUD Holland is not held to perform a contract for a mentioned price, which evidently is the result of a printing or writing error.
4. If the agreement between BUD Holland and the buyer does not state a clear price and such cannot be otherwise determined, the buyer needs to pay, if no such price is available, a reasonable price. The calculation of the said price shall take account of the price that was stipulated by BUD Holland when the agreement was concluded.

#### Article 5: Place and terms of delivery

1. Delivery of the goods shall be carried out on the premises of BUD Holland to the buyer or a third party who is authorised to collect the goods for the buyer, unless it is agreed that transportation of the goods is carried out by or on behalf of BUD Holland or a third party
2. If it is agreed that transport of the goods to the premises of the buyer or a third party is taken care of by or on behalf of BUD Holland, delivery shall be deemed to take place at the moment of delivery of the goods on the premises of the buyer or a third party.
3. If the goods are stored for the buyer by or on behalf of BUD Holland or a third party, the delivery will take place at the time of the storage of the goods.
4. Any delays in delivery, in so far as these remain within reasonable limits, shall not entitle the buyer to dissolve the agreement.

#### Article 6: Time of delivery

1. Unless otherwise agreed, delivery takes place if the goods are collected by the buyer or on its behalf at BUD Holland within 24 hours following the agreement between BUD Holland and the buyer taking into account the fact that the times of delivery are Monday to Friday from 7.45am to 4.45pm.
2. If the time of delivery is not agreed upon, delivery shall take place between 7.45am and 4.45pm.
3. If transport of the goods to the premises of the buyer is taken care of by or on behalf of BUD Holland delivery of the goods takes place within the delivery time that is communicated by BUD Holland to the buyer or within the delivery time, which on the grounds of practices between BUD Holland and the buyer may be deemed to be known.

#### Article 7: Risk

From the moment the goods have been delivered, they shall be at buyer's risk.

#### Article 8: Payment

1. Payment must be made within four weeks of the date of the invoice without deduction of discount or set-off, unless expressly agreed otherwise in writing.
2. Should payments not have been made at the agreed times, the buyer shall be deemed to be legally in default. If the term referred to in paragraph 1 is exceeded the buyer shall owe a default interest of 1% per month. Furthermore, BUD Holland is entitled to claim from the buyer any judicial collection costs incurred. Any extrajudicial debt collection costs shall amount to the equivalent of 15% of the amount owed by the buyer, subject to BUD Holland's right to seek compensation from the said buyer should the actual costs be higher.
3. The terms of payment as referred to in paragraph 1 shall only apply on condition that the total amounts payable by the buyer to BUD Holland, including the goods to be delivered, does not exceed the amount of credit as referred to in article 3.

#### Article 9: Breach of contract

1. The goods supplied shall be deemed to comply with the agreement, prima facie evidence. Goods delivered do not satisfy the contract if they do not possess the features the customer might expect on the basis of the contract.
2. If in buyer's judgment goods do not comply with the agreement, buyer is required to inform BUD Holland by telephone; effectively as soon as possible from the instant the defect was detected or after the other party should have detected the defect any sooner in reason, but in any case not later than 24 hours after delivery. Any such occurrence should be confirmed to BUD Holland in writing.
3. The concerning goods must remain present in its entirety until BUD Holland has had the opportunity to inspect the goods or until BUD Holland has informed the buyer to decline to perform an inspection.
4. If BUD Holland wishes to inspect the delivered goods or have them inspected, BUD Holland will inform the buyer thereof within 6 hours after receipt of the notice referred to in paragraph 2, excluding the hours between 5.45pm and 7.45am as well as weekends and holidays.
5. The inspection shall be carried out as soon as possible, taking account in particular of the nature and perishability of the goods and not later than within 6 hours after the communication referred to in paragraph 4, excluding the hours between 5.45pm and 7.45am as well as weekends and holidays.
6. The buyer is obliged to ensure the protection of the goods at all times.
7. If a complaint is considered to be unfounded, BUD Holland reserves the right to charge the buyer for the resulting costs.

#### Article 10: Liability BUD Holland

1. BUD Holland shall only be liable, with the exception of force majeure, for loss and/or damages if non-fulfilment or late fulfilment is due to intent or gross negligence on its own part or on the part of its employees, up to an amount not exceeding the amount of the invoice of the goods.
2. BUD Holland is never liable for any damage, however named and/or loss of profit.

#### Article 11: Termination and buyer's liability

1. The buyer is in default, if the buyer fails to meet any obligation to BUD Holland or to meet it in full or on time.
2. In the event that the buyer is in default or fails to perform one or more of his obligations, BUD Holland shall have the right to suspend further delivery.
3. Furthermore, in such case BUD Holland is entitled to terminate the agreement and the buyer shall be liable for any damage BUD Holland has incurred, including loss of profits, other financial losses, product damage, transport costs, commission, and other related costs and interest.

#### Article 12: Crop failure exemption

Unless otherwise agreed, all agreements with BUD Holland concerning agricultural products are subject to change due to crop failure. If as a result of a disappointing harvest in terms of the quantity and/or quality of the agrarian products concerned there are fewer products available than could have been expected within reason on concluding the agreement, also as a result of products having

been declared unfit by the authorized bodies, BUD Holland will have the right to reduce the quantity it sells correspondingly.

If in this case quantities delivered are reduced, BUD Holland fully complies with its delivery obligations. In such event, BUD Holland will not be obliged to supply substitute agrarian products, neither will it be liable for any loss suffered whatsoever.

#### Article 13: Retention of title

1. All goods delivered by BUD Holland shall remain the property of BUD Holland until the buyer has complied with all of his obligations stemming from the purchase agreement concluded with BUD Holland with respect to goods delivered or to be delivered and pursuant to a contract work carried out or to be carried out on behalf of the buyer as well as any claims on account of non-compliance by the buyer with the purchase agreement.
2. Goods delivered by BUD Holland for which the retention of title is claimed pursuant to paragraph 1 may only be sold on within the framework of the buyer's normal conduct of business.
3. If the buyer fails to meet his obligations or there are good reasons to suspect that he will not fulfil his obligations, BUD Holland shall be entitled to remove any goods delivered for which the retention of title is claimed pursuant to paragraph 1 from the buyer's premises or from the premises of third parties keeping the goods on the buyer's behalf, or to have them removed. The buyer must provide all cooperation therein.
4. If third parties wish to encumber the goods delivered subject to retention of title with any right or if they wish to exercise such right, the buyer shall be obliged to inform BUD Holland thereof as soon as may be reasonably be expected.
5. If the retention of title cannot or can no longer be exercised, BUD Holland may exercise its right of an undisclosed pledge on all delivered goods as security for all claims that BUD Holland under any agreement may have on the buyer.

#### Article 14: Applicable law and disputes

1. All transactions are governed by Dutch law.
2. All disputes shall be presented exclusively to the competent court in the district of Rotterdam

THESE TERMS AND CONDITIONS HAVE BEEN DEPOSITED AT THE CHAMBER OF COMMERCE IN ROTTERDAM