



GENERAL TERMS AND CONDITIONS OF PURCHASE

Tradin Organic Cocoa BV

1. Applicability

- 1.1. Both the Contract Rules for Cocoa Beans adopted by the Federation of Cocoa Commerce (the '**FCC**') and these General Terms and Conditions of Purchase (the '**Conditions**') apply to all offers, price quotes, legal relations and agreements under which a supplier will supply products to Tradin Organic Cocoa B.V. and/or its legal successors and/or legal entities affiliated with Tradin Organic Cocoa B.V. (hereinafter (jointly and separately) to be referred to as: '**Tradin Cocoa**').
- 1.2. The provisions as apparent from the agreement (including but not limited to the Incoterms contained in the agreement) will always take precedence over the provisions of the FCC. Also in the event of conflicts between the FCC and the agreement and/or in the event of obscurity, the agreement will prevail. The provisions as apparent from the FCC (including but not limited to the Incoterms contained in the FCC) will always take precedence over the provisions of these Conditions. Also in the event of conflicts between these Conditions and the FCC and/or in the event of obscurity, the FCC will prevail.

2. Establishment of agreement

- 2.1. Any offer made by the supplier is irrevocable, unless it is unequivocally clear from the offer that the offer is without obligation.
- 2.2. An agreement with Tradin Cocoa shall not be established until it has been confirmed in writing by Tradin Cocoa.
- 2.3. Any agreement can only be validly concluded by an officer of Tradin Cocoa, who has sufficient authority to sign and bind the company as registered at the Dutch Chamber of Commerce in Amsterdam (www.kvk.nl).

3. Information

- 3.1. Supplier must provide all data and documents in time regarding (amongst others the quality of) the products and their processing, which supplier knows or should reasonably know that they are or could be relevant to Tradin Cocoa.
- 3.2. Supplier warrants and represents that the information and documents provided by supplier are correct and complete and that all instructions provided comply with the applicable laws.

4. Packaging

- 4.1. Supplier shall accurately observe Tradin Cocoa's instructions with regard to packaging, dispatch, preservation and marking.
- 4.2. Tradin Cocoa is entitled to refuse, at supplier's risk and account, any dispatches that do not comply with the provisions of this article.

5. Transfer of ownership

- 5.1. Supplier guarantees that unencumbered ownership of product is acquired by Tradin Cocoa.
- 5.2. Supplier waives any right to invoke a retention of title.

6. Statutory regulations

- 6.1. Supplier guarantees that the composition, capacity, packaging and quality of the product, as well as the use of the product, shall in every way fulfil and be in accordance with the conditions and requirements stipulated in the agreement, the applicable laws, guidelines, regulations and rules of the government, including those of international organizations and supranational authorities, applicable either in the country where it was produced, in the place of loading or in another place where it stayed during the journey, in the country where supplier is based, in the place of delivery and/or at the final destination of the product.

7. Tradin Cocoa's liability

- 7.1. Any liability of Tradin Cocoa shall at all times be limited to the amount paid by Tradin Cocoa's liability insurance in that particular case increased by the excess or an amount of a maximum of EUR 100,000.00 for each occurrence or series of occurrences with the same cause.
- 7.2. The above limitations do not apply if the loss or damage was caused by intent or deliberate recklessness on Tradin Cocoa's part.

8. Termination

- 8.1. Tradin Cocoa may terminate any agreement with supplier with immediate effect, with supplier being in default by operation of the law without any prior notice of default or judicial intervention being required, if:
- 8.1.1. Tradin Cocoa has the right to do so under these Conditions and/or the agreement and/or the FCC;
 - 8.1.2. supplier fails to fulfill an obligation under any agreement and/or these Conditions and/or the FCC and has not remedied such failure within seven (7) days;
 - 8.1.3. if at any time after the date thereof any of the representations and warranties given by supplier, prove to have been untrue or incorrect when made or deemed to be made;
 - 8.1.4. at any time it becomes unlawful for supplier to perform all or a material part of its obligations hereunder or under any relevant agreement to which it is a party;
 - 8.1.5. Supplier discontinues its business or sells a significant part (30%), or if supplier sells, leases or encumbers a substantial part (30%) of its assets;
 - 8.1.6. The business(es) run by supplier are or will be discontinued; and/or
 - 8.1.7. In Tradin Cocoa's opinion facts or circumstances have occurred that could reasonably have a material effect on supplier and/or its affiliated undertakings.
- 8.2. Supplier undertakes to notify Tradin Cocoa immediately in writing if one (1) or more of the circumstances as set out in article 8 of these Conditions arise.
- 8.3. When giving notice of termination in accordance with the provisions of clause 8 of these Conditions, Tradin Cocoa has the right, but not the obligation to immediately terminate all other agreements between the parties, including but not limited to, all purchase agreements, without Tradin Cocoa owing supplier any compensation.

9. Amendments

- 9.1. Amendments to the agreement and/or these Conditions are only valid if they are made in writing and both parties have agreed to the amendment(s).

10. Confidentiality

- 10.1. All information about Tradin Cocoa which has not been made public by Tradin Cocoa in some way and which supplier receives in connection with the agreement, is confidential and may not be passed on to third parties.

11. Dispute resolution

- 11.1. In the event of a dispute concerning an agreement relating to Fairtrade products, the parties shall first submit their dispute to a mediator, provided that both parties agree in writing to the appointment of a mediator. If one of the parties does not agree to mediation, the provisions of article 20 of the FCC shall apply.

12. Validity

- 12.1. In the event that any provision in these Conditions should not – either entirely or partially – be valid and/or imperative, then this will not in any way have any implications for the validity of the other provisions in these Conditions.

13. EUDR

- 13.1. In case of relevant products (the '**Relevant Products**') as defined in Regulation (EU) 2023/1115 of the European Parliament of 31 May 2023 No 995/2010 (the '**Regulation**' or '**EUDR**') and such a Relevant Product is intended to be placed or made available on the European market, the following articles also apply.

14. Product Requirements

- 14.1. Tradin Cocoa will only purchase Relevant Products from supplier if:
- 14.1.1. they are deforestation-free, which means the Relevant Products were produced on land that has not been subject to deforestation after 31 December 2020; and
 - 14.1.2. they have been produced (as defined in the Regulation) in accordance with the relevant legislation of the country of production (as defined in the Regulation).
- 14.2. If a Relevant Product, or part thereof (no matter how small), does not meet any of the requirements mentioned under clause 13.1 of these Conditions (the '**Requirements**'), such Relevant Product will be deemed non-compliant (an '**Ineligible Product**'), and Tradin Cocoa will be entitled to terminate any agreement relating to such an Ineligible Product with immediate effect.

15. Obligations of supplier

- 15.1. Before any agreement is concluded, supplier will review the Regulation, appoint a staff member responsible for EUDR compliance and will utilize the chosen platform, methodology and guidance provided by Tradin. Supplier shall share, amongst others, the geolocation (as defined in the Regulation) (the '**Location**') of all plots of land (the '**Territory**') where the Relevant Products were produced. For the avoidance of doubt, if a Relevant Product is produced on different Territories, the Location of all different Territories shall be included by supplier.
- 15.2. If the Territory as shared by supplier changes after the agreement has been concluded (a '**New Territory**'), supplier will immediately inform Tradin Cocoa about the Location of such New Territory. If the New Territory does not meet the Requirements, clause 14.2 of these Conditions applies.
- 15.3. Immediately after the Relevant Products have been produced by supplier, supplier shall inform Tradin Cocoa in writing about the date and/or time range of production.

16. Reps and Warranties

- 16.1. On the relevant purchase date and in relation to the Relevant Products to be sold and delivered on such purchase date, supplier issues the following representations and warranties:
- 16.1.1. All Relevant Products have been produced within the Territory as specified by supplier.
 - 16.1.2. The Territories are located at the Locations.

- 16.1.3. The Territories are deforestation-free as mentioned in clause 14.1 of these Conditions.
- 16.1.4. All Relevant Products have been produced in accordance with the relevant legislation of the country of production (as defined in the Regulation).
- 16.1.5. All information given by it in connection with each agreement is true, complete and accurate in all material respects as at the date it was given and is not misleading in any respect.
- 16.1.6. It has obtained every licence, approval or authorisation from, and has made every notification or filing to, any relevant governmental authority, bureau or agency required in connection with the production of the Relevant Products and with entering into each agreement.
- 16.1.7. It is not aware of being in default in respect of any applicable law.

17. Repurchase

- 17.1. If any of the representations and warranties proves to have been untrue or incorrect when made and the Relevant Product has not been placed or made available on the European market, supplier shall repurchase and accept re-delivery of such Relevant Product against payment of the purchase price paid by Tradin Cocoa to supplier. All (transport) costs relating to each repurchase shall be for the account of supplier.

18. Covenants

- 18.1. The Supplier undertakes that it shall:
 - 18.1.1. immediately notify Tradin Cocoa of any New Territory, any Ineligible Product, or of any breach of any of the representations and warranties;
 - 18.1.2. sign such documents as may be reasonably required by Tradin Cocoa to give effect to the agreement and the sale and delivery of Relevant Products;
 - 18.1.3. provide all documents and information available relating to or in connection with the agreement and/or the Relevant Products;
 - 18.1.4. ensure that it complies with the terms of and do all that is necessary to obtain and keep in force all licences, exemptions, approvals, authorisations and consents which may be necessary in or by law;
 - 18.1.5. on request, allow Tradin Cocoa or any other competent authority to review and audit all relevant documents, filings and production sites;
 - 18.1.6. not, and shall procure that none of its subcontractors and suppliers shall, buy Relevant Products outside the Territory.