



STANDARD TERMS AND CONDITIONS

1. Definitions

- 1.1. Supplier: anyone that entered into an Agreement with Tradin.
- 1.2. Agreement: the agreement made between Tradin and Supplier regarding the Products to be supplied by Supplier to Tradin, of which these Terms and Conditions form an inseparable part.
- 1.3. Parties: Tradin and Supplier jointly.
- 1.4. Party: Tradin or Supplier individually.
- 1.5. Products: the products and/or services of any nature to be supplied by Supplier to Tradin.
- 1.6. Tradin: **TRADIN ORGANIC AGRICULTURE B.V.** (also trading under the name: **TRADIN INGREDIENTS**), having its registered office in Huizen and having its place of business in (1012 AB) Amsterdam, at Stationsplein 51, as well as its subsidiaries and any party affiliated with Tradin;
- 1.7. Confidential Information: all information and data provided by Tradin or its advisors, regardless whether orally or in writing, and regardless of the manner in which such information is provided and regardless of the type of data carrier, including but not limited to technical, operational, organisational, financial, commercial and corporate information and including all information on (the (existence of) the Agreement and any draft documents exchanged between the Parties.
- 1.8. Terms and Conditions: these standard terms and conditions as they will apply from time to time.

2. Interpretation

- 2.1. The terms capitalised in these Terms and Conditions will have the meaning as defined in Article 1 of these Terms and Conditions.
- 2.2. Any words denoting the singular will be understood to include the plural and vice versa unless the plural or singular has explicitly been defined otherwise.
- 2.3. Any gender-related words are deemed to include all genders.
- 2.4. Words like 'include', 'inclusive of' or 'including' are used to indicate that the matters or items mentioned are not an exhaustive list of all matters or items to which reference is made.
- 2.5. The headings in these Terms and Conditions are for reference and convenience only and do not affect the interpretation of these Terms and Conditions.

3. Applicability of these Terms and Conditions

- 3.1. These Terms and Conditions apply to all offers, price quotes, legal relations and Agreements under which Supplier will supply Products to Tradin.

- 3.2. Any standard terms and conditions of Supplier are hereby explicitly dismissed.
- 3.3. Varying terms and conditions apply only if explicitly accepted by Tradin in writing and will apply only to the relevant Agreement(s).
- 3.4. These Terms and Conditions apply also to all Agreements with Tradin for whose execution third parties are or have been engaged.
- 3.5. These Terms and Conditions have been stipulated also for the benefit of the directors of Tradin and all its employees and will remain effective and be upheld if the directors and/or employees no longer work for Tradin.

4. Order of Precedence

- 4.1. 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 these Terms and Conditions. Also in the event of conflicts between these Terms and Conditions and the Agreement and/or in the event of obscurity the Agreement will prevail.

5. Changes and Additions

- 5.1. Tradin may always unilaterally make changes and/or additions to these Terms and Conditions if so required (in Tradin's opinion) by circumstances and/or changes in the law. Any new version will be available immediately on Tradin's website(s). Such new version will also be presented to Supplier for acceptance. If Supplier does not wish to commit to these changes and/or additions, Tradin has the right, but not the obligation, to terminate the Agreement pursuant to the provisions of article 25.2.1 of these Terms and Conditions without being required to pay Supplier any compensation, whatever named. Until then, the then applicable Terms and Conditions will apply. If Supplier does not accept the (new) Terms and Conditions and Tradin does not exercise its right to terminate the Agreement under article 25.2.1 of these Terms and Conditions, the (old) Terms and Conditions will remain in effect.
- 5.2. Supplier does not have the right to demand changes and/or additions to these Terms and Conditions and/or the Agreement(s) at law or otherwise and hereby waives its right to file any claims against Tradin in this respect.

6. Establishment of agreement

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

7. Risk

- 7.1. Unless agreed otherwise in writing, Supplier bears the risk for the Products, including the risk for the transport, loading and unloading of the Products, up to the moment that the Products have been explicitly accepted by Tradin.

8. Quality

- 8.1. Without prejudice to the statements or stipulations made in the Agreement and/or in the accompanying specifications, indications and descriptions, Supplier shall in any case guarantee with respect to the Products:
- 8.1.1. that such Products are entirely in agreement with the provisions or specifications made in the Agreement, for example with regard to the quantity, description, quality, origin, etc.;
 - 8.1.2. that – in case of organic certified Products – the Products are only organic in the sense of the Agreement if they have been qualified as such by a recognized certification body in the country of customs inward clearance;
 - 8.1.3. that, to the extent that samples or examples were shown or provided, the Products are identical to these samples or examples;
 - 8.1.4. that the samples or examples are representative of the batch;
 - 8.1.5. that they meet the applicable requirements with regard to use, yield, etc. agreed, indicated or defined in the Agreement and/or the specifications and qualities that are part of such an order; and
 - 8.1.6. that they are generally suitable for the purpose of use.
- 8.2. If the Agreement and/or the respective appendices refer to quality and/or other regulations that have not been attached to the Agreement, Supplier is expected to be acquainted with such regulations, and such regulations form part of Supplier's obligations under the Agreement.

9. Inspection and examination

- 9.1. Tradin is entitled, if it asks Supplier timely in advance, to carry out inspections and/or examinations of the Products to be delivered or any part thereof for its own account or to have them carried out, in which case Supplier is obliged to offer full cooperation for the inspections and/or examinations.
- 9.2. Tradin is entitled to perform analysis on samples and examples as required, prior to confirmation as mentioned in article 6.2 of these Terms and Conditions. Samples or examples provided by Supplier need to be taken in a representative way, and Supplier must avoid cross contamination, as per Tradin's guidance.
- 9.3. If Tradin so desires, Supplier undertakes to supply to Tradin an authenticated copy of the inspection results or the test report, whichever is applicable.
- 9.4. Tradin shall be entitled during normal working hours and on working days to visit the locations where Supplier produces or stores the Products. If necessary, Supplier shall provide a suitable room for the inspection or examination and any further cooperation required for this purpose.

- 9.5. Tradin has the right to give Supplier instructions to be observed for the production or storage of the Products purchased in as far as these instructions are in Tradin's opinion necessary to limit Tradin's risks during resale.
- 9.6. Without prejudice to the rights and legal means in accordance with the applicable law and in accordance with the Agreement, non-compliance by Supplier with the instructions given by Tradin are an imputable default of the obligations under the Agreement(s) with Tradin which justifies termination of the Agreement(s) by Tradin.
- 9.7. In the event of rejection of the Products, Tradin shall inform Supplier of this rejection. Tradin shall store or arrange for storage of the rejected Products at the risk and expense of Supplier. If Supplier has not taken back the Products within a period of fourteen (14) days after Tradin has informed Supplier that the Products delivered have been rejected, Tradin shall be entitled to store, sell or destroy the Products at the risk and expense of Supplier.

10. Packaging

- 10.1. Products to be supplied to Tradin must be properly packed in accordance with the applicable legislation, the Agreement and/or their nature and the use that is normally made of them.
- 10.2. Supplier shall accurately observe Tradin's instructions with regard to packaging, dispatch, preservation and marking.
- 10.3. Tradin is entitled to refuse, at Supplier's risk and expense, any dispatches that do not comply with the provisions of this article.

11. Delivery

- 11.1. Delivery will be made to the agreed place of delivery, on the agreed date and at the agreed time, by the provision by Supplier of the Products to Tradin.
- 11.2. Delivery terms stated by Supplier will always be firm dates (as referred to in article 6:83 of the Dutch Civil Code). In the event of excess of the stated delivery term, Tradin may, at its sole discretion, refuse (delivery of) the Products and/or payment.
- 11.3. As soon as Supplier is aware of the fact that the Products cannot be delivered in accordance with the Agreement, Supplier shall promptly notify Tradin thereof.
- 11.4. Unless otherwise stated in the Agreement, Supplier does not have the right to deliver the Products in instalments.
- 11.5. If Tradin is unable to take delivery of the Products at the agreed date or the agreed time, at Tradin's request Supplier shall (cause to) store the Products at Supplier's location, or at the location of one or several third parties to be accepted by Tradin. In such case, Tradin shall be obliged to compensate Supplier for the reasonable costs for storage of the Products.

12. Information

- 12.1. 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. If the Products are subject to customs and/or excise

duties and/or tax rules, Supplier must provide Tradin in time with all information and documents that Tradin needs to comply with such regulations and/or rules.

- 12.2. 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. Tradin has the right but is never under the obligation to check whether the information provided is correct and complete.

13. Transfer of ownership

- 13.1. All Products shall unconditionally become Tradin's property on delivery.
13.2. Supplier guarantees that unencumbered ownership of the Products is acquired by Tradin.
13.3. Supplier waives any right to invoke a retention of title.

14. Supplier's liability

- 14.1. Supplier shall be liable for any damage directly or indirectly caused by non-compliance, late compliance or inadequate compliance with any obligation under these Terms and Conditions and/or the Agreement on the part of Supplier and/or its employees and/or third parties instructed by Supplier and for any damage directly or indirectly caused by Supplier's failure to (timely) notify Tradin of a delay or that any other failing on the part of Supplier is to be expected. Damage includes damage due to injury and/or death and includes damage suffered by Tradin and/or any subsequent purchasers or users and/or any other third party.

15. Indemnification

- 15.1. Supplier shall indemnify Tradin against all third-party claims, for any reason whatsoever, for compensation of damage, costs or interest relating to the Products, caused by (the encumbrance of) the Products and/or following from the use of these Products, unless and to the extent that Supplier proves that the damage and/or loss was caused as a result of an act or omission on the part of Tradin, done either with the intent to cause that damage and/or loss or recklessly and with the knowledge that such damage and/or loss would probably result therefrom.

16. Obligation to replace

- 16.1. If requested so by Tradin, Supplier is obliged, for his account and without any costs for Tradin, to repair any shortcoming, damage or defect in the Products as soon as possible by replacing them with Products that are in conformity with the Agreement, notwithstanding Tradin's right to claim damages.
16.2. In the event that Supplier should fail to timely fulfil its obligation with regard to the replacement or fails to do so properly, or in case of (what Tradin feels are) urgent cases, Tradin is entitled to take due action or cause one or more third parties to take action for the account of Supplier, without Supplier being discharged from any of its obligations under the Agreement and notwithstanding Tradin's right to claim damages.

17. Processing of Tradin's products

- 17.1. If Tradin provides products to Supplier to be processed or to be combined or mixed with products that are not Tradin's property, then Tradin's products shall remain Tradin's property, respectively the products developed through processing, combining or mixing shall be Tradin's property and Supplier shall retain these products in such manner that they can be clearly recognized and identified as Tradin's property.
- 17.2. Supplier is not entitled to transfer or encumber the products referred to in article 17.1 of these Terms and Conditions or to provide them to any third parties. Supplier furthermore cannot subject these products to a security right and shall not be entitled to (cause to) process such products, or to combine or mix them with other products, or to take such action with regard to those products that they become a part or element of one or several products that are not Tradin's property.
- 17.3. Notwithstanding Supplier's liability as set out in these Terms and Conditions, Supplier bears full responsibility for any damage caused to the products referred to in this article 17, as well as for any damage directly or indirectly caused by such products. Supplier is obliged for his own account to be adequately insured with regard to the liability referred to this article 17.

18. Statutory regulations

- 18.1. Supplier guarantees that the composition, capacity, packaging and quality of the Products, as well as the use of the Products, 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 they were produced, in the place of loading or in another place where they stayed during the journey, in the country where Supplier is based, in the place of delivery and/or at the final destination of the Products.

19. Price and payment

- 19.1. The purchase price to be paid by Tradin shall be expressed in euros or in another currency to be agreed upon with Tradin. Supplier shall not be entitled to amend the prices agreed upon.
- 19.2. Save if explicitly otherwise stipulated in the Agreement, the agreed price shall be the full price for the Products to be delivered, including the costs of packaging, transport, insurance and delivery at the location(s) indicated by Tradin.
- 19.3. Tradin shall pay Supplier's invoices within sixty (60) days after the receipt of the Supplier's invoice, unless otherwise agreed in writing.
- 19.4. Not in any way does payment by Tradin constitute a renunciation of any right.
- 19.5. Tradin shall be entitled to offset the amounts due to Supplier against any amounts Supplier is due to Tradin. Supplier shall have no right to set off, suspension and/or deduction.

20. Intellectual property rights

- 20.1. All intellectual property rights, including patent rights, design rights, copyrights, neighbouring rights, database rights, trademark rights, trade name rights and knowhow generated during or after expiry of the Agreement, in the Netherlands or elsewhere, vest in Tradin exclusively.
- 20.2. To the extent that any intellectual property right does not vest in Tradin by operation of the law, Supplier undertakes to transfer such right to Tradin at the latter's first request and Supplier hereby already transfers such rights to Tradin in advance, which transfer is hereby accepted by Tradin in advance.
- 20.3. Supplier guarantees that the Products delivered in no way violate any third-party intellectual property rights.

21. Tradin's liability

- 21.1. Tradin will never be liable for any indirect loss or damage including but not limited to loss of profits and/or immaterial loss or damage.
- 21.2. Tradin will not be liable for direct loss or damage unless Supplier proves that the loss or damage was caused by fault or negligence on Tradin's part.
- 21.3. Tradin's liability for direct loss or damage will always be limited to the amount paid by Tradin's liability insurance in that particular case increased by the excess. A copy of the applicable policy terms will be provided on request.
- 21.4. The above limitations do not apply if the direct loss or damage was caused by intent or deliberate recklessness on Tradin's part.
- 21.5. If Supplier files a claim against Tradin outside the Agreement for any loss or damage arisen in the execution of the Agreement and/or for the loss of the Product in whole or in part, Tradin's liability will also be limited to the liability under these Terms and Conditions.
- 21.6. If Tradin derives a defence against Supplier from the Agreement to shield from liability for acts of third parties or subordinates third parties may also use this defence as if they were party to the Agreement if they are held liable by Supplier for such actions.
- 21.7. All claims against Tradin must be submitted to the competent court within twelve (12) months after Supplier has become or reasonably should have become aware of the direct loss or damage, failing which any right to such loss or damages shall be expired.

22. Security

- 22.1. At Tradin's request, Supplier shall undertake to provide adequate security for compliance with its obligations.
- 22.2. If at Tradin's discretion Supplier is unable to show evidence or inadequate evidence of the requested security, Tradin shall be entitled to terminate the Agreement(s) either entirely or partially, without incurring any liability for costs and/or damage.

23. Force Majeure

- 23.1. Force Majeure events are all circumstances that Tradin could not reasonably prevent and/or avoid and the consequences of which Tradin could not reasonably prevent, including but not limited to Tradin's inability to comply with its contractual obligations because a supplier of Tradin did not comply with its (contractual) obligations and/or did not comply in full,

and/or correctly, and/or in time, as well as the unavailability of transport, machine defects, shortages of Products and/or raw materials due to storms, frost, epidemics or pandemics, lightning strikes, natural disasters, strikes, riots and other calamities as well as any other circumstance that will make it reasonably impossible for Tradin or its suppliers to comply as agreed.

- 23.2. In the event of Force Majeure the Agreement will remain effective – without prejudice to article 25.2.5 of these Terms and Conditions – but Tradin's obligations will be suspended for the duration of the Force Majeure event.
- 23.3. Tradin will never be liable for any loss or damage caused by the Force Majeure event.

24. Suspension

- 24.1. Tradin has the right to suspend compliance with its obligations if:
 - 24.1.1. Supplier does not comply with an obligation under the Agreement(s) and/or these Terms and Conditions, or not in time and/or not in full;
 - 24.1.2. After entering into the Agreement(s) circumstances that have come to Tradin's notice are valid grounds to fear that Supplier will not comply with (part of) its obligations; and/or
 - 24.1.3. Supplier (upon entering into the Agreement) has been asked to provide security for fulfilment of its obligations under the Agreement and has failed to do so or has provided insufficient security.
- 24.2. If Tradin suspends compliance with its obligations, it will retain its rights under the Agreement(s) and these Terms and Conditions.
- 24.3. Tradin will always retain the right to demand (additional) compensation.

25. Termination

- 25.1. Tradin may terminate an Agreement with Supplier at all times, by a written notice, with due observance of a notice period of two (2) weeks, unless the Parties explicitly agree otherwise, without stating reasons and without Tradin being required to pay Supplier any compensation or damages.
- 25.2. In deviation from paragraph 1 of this article 25, Tradin 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:
 - 25.2.1. Tradin has the right to do so under these Terms and Conditions and/or the Agreement(s);
 - 25.2.2. 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;
 - 25.2.3. 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;
 - 25.2.4. Supplier fails to fulfill an obligation under any Agreement and/or these Terms and Conditions and has not remedied such failure within seven (7) days;
 - 25.2.5. A Force Majeure event occurs as defined in Article 23 of these Terms and Conditions and that event exceeds thirty (30) days;

- 25.2.6. Supplier is bankrupt, has been granted (provisional) suspension of payments or has been wound up, or has filed a petition to that effect or has entered into a composition with its creditors to avoid the same;
- 25.2.7. Supplier discontinues its business or sells a significant part (30%), or if Supplier sells, leases or encumbers a substantial part (30%) of its assets;
- 25.2.8. In Tradin's opinion facts or circumstances have occurred that could reasonably have a material effect on Supplier and/or its affiliated undertakings;
- 25.2.9. In Tradin's opinion facts or circumstances have occurred that could reasonably have a material effect on a security provided by Supplier;
- 25.2.10. Any circumstance has occurred that could hinder or limit Supplier in any way whatsoever in fulfilling any obligation under an Agreement; and/or
- 25.2.11. Executory attachment is levied against Supplier.
- 25.3. Supplier undertakes to notify Tradin immediately in writing if one (1) or more of the circumstances as set out in article 25.2 of these Terms and Conditions arise.
- 25.4. Supplier will never have the right to terminate the Agreement prematurely.

26. Consequences of Termination

- 26.1. Upon termination of the Agreement all Tradin's claim against Supplier will be immediately due and payable.
- 26.2. When giving notice of termination in accordance with the provisions of clause 25.2 of these Terms and Conditions, Tradin 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 owing Supplier any compensation.
- 26.3. In the event of termination by Tradin pursuant to 25.2 of these Terms and Conditions, Supplier will be liable for all current and future loss and damage sustained by Tradin as a result, including at any rate all (instalment) claims under any agreement that are not yet due and payable, with the exception of termination pursuant to the provisions of article 25.2.5 of these Terms and Conditions.
- 26.4. After termination of the Agreement article 27 (*Confidentiality*), 34.3 (*Governing law*) and 34.5 (*Jurisdiction*) of these Terms and Conditions will remain fully effective.

27. Confidentiality

- 27.1. Supplier may not disclose Confidential Information to third parties in any manner or form whatsoever, directly or indirectly, regardless whether the Confidential Information is provided with a notice showing the confidentiality or proprietorship of the Confidential Information and regardless of the manner in which the Confidential Information has come to the Supplier's notice.
- 27.2. If required by law to disclose Confidential Information, Supplier will consult with Tradin at the earliest possible stage before disclosing such information to third parties.
- 27.3. Upon breach of the duty of confidentiality contained in this Article 26.4 Supplier will forfeit to Tradin an immediately payable penalty of EUR 100,000 for each incident of breach, without Tradin's right to demand additional compensation as well as the costs of recovery. Tradin

furthermore has the right to demand compensation in full in lieu of the penalty and any additional compensation. In that case Tradin will also demand the costs of recovery.

28. EUDR

- 28.1. 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, articles 29 to 33 below also apply.

29. Product Requirements

- 29.1. Tradin will only purchase Relevant Products from Supplier if:
- 29.1.1. 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
 - 29.1.2. 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).
- 29.2. If a Relevant Product, or part thereof (no matter how small), does not meet any of the requirements mentioned under clause 29.1 of these Conditions (the '**Requirements**'), such Relevant Product will be deemed non-compliant (an '**Ineligible Product**'), and Tradin will be entitled to terminate any Agreement relating to such an Ineligible Product with immediate effect.

30. Obligations of Supplier

- 30.1. Before any Agreement is concluded, Supplier will review the Regulation, appoint a staff member responsible for EUDR compliance and will register itself on the Osapiens Supplier Portal as per Tradin's guidance as published on Tradin's website (www.Tradin.com). Once registered, Supplier will upload, 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.
- 30.2. If the Territory as uploaded changes after the Agreement has been concluded (a '**New Territory**'), Supplier will immediately inform Tradin about the Location of such New Territory. If the New Territory does not meet the Requirements, clause 29.2 of these Conditions applies.
- 30.3. Immediately after the Relevant Products have been produced by Supplier, Supplier shall inform Tradin in writing about the date and/or time range of production.

31. Reps and Warranties

- 31.1. 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:
- 31.1.1. All Relevant Products have been produced within the Territory as specified by Supplier.

- 31.1.2. The Territories are located at the Locations.
- 31.1.3. The Territories are deforestation-free as mentioned in clause 29.1 of these Conditions.
- 31.1.4. All Relevant Products have been produced in accordance with the relevant legislation of the country of production (as defined in the Regulation).
- 31.1.5. 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.
- 31.1.6. 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.
- 31.1.7. It is not aware of being in default in respect of any applicable law.

32. Repurchase

- 32.1. 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 to Supplier. All (transport) costs relating to each repurchase shall be for the account of Supplier.

33. Covenants

- 33.1. The Supplier undertakes that it shall:
 - 33.1.1. immediately notify Tradin of any New Territory, any Ineligible Product, or of any breach of any of the representations and warranties;
 - 33.1.2. sign such documents as may be reasonably required by Tradin to give effect to the Agreement and the sale and delivery of Relevant Products;
 - 33.1.3. provide all documents and information available relating to or in connection with the Agreement and/or the Relevant Products;
 - 33.1.4. 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;
 - 33.1.5. on request, allow Tradin or any other competent authority to review and audit all relevant documents, filings and production sites;
 - 33.1.6. not, and shall procure that none of its subcontractors shall, buy Relevant Products outside the Territory.

34. Final Provisions

- 34.1. If any provision of these Terms and Conditions is null and void or voidable, the other provisions of these Terms and Conditions will remain effective, to the extent that given the purport and objective of these Terms and Conditions, those other provisions are not inseparably connected to the invalid provision. The Parties will make every effort to reach

agreement on a new provision that given the purport and objective of these Terms and Conditions varies as little as possible from the invalid provision and approximates the intention of the Parties at the time of conclusion of the Agreement as closely as possible.

- 34.2. Supplier may transfer its rights or obligations under the Agreement or one (1) or more of those rights or obligations to a third party or have a third party assume the same, only with Tradin's prior written consent. Tradin may attach conditions to its consent.
- 34.3. These Terms and Conditions and all Agreements are governed exclusively by Dutch law and should be interpreted in accordance with Dutch law, without regard to any conflicts-of-law rules of Dutch private international law.
- 34.4. The Parties hereby exclude the applicability of the Vienna Sales Convention (the United Nations Convention on Contracts for the International Sale of Goods, Vienna, 11 April 1980).
- 34.5. 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 dispute will be submitted to the exclusive jurisdiction of the Court of Amsterdam.
