

Spice United Europe B.V.

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GENERAL TERMS AND CONDITIONS OF SPICE UNITED EUROPE B.V.

These general terms and conditions are used by Spice United Europe B.V., with its registered office in Breda. These general terms and conditions can be viewed at www.spiceunited.nl

Article 1 General Provisions

1.1 These general terms and conditions apply to all orders, quotations, services, orders and agreements of Spice United Europe B.V. (hereinafter: "Spice United") to and with customers (hereinafter: "Customers"). A Customer is any natural or legal person who issues an instruction to, places an order with or enters into an agreement with Spice United. These general terms and conditions also apply to natural or legal persons designated by Spice United, as well as to the (group) companies belonging to this company within the meaning of Article 2:24b of the Dutch Civil Code. Spice United is the user of these general terms and conditions.

1.2 These general terms and conditions are also stipulated for the benefit of any third party who, whether or not in an employment relationship, is engaged in the performance of an offer, order or the contract, or who is or may be liable in connection therewith.

1.3 Deviations from these general terms and conditions are only valid if they have been expressly agreed in writing between Spice United and the Customer.

1.4 The applicability of any purchasing or other terms and conditions of the Customer is expressly rejected.

1.5 If and when it is established that one or more provisions in these general terms and conditions are invalid, void or have been lawfully set aside, the remaining provisions of these terms and conditions shall remain in full force and effect, and the parties shall replace the invalid, void or set-aside provisions with provisions that, as far as possible, correspond to the invalid, void or set-aside provisions in terms of their purpose and effect.

1.6 Any failure by Spice United at any time to require compliance with one or more provisions of the agreement, including the provisions in these general terms and conditions, shall not affect Spice United's rights to demand compliance from the Customer at a later date.

1.7 These general terms and conditions, or at least one or more specific clauses thereof, shall not apply if and to the extent that the agreement between Spice United and the Customer deviates from them.

1.8 In the event of any conflict between these general terms and conditions and an offer or quotation received by the Customer, an order placed or an agreement entered into, the provisions of the offer, quotation, order or agreement shall prevail.

1.9 Spice United is entitled to amend these general terms and conditions unilaterally. In such cases, Spice United shall notify the Customer of the amendments in good time. There shall be a period of at least one month between such notification and the entry into force of the amended terms and conditions.

1.10 Any Customer with whom a contract has been entered into on the basis of these terms and conditions hereby agrees to the applicability of these general terms and conditions to any subsequent offers, quotations, orders or agreements between Spice United and the Customer.

1.11 These general terms and conditions are available in both Dutch and English. In the event of any discrepancy in interpretation between the different versions, the Dutch text shall prevail.

Article 2 Offers, conclusion and amendment of the contract

2.1 All offers and quotations issued by Spice United to the Customer are non-binding and remain valid for the period stated in the offer or quotation, or for a maximum of 4 weeks. In the event of shorter validity periods for offers or quotations, or in the case of products or raw materials for which suppliers operate on a daily pricing basis, any price changes will be passed on. Any deviation from the offer or quotation accepted by the Customer shall be regarded as a new offer and not as an acceptance of the original offer or quotation. Spice United shall not be bound by such a deviating offer or quotation unless it is expressly accepted by Spice United.

2.2 The order or contract is concluded upon the Customer's signature or acceptance of the offer, quotation, order confirmation or contract, or upon the Customer's confirmation that the offer, quotation or order is accepted, or at the latest when Spice United, at the Customer's request, has commenced performance of the order or contract.

2.3 Work, products or raw materials not specified in the offer, quotation, order or contract shall not be carried out, supplied or processed.

2.4 If an order is placed or a contract is concluded by two or more Customers, they shall be jointly and severally liable and Spice United shall be entitled to claim against each of them.

2.5 Spice United shall at all times be authorised and entitled to have the order or contract performed, in whole or in part, by third parties. Spice United is authorised to accept, on behalf of the Customer, any terms and conditions that apply to the relationship between itself and the third party or that are stipulated for the third party.

Article 3 Delivery and Performance

3.1 All deliveries by Spice United shall be made as specified in Spice United's offer, quotation or contract.

3.2 The products shall meet the quality requirements set by Spice United. Spice United shall ensure that the quality of the product has been tested in an accredited laboratory and may supply the products accompanied by an analysis report.

3.3 The delivery times and/or deadlines stated are indicative and do not constitute strict deadlines. Exceeding these does not entitle the Customer to terminate the contract or claim compensation.

3.4 In the event of late delivery, the Customer must give Spice United written notice of default and set a reasonable period of at least 30 days for it to fulfil its obligations.

3.5 If the commencement or progress of the order is delayed due to circumstances beyond Spice United's control, Spice United may postpone the originally scheduled delivery date. In such cases, Spice United shall not be liable for any delay in the delivery of the ordered products.

3.6 As the purchaser, the Customer is obliged to take delivery of the purchased products at the time they are delivered or at the time they are made available to the Customer in accordance with the quotation, order or contract. If the Customer fails to take delivery of the purchased products (on time), Spice United will store the products for a certain period until they can be delivered to the Customer. The costs of storage and insurance will be charged to the Customer.

3.7 In the case of partial deliveries, Spice United is entitled to invoice the partial deliveries in instalments.

Article 4 Retention of title

4.1 All delivered products remain the property of Spice United until the Customer has fully met its payment obligations, including any additional costs and interim price increases.

4.2 The Customer must refrain from any action that would prejudice the aforementioned retention of title, such as creating a charge, transferring ownership to a third party, selling the goods or incorporating them into another product.

4.3 If third parties attach products supplied subject to retention of title, or seek to establish or assert rights over them, the Customer is obliged to inform Spice United of this as soon as possible.

4.4 The Customer undertakes to take due care to safeguard the products supplied by Spice United, to mark them as the property of Spice United, to keep them separate from other (similar) products, and to keep them insured until full payment has been made to Spice United.

Article 5 Prices and payment

5.1 All prices quoted by Spice United are exclusive of VAT and other government-imposed levies, unless expressly stated otherwise. Payments must be made inclusive of VAT and/or other levies.

5.2 The prices apply only to the products and/or services specified in the offer, quotation, order or contract. Any additional products supplied and/or services provided by Spice United will be invoiced separately at the prices applicable on the day of delivery or provision of the service.

5.3 Prices quoted by Spice United are based on the purchase prices, taxes and other such factors applicable at the time of quotation. If, after the provision of the offer, quotation or order, or the

conclusion of the contract, one or more of the aforementioned factors change, Spice United is entitled to amend the agreed price.

5.4 All invoices shall be paid by the Customer in accordance with the agreed terms of payment stated on the invoice. In the absence of such terms, the Customer must pay within 30 days of the invoice date.

5.5 If the Customer fails to pay the amounts due within the agreed period, the Customer shall be in default by operation of law and, without prejudice to its other obligations, shall owe statutory (commercial) interest on the outstanding amount.

5.6 Costs of debt recovery, whether judicial or extrajudicial, shall be borne by the Customer, subject to a minimum charge of €250.

5.7 Payments made by the Customer shall always be applied, firstly, to settle all interest and costs due and, secondly, to settle the longest-outstanding invoices that are due and payable.

Article 6 Defects, complaint periods

6.1 The Customer must inspect the delivered products, or have them inspected, for quantity and quality upon delivery or as soon as possible thereafter. In doing so, the Customer must verify whether the delivery complies with the offer, quotation, order or contract.

6.2 The Customer must report any defect to Spice United in writing within two working days of delivery, providing a clear description of the defect found; failing this, Spice United shall no longer be obliged to consider the complaint.

6.3 Even if the Customer lodges a complaint in good time, the Customer's (payment) obligations shall not be suspended.

6.4 In the event of a justified complaint, Spice United is entitled to decide whether to replace the delivered products to which the complaint relates or to take them back and terminate the contract.

6.5 Products may only be returned with the prior written consent of Spice United.

6.6 If the Customer objects to an invoice, they must lodge a written complaint no later than 8 days after the invoice date; failing which, any claim the Customer may have against Spice United shall lapse.

6.7 Following a valid complaint, Spice United shall fulfil its obligations without delay. Should fulfilment no longer be possible, Spice United shall be liable for a maximum of the invoice amount for the delivery in question.

Article 7 Termination and cancellation

7.1 Spice United may, without being liable for any compensation as a result, terminate its agreement with the Customer in whole or in part in writing with immediate effect and without judicial intervention if:

a. the Customer applies for a moratorium on payments or bankruptcy, is declared bankrupt, offers a composition agreement outside of bankruptcy proceedings, or any part of its assets is seized;

terminate the contract with the Customer in whole or in part if:

- a. the Customer applies for a moratorium on payments or for bankruptcy, or is declared bankrupt, or offers a composition out of bankruptcy, or any part of its assets is seized;
- b. the Customer is placed under administration or guardianship;
- c. a statutory debt restructuring scheme is ordered in respect of the Customer;
- d. the Customer ceases its activities, ceases to pursue its statutory purpose, resolves to wind up, otherwise loses its legal personality, or transfers or merges its business;
- e. the Customer fails to fulfil, or fails to fulfil in a timely or proper manner, one or more obligations arising from the relevant agreement.

7.2 Upon termination, all mutual claims shall become immediately due and payable.

7.3 The provisions of the preceding paragraph shall not affect the other rights to which Spice United is entitled in the event of a breach of contract by the Customer, such as the right to claim damages and/or specific performance of the agreement.

Article 8 Force majeure

8.1 If, as a result of force majeure – which is understood to mean a circumstance that prevents the fulfilment of the order or the performance of the contract and for which Spice United is not responsible, or if performance by Spice United is not possible without breach of contract – Spice United has the right to terminate the contract in whole or in part, or to temporarily suspend the performance of the contract, without being liable for any compensation.

8.2 Force majeure shall in any event, but not exclusively, include: government measures, a pandemic, strikes, operational disruptions, staff illness, civil unrest and/or wars, whether these occur at Spice United or at its suppliers.

8.3 Spice United is entitled to suspend the performance of its obligations for the duration of a force majeure situation. If the period of force majeure lasts longer than 2 months, both parties are entitled to terminate the agreement. No right to compensation arises.

8.4 If Spice United has already partially fulfilled its obligations prior to the occurrence of force majeure, or will only be able to partially fulfil its obligations as a result of the occurrence of force majeure, it is entitled to invoice the part already delivered or the deliverable part separately, and the Customer is obliged to pay this invoice as if it were a separate agreement.

Article 9 Limitation of liability

9.1 Without prejudice to the other exemptions set out in these general terms and conditions, and except in the event of wilful misconduct or gross negligence on the part of Spice United or its directors, any liability on the part of Spice United towards the Customer, on whatever grounds or in respect of whatever matter, limited to the amount paid out in the relevant case under Spice United's liability insurance, plus the excess.

9.2 If, for whatever reason, the insurance does not provide cover, or if the damage in question is not covered by insurance, Spice United's liability shall be limited to an amount equal to the invoice

amount (excluding VAT) charged to the Customer pursuant to the order or the agreement in respect of which Spice United has been held liable.

9.3 Spice United's liability for indirect damage, including consequential damage, loss of profit, and delays in the production or delivery of goods, is excluded at all times.

9.4 Any liability on the part of Spice United shall lapse one year after the damage first arose, on the understanding that any liability on the part of Spice United shall in any event lapse one year after the order or contract has been fulfilled by Spice United.

9.5 The Customer shall indemnify Spice United against any claims by third parties arising from damage incurred in the performance of an order or contract for the Customer, for which Spice United is not liable pursuant to the provisions of this Article 9 or other provisions of these general terms and conditions.

9.6 Without prejudice to the foregoing, any terms limiting, excluding or defining liability which may be invoked against Spice United by third parties may also be invoked by Spice United against the Customer. Where Spice United has engaged third parties in the performance of the order or contract, the Customer may never assert any more rights against Spice United than Spice United can assert against the third parties in question.

Article 10 Disputes and applicable law

10.1 All offers, quotations, orders and agreements, and their performance, are governed by Dutch law.

10.2 Any disputes arising from or in connection with the order or agreement concluded between the parties shall be settled by the competent court of the District Court of Overijssel, sitting in Zwolle, or at least by the court having jurisdiction under the law.

November 2025