

General purchase terms and conditions.

This Article shall apply to all purchases made by ****Vita-Verde B.V., Green-Ova B.V., Grecfresh B.V. and JNV Produce B.V.**** (hereinafter jointly and individually referred to as the ****"Buyer"****).

1. The Client/Supplier warrants that all Products supplied fully comply with the agreed specifications, applicable laws and regulations, including all applicable European Union food safety legislation, customer specifications and industry standards. The Products shall be of merchantable quality, fit for their intended purpose and free from defects, contamination, foreign materials, harmful substances and any other non-conformities.
2. The Client/Supplier shall be solely responsible for the conformity, safety and legal compliance of the Products and shall fully indemnify and hold the Buyer harmless against ****any and all claims, demands, actions, proceedings, investigations, fines, penalties or liabilities**** brought by customers, consumers, governmental authorities, insurers, logistics providers or any other third party arising directly or indirectly out of or in connection with the Products supplied.
3. In the event that any customer, governmental authority or other third party raises a complaint, claim or investigation concerning the quality, conformity, food safety, packaging, labelling, quantity, shelf life, traceability or any actual or alleged defect relating to the Products, the Buyer shall be entitled, at its sole discretion, to suspend payment, withhold payment, reject the Products, suspend further deliveries and/or retain any outstanding purchase price until the matter has been fully investigated and finally resolved.
4. Where a complaint or claim is substantiated, or where the Buyer reasonably settles, compromises or compensates such complaint in order to protect its commercial interests, customer relationships, reputation or to mitigate further damages, the Buyer shall be entitled to unilaterally reduce or revise the purchase price in proportion to all financial consequences arising therefrom.
5. The Supplier shall reimburse and indemnify the Buyer for ****all losses, damages, liabilities, costs and expenses****, whether direct, indirect or consequential, including but not limited to customer credits, rebates, compensation payments, recalls, market withdrawals, product destruction, repacking, sorting, inspections, laboratory analyses, transport costs, storage costs, handling costs, administrative expenses, legal fees, expert costs, insurance deductibles, lost profits, loss of goodwill and any other foreseeable commercial losses.
6. Any compensation, credit note or settlement made by the Buyer in good faith with a customer or third party in order to preserve commercial relations or limit damages shall constitute sufficient evidence of the Buyer's loss and shall be recoverable from the Client/Supplier unless the Client/Supplier proves that the claim was manifestly unfounded.
7. The Buyer shall be entitled, without prior notice, judicial intervention or consent of the Client/Supplier, to set off any amount owed by the Client/Supplier against any amount payable by the Buyer under any present or future agreement between the parties.
8. The burden of proving that the Products fully complied with the agreement, specifications, applicable legislation and food safety requirements at the time of delivery shall rest exclusively with the Client/Supplier.

9. Inspection, acceptance, storage, resale, processing or payment of the Products by the Buyer shall never constitute acceptance of any defect nor a waiver of any contractual or statutory rights or remedies.

10. The Client/Supplier shall maintain adequate ****Product Liability Insurance**** and ****Product Recall Insurance**** with financially sound insurers and shall provide valid certificates of insurance to the Buyer upon first request. Such insurance shall not limit or reduce the Supplier's contractual liability.

11. The Client/Supplier shall bear all costs relating to any voluntary or mandatory product recall, withdrawal from the market, food safety incident or governmental enforcement action relating to the Products supplied.

12. Any limitation or exclusion of liability contained in the Client/Supplier's own general terms and conditions shall not apply to claims relating to defective Products, non-conformity, food safety incidents, fraud, willful misconduct, gross negligence or third-party claims. In the event of any conflict between these General Terms and Conditions and those of the Client/Supplier, these General Terms and Conditions of the Buyer shall prevail.

13. The Buyer reserves the right to recover from the Client/Supplier the full amount of all damages suffered, irrespective of whether such damages exceed the purchase price of the Products supplied.

14. The rights and remedies contained in this Article are cumulative and shall be in addition to, and not in substitution for, any rights available to the Buyer under Dutch law or any applicable international legislation.

15. The provisions of this Article shall survive termination, completion or expiration of any agreement and shall remain fully binding upon the Client/Supplier for the maximum period permitted under applicable law until all claims have been finally settled.