

General Terms and Conditions of Fries & Writers B.V.

Fries & Writers B.V., a private limited liability company (hereinafter referred to as "Fries & Writers"), is registered with the Chamber of Commerce under number 84963417 and registered at Buitenveldertselaan 96c (1081AB) in AMSTERDAM.

Article 1 – Definitions

1. In these general terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise:
2. Offer: Any written offer to Buyer for the delivery of Products by Seller, which is indissolubly linked to these terms and conditions.
3. Company: The natural or legal person acting in the exercise of a profession or business.
4. Buyer: The Company that enters into a (distance) agreement with Seller.
5. Agreement: The (distance) purchase agreement which aims at the sale and delivery of Products purchased by Buyer from Fries & Writers.
6. Products: The Products offered by Fries & Writers are frozen ready-to-eat meals delivered in heating meal container(s).
7. Seller: The supplier of Products to Buyer, hereinafter referred to as Fries & Writers.

Article 2 – Applicability

1. These general terms and conditions apply to any Offer made by Fries & Writers, any Agreement between Fries & Writers and a Buyer, and any Product offered by Fries & Writers.
2. Before a (distance) Agreement is concluded, Buyer is provided with these general terms and conditions. If this is not reasonably possible, Fries & Writers will inform Buyer how to view the general terms and conditions, which are in any case published on the Fries & Writers website, so that Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations, these general terms and conditions may be deviated from if explicitly and in writing agreed with Fries & Writers.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with Buyer. Any general and/or purchasing terms and conditions of Buyer are explicitly rejected.
5. If one or more provisions of these general terms and conditions are partially or wholly null and void or are annulled, the remaining provisions of these general terms

and conditions remain in force and the null and void/annulled provision(s) will be replaced by a provision with the same purport as the original provision.

6. Ambiguities about the content, interpretation, or situations not regulated in these general terms and conditions shall be judged and interpreted in accordance with the spirit of these general terms and conditions.

7. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and to the extent applicable.

Article 3 - The Offer

1. All offers made by Fries & Writers are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or subject to specific conditions, this is explicitly stated in the offer. There is only an Offer if it is recorded in writing.

2. The Offer made by Fries & Writers is without obligation. Fries & Writers is only bound to the Offer if the acceptance thereof by Buyer is confirmed in writing within 30 days or if Buyer has already paid the due amount. Nevertheless, Fries & Writers has the right to refuse an Agreement with a potential Buyer for a valid reason for Fries & Writers.

3. The Offer contains an accurate description of the offered Product with corresponding prices. The description is detailed enough so that Buyer can make a proper assessment of the Offer. Obvious mistakes or errors in the Offer do not bind Fries & Writers. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or termination of the (distance) Agreement. Fries & Writers cannot guarantee that the colors in the image exactly match the colors of the Products.

4. Delivery times and deadlines mentioned in the Offer of Fries & Writers are indicative and do not entitle the Buyer to termination or compensation in case of exceeding them, unless expressly agreed otherwise.

5. A composite quotation does not oblige Fries & Writers to deliver part of the goods included in the offer or Offer at a proportionate price.

6. If and to the extent that an offer is made, this does not automatically apply to subsequent orders. Offers are only valid while supplies last and according to the first-come, first-served principle.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment the Buyer has accepted an Offer from Fries & Writers in writing.

2. If the Buyer has accepted the Offer by concluding an Agreement with Fries & Writers, Fries & Writers will confirm the Agreement with the Buyer in writing, at least by e-mail.
3. If the acceptance deviates (on minor points) from the Offer, Fries & Writers is not bound by it.
4. Fries & Writers is not obliged to an Offer if the Buyer could reasonably have expected or should have understood or ought to have understood that the Offer contained an obvious mistake or error. The Buyer cannot derive any rights from this mistake or error.
5. The right of withdrawal is excluded for the Buyer being a Company. In addition, the right of withdrawal is excluded with regard to Products that can spoil. This is expressly stated in the Offer.

Article 5 - Performance of the Agreement

1. Fries & Writers will carry out the Agreement to the best of its knowledge and ability.
2. If and to the extent that proper performance of the Agreement requires it, Fries & Writers has the right to have certain activities carried out by third parties at its own discretion.
3. The Buyer ensures that all data that Fries & Writers indicates is necessary or that the Buyer reasonably understands is necessary for the performance of the Agreement is provided to Fries & Writers in a timely manner. If the data necessary for the performance of the Agreement has not been provided to Fries & Writers in a timely manner, Fries & Writers has the right to suspend the performance of the Agreement.
4. In carrying out the Agreement, Fries & Writers is not obliged or required to follow the instructions of the Buyer if this would change the content or scope of the Agreement. If the instructions result in additional work for Fries & Writers, the Buyer is obliged to reimburse the additional or incidental costs accordingly.
5. Fries & Writers is not liable for any damages, of any nature whatsoever, that have arisen because Fries & Writers has relied on incorrect and/or incomplete data provided by the Buyer, unless this inaccuracy or incompleteness was known to Fries & Writers.
6. The Buyer indemnifies Fries & Writers against any claims by third parties who suffer damage in connection with the performance of the Agreement and which are attributable to the Buyer.

Article 6 – Delivery

1. The Products must be transported at the Buyer's own expense and risk from the location/warehouse of the Seller to the Buyer.

2. If the start, progress, or delivery of the Agreement is delayed because, for example, the Buyer has not provided all requested information in a timely manner, has not provided sufficient cooperation, has not made the (partial) payment to Fries & Writers on time, or if there is any delay due to other circumstances beyond the control of Fries & Writers, Fries & Writers is entitled to a reasonable extension of the delivery period. All agreed delivery periods are never deadlines. The Buyer must give written notice of default to Fries & Writers and allow a reasonable period for delivery. The Buyer has no right to any compensation for the resulting delay.
3. The Buyer is obliged to take delivery of the goods at the time they are made available to him according to the Agreement (time of delivery), even if they are offered earlier or later than agreed.
4. If the Buyer refuses to accept delivery or fails to provide information or instructions necessary for the delivery, Fries & Writers is entitled to store the goods at the expense and risk of the Buyer.
5. If Fries & Writers requires data from the Buyer in the context of the execution of the Agreement, the delivery time will only commence after the Buyer has provided all the data necessary for the execution to Fries & Writers.
6. If Fries & Writers has specified a delivery period, this is indicative.
7. Fries & Writers is entitled to deliver the goods in parts, unless this has been deviated from in the Agreement or the partial delivery has no independent value. Fries & Writers is entitled to invoice the items delivered separately.
8. Fries & Writers reserves the right to refuse delivery if there is reasonable fear of non-payment.

Article 7 - Packaging and transport

1. Fries & Writers undertakes to package and secure the goods to be delivered properly in such a way that they reach their destination in good condition under normal use.
2. Acceptance of goods at pick-up without comment on the delivery note serves as proof that the packaging was in good condition at the time of delivery.

Article 8 – Prices

1. During the validity of the Offer, the prices of the offered Products will not be increased, except in case of changes in VAT rates.
2. The prices stated in the Offer are inclusive of VAT, unless expressly stated otherwise.

3. The prices as stated in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. If there are price fluctuations on the financial market for products or raw materials over which Fries & Writers has no influence, Fries & Writers may offer these Products with variable prices. The Offer will state that the prices are indicative and subject to change.

Article 9 - Payment and collection policy

1. Payment must be made within 14 days after invoicing in the currency in which the invoice was made, via the indicated method.
2. The Buyer cannot derive any rights or expectations from a previously issued budget, unless expressly agreed otherwise by the parties.
3. The Buyer must pay in full to the account number and details of Fries & Writers made known to him. The parties may only agree on a different payment term after explicit and written consent from Fries & Writers.
4. If a periodic payment obligation of the Buyer has been agreed, Fries & Writers is entitled to adjust the applicable prices and rates in writing with due observance of a notice period of 3 months.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment by Buyer, Fries & Writers' claims against the Buyer are immediately due and payable.
6. Fries & Writers has the right to apply the payments made by the Buyer in the first place to reduce the costs, then to reduce the open interest and finally to reduce the principal and the ongoing interest. Fries & Writers may refuse an offer of payment without being in default if the Buyer specifies a different order for the allocation. Fries & Writers may refuse complete repayment of the principal if the open and ongoing interest as well as the costs are not also paid.
7. If the Buyer does not meet its payment obligation and does not fulfill its obligation within the payment term of 14 days, the Buyer is in default.
8. From the date on which the Buyer is in default, Fries & Writers shall claim the statutory (commercial) interest from the first day of default until full payment and compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated according to the scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012, without further notice of default.
9. If Fries & Writers has incurred more or higher costs that are reasonably necessary, these costs will be eligible for compensation. The costs incurred in legal proceedings and execution shall also be borne by the Buyer.

Article 10 - Retention of title

1. All goods delivered by Fries & Writers remain the property of Fries & Writers until the Buyer has fulfilled all subsequent obligations arising from all agreements concluded with Fries & Writers.
2. The Buyer is not authorized to pledge or otherwise encumber the goods falling under the retention of title if the ownership has not yet fully transferred.
3. If third parties seize the goods delivered under retention of title or want to establish or assert rights to them, the Buyer is obliged to inform Fries & Writers as soon as can be reasonably expected.
4. In the event that Fries & Writers wishes to exercise its ownership rights referred to in this article, the Buyer now unconditionally and irrevocably grants permission and authorization to Fries & Writers or third parties designated by it to enter all those places where Fries & Writers' properties are located and to take back those goods.
5. Fries & Writers has the right to retain the Product(s) purchased by the Buyer if the Buyer has not (fully) fulfilled its payment obligations, despite an obligation to transfer or deliver them to Fries & Writers. After the Buyer has fulfilled its obligations, Fries & Writers will make every effort to make the purchased Products available to the Buyer as soon as possible, but no later than within 20 working days.
6. Costs and other consequential damages resulting from the retention of the purchased Products are for the account and risk of the Buyer and will be reimbursed to Fries & Writers by the Buyer at first request.

Article 11 - Warranty

1. Fries & Writers guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or soundness, and the legal rules/regulations at the time of the conclusion of the Agreement.
2. If there is a recall of Products, the factory warranty applies. Fries & Writers is not responsible for the warranty in this regard.

Article 12 - Product Use Instructions

Buyer of Products must follow Fries & Writers' instructions and instructions for use.

Article 13 - Suspension and termination

1. Fries & Writers is authorized to suspend the performance of the obligations or to terminate the Agreement if the Buyer does not or does not fully fulfill the (payment) obligations under the Agreement.

2. In addition, Fries & Writers is authorized to terminate the Agreement between it and the Buyer, to the extent that it has not yet been executed, without judicial intervention, if the Buyer fails to comply with the obligations arising from any agreement concluded with Fries & Writers in a timely and proper manner.
3. Furthermore, Fries & Writers is authorized to terminate the Agreement without prior notice if circumstances arise that are of such a nature that the performance of the Agreement is impossible or can no longer be demanded in accordance with standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that the unchanged continuation of the Agreement can no longer be reasonably expected.
4. If the Agreement is terminated, Fries & Writers' claims against the Buyer become immediately due and payable. When Fries & Writers suspends the performance of its obligations, it retains its rights under the law and the Agreement.
5. Fries & Writers always reserves the right to claim damages.

Article 14 - Limitation of liability

1. If the performance of the Agreement by Fries & Writers results in liability of Fries & Writers towards the Buyer or third parties, that liability is limited to the costs charged by Fries & Writers in connection with the Agreement, unless the damage is caused by intent or gross negligence. In any event, the liability of Fries & Writers is limited to the amount of damage that the insurance company will pay out per event per year.
2. Fries & Writers is not liable for consequential damages, indirect damages, loss of profits and/or loss suffered, missed savings, and damage resulting from the use of the Products delivered.
3. Fries & Writers is not liable for and/or obliged to repair damage caused by the use of the Product. Fries & Writers provides strict instructions for use that must be followed by the Buyer. All damage to Products resulting from use is expressly excluded from liability (including signs of use, use damage, etc.).
4. Fries & Writers is not liable for damage that is or may be caused by any act or omission in response to (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Fries & Writers is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or unavailability of the website for any reason whatsoever.
6. Fries & Writers does not guarantee the correct and complete transmission of the content of emails sent by or on behalf of Fries & Writers, nor the timely receipt thereof.
7. All claims of the Buyer for failure on the part of Fries & Writers will lapse if they have not been reported to Fries & Writers in writing and with reasons within one year after the Buyer became aware or could reasonably have become aware of the facts on

which they base their claims. All claims of the Buyer will in any case lapse one year after the termination of the Agreement.

Article 15 - Force majeure

1. Fries & Writers is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be held to fulfill any obligation if it is hindered in doing so as a result of a circumstance that is not attributable to its fault and is not at its expense under the law, a legal act, or generally accepted views in the traffic sector.
2. Force majeure shall in any case mean, but is not limited to, what is understood in law and jurisprudence as (i) force majeure of suppliers of Fries & Writers, (ii) the failure of suppliers prescribed or recommended by Buyer to Fries & Writers to duly fulfill their obligations, (iii) defects in goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) disruption of internet, data network and telecommunication facilities (for example due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in the company of Fries & Writers and (xi) other situations that, in the opinion of Fries & Writers, are beyond its control and which temporarily or permanently prevent the performance of its obligations.
3. Fries & Writers has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after Fries & Writers should have performed its obligation.
4. During the period that force majeure persists, the parties may suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to terminate the Agreement, without obligation to compensate damages to the other party.
5. Insofar as Fries & Writers has partially performed its obligations under the Agreement at the time of the occurrence of force majeure or will be able to perform them, and the performed or to be performed part has independent value, Fries & Writers is entitled to separately invoice the part already performed or to be performed. Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 16 - Risk transfer

The risk of loss or damage to the Products that are the subject of the Agreement passes to Buyer at the moment the Products leave the warehouse of Fries & Writers.

Article 17 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Fries & Writers are exclusively owned by Fries & Writers and are not transferred to Buyer.
2. Buyer is prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents on which the intellectual property rights and copyrights of Fries & Writers rest without the express prior written consent of Fries & Writers. If Buyer wishes to make changes to goods supplied by Fries & Writers, Fries & Writers must explicitly agree to the intended changes.
3. Buyer is prohibited from using the Products on which the intellectual property rights of Fries & Writers rest other than as agreed in the Agreement.

Article 18 - Privacy, Data Processing and Security

1. Fries & Writers handles the (personal) data of Buyer and visitors to the website(s) with care. If requested, Fries & Writers will inform the data subject about this.
2. If Fries & Writers is required to provide information security under the Agreement, this security will meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 19 – Complaints

1. If the Buyer is not satisfied with the Products of Fries & Writers and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than within 14 calendar days after the relevant event that led to the complaint. Complaints can be reported via info@friesandwriters.com with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Buyer in order for Fries & Writers to be able to process the complaint.
3. Fries & Writers will respond to the complaint substantively as soon as possible, but no later than within 14 calendar days after receiving the complaint.
4. Parties will try to come to a solution together.

Article 20 - Applicable law

1. Dutch law applies to every Agreement between Fries & Writers and the Buyer. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. In case of interpretation of the content and scope of these general terms and conditions, the Dutch text thereof is always decisive. Fries & Writers has the right to unilaterally change these general terms and conditions.

3. All disputes arising from or in connection with the Agreement between Fries & Writers and the Buyer will be settled by the competent court of the Amsterdam district court, unless provisions of mandatory law designate another competent court.

Amsterdam, February 17, 2023.