



FRITESSA®

General terms and conditions of Fritessa B.V.

Fritessa B.V. is registered at the Buitenveldertselaan 96c, 1081 AB, Amsterdam, the Netherlands under chamber of commerce number 91163099.

Article 1 - Definitions

1. In these general terms and conditions, the following terms shall have the following meanings, unless explicitly stated otherwise:
2. Offer: Any written offer to the Buyer to supply Products by the Seller, which are inseparably linked to these terms and conditions.
3. Company: The natural or legal person acting in the course of a profession or business.
4. Buyer: The Company entering into a (distance) agreement with the Seller.
5. Agreement: The (distance) sales agreement for the sale and delivery of Products purchased by the Buyer from Fritessa B.V.
6. Products: The Products offered by Fritessa B.V. are deep-frozen pre-packaged meals/hot snacks delivered in single-use ovenable cardboard boxes and also ovens to warm up the offered meals.
7. Seller: The provider of Products to the Buyer, hereinafter: Fritessa B.V.

Article 2 - Applicability

1. These general terms and conditions apply to any Offer from Fritessa B.V., any Agreement between Fritessa B.V. and a Buyer, and to any Product offered by Fritessa B.V.
2. Before a (distance) Agreement is concluded, the Buyer shall be provided with these general terms and conditions. If this is not reasonably possible, Fritessa B.V. will indicate to the Buyer how the general terms and conditions can be accessed, which are

in any case published on Fritessa B.V.'s website, so that the Buyer can easily save these general terms and conditions on a durable medium.

3. In exceptional situations, these general terms and conditions may be deviated from if this has been explicitly and in writing agreed with Fritessa B.V.

4. These general terms and conditions also apply to additional, amended, and follow-up agreements with the Buyer. Any general and/or purchasing conditions of the Buyer are expressly rejected.

5. If one or more provisions of these general terms and conditions are partially or completely nullified or annulled, the other provisions of these general terms and conditions remain in force and the nullified/annulled provision(s) will be replaced by a provision with the same effect as the original provision.

6. Ambiguities about the content, interpretation or situations that are not regulated in these general terms and conditions must be assessed and interpreted according to the spirit of these general terms and conditions.

7. If the term "she/her" is used in these general terms and conditions, it must also be interpreted as a reference to "he/him/his", if and to the extent applicable.

Article 3 - The Offer

1. All offers made by Fritessa B.V. are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer. An Offer exists only if it has been recorded in writing.

2. The Offer made by Fritessa B.V. is without obligation. Fritessa B.V. is only bound by the Offer if it is accepted by the Buyer in writing within 30 days or if the Buyer has already paid the amount due. Nevertheless, Fritessa B.V. has the right to refuse an Agreement with a potential Buyer for a justified reason.

3. The Offer contains a precise description of the Product offered, along with the corresponding prices. The description is detailed enough for the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Fritessa B.V. Any images and specific data in the Offer are only an indication and cannot be the basis for any compensation or termination of the Agreement (at a distance). Fritessa B.V. cannot guarantee that the colors in the image correspond exactly to the actual colors of the Product.

4. Delivery times and terms mentioned in Fritessa B.V.'s Offer are indicative and do not give the Buyer the right to terminate or claim damages in case of exceeding them, unless explicitly agreed otherwise.

5. A composite quotation does not oblige Fritessa B.V. to deliver a part of the items included in the Offer at a proportionate price.

6. If the Offer pertains to a limited stock, it does not automatically apply to reorders. 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 accepts a Fritessa B.V. Offer in writing.
2. If the Buyer accepts the Offer by concluding an Agreement with Fritessa B.V., Fritessa B.V. will confirm the Agreement with the Buyer in writing or by email.
3. Fritessa B.V. is not bound by an acceptance (on minor points) that deviates from the Offer.
4. Fritessa B.V. is not bound to an Offer if the Buyer could reasonably have expected, understood, or should have understood that the Offer contained an obvious mistake or typo. The Buyer cannot derive any rights from this mistake or typo.
5. The right of withdrawal is excluded for the Buyer who is a Company. In addition, the right of withdrawal is excluded regarding Products that can perish. This is explicitly stated in the Offer.

Article 5 - Execution of the Agreement

1. Fritessa B.V. will carry out the Agreement to the best of its knowledge and ability.
2. If and to the extent that a proper execution of the Agreement requires it, Fritessa B.V. has the right to have certain work carried out by third parties at its own discretion.
3. The Buyer ensures that all data that Fritessa B.V. indicates as necessary, or that the Buyer reasonably understands are necessary for the execution of the Agreement, are provided to Fritessa B.V. in a timely manner. If the data necessary for the execution of the Agreement is not provided to Fritessa B.V. in time, Fritessa B.V. has the right to suspend the execution of the Agreement.
4. In the execution of the Agreement, Fritessa B.V. is not obliged or required to comply with the instructions of the Buyer if this changes the content or scope of the Agreement. If the instructions result in additional work for Fritessa B.V., the Buyer is obliged to pay the additional or additional costs accordingly.
5. Fritessa B.V. is not liable for any damage, of any kind whatsoever, that has arisen because Fritessa B.V. relied on incorrect and/or incomplete information provided by the Buyer, unless this inaccuracy or incompleteness was known to Fritessa B.V.
6. The Buyer indemnifies Fritessa B.V. against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Buyer.

Article 6 – Delivery

1. If the commencement, progress, or delivery of the Agreement is delayed due to, for example, Buyer not providing all requested information in a timely manner, providing insufficient cooperation, payment not being received by Fritessa B.V. in a timely manner, or delays occurring due to circumstances beyond the control of Fritessa B.V., Fritessa B.V. has the right to a reasonable extension of the delivery time. All agreed-upon delivery times are never firm deadlines. The Buyer must notify Fritessa B.V. in writing of the breach and allow them a reasonable time to deliver. The Buyer is not entitled to any compensation due to the resulting delay.
2. The Buyer is obliged to take delivery of the Products at the time they are made available to them according to the Agreement (moment of delivery), even if they are offered earlier or later than agreed.
3. If the Buyer refuses to accept delivery or fails to provide information or instructions necessary for delivery, Fritessa B.V. is entitled to store the Products at the expense and risk of the Buyer.
4. If Fritessa B.V. requires information from the Buyer in the context of the execution of the Agreement, the (delivery) time starts only after the Buyer has provided all the necessary information to Fritessa B.V.
5. If Fritessa B.V. has given a deadline for delivery, it is indicative.
6. Fritessa B.V. is entitled to deliver the Products in parts, unless deviated from the Agreement, or if the partial delivery has no independent value. Fritessa B.V. is entitled to invoice the delivered Products separately.
7. Fritessa B.V. reserves the right to refuse delivery if there is a reasonable fear of non-payment.
8. The delivery of the Products shall be carried out by Fritessa B.V. through a method of its choice, unless otherwise agreed upon in writing with the customer. The chosen delivery method may include the use of third-party carriers or logistics providers.
9. Unless otherwise specified in the agreement, Fritessa B.V. operates under Ex Works (EXW) terms, as defined by the International Chamber of Commerce (ICC) in the latest edition of Incoterms. Under EXW terms, the customer assumes all risk and responsibility for the Products upon their collection from Fritessa B.V.'s premises or nominated location.
10. Any additional charges associated with the delivery, including but not limited to shipping, handling, insurance, customs, and taxes, shall be borne by the customer unless otherwise explicitly agreed upon in writing.
11. Fritessa B.V. will make reasonable efforts to meet any estimated delivery dates provided. However, any such dates are for reference purposes only and are not

guaranteed. Fritessa B.V. shall not be liable for any delays in delivery or failure to deliver within the estimated timeframe.

12. Title to and risk of loss for the Products shall pass to the customer upon their collection from Fritessa B.V.'s premises or nominated location. It is the customer's responsibility to ensure the Products are adequately insured from this point onward.

13. Upon receipt of the Products, the customer shall inspect them for any damage, defects, or discrepancies. Any issues or discrepancies must be reported to Fritessa B.V. in writing within 5 days of delivery. Failure to report any issues within this timeframe may result in the customer waiving their right to claim damages or replacement.

14. Fritessa B.V. shall not be liable for any failure or delay in delivery caused by circumstances beyond its reasonable control, including but not limited to acts of nature, strikes, labor disputes, governmental actions, or other unforeseeable events.

15. Fritessa B.V.'s liability for any loss or damage during the delivery process shall be limited to the value of the Products as stated in the invoice. Fritessa B.V. shall not be liable for any consequential, incidental, or indirect damages arising from the delivery.

16. The customer shall provide accurate and complete delivery instructions, including the delivery address and contact information. Failure to do so may result in delays or additional charges, for which the customer shall be responsible.

17. Fritessa B.V. shall provide the customer with a delivery receipt or other appropriate documentation upon completion of the delivery. It is the customer's responsibility to retain such documentation for their records.

Article 7 - Packaging and transport

1. Fritessa B.V. undertakes towards the Buyer to package the Products to be delivered properly and to secure them in such a way that, under normal use, they reach their destination in good condition.

2. Acceptance of Products without comments on the delivery note is proof that the packaging was in good condition at the time of delivery.

Article 8 - Inspection, complaints

1. The Buyer is obliged to examine the Products, being the ovens and deep-frozen pre-packaged meals/hot snacks, at the time of delivery, but in any case, within 5 days of receipt, but only to the extent necessary to be able to determine whether they wish to keep the Product. The Buyer must examine whether the quality and quantity of the Products delivered correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (commercial) trade.

2. The Buyer is obliged to examine and inform themselves how the Product, being the ovens and deep-frozen pre-packaged meals/hot snacks, should be used. Fritessa B.V. does not acknowledge liability for incorrect use of the Product or for using the product for purposes other than heating the deep-frozen pre-packaged meal/hot snacks as offered by Fritessa B.V.
3. Any visible defects or shortages of the Products must be reported to Fritessa B.V. in writing within 5 days of delivery at emergency@fritessa.com The Buyer has a period of 5 days after delivery to do so. Non-visible defects or shortages must be reported within 5 days of discovery, but no later than 6 months after delivery. In case of damage to the Products due to careless handling by the Buyer, the Buyer is liable for any depreciation of the Product.
4. If the Buyer complains in a timely manner pursuant to the previous paragraph, they remain obliged to pay for the purchased Products. If the Buyer wishes to return defective Products, this is only possible with prior written permission from Fritessa B.V. and in the manner indicated by Fritessa B.V.
5. Fritessa B.V. is authorized to initiate an investigation into the authenticity and condition of the returned Products before a refund will be issued.
6. Refunds to the Buyer will be processed as soon as possible but may take up to 60 days after receipt of the Buyer's statement of dissolution. Refunds will be made to the previously provided account number.
7. If the Buyer exercises its right to complaint, the Buyer, being a Business, has no right to suspend its payment obligation or to offset outstanding invoices.
8. In the event of incomplete delivery and/or if one or more Products are missing, and this is due to Fritessa B.V., Fritessa B.V. will, upon request by the Buyer, send the missing Product(s) or cancel the remaining order. The confirmation of receipt of the Products is decisive. Any damages suffered by the Buyer as a result of the (deviating) size of the delivery cannot be recovered from Fritessa B.V.

Article 9 - Prices

1. During the validity of the Offer, the prices of the offered Products will not be increased, except in the event of changes in VAT rates.
2. The prices stated in the Offer include VAT, unless expressly stated otherwise.
3. The prices mentioned 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 Products or raw materials with price fluctuations on the financial market over which Fritessa B.V. has no influence, Fritessa B.V. may offer these Products with variable prices. The Offer will state that the prices are indicative and subject to fluctuations.

Article 10 - Payment and Collection Policy

1. Payment shall be made within 14 days in the currency in which the invoice was issued via the indicated method.
2. The Buyer cannot derive any rights or expectations from a budget given in advance, unless the parties have expressly agreed otherwise.
3. The Buyer must make payment in full to the account number and details of Fritessa B.V. made known to it. The parties can only agree on a different payment term after explicit and written consent from Fritessa B.V.
4. If a periodic payment obligation of the Buyer has been agreed, Fritessa B.V. is authorized to adjust the applicable prices and rates in writing with a notice period of 3 months.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, Fritessa B.V.'s claims against the Buyer become immediately due and payable.
6. Fritessa B.V. is entitled to apply the payments made by the Buyer first to the costs, then to the due interest, and finally to the principal and current interest. Fritessa B.V. may, without being in default, refuse an offer of payment if the Buyer designates a different order for allocation. Fritessa B.V. may refuse full repayment of the principal sum if the due and current interest as well as the costs are not also paid.
7. If the Buyer fails to fulfill its payment obligation and has not fulfilled its obligation within the 14-day payment term, the Buyer is in default.
8. From the date on which the Buyer is in default, Fritessa B.V. will claim the statutory (commercial) interest without further notice of default 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 set out in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.
9. If Fritessa B.V. has incurred more or higher costs that are reasonably necessary, these costs will also be eligible for compensation. The costs of legal and enforcement proceedings will also be borne by the Buyer.

Article 11 - Retention of Title

1. All items delivered by Fritessa B.V. shall remain the property of Fritessa B.V. until the Buyer has fulfilled all of the following obligations arising from all Agreements concluded with Fritessa B.V.
2. The Buyer shall not be entitled to pledge or encumber in any other way the items falling under retention of title if ownership has not yet fully passed.

3. If third parties attach the items delivered under retention of title or wish to establish or assert rights thereto, the Buyer is obliged to inform Fritessa B.V. as soon as can reasonably be expected.

4. In the event that Fritessa B.V. wishes to exercise its rights of ownership referred to in this Article, the Buyer now gives unconditional and irrevocable consent and authorisation to Fritessa B.V. or third parties appointed by it to enter all those places where Fritessa B.V.'s property is located and to take back those items.

5. Fritessa B.V. 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 the Product(s) by Fritessa B.V. After the Buyer has fulfilled its obligations, Fritessa B.V. will make every effort to make the purchased Products available to the Buyer as soon as possible, but no later than within 30 working days.

6. Costs and other (consequential) damages resulting from the retention of the purchased Products shall be borne by and at the risk of the Buyer and shall be reimbursed by the Buyer to Fritessa B.V. upon first request.

Article 12 - Warranty

1. Fritessa B.V. warrants that the Products comply with the Agreement, the specifications, usability and/or soundness stated in the offer, and the legal rules/regulations at the time the Agreement was concluded.

2. Only the warranty provisions set by the manufacturer apply to Products with a manufacturer's warranty. Product warranties shall never extend beyond what is provided by the manufacturer or what is explicitly agreed upon. In the event of any inconsistency, the warranty provided by the manufacturer shall prevail.

Article 13 - Instructions for use of Products

Buyers of Products must follow Fritessa B.V.'s instructions and must refrain from making any modifications and/or repairs to the Products themselves.

Article 14 - Suspension and dissolution

1. Fritessa B.V. is entitled to suspend performance of its obligations or to dissolve the Agreement if the Buyer fails to comply with the payment obligations under the Agreement, in whole or in part.

2. In addition, Fritessa B.V. is entitled to dissolve the Agreement between it and the Buyer, insofar as it has not yet been executed, without judicial intervention if the Buyer fails to meet the obligations arising from any Agreement concluded with Fritessa B.V. in a timely or proper manner.

3. Furthermore, Fritessa B.V. is entitled to dissolve the Agreement without prior notice of default if circumstances arise that are of such a nature that performance of the Agreement is impossible or can no longer be demanded in the light of the principles of reasonableness and fairness, or if other circumstances arise that are of such a nature that maintenance of the Agreement cannot reasonably be required.
4. If the Agreement is terminated, Fritessa B.V.'s claims against the Buyer are immediately due and payable. If Fritessa B.V. suspends the performance of its obligations, it retains its claims under the law and Agreement.
5. Fritessa B.V. always retains the right to claim damages.

Article 15 - Limitation of liability

1. If the performance of the Agreement by Fritessa B.V. leads to liability of Fritessa B.V. towards the Buyer or third parties, that liability is limited to the costs charged by Fritessa B.V. in connection with the Agreement, unless the damage has arisen as a result of intent or gross negligence. The liability of Fritessa B.V. is in any case limited to the amount of damages that the insurance company will pay out per event per year.
2. Fritessa B.V. is not liable for consequential damages, indirect damages, loss of profits and/or loss suffered, missed savings, and damages resulting from the use of the delivered Products are excluded.
3. Fritessa B.V. is not liable for and/or obliged to repair damage caused by the use of the Product. Fritessa B.V. provides strict maintenance and usage instructions that must be followed by the Buyer. All damage to Products resulting from use is explicitly excluded from liability (including wear and tear, damage caused by use, fall damage, light and water damage, theft, loss, etc.).
4. Fritessa B.V. is not liable for damages that may result from any action or omission following (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Fritessa B.V. is not responsible for errors and/or irregularities in the functionality of the website and is not liable for disruptions or for the website being unavailable for any reason.
6. Fritessa B.V. does not guarantee the correct and complete transmission of the content of email sent by or on behalf of Fritessa B.V., nor for its timely receipt.
7. All claims by the Buyer due to any shortcomings on the part of Fritessa B.V. will lapse if they are not reported to Fritessa B.V. in writing and with reasons within one year after the Buyer became aware of or could reasonably have been aware of the facts on which they base their claims. All claims by the Buyer will in any case lapse one year after the end of the Agreement.

Article 16 - Force Majeure

1. Fritessa B.V. is not liable if, as a result of a force majeure situation, it is unable to fulfill its obligations under the Agreement, nor can it be required to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and is not for its account under the law, legal act or generally accepted views in society.
2. Force majeure includes, but is not limited to, what is understood in law and jurisprudence as such: (i) force majeure of Fritessa B.V.'s suppliers, (ii) the failure of suppliers recommended or prescribed by the Buyer to Fritessa B.V. to properly fulfill their obligations, (iii) defects in Products, equipment, software or materials of third parties, (iv) government measures, (v) power failures, (vi) disruptions in 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 Fritessa B.V.'s business, and (xi) other situations that, in Fritessa B.V.'s opinion, are beyond its control that temporarily or permanently prevent the fulfillment of its obligations.
3. Fritessa B.V. has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Fritessa B.V. should have fulfilled 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 party is entitled to terminate the Agreement, without obligation to compensate the other party for damages.
5. To the extent that Fritessa B.V. has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure, or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Fritessa B.V. is entitled to separately invoice the part already fulfilled or to be fulfilled. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 17 - Risk Transfer

The risk of loss or damage to the Products that are the subject of the Agreement passes to the Buyer at the moment when the Products leave the agreed upon place of delivery.

Article 18 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Fritessa B.V. belong exclusively to Fritessa B.V. and are not transferred to the Buyer.

2. The Buyer is prohibited from disclosing and/or reproducing, modifying, or making available to third parties any documents on which Fritessa B.V.'s intellectual property rights and copyrights rest, without Fritessa B.V.'s express prior written consent. If the Buyer wishes to make changes to items delivered by Fritessa B.V., Fritessa B.V. must explicitly agree to the proposed changes.
3. The Buyer is prohibited from using the Products on which Fritessa B.V.'s intellectual property rights rest other than as agreed in the Agreement.

Article 19 - Privacy, Data Processing and Security

1. Fritessa B.V. handles the (personal) data of the Buyer and visitors to the website(s) carefully. If requested, Fritessa B.V. will inform the data subject about this.
2. If Fritessa B.V. is required to provide information security under the Agreement, such security shall meet the agreed-upon specifications and a level of security that is not unreasonable in light of the state of the art, the sensitivity of the data, and the associated costs.

Article 20 – Complaints

1. If the Buyer is not satisfied with Fritessa B.V.'s Products and/or has complaints about the (execution of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than 5 calendar days after the relevant event that led to the complaint, by sending an email to info@fritessa.com with the subject "Complaint."
2. The complaint must be sufficiently substantiated and/or explained by the Buyer in order for Fritessa B.V. to be able to consider the complaint.
3. Fritessa B.V. will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to come to a solution together.

Article 21 - Applicable law

1. Dutch law applies to every agreement between Fritessa B.V. and Buyer. The applicability of the United Nations Convention on Contracts for the International Sale of Products (CISG) is expressly excluded.
2. In case of interpretation of the content and scope of these general terms and conditions, the Dutch text thereof shall prevail. Fritessa B.V. has the right to unilaterally amend these general terms and conditions.
3. All disputes arising out of or in connection with the agreement between Fritessa B.V. and Buyer shall be settled by the competent court of Amsterdam, unless provisions of mandatory law designate another competent court.