SUPPER
FOOD AS A SERVICE

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these general terms and conditions capitalized words have the following meaning:

Customer:	any natural person, partnership or legal entity which is in a contractual relationship with SUPPER, pursuant to an Agreement concluded and/or to be concluded with SUPPER;
Order:	an order placed by a Customer with SUPPER under an Agreement as regards SUPPER Products, SUPPER Hardware and/or SUPPER Services;
Agreement:	any agreement for the provision of SUPPER Services, the delivery of SUPPER Products and/or the provision of SUPPER Hardware that SUPPER concludes with a customer;
Platform:	the platform www.supperservices.com
SUPPER:	SUPPER B.V., having its registered office in Heemstede and its principal place of business at Laan van Kronenburg 7, 1183AS in Amstelveen and registered with the Chamber of Commerce under number 861426368;
SUPPER Services:	all services to be provided by SUPPER to the Customer in the context of an Agreement;
SUPPER Hardware:	the microwaves and/or other kitchen equipment made available to the Customer by SUPPER in the context of the execution of an Agreement;
SUPPER Products:	all meals, meal components and snacks designed and developed by SUPPER;
SUPPER Service Agreement	a long-term Agreement under which SUPPER provides SUPPER Services, SUPPER Product and SUPPER Hardware on a continuous or recurring basis
Conditions:	these general conditions.

2. APPLICABILITY

2.1 These Terms and Conditions apply to all quotations and offers from SUPPER and to all Agreements, unless expressly agreed otherwise in the Agreement.

2.2 The provisions of these Conditions may only be departed from if and insofar as SUPPER has expressly agreed to them or if agreed with SUPPER in writing. If the present Conditions are departed from on one or more occasions, either tacitly or expressly, in the context of the execution of an Agreement and/or an Order, the Customer may not derive any rights therefrom in relation to Agreements and/or Orders subsequently concluded or to be concluded.

3. ORDERS

3.1 Orders are placed by the Customer via the Platform. An Order is only placed once the Customer has received confirmation of the Order from SUPPER.

3.2 After confirmation of an Order by SUPPER, it can no longer be canceled. If SUPPER nevertheless agrees to a customer's cancellation of an Order confirmed by it, the customer must provide compensation for SUPPER for the costs already incurred by SUPPER.

3.3 SUPPER is not obliged to accept an Order and may, inter alia, refuse Orders if and to the extent that the Customer has left any amount owed or become due to SUPPER unpaid. Such refusal shall never entitle the Customer to damages.

SUPPER PRODUCTS

4. DELIVERY, DELIVERY TIMES AND DELIVERY RISK

4.1 To the extent permitted by law, Title 1 of Book 7 of the Civil Code is excluded regarding the sale of SUPPER Products by SUPPER to the Customer.

4.2 Delivery of the SUPPER Products takes place by delivery of the ordered SUPPER Products at a location designated by the Customer.

4.3 SUPPER reserves the right to have the delivery of the ordered SUPPER Products carried out by a third party.

4.4 The delivery times given by SUPPER may never be regarded as binding, unless expressly agreed otherwise in writing. The delivery times given by SUPPER shall commence when the Order has been placed and all information necessary for the execution of the Order is in SUPPER's possession. Delays in the delivery of the SUPPER Products ordered will not constitute grounds for the Customer to rescind the Agreement and/or cancel the Order, unless by SUPPER in the exceptional case that the limits of reasonableness have been exceeded.

4.5 SUPPER reserves the right to put the delivery of the ordered SUPPER Products on hold if the Customer has left any amount due or payable to SUPPER unpaid.

4.6 The mode of transport is determined by SUPPER. The Customer must take delivery of the SUPPER Products immediately upon delivery. The Customer is obliged to ensure a sufficient and easily accessible loading and unloading location and to promote the shortest possible waiting time. Transporting or moving the SUPPER Products in any way within the business premises or on the premises of the Customer is not included. The Customer will also place the SUPPER Products in a freezer immediately after unloading so that the quality is guaranteed.

4.7 The delivery of ordered SUPPER Products in parts is permitted.

4.8 The loading, transport and unloading of the SUPPER Products will take place at SUPPER's risk. Once the SUPPER Products to be delivered have been unloaded at the Customer's premises, the risk thereof shall pass to the Customer. If the Customer requests delivery of the SUPPER Products to take place in a manner other than the usual manner, SUPPER may charge the costs associated with this to the Customer.

4.9 If SUPPER has delivered SUPPER Products incorrectly, SUPPER will credit the related invoice on behalf of the Customer. The incorrectly delivered SUPPER Products cannot be returned to SUPPER. SUPPER is entitled to have the SUPPER products collected from the customer. For collection, the Customer undertakes not to use, edit, or process these incorrectly delivered SUPPER products or to have them put into use, to have them processed or processed, or to deliver them to third parties unless SUPPER expressly and has demonstrably given permission. At the request of SUPPER, CUSTOMER will destroy the incorrectly delivered SUPPER Products.

4.10 If SUPPER is required by the Customer or by the authorities to take back packaging, residual material, and the like on delivery of the SUPPER Products, the associated costs, including any costs of destruction, will be borne by the Customer.

5. COMPLIANTS AND COMPLAINTS

5.1 On receiving the SUPPER Products, the Customer must check that the delivery corresponds to the order placed. Visible damage or defects must be reported to SUPPER in writing by the Customer immediately after delivery, failing which, the Customer will be deemed to have received the SUPPER Products on delivery at the latest in a sound and undamaged condition. If the Customer opens, breaks, or damages packaging or SUPPER-Products before they have been paid for, the Customer undertakes to take delivery of and pay for

the SUPPER-Products concerned, even if the SUPPER-Products have been delivered in an incorrect condition.

5.2 Complaints relating to shortages and/or defects in the SUPPER products supplied that are not immediately apparent must, in the case of frozen products, be reported to SUPPER in writing or by e-mail by the Customer immediately but no later than 24 hours after delivery. If other products are involved, this must be reported to SUPPER in writing or by e-mail no later than 48 hours after delivery.

5.3 Any right of action by the Customer against SUPPER due to faults in delivery or defects in or on SUPPER products supplied by SUPPER will irrevocably lapse as soon as the complaint periods referred to in 5.2 have expired, even if the Customer does not cooperate sufficiently with SUPPER in investigating the merits of the complaints. The SUPPER Products to which complaints relate must remain available for inspection by SUPPER in the condition in which the SUPPER Products were at the time the defects were discovered. The right to complain shall lapse after the Customer has taken delivery into use, processed or treated the goods, or has had them taken into use, processed, or treated, or has supplied them to third parties, unless SUPPER has given its express consent.

5.4 If a complaint is found to be well-founded and the procedures relating to the communication of complaints have been complied with, SUPPER will as soon as possible, at SUPPER's discretion, either repair the defect or supply a replacement SUPPER Product or, if the SUPPER Product concerned has already been invoiced, credit the amount corresponding to the complaint.

5.5 Complaints and claims shall not entitle the Customer to suspend payment of the relevant invoice, while compensation is expressly excluded by SUPPER. The complaint period on invoices sent by SUPPER shall be a maximum of 10 days from the date of receipt. If the invoice is not protested within that period, it shall be deemed to correctly reflect the underlying transaction(s) with SUPPER and approved by the Customer.

6. COMPLIANCE WITH REGULATIONS

6.1 During (internal) transport and storage of SUPPER products supplied by SUPPER, the Customer must act in accordance with the applicable laws and regulations, including the HACCP standards and storage regulations, in default of which SUPPER will not be liable for SUPPER products (damage resulting from) defects.

6.2 If recall actions initiated by SUPPER or its suppliers occur, the Customer shall act with the SUPPER Products concerned in accordance with and cooperate with the recall procedure announced by SUPPER in such cases. If this should prove necessary or desirable, the Customer shall intervene in SUPPER's assumption of manufacturer liability.

6.3 Insofar as the SUPPER Products supplied by SUPPER are marked with an expiry date (expiry date code), SUPPER shall not be liable for any damage resulting from the consumption or use of those SUPPER Products after the expiry date. The Customer warrants that SUPPER Products bearing an expiry date shall not be processed or sold after that date. The Customer shall expressly indemnify SUPPER about third-party claims for losses arising from the consumption or use of SUPPER Products supplied by SUPPER if the Customer has processed, used, consumed, or sold them after their expiry date.

6.4 In addition to the provisions of art. 6.1, the Customer will store and prepare the SUPPER Products in accordance with the instructions for use made available to the Customer by SUPPER.

SUPPER-HARDWARE

7. MAINTENANCE, DAMAGE, END OF AGREEMENT

7.1 The Customer shall take good care to preserve and maintain the SUPPER Hardware provided by SUPPER. Such SUPPER hardware may only be used by the Customer to prepare SUPPER Products. The SUPPER hardware must be used by the Customer in accordance with the instructions for use provided by SUPPER to the Customer and the users' manual provided to the Customer by the manufacturer of the SUPPER hardware.

7.2 SUPPER shall be entitled to collect the SUPPER Hardware from the Customer immediately after the end of an Agreement at a date and time to be determined by it. The Customer shall fully cooperate with this.

7.3 If and insofar as the SUPPER Hardware becomes damaged during the term of the Agreement or appears to be damaged at the end of the Agreement, SUPPER has the right to designate an independent third party who will try to determine the cause of the damage. If this independent third party determines that the damage incurred is the result of the use of the SUPPER Hardware for purposes other than the preparation of SUPPER Products or other wrongful acts or omissions by or attributable to the Customer, the Customer is obliged to pay the repair costs or to reimburse SUPPER for replacement value of the relevant SUPPER Hardware.

7.4 SUPPER shall provide the SUPPER Hardware with identifiable marking in such a way that each device is identifiable as belonging to SUPPER. The Customer shall not remove such marking at any time.

7.5 SUPPER will repair or replace a defective device within 7 days working days. The Customer will fully cooperate with this.

SUPPER SERVICE AGREEMENT

8. SUPPER SERVICE AGREEMENTS

8.1 SUPPER and the Customer may enter into a SUPPER Service Agreement. The provisions of this chapter – art. 8 up to and including art. 13 – apply to any SUPPER Service Agreement. The other Conditions shall apply in addition thereto. In case of any inconsistency or overlap between the provisions of this chapter – art. 8 up to and including art. 13 – and the other Conditions, the provisions of this chapter – art. 8 up to and including art. 13 – shall prevail.

8.2 The Customer shall order the SUPPER Products, SUPPER Hardware, and SUPPER Services at SUPPER via the Platform. The Customer shall create an account on the Platform for purchases.

8.3 The Conditions, as may be amended from time to time, shall apply to all agreements for (the sale and/or delivery of) the SUPPER Products, SUPPER Hardware, or SUPPER Services concluded between the Parties under any SUPPER Service Agreement.

8.4 The conclusion of any SUPPER Service Agreement is based on a minimum annual purchase of specific SUPPER Products. If the Customer orders less than a specific minimum amount of specific SUPPER Products indicated by SUPPER for 3 consecutive months, the parties shall consult with each other to discuss amendments to the SUPPER Service Agreement.

Without prejudice to its rights by virtue of these Conditions, the law or otherwise, SUPPER has the right to terminate ("opzeggen") this SUPPER Service Agreement upon 1 months' notice period without liability to the Customer if the parties reach no agreement on those amendments.

8.5 In relation to prices for the SUPPER Products, SUPPER Hardware, and SUPPER Services, art. 14.7 below applies (including SUPPER's right to adjust those prices annually on 1 January of each year). In addition to art. 14.7 the following applies. SUPPER has a partner for the transport of SUPPER Products to any customers. If the increase of these transport costs is demonstrably higher than the (adjusted) prices that may apply based on art. 14.7, SUPPER reserves the right to pass on this additional increase to the Customer.

8.6 SUPPER will draw up a final bill each calendar year and communicate and invoice this to the Customer.

9. TERM AND TERMINATION

9.1 Any SUPPER Service Agreement is effective as of the date of signature by the Parties (the "Effective Date").

9.2 Any SUPPER Service Agreement will come into force at the Effective Date and shall remain in force for an initial period of 14 months (the "Initial Term"). Thereafter the SUPPER Service Agreement shall continue for further fixed periods of 12 months each (each a "Renewal Term"), unless SUPPER or the Customer shall have

given the other party not less than 2 months' written notice of non-renewal, such notice to expire at the end of the Initial Term or at the end of any Renewal Term (if any).

9.3 The first 2 months from the Effective Date shall be a testing phase (the "Testing Phase"). Notwithstanding art. 9.1, during the Testing Phase each party is entitled to terminate the SUPPER Service Agreement without liability to the other party, applying 2 weeks' notice – by email or in writing – to expire at the end of the Testing Phase. In the absence of this termination, if any, the SUPPER Service Agreement will continue to be in effect for the remainder of the Initial Term.

9.4 The foregoing is without prejudice to SUPPER's rights to suspend its obligations under or to terminate ("opzeggen") or rescind/dissolve any SUPPER Service Agreement or any ensuing agreement by virtue of law, these Conditions (e.g., based on art. 17 below) or otherwise.

10. EFFECTS OF EXPIRATION AND TERMINATION

10.1 Upon expiration, termination or other ending of the SUPPER Service Agreement for any reason whatsoever, SUPPER may at its option repurchase from the Customer, and the Customer shall in such case sell to SUPPER, any or all stock of SUPPER Products then held by the Customer at their fair market value to be determined by SUPPER.

10.2 Upon expiration, termination or other ending of the SUPPER Service Agreement for any reason whatsoever, the Customer shall at its costs return to SUPPER or otherwise in accordance with the directions of SUPPER any SUPPER Hardware or other SUPPER items or materials.

10.3 Upon expiration, termination or other ending of the SUPPER Service Agreement for any reason whatsoever, any outstanding (payment) obligations of the Customer shall become immediately due and payable.

10.4 Upon expiration, termination or other ending of the SUPPER Service Agreement for any reason whatsoever, SUPPER shall not be liable towards the Customer for any damages, compensation, indemnification or liabilities of any kind on any basis whatsoever. SUPPER shall in particular not be liable for any present or prospective loss of profits, (loss of) goodwill or ongoing benefits to SUPPER or any similar loss, any expenditures, any investments or any commitments or otherwise (whether or not the Customer has been able to recoup those),

11. ONBOARDING

11.1 In relation the conclusion and commencement of a SUPPER Service Agreement, the Customer will be introduced to SUPPER's systems and operations (the "Onboarding Process"). The Onboarding Process will start at the Effective Date.

11.2 SUPPER shall charge the Customer a one-off onboarding fee for onboarding and guidance during the Testing Phase. This fee shall remain due and payable by the Customer, even if the Customer terminates the SUPPER Service Agreement during the Testing Phase.

12. APPLICABLE LAW AND FORUM

12.1 Any SUPPER Service Agreement as well as any ensuing agreement shall be exclusively governed by Dutch law.

12.2 The competent court of Amsterdam shall have exclusive jurisdiction with respect to any disputes – on any basis whatsoever – arising from or in relation to any SUPPER Service Agreement as well as any ensuing agreement. SUPPER is nevertheless entitled to submit a dispute to the competent court at the place of establishment of the Customer.

13. MISCELLANEOUS

13.1 Any additions to and amendments of provisions in the SUPPER Service Agreement shall only be valid and shall only apply if agreed upon by the parties by email in advance.

13.2 If one or more individual provision(s) within the SUPPER Service Agreement should be determined invalid, all other provisions shall remain in full force and effect. The parties will enter into consultation regarding the provisions which are deemed invalid to come to a replacement arrangement. The aim is to bring these provisions as far as possible in line with the purport of the provisions to be replaced.

OVERALL PROVISIONS

14. PRICE, BILLING AND PAYMENT

14.1 SUPPER will send the Customer an invoice for the products and/or services provided by SUPPER to the Customer. The maximum payment period is 14 days from the invoice date.

14.2 The payment term mentioned in art. 14.1 may only be deviated from if and insofar as the Parties have expressly agreed on a different payment term in writing.

14.3 If the Customer has not paid within the period set out in art. 14.1, the Customer shall be in default without any further notice of default or summons being required and SUPPER shall be entitled to charge the Customer a daily interest rate equal to no more than 1% above the euro base rate, as applied by the majority of general banks in the Netherlands at the time of calculation, divided by the factor 365, rounded to 2 decimal places.

14.4 All costs relating to the collection of amounts due, extrajudicial costs, shall be borne by the Customer. The extrajudicial costs shall be determined based on the graduated scale of extrajudicial collection costs (BIK). This article does not affect SUPPER's right to charge further reasonable costs to the Customer.

14.5 Any payment by the Customer shall first serve to pay the interest due and then to pay the costs relating to collection, except for court costs. Only after these amounts have been paid will any payment by the Customer be deducted from the principal outstanding claim, whereby the oldest outstanding claim will be written off first, irrespective of the description the Customer may have given to the payment.

14.6 SUPPER shall be entitled to set off amounts owed or to be claimed against those amounts which SUPPER must claim from or owes to the Customer.

14.7 The range and prices of SUPPER products, SUPPER hardware and SUPPER support are visible on the SUPPER website. Prices are indexed annually based on the PPI 10 foodstuffs Industry SBI 2008, year change October 21 - October 2022 Index 2015=100.

15. LIABILITY

15.1 SUPPER shall be liable for damages only if the Customer proves that the damages were caused by SUPPER's gross fault or gross negligence. SUPPER's liability shall be expressly limited to the amount of the Order, which caused the damage. Any further liability for SUPPER for damage, for whatever reason, including but not limited to liability for employees and auxiliary persons, is excluded. The Customer indemnifies SUPPER against all claims by third parties with regard to any damage to be suffered or suffered by these third parties.

15.2 Any further liability of SUPPER for damages, on any grounds whatsoever, including but not limited to liability for employees and auxiliary persons, is excluded. The Customer shall indemnify SUPPER against all third-party claims in respect of any loss suffered or to be suffered by such third party or parties.

15.3 SUPPER is not liable for any consequences of products not being in stock▪

16. FORCE MAJEURE

16.1 Force majeure is to be understood as any circumstance beyond SUPPER's control which is such that SUPPER cannot reasonably be expected to comply with the agreement (so-called non-attributable failure to perform). Force majeure also includes: mobilisation, war and the threat of war, riots, strikes, acts of terrorism,

demonstrations, staff shortages, business and transport disruptions of any kind, breach by (suppliers, epidemics, impediments caused by measures, laws, or decisions of international, national, or regional (government) bodies, fire, explosion, frost, snow nuisance, flooding, storm damage and other natural disasters. This enumeration is non-exhaustive.

16.2 If SUPPER is unable to fulfil the agreement on time due to force majeure, SUPPER shall be entitled to perform the agreement later or to rescind the agreement as rescinded, without being under any obligation to pay compensation as a result, or to demand that the agreement be adapted to the circumstances.

17. DISSOLUTION

17.1 Without prejudice to the provisions of the Civil Code, in the event of default by the Customer, SUPPER shall also be entitled to suspend the agreement concluded or to rescind it in whole or in part, at SUPPER's option. SUPPER shall in such case be entitled to compensation for all losses suffered by SUPPER.

17.2 SUPPER also has the rights referred to in paragraph 1 of this article if the Customer is declared bankrupt, if the Customer has applied for a suspension of payments or a judicial debt rescheduling arrangement, its immovable property has been attached, its business has gone into liquidation or has been or is being taken over by a third party or third parties. In all such cases, all claims which SUPPER has against the Customer will be immediately due and payable.

18. CONVERSION PROVISION

18.1 If any provision of these Terms and Conditions is qualified as unreasonably onerous in whole or in part by the court, it shall be deemed to have been converted into a provision which, as far as possible while retaining its content and purport, is not considered unreasonably onerous.

18.2 In case any provision of these Conditions is qualified by the court as unreasonably onerous and paragraph 1 of this article cannot apply, this shall not affect the validity of the remaining provisions of these Conditions.

19. TRANSFER AND FORCE OF RIGHTS

19.1 Both SUPPER and the Customer are entitled to transfer rights and/or obligations under the agreements concluded between SUPPER and the Customer to third parties, including companies affiliated to the Customer. The parties are obliged to inform each other of such transfer in writing within 30 days of such transfer taking place. In the event of such a transfer, the parties shall be entitled to dissolve the Agreement immediately without giving reasons. All other provisions concerning termination of the agreement as stated in these General Terms and Conditions as well as in the service agreement concluded between the parties remain in full force. Except with SUPPER's express written consent, the Customer is prohibited from assigning rights or obligations under agreements concluded with SUPPER to third parties, including companies affiliated to the Customer.

19.2 Any claim against SUPPER shall lapse if SUPPER is not taken to court within 6 months of receiving the claim relating to that claim.

20. INTELLECTUAL PROPERTY RIGHTS, REFERENCES AND CONFIDENTIALITY

20.1 All intellectual property rights to work, ideas, concepts or recipes or intellectual property rights arising directly or indirectly from or arising in connection with delivery of a product or service shall be and remain with SUPPER.

20.2 As soon as the Customer becomes aware of a possible infringement of SUPPER's IP rights, it shall report this to SUPPER without delay. The Customer shall provide SUPPER with all reasonable cooperation to end the infringement and prevent further infringements.

20.3 SUPPER is free to use the Customer's name and/or logo as a reference for current and future clients, unless otherwise agreed in writing.

20.4 The Customer is obliged to maintain complete confidentiality of all information that comes or has come to its knowledge in the context of the Agreement and of which it knows or should reasonably suspect that such information is secret or confidential. This confidentiality obligation expressly includes the recipe, composition and (microwave) preparation of SUPPER Products, as well as personal data of SUPPER's customers or personnel.

20.5 The confidentiality obligation as set out in art. 20.4 also applies to those under the Customer's authority, including but not limited to employees (in the broadest sense of the word).

20.6 The confidentiality obligation as set out in art. 20.4 and 20.5 shall continue even after the end of the Agreement.

21. APPLICABLE LAW, DISPUTES AND JURISDICTION

21.1 The agreements concluded between SUPPER and the Customer shall be governed exclusively by Dutch law.

21.2 If a dispute arises between SUPPER and the Customer concerning the formation, interpretation, performance, or failure to perform, to perform correctly or to perform on time an Agreement or other legal relationship entered between the parties, or if either party believes that there is such a dispute, the parties are obliged to try to reach agreement by negotiation before referring the dispute to the civil court.

21.3 The court in Amsterdam shall have exclusive jurisdiction to hear disputes arising from agreements concluded with SUPPER. SUPPER is nevertheless entitled to submit a dispute for decision to the competent court in the place of establishment of the Customer.

22. LOCATION CONDITIONS

22.1 These Conditions have been adopted as at 09-12-21 and can be found on the SUPPER platform www.supperservices.com. At the Customer's request, the conditions may be made available to him/her. The version in force at the time of the conclusion of the agreement with SUPPER shall apply. If SUPPER amends the General Conditions, SUPPER will notify the Customer accordingly. If the Customer does not object within 14 days of notification, the amended conditions will apply from that time.