

# **“General Terms & Conditions”**

**Updated Version: 1 April 2020**

## **DEFINITIONS**

- **"TruSpices"**: the private limited company PT True Spices Indonesia, established in Surabaya, Indonesia.
- **"Offer" or "Offer"**: any oral or written offer from TruSpices to enter into an agreement.
- **"Client"**: Client of TruSpices, being the party that has entered into an agreement or has received an offer.
- **"Product / Products"**: spices and affiliated products.
- **"Terms and Conditions"**: General Terms and Conditions of Sale.
- **"Parties"**: TruSpices and the Client combined.
- **"in writing"**: by letter, fax or e-mail.

## **2 APPLICABILITY**

- 2.1 These Terms and Conditions exclusively apply to all Assignments assigned to TruSpices. These Terms and Conditions shall apply to offers (of contract) issued by TruSpices and agreements entered into by and between the TruSpices and the client.
- 2.2 The applicability of other general terms and conditions invoked by the Client is expressly rejected.
- 2.3 If any provision of these ToC or any part thereof shall be found or held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall in no way be affected or impaired and the remaining provisions shall remain in full force and effect to the maximum extent permitted by the applicable laws and the invalid provision shall be replaced by a provision which reflects the intent of the original provision as closely as possible
- 2.4 Deviations from and additions to these Terms and Conditions are only valid if agreed in writing between the two separate Parties.

## **3 FORMATION OF THE AGREEMENT**

- 3.1 All Offers made by TruSpices are free of obligation, unless explicitly stated otherwise in the Offer. All offers can be withdrawn, even if they contain a period of acceptance. Offers made do not automatically apply to future Orders.
- 3.2 Notwithstanding the above, the Offers of TruSpices are valid for a period of 7 days, after which they automatically expire, unless explicitly stated otherwise.
- 3.3 An Order between the Client and TruSpices is only valid after TruSpices has confirmed the Quotation in writing or what has been discussed orally.

## **4 CONFORMITY**

- 4.1 All statements by TruSpices of colours, flavours, scents, numbers, sizes, weights, and / or other indications with regard to Products are done with the greatest possible care. However, TruSpices cannot guarantee that deviations will not occur in this regard. Deviations that are custom to the industry are in any case permitted.
- 4.2 The Client must ensure that the ordered Products and the accompanying documentation, packaging, labelling and / or other information comply with all government-imposed provisions in the destined country and shall inform TruSpices about this.

## **5 ASSIGNMENTS IN PROGRESS**

- 5.1 The Assignment is carried out with consultation between TruSpices and the Client, however, the way the Assignment is carried out is determined by TruSpices. The Client is obligated to provide TruSpices with the necessary information and to cooperate if TruSpices makes requests without incurring any costs to TruSpices being charged.
- 5.2 If TruSpices wishes to make use of third parties to the benefit of the Assignment, TruSpices will do this after approval from the Client, all this with due regard to reasonableness.
- 5.3 In the event of a defect in the Assignment, TruSpices has the right to rectify this within a reasonable period, without being liable for damages and / or without the Client having the right to terminate the Assignment, all this with due regard to reasonableness and fairness.

## **6 PRICES**

- 6.1 Prices are net and in USD currency, unless agreed otherwise. The prices are therefore exclusive of VAT, exclusive of import and export duties, excise duties and other taxes or levies imposed or levied in relation to the Products and exclusive of transport costs.
- 6.2 All prices are based on the currency ratios applicable at the time of the Offer, the applicable prices on the purchase of raw material and production costs. If after the Offer or after the conclusion of the Order TruSpices is faced with additional costs due to an increase in, among other things, raw material prices, production costs, import and / or export duties and / or levies of any kind, or costs caused by currency changes, TruSpices is entitled to pass on this increase.

## **7 PAYMENTS**

- 7.1 Payment must be made at the latest on the delivery of the Products, unless other payment conditions have been agreed.
- 7.2 If it has been agreed between the Parties that payment is made based on an invoice, this payment will be made within ten days of the invoice date.
- 7.3 The payment will first be used to reduce the costs, then to reduce the interest due and then to reduce the oldest outstanding principal and the current interest.
- 7.4 If the term referred to in paragraph 1 or paragraph 2 is exceeded, the Client is legally in default and will owe contractual interest per month, which is fixed at the percentage of the current statutory interest on the full invoice amount effective on the date of demand ability of the purchase price.
- 7.5 The Client is not authorized to deduct any amount from the purchase price due to a counterclaim made by it, whether or not due and payable.
- 7.6 All costs of judicial and extrajudicial collection of the claim (s) are for the account of the Client. The extrajudicial costs are set at a minimum of 15% of the principal and interest, with a minimum of USD 300 excluding VAT, without prejudice to the right to claim the actual extrajudicial costs that exceed this determined amount from the Client, such as these can be seen from the Truspices submitted notes from, among others, her lawyer.
- 7.7 If the Client does not comply with any of his claims against TruSpices obligation under the agreement, related agreements, prior or subsequent agreement and, or if TruSpices may reasonably suspect that in the future the Client will not meet or be able to meet any obligation as referred to above, TruSpices has the right to
1. Ask for pay in advance or with a certain degree of certainty, or immediate payment at delivery.
  2. Suspend deliveries (as well as the creation and processing of Products intended for delivery), without prejudice to the right to demand simultaneous or subsequent security for payment.
  3. Terminate the relevant agreement in full or in so far as not implemented, with immediate effect.
  4. Terminate one or more or all current purchase agreements in respect of which the Client is not in default, wholly or insofar as not executed, without prejudice to the right for TruSpices to claim full compensation from the Client.

## **8 DELIVERY / DELIVERY TIME**

- 8.1 Specified and / or agreed delivery times as specified by TruSpices are given as accurately as possible, but can never be regarded as deadlines, unless explicitly agreed otherwise.
- 8.2 Unless the Parties have explicitly agreed on a different delivery method, deliveries are "free of charge including duties" (DDP) (in accordance with the latest version of the Incoterms), which means that the time of delivery is the moment at which the Products

have reached the specified place, or, if dispatch due to causes beyond fault or risk of TruSpices is not possible, the moment at which the Products are ready for shipment.

- 8.3 The Client has a purchase obligation, at the latest within 3 weeks after the agreed period. The Products must be received in full by or on behalf of the Client at the agreed place and at the agreed time of delivery. The Client is responsible for sufficient loading and unloading options and for a quick release.
- 8.5 If the Products are not delivered / purchased within the agreed period, TruSpices has the right to store and / or deliver this at the expense and risk of the Client to the address of the Client, including the risk of a loss of quality, or to put it in custody. During the custody, the Client can only clear up his omission by accepting the custody. All costs related to this are for the Client.

## **9 RISKS AND TRANSFER OF OWNERSHIP**

- 9.1 The risk of the purchased Products transfers to the Client at the moment TruSpices offers the Products for delivery in accordance with the agreement or these Terms and Conditions.
- 9.2 All by TruSpices delivered Products remain the property of TruSpices up to the moment of full satisfaction of all that TruSpices has to claim from the Client in connection with the underlying agreement and / or earlier or later agreements of the same nature, including damage, costs and interest. The Client waives any retention right regarding those Products in advance and will not (have) seize those Products.
- 9.3 As long as the ownership of the delivered Products has not been transferred to the Client, the latter is not permitted to transfer ownership of these delivered Products, to pledge them or to encumber them in any other way, to dispose of them or to transfer them into use and / or use, under whatever title, other than in the conduct of its business.
- 9.4 The Client is obliged to deliver the Products delivered under retention of title with due care and as the recognizable property of TruSpices. To store TruSpices and to separate it from the other products that are with the Client.

## **10 QUALITY, CONTROL AND ADVERTISING**

- 10.1 Unless explicitly agreed otherwise, the Products are delivered with the usual trade qualities. Normal quality tolerances are used in all cases.
- 10.2 TruSpices reasonably guarantees the good quality of its Products, unless TruSpices, expressly stated otherwise, in accordance with the statutory requirements.
- 10.3 Although the Products are carefully manufactured and checked for, among other things, quality, taste, colour, odour and appearance, the Client remains obliged to check the Products itself within a short or reasonable period of time after receipt on the points mentioned.
- 10.4 Under penalty of forfeiting his right to complain, the Client must note any complaints, related to visible or otherwise easily recognizable defects in the Products and / or

shortcomings in the quantities, sizes and weights to be supplied on delivery on the way bill immediate notify after delivery (within 24 hours) to TruSpices in writing.

- 10.5 All other complaints regarding the delivered goods must be received by the Client within three days after receipt of the Products or within ten days, after the Client has become aware of or could have become aware of any defects and Client in writing with TruSpices must be submitted, failing which the Client is deemed to have accepted the Products unconditionally.
- 10.6 A complaint is not possible if the delivered item has one or more deviations that fall or fall within reasonable production tolerances according to the standards that are generally accepted for the relevant Products. Complaints are also not possible with regard to imperfections that (may be deemed to) be the result of improper or careless use and / or storage and changes by the Client or third parties without the knowledge or permission of TruSpices. Also, the fact that the delivered goods do not or not fully comply as a result of any government regulation, is not a ground for complaint.
- 10.7 In any case, the assessment as to whether the Products comply with what has been agreed upon will take place according to the condition in which these Products were or were in use at the agreed time of delivery.
- 10.8 Products, which have been the subject of a complaint by the Client, must be stored by him unused, unmixed and unprocessed carefully and made available to TruSpices. TruSpices is granted direct access to the place (s) where the relevant Products are stored.
- 10.9 In the event of a justified and timely complaint, the Client will only be entitled to or re-deliver the Products at no cost or to credit the purchase value of the Products that show full or partial defects, this in mutual consultation between the Parties.
- 10.10 Subject to intent or gross negligence of TruSpices does not give the Client any right to any form of deviation with regard to quantity, quality, colour, taste, scent, appearance or mixing.
- 10.11 Submitting a claim, regardless of whether it is found to be justified or not by TruSpices, the Client will never be released from its payment obligations towards TruSpices.

## **11 CONFIDENTIALITY**

- TruSpices and the Client undertake mutually absolute secrecy vis-à-vis third parties with regard to all business matters that come to their knowledge under the Assignment or execution thereof, in the broadest sense of the word.

## **12 LIABILITY**

- 12.1 TruSpices is in no way liable for indirect or intangible damage, such as but not limited to business, consequential, or silent damage and lost income and profits, loss of customers, damage to name and / or goodwill, unless such damage is caused by gross negligence. negligence or intent by one of the members of the management staff.

12.2 The liability of TruSpices for all direct damage and costs caused by or directly related to a shortcoming in the execution of the Assignment is at all times limited to 100% of the net invoice amount per Assignment, unless in the event of intent or gross negligence on the part of TruSpices. The above amount applies per claim in which a series of related events causing damage counts as one event / claim.

12.3 Any liability for damage as a result of undesired effects or side effects on other things by a Product is excluded.

12.4 Without prejudice to the provisions regarding the time periods for complaints, every legal claim for compensation is based on the liability of TruSpices with regard to defects in the Products delivered, expires three months after the relevant expiration date of the Product.

12.5 Client indemnifies TruSpices for all third-party claims, regardless of their nature and scope, caused by or arising in connection with Products by TruSpices and has no recourse on TruSpices in such a case.

### **13 FORCE MAJEURE**

- In the event of force majeure, TruSpices is entitled at its option to cancel the agreement concluded, or to suspend the moment of delivery until the moment that the force majeure has ceased to exist, without the Client having TruSpices to be entitled to some compensation.

### **14 TERMINATION**

- TruSpices has the right to suspend the execution of the agreement or, at its option, to terminate the agreement in writing or without prior notice, notification or judicial intervention, in whole or in part, with immediate effect at its option while retaining its future rights to reimbursement of costs and damage: (a) if the Client fails to meet one or more of its obligations arising from the agreement, or does not do so in time, or in full, or if it is certain that compliance without failure will be impossible; (b) the Client is declared bankrupt or its bankruptcy or (provisional) suspension of payment is imposed or granted, if its business is discontinued or terminated or is otherwise found to be insolvent; (c) if at the discretion of TruSpices radical changes occur in direct or indirect ownership or control relationships at the Client.

### **15 APPLICABLE LAW, CHOICE OF FORUM**

15.1 On all agreements between TruSpices and the Client are subject to Indonesian law, unless agreed otherwise.

15.2 All disputes arising from this Agreement will be settled exclusively by the competent court of Surabaya.

### **16 PRIVACY**

- 16.1 When the client processes Personal Data in the performance of the agreement, the client will process the personal data in a proper and careful manner and abide by the legal regulations that follow from the Laws and regulations. The client will take sufficient technical and organizational measures to guarantee a risk level of security for the processed personal data. In doing so, the client takes into account the state of the art, the implementation costs, the nature, the scope, the context and the severely different risks for the rights and freedoms of persons. The Client shall, upon request and without delay, inform TruSpices about the manner in which the Client fulfils its obligations under the aforementioned laws and regulations.
- 16.2 The client will not process the personal data obtained for processing for its own purposes and will not process for other or more far-reaching purposes than is reasonably necessary for the execution of the agreement with TruSpices, unless the client has given written permission for this.
- 16.3 The Client shall immediately inform TruSpices of any request and / or complaint from the Supervisory Authority with regard to the personal data that is processed during the execution of the agreement
- 16.4 The client will inform TruSpices as soon as possible, as soon as it has become aware of a breach in connection with the security of the personal data concerned.
- 16.5 If the agreement between the client and TruSpices ends, the client will ensure that all personal data that has become available to it within the framework of the execution of the agreement are returned to TruSpices or destroyed with the consent of the client, except to the extent that a mandatory legal provision.
- 16.6 If the Truspices processes personal data of the client, the obligations included in this article also apply to TruSpices.
- 16.7 Each party is liable towards the other party for damage caused by non-compliance with the provisions referred to in this Article. Liability between the parties remains limited to actual damage incurred. Each party is liable to those involved for damage caused by infringements of the rights of third parties under these provisions.