# Terms & Conditions

Version 1.0 (EN) — effective from 1 August 2026

General Terms and Conditions of Sale B2B — **Horecarte B.V.** (trade names: Horefood International · Esprase · Horeparts · La Vineria) — CoC (KvK) 69696985 · VAT NL857972145B01 · Registered office: Th. van Leeuwensingel 18, 2811 BN Reeuwijk (NL) · Warehouse: Pascalstraat 6, 2811 EL Reeuwijk · E-mail for formal notices, complaints and recalls: info@horecarte.com

*In the event of any discrepancy between language versions, the Dutch version prevails (Art. 26.1).*

## PART A — FOUNDATIONS

### Art. 1 — Definitions and scope

1.1 "Seller": Horecarte B.V., also trading under the trade names **Horefood International, Esprase, Horeparts and La Vineria** (CoC 69696985). "Customer": any natural or legal person purchasing products for purposes relating to its trade, business or profession. "Products": the goods offered by price list, webshop or offer; a distinction is made between "**Food Products**" (foodstuffs and beverages, including excise goods) and "**Non-Food Products**" (non-food articles), the latter in turn divided into: (a) "**Equipment**": electrical, electronic, mechanical or gas appliances; (b) "**Spare Parts**": spare parts and components; (c) tools, accessories, consumables and other non-food articles.

1.2 These terms and conditions apply exclusively to B2B sales. The Seller sells only to professional parties: the opening of an account is subject to approval following verification of the VAT number and trade-register registration. Orders that prove to originate from non-professional parties may be refused or cancelled by the Seller with full refund of any amount paid. For B2B contracts, the application of any consumer-protection regime, including any right of withdrawal, is excluded.

1.3 "Domestic contract": a contract with a Customer established in the Netherlands. "International contract": a contract with a Customer established in another country.

### Art. 2 — Applicability

2.1 These terms and conditions apply to every offer, pro forma, order (via webshop, e-mail, WhatsApp or any other channel), order confirmation, invoice and delivery of the Seller.

2.2 Any general purchasing conditions of the Customer are expressly rejected and do not apply, not even in part, unless accepted by the Seller in writing.

2.3 Deviations from these terms and conditions are valid only if agreed in writing and only for the individual order to which they relate.

2.4 The Seller may update these terms and conditions; the version applicable to each order is the version in force at the time the contract is concluded, as stated on the pro forma.

### Art. 3 — Conclusion of the contract

3.1 Price list, webshop and promotional material constitute an invitation to make an offer, not a binding offer. Every order placed by the Customer (via webshop or any other channel) constitutes a **purchase offer**.

3.2 The pro forma issued by the Seller is a **request for payment** and **does not constitute an order confirmation or an acceptance of the offer**. The pro forma is valid for **5 business days** from its date of issue: once that period has expired without payment, prices and availability are no longer guaranteed and the Seller may issue a new, updated pro forma.

3.3 The contract is concluded **exclusively upon the Seller's express order confirmation**, as a rule following receipt of full payment of the pro forma.

3.4 Payments received before confirmation are held as an advance: if the Seller does not confirm the order within **5 business days** of receipt of payment, the advance is refunded in full and no contract is deemed concluded.

3.5 By paying the pro forma, the Customer accepts these terms and conditions in full; the terms are attached to the pro forma in a format allowing storage and unaltered reproduction.

3.6 The Seller is entitled not to confirm or not to perform an order where there are payment arrears or other defaults of the Customer relating to previous orders, notifying the Customer accordingly; performance resumes once the position has been regularised.

### Art. 4 — Webshop account and authority to represent

4.1 Access to the webshop and the placing of orders require prior registration and approval of the Customer's B2B account.

4.2 The Customer declares that registration and orders are effected by persons authorised to bind it. The Customer acknowledges as its own all orders placed with its credentials, as well as the invoices issued on the basis of the data it has entered.

4.3 The Customer safeguards its credentials with due care, does not transfer them to third parties, and remains solely responsible for their use.

4.4 The Customer is solely responsible for the accuracy and completeness of the identification, tax and delivery data entered upon registration and ordering.

## PART B — PRICES, DELIVERY TERMS AND PAYMENT

### Art. 5 — Prices, delivery terms and transport

5.1 All prices refer to the goods alone with standard packaging and are **always exclusive of**: VAT, excise duties, customs duties and charges, present or future taxes, deposits (statiegeld), transport, insurance, certifications and handling costs. Such items, where due or requested, are stated separately on the pro forma or invoice. Unless expressly agreed, the price furthermore does not include: unloading beyond the first accessible kerbside point, internal handling, unpacking, assembly, installation, electrical, plumbing, gas or refrigeration connections, commissioning, testing, calibration, building works, permits, or collection and disposal of replaced equipment.

5.2 **Validity.** Offers and quotations are valid for **5 business days** unless otherwise stated in writing. Prices and availability are not reserved until payment of the pro forma and order confirmation.

5.3 **Minimum quantities and small orders.** The Seller may set minimum order quantities per product or per order. Unless a different amount is communicated before the conclusion of the contract via price list, webshop or pro forma, the minimum order amount is **€ 1,000** (goods value, excluding VAT), and orders between **€ 1,000 and € 1,500** are subject to a handling surcharge of **€ 25**, stated on the pro forma.

5.4 **Variable weight.** For products sold by variable weight the price is expressed per kg; the pro forma amount is an estimate and the adjustment to the weight actually shipped is made in the final invoice, by debit or credit note. The Seller may require a reasonable precautionary advance on the estimated weight, refunding any excess; any balance due by the Customer is payable within **7 days** of the final invoice.

5.5 **Surcharges.** Delivery by appointment, tail-lift, pallet truck, restricted-traffic or hard-to-reach areas, islands, redelivery and storage (Art. 10) may entail surcharges, stated on the pro forma or charged at documented cost.

5.6 **Promotions.** Promotions are valid while stocks last, are not retroactive and cannot be combined.

5.7 **Currency and charges.** All amounts are in euro. Bank charges are borne by the Customer: the amount due must reach the Seller net of any commission or deduction.

5.8 **Price increases after conclusion of the contract.** After the order confirmation the Seller may adjust the price exclusively for: (a) new or amended taxes, excise duties or mandatory charges; (b) changes requested by the Customer; (c) consequences of incorrect or incomplete information provided by the Customer; (d) categories of extraordinary or variable costs expressly identified in the order confirmation, in accordance with the calculation criteria specified therein. In any other case of cost increase, the Seller may only cancel the line concerned, refunding what has been received for it.

5.9 **Delivery terms.** Each pro forma/order confirmation states the delivery term in the form "Incoterm + named place + Incoterms® 2020". In the absence of a different written agreement: (a) **FCA warehouse of departure stated in the order confirmation (Incoterms® 2020)** — where the Customer arranges collection with its own carrier; (b) **CPT named place of destination (Incoterms® 2020)** — where the Seller, at the Customer's request, engages the carrier **in its own name**, indicating separately to the Customer the cost of transport to destination. The separate charging of transport does not alter the delivery term: risk passes to the Customer **upon delivery of the goods to the first carrier**. (c) **DAP/DPU** terms apply only if expressly agreed in writing for the individual order; in that case the transport risk remains with the Seller up to the named place, without prejudice to Art. 10 in the event of failure to take delivery.

5.10 In the cases under Art. 5.9(b), transport damage or shortages are handled in accordance with Art. 11; the Seller, as principal of the carrier, assists the Customer in pursuing the claim against the carrier and, where necessary, assigns the relevant claims to the Customer. All-risk insurance of the goods value is available upon written request and at the Customer's expense.

5.11 Excise and customs formalities, where handled by the Seller, are ancillary services charged separately, calculated on the rates in force and on the information provided by the Customer; any difference arising from supervening rates or from incorrect or incomplete data of the Customer is for the Customer's account.

5.12 Manifest errors of price or content in the price list, webshop or offer do not bind the Seller, who may cancel the order concerned, refunding what has been paid for the products in question, without further obligations.

5.13 With the placing of each order, the Customer warrants that it holds the licences, registrations and requirements necessary to receive, import, hold and resell the Products in the country of destination — including, where applicable: licences for the sale of alcoholic beverages, excise registrations, a valid VAT number in its own name, and registration as a food business operator — and provides documentary evidence thereof upon the Seller's request before shipment. Until such documentation is received, the Seller may suspend shipment without liability, with storage costs borne by the Customer.

5.14 If shipment, importation or delivery is prevented, delayed or burdened with costs due to the absence or non-conformity of the Customer's requirements or due to data provided by it incorrectly or incompletely, the Customer bears **all costs and damage actually caused** by such default — including customs holds, storage, return transports, penalties and additional taxes, documented by the Seller — which may be withheld from sums already received; any remainder is refunded to the Customer. The Customer indemnifies the Seller against claims of third parties or authorities arising from breach of the warranties under Art. 5.13. VAT falling due as a result of an invalid VAT number or false declarations of the Customer is charged to it in full, with interest and penalties.

### Art. 6 — Payment

6.1 Unless otherwise agreed in writing pursuant to Art. 7, supply takes place against **advance payment of the entire pro forma amount**. For new customers, advance payment is a non-negotiable condition of the first order.

6.2 **Payment methods.** The standard payment method is **advance bank transfer**, at no additional cost. For payment by **card or other online payment methods** the Seller may charge a surcharge not exceeding the **direct cost** of the method used (indicatively **1.5%**), limited to those methods and cards for which this is permitted under applicable law. **Deferred payment** — permitted exclusively upon prior written authorisation pursuant to Art. 7 — entails a **deferred-payment fee** of **3.5%** of the invoice amount, unless a different rate is stated in the authorisation, without prejudice to the terms, limits and securities provided for in Art. 7. Surcharges and fees are stated on the pro forma or invoice.

6.3 The payment terms stated on the pro forma, order confirmation or invoice are of the essence.

6.4 In the event of late payment the Customer is in default by operation of law, without notice of default being required, from the day following the due date; statutory commercial interest accrues (Art. 6:119a Dutch Civil Code). Extrajudicial collection costs are contractually set at **15% of the amount due, with a minimum of € 250**; this amount is all-inclusive and replaces (does not accumulate with) the € 40 fixed sum and the statutory scale, without prejudice to compensation for demonstrably higher damage.

6.5 In the event of non-payment or irregular payment, the Seller may suspend any delivery, including under other orders, and terminate the contract for serious default by simple written notice.

6.6 The Customer may not set off its own claims against amounts due to the Seller, nor suspend payments, unless the claim has been acknowledged by the Seller in writing or established by a court.

6.7 **Bank details.** Payments have discharging effect only if made to the IBAN stated on the pro forma or invoice. Changes to the Seller's bank details are never communicated by mere e-mail: they are effective only if stated on a subsequent pro forma or invoice and verifiable by telephone via the Seller's official contact details. In the event of communications concerning changed bank details, the Customer is required to verify them by telephone via a contact already known to it before paying; payments made to accounts other than those referred to above do not discharge the Customer.

### Art. 7 — Credit

7.1 No supply takes place on credit, save upon **separate written authorisation** of the Seller stating the credit limit and the payment terms granted. The authorisation is revocable or reducible at any time, with immediate effect, in the event of deterioration of the Customer's credit risk or of adverse information coming to light.

7.2 If even a single invoice is overdue and unpaid, the Seller may immediately suspend all supplies and the confirmation of new orders, including those already accepted, without liability.

7.3 **Acceleration:** in the event of late payment, application for moratorium, insolvency, attachments or cessation of business of the Customer, all sums owed to the Seller, on whatever ground, become immediately due and payable.

7.4 Payments by the Customer are applied first to costs and interest, then to principal, starting with the oldest debt, unless the Seller notifies a different application.

7.5 The Seller may make the performance of any order, including one already confirmed, conditional upon advance payment or the provision of adequate security (bank or personal), where circumstances arise casting doubt on the Customer's solvency.

## PART C — ORDER AND DELIVERY

### Art. 8 — Cancellation and amendment of the order

8.1 The confirmed order is **binding: the Customer has no right of cancellation or amendment**. A cancellation request may be considered, in writing and at the Seller's sole discretion, **only for as long as the order has not been forwarded to the suppliers or the warehouse for preparation** — a moment which, as a rule, follows shortly after receipt of payment. If accepted within that window, the Seller refunds what has been paid, less the administrative and bank costs incurred.

8.2 After the moment referred to in Art. 8.1, where the Seller exceptionally consents to a cancellation: (a) for **Food Products**, a cancellation fee is due of **25% of the goods value for dry/shelf-stable products** and **up to 100% for fresh, perishable or specially procured products**, the latter only to the extent that the goods cannot reasonably be re-placed; (b) for **Non-Food Products** already ordered from the supplier, cancellation is permitted exclusively if and to the extent that the upstream supplier accepts the cancellation or return: any refund equals the amount actually recovered by the Seller, less the supplier's charges, transport costs and a handling fee of **15%**; if the Product was procured specifically for the Customer or cannot reasonably be resold, up to **100%** of its value may be withheld. The above fees constitute an all-inclusive liquidated settlement of the cancellation costs (including charges from upstream suppliers and transport already committed, which are deemed absorbed therein and do not accumulate); the Seller endeavours to mitigate the damage and, in the event of resale of the goods, takes this into account in determining the amount due. Any surplus received is refunded to the Customer.

8.3 If individual Products cannot be supplied for regulatory, excise or licensing reasons or due to unavailability at the suppliers, the Seller may remove them from the order with issue of a credit note, without this entitling the Customer to cancel the remaining order, unless the removal concerns an essential part of the order.

## Art. 9 — Delivery and time limits

9.1 Communicated delivery dates and windows are **indicative and do not constitute a firm deadline**. Shipment takes place via third-party carriers, as a rule by groupage with weekly departure cycles.

9.2 **Long-stop.** If delivery has not taken place within **60 days** of the indicative date communicated, and the delay is not attributable to the Customer, the Customer may — following written notice granting a supplementary period of 10 business days — cancel only the undelivered part of the order, with refund of the sums paid for that part. Any further compensation is excluded, save for mandatory provisions of law.

9.3 The Seller may make partial deliveries, spread an order over several deliveries or combine several orders into a single delivery. Out-of-stock lines are removed with a credit note pursuant to Art. 8.3 or, with the Customer's consent, handled as a backorder with subsequent delivery.

9.4 **Substitutions.** Adjustments to packaging alone which do not affect product, quantity and price are permitted without notice. The substitution of a Product with an equivalent other (different brand, format, vintage or the like) requires the **Customer's consent**, including by e-mail or WhatsApp; in no case may a higher price be charged without express acceptance. In the absence of consent, the Product is removed with a credit note pursuant to Art. 8.3.

9.5 Pallets and transport packaging are **one-way**; the Seller is not obliged to exchange or take back EPAL pallets or other carriers, save by written agreement. Any deposits (statiegeld), where applicable, are charged separately.

## Art. 10 — Delivery address and unloading obligations of the Customer

10.1 The Customer is solely responsible for the accuracy, completeness and suitability of the delivery address and of any information regarding the unloading point provided when ordering, to the exclusion of any liability of the Seller for failed, delayed or incorrect deliveries attributable to such information.

10.2 By placing the order the Customer warrants that the delivery address: (a) is reachable and accessible by trucks and articulated lorries of standard dimensions; (b) allows unloading safely and in compliance with local regulations; (c) is attended by a person authorised to receive the goods during the communicated delivery windows. The Customer notifies in writing, before the order confirmation, any restriction or special requirement: need for tail-lift or pallet truck, restricted-traffic zones, time, weight or height restrictions, absence of a loading dock, unpaved yards. In the absence of notification, the unloading point is presumed suitable and the consequences are for the Customer's account.

10.3 The delivery window communicated by the carrier is indicative. The Customer guarantees attendance at the unloading point for the entire indicated delivery day.

10.4 Where delivery cannot be performed for causes attributable to the Customer or to the unloading point indicated by it — by way of example: inaccessible or unsuitable address, absence of an authorised person, unjustified refusal of the goods, information under Art. 10.2 missing or incorrect — the Customer is deemed in **creditor's default (schuldeisersverzuim)** without further notice, and: (a) where the agreed term places the transport risk on the Seller (Art. 5.9(c)), the risk nevertheless passes to the Customer from the moment of the first delivery attempt; (b) the actual documented costs of redelivery, vehicle standstill and waiting, return transport, handling and warehousing, including charges applied by the carrier, plus reasonable administrative costs of the Seller, are for the Customer's account; (c) for perishable or temperature-controlled goods, the Customer bears the loss of saleability resulting from the failure to unload.

10.5 A delivery attempt failed for causes under Art. 10.4 does not entitle the Customer to cancel the order, terminate the contract or obtain reimbursement of what has been paid, without prejudice to Art. 10.6. The Seller may, at its option: (a) agree a redelivery, subject to payment of the accrued costs; (b) store the goods at its own or a third party's warehouse, at the Customer's expense and risk; (c) place the goods at the Customer's disposal for collection.

10.6 Once **10 business days** have elapsed from the first delivery attempt without the Customer having given written instructions and paid the accrued costs — reduced to **48 hours** for perishable or refrigerated goods — the Seller may terminate the contract for the Customer's default and resell or dispose of the goods. In that case the Seller is entitled to: the actual documented costs of transport, storage, handling and disposal; the difference between the contract price and the net proceeds of resale; and a penalty of **10% of the goods value** to cover organisational costs, **without duplication of items already recovered**. The Seller endeavours to resell the goods at the best reasonably obtainable price. Amounts already received from the Customer are applied to these items; **any remainder is refunded to it**.

10.7 A change of delivery address requested by the Customer after the transport has been booked entails the charging of the costs of the space already booked with the carrier, to the extent not recoverable, in addition to the costs of the new transport.

10.8 The Seller may charge the costs under this article by way of set-off against sums already received from the Customer, including under other orders, accounting for this in writing.

10.9 Unless expressly stated otherwise in the order confirmation, Equipment is delivered **to the first accessible kerbside point**. Unloading by special means, carrying indoors, positioning, removal of packaging, assembly or installation are not included. The Customer ensures accessibility, personnel and adequate handling equipment.

## Art. 11 — Inspection and complaints

### *A. Inspection upon delivery*

11.1 The Customer (or whoever receives on its behalf) inspects the goods **at the time of unloading**: number of pallets and packages, visible integrity, temperature for refrigerated goods (to be measured upon opening of the cargo compartment, immediately).

### *B. Transport damage and shortages (CMR regime)*

11.2 **Visible** damage or shortages must be noted on the driver's CMR/delivery note, in the driver's presence, in a precise and detailed manner (number of packages, type of damage); general reservations ("subject to checking" or the like) do not constitute a useful reservation for the purposes of the claim against the carrier.

11.3 Damage or shortages **not visible** upon delivery must be notified in writing within **7 days** of delivery (Sundays and public holidays excluded); delays in delivery within **21 days** of the goods being placed at disposal, in accordance with Art. 30 CMR. The mandatory provisions of the CMR Convention remain unaffected and prevail over any provision to the contrary.

11.4 To enable the claim against the carrier to be pursued, the Customer reports any transport anomaly to the Seller **as soon as detected and in any event within 24 hours**, by e-mail with photographs, order number and transport documents. Late notification does not prejudice mandatory rights under CMR, but the Customer is liable for the prejudice the delay causes to the recoverability of the damage from the carrier.

11.5 Damaged packages: they must be refused to the driver with a note on the CMR, or retained and kept available for inspection; disposal is permitted only with the Seller's prior written authorisation or against a disposal certificate, on pain of loss of the reimbursement. An exception applies to disposal ordered by the competent authority or required for urgent reasons of food safety or public health: in such cases the reimbursement is not prejudiced, provided the Customer documents the event with photographs, lot number, transport documents and destruction certificate.

***C. Product non-conformity (commercial complaints)***

11.6 Discrepancies from the order (wrong product, quantities, agreed shelf life) and **visible** defects must be reported in writing, with photographs, within **48 hours** of delivery. **Hidden** defects must be reported within **5 business days of discovery** and in any event **no later than 6 months after delivery**. Late complaints are time-barred and the goods are deemed accepted, **save as provided in Art. 11.8**.

11.7 In the event of a well-founded and timely complaint, the Seller shall — at its option — replace the product or issue a credit note. The complaint does not suspend the obligation to pay undisputed amounts.

11.8 The forfeiture periods of this article **do not apply** to reports concerning food safety, food fraud or product recall (Art. 15), nor to safety and recall reports concerning Non-Food Products (Art. 15a.9), nor do they limit rights arising from mandatory provisions of law.

### Art. 12 — Returns (RMA)

12.1 In the B2B relationship **there is no general right of return**. This article does not apply to transport damage (Art. 11.B), non-conformities (Art. 11.C) or recalls and safety measures (Arts. 15 and 15a.9), which follow their respective procedures.

12.2 Any commercial returns are permitted only upon **written authorisation of the Seller with assignment of an RMA number**, to be requested within **10 days** of delivery. The goods must be intact, in the original unopened packaging, fit for resale and with adequate remaining shelf life; the return transport is at the Customer's expense and risk, to the address indicated in the authorisation.

12.3 In any event **excluded from return** are: perishable or temperature-controlled products, products specially procured for the Customer, personalised products, products close to expiry, and electrical or electronic components that have been installed or whose installation has been attempted.

12.4 Crediting takes place after inspection of the returned goods, less a handling and re-placement fee of **15%** of the goods value, plus any transport costs advanced by the Seller.

12.5 **Non-Food returns.** Commercial returns of Non-Food Products must be requested within **5 business days** of delivery and are subject to acceptance by the upstream supplier. Crediting takes place only after inspection and, where applicable, after issue of the corresponding credit note by the supplier, less transport, checking, reconditioning, handling (restocking) fee and other documented costs. This paragraph does not apply to defects and warranty (Arts. 11 and 15a).

## PART D — PRODUCT: FOOD AND NON-FOOD

*Arts. 13–15 apply to Food Products only; Non-Food Products are governed by Art. 15a.*

### Art. 13 — Shelf life and storage

13.1 Save for a written agreement on the individual order, the remaining shelf life is not the subject of a specific warranty. The Seller operates predominantly by direct shipment from the supplier and does not physically inspect the goods before shipment: the dates applied by the producer on the packaging are decisive. The Customer checks the dates upon delivery and reports in writing, within **48 hours**, Products whose remaining life is manifestly incompatible with their normal marketing; the procedure of Art. 11.6 applies. Specific remaining shelf-life requirements apply only if agreed in writing on the individual order.

13.2 A distinction is made between the "use by" date and the "best before" (BBE) date: the Seller does not deliver Products past the "use by" date, nor highly perishable Products with a remaining life incompatible with their normal marketing.

13.3 From the moment of delivery, the Customer is responsible for proper storage (cold chain, HACCP, conditions indicated by the producer). Any liability of the Seller for products stored in a non-compliant manner or marketed by the Customer past the above dates is excluded.

### Art. 14 — Compliance, labelling and resale

14.1 The Seller warrants that the Products, at the time of delivery, comply with the EU food legislation applicable to its activity as a trading business and bear the labelling applied by the producer, with the mandatory information under Regulation (EU) 1169/2011 for the market in which the producer placed them. The Seller does not supply Products which it knows or ought reasonably to know to be non-compliant (Art. 8 Reg. (EU) 1169/2011). The suitability of the labelling for the country and language of the market of destination is governed by Art. 14.2.

14.2 The Customer is responsible for the obligations incumbent on it as a reselling operator: suitability of the labelling and consumer information for its own market and language (including any translations or supplementary labels), compliance with local rules on the sale of alcoholic beverages, storage and serving.

14.3 Each party indemnifies the other against third-party claims arising from its **own** acts or omissions: the Customer for the use, storage and resale of the Products after delivery; the Seller for the phases under its control.

### Art. 15 — Traceability, food safety and recalls

15.1 The Seller ensures the "one step back – one step forward" traceability provided for by Art. 18 of Regulation (EC) 178/2002 and keeps the records (supplier, product, lot where available, consignee, date) for the period customary in the sector.

15.2 The Customer keeps the data necessary to identify the Products received (transport documents, lots, dates) and to trace its own subsequent sales.

15.3 Each party informs the other **without delay** where it has reason to believe that a Product supplied does not meet food-safety requirements, and cooperates fully in withdrawals and recalls, in notifications to the competent authorities (NVWA or local authority) and in communications to end customers, in accordance with Art. 19 of Regulation (EC) 178/2002.

15.4 As between the parties, the costs of withdrawal or recall are allocated **according to cause**: the Seller bears them if they originate from a defect of the Product pre-existing delivery — any recourse of the Seller against its own supplier remaining a separate relationship which does not concern the Customer —; the Customer bears them if they originate from non-compliant storage, handling or marketing after delivery. The costs borne by the Seller are subject to the limitations of Art. 17, to the extent these may be derogated from (Art. 17.4).

15.5 The Customer keeps samples and documentation of the disputed goods and the temperature records where applicable, and makes them available for verification.

15.6 Allergen and ingredient information is that provided by the producer on the label; the Seller forwards the available product specifications upon request.

### Art. 15a — Non-Food Products (equipment and spare parts)

15a.1 Arts. 13, 14 and 15 apply to Food Products only. Non-Food Products are governed by this article, without prejudice to any other provision of these terms and conditions.

15a.2 **Compliance.** Non-Food Products comply with the applicable EU requirements (including CE marking where required) and are accompanied by the producer's documentation; the producer's technical documentation is decisive.

15a.3 **Warranty.** The type, duration, territorial scope and modalities of the commercial warranty applicable to Equipment are stated in the offer, the product sheet or the order confirmation. Depending on the Product, the warranty may be: (a) limited to parts (**parts-only**); (b)

**carry-in**; (c) with service at the place of installation (**on-site**). Every claim is submitted exclusively to the Seller, which handles it in accordance with the applicable warranty plan and the procedure of the producer or upstream distributor. Unless expressly stated in writing, no commercial warranty is granted beyond the Seller's contractual obligations and mandatory law.

15a.4 **Service costs.** The parts-only warranty covers exclusively the part recognised as defective and its shipment in accordance with the applicable procedure; diagnosis, labour, call-out, dismantling, reinstallation, refrigerant and business interruption remain excluded. Under the carry-in warranty the Customer arranges, at its own expense and risk, de-installation, packaging and transport to the designated centre. On-site service is owed exclusively where expressly stated in the order confirmation and is as a rule provided in the Netherlands only; for Products located outside the Netherlands, the carry-in regime applies, with transport at the Customer's expense and risk, unless otherwise stated in writing.

15a.5 **DOA.** The Customer unpacks, installs or tests the Equipment within **5 business days** of delivery, unless a different schedule is agreed in writing. A failure found upon first commissioning must be reported within **48 hours** of the test and in any event within that period. The Seller, having verified the report, may arrange diagnosis, repair, supply of a spare part, replacement or credit note, according to the nature of the defect and the applicable warranty procedure. A later report is treated as an ordinary warranty claim and not as DOA.

15a.6 **Warranty procedure.** The claim contains at least: model and serial number; invoice and delivery date; photographs or videos; description of the defect and error codes; installation and operating conditions; proof of installation by a qualified technician, where required; maintenance records. The Customer does not carry out or commission repairs without the Seller's prior written authorisation; in the absence of authorisation, the related costs are not reimbursable.

15a.7 **Installation, use and exclusions.** No installation obligation rests on the Seller; the Customer arranges professional installation and use in accordance with the producer's instructions and, where required, by qualified personnel. The warranty is excluded to the extent defects are caused or aggravated by non-compliant installation, connection, use, cleaning, maintenance, modification or repair. Also excluded are: normal wear and tear, glass, lamps, filters, gaskets and other consumables; limescale or water quality; insufficient ventilation; non-compliant electrical supply, gas or water pressure; incompatible ambient conditions; damage from frost, corrosion or chemical agents.

15a.8 **Compatibility.** The Customer verifies model, serial number, utilities, dimensions and article number; sales are made by article number. If the Customer provides complete and correct data and the Seller expressly confirms compatibility in writing, the Seller is answerable for the correctness of its confirmation within the limits of Arts. 17–18.

15a.9 **Non-Food safety and recalls.** Each party informs the other without delay where it has reason to believe that a Non-Food Product is dangerous or non-compliant. The Customer immediately suspends use and resale, preserves the Product and its identification data, and cooperates in corrective measures, withdrawal or recall and in communications to the authorities. Costs are allocated according to cause, without prejudice to the mandatory responsibilities under the applicable regulations (including Regulation (EU) 2023/988 — GPSR, where applicable).

15a.10 **Environmental contributions, WEEE and batteries.** Applicable environmental, WEEE, battery and packaging contributions are stated separately in the offer or invoice. Collection, de-installation, handling and transport of decommissioned equipment constitute separate services and are charged, save where the applicable regulations require them to be performed free of charge. No decommissioned product may be returned without the Seller's prior authorisation and instructions.

### Art. 16 — Retention of title

16.1 The goods delivered remain the property of the Seller until full payment of the claims referred to in Art. 3:92(2) of the Dutch Civil Code, namely: the consideration for all goods delivered or to be delivered under the contract or similar supply contracts, the ancillary services rendered in connection with such contracts, and the claims for failure to perform them (including interest and costs).

16.2 Until that moment the Customer may not pledge the goods or grant them as security; resale in the ordinary course of business is permitted. The Customer immediately notifies the Seller of any attachments or third-party claims on the goods.

16.3 In the event of default or insolvency of the Customer, the Seller may repossess the goods, and the Customer hereby undertakes to provide every cooperation. For goods located outside the Netherlands, the retention is deemed also constituted in the forms which the law of the place where the goods are located may require, which the Customer undertakes to perfect upon request.

## PART E — LIABILITY

### Art. 17 — Warranty and limitations of liability

17.1 The Seller warrants that the Products conform to the declared characteristics and are fit for trade at the time of delivery, within the limits of Arts. 11–15a.

17.2 The Seller's total liability is **limited to the invoice value of the goods affected by the damaging event, per individual order**. A series of connected events or events originating from the same cause is regarded as a single event. The remedy is, at the Seller's option, repair, replacement or credit note.

17.3 If the damage is covered by the Seller's insurance, liability is limited to the amount actually paid out by the insurer, plus the deductible. If the insurer does not pay out the damage, the limit under Art. 17.2 remains applicable in any event.

17.4 The limitations of this article and of Art. 18 **do not apply** in the event of: intent or deliberate recklessness of the Seller or its managers; death or personal injury; product liability or mandatory product-safety and recall obligations, for food and non-food products, to the extent these cannot be derogated from by law.

### Art. 18 — Exclusion of indirect damage

18.1 Within the limits of Art. 17.4, the Seller's liability for indirect or consequential damage is excluded, including by way of example: loss of profit, lost sales, loss of customers or goodwill, business interruption, damage to reputation, claims of the Customer's own customers.

### Art. 19 — Force majeure

19.1 The Seller is not liable for failures or delays due to circumstances beyond its reasonable control which could not reasonably be prevented or overcome, including by way of example: disasters, wars, epidemics, strikes, interruptions of transport or infrastructure, measures of authorities, customs or excise blockages, energy crises. Non-performance by suppliers or carriers constitutes force majeure only if the Seller could not reasonably procure a substitute supply or transport.

19.2 The Seller notifies the Customer of the force majeure event without delay, limits its effects as far as possible and keeps the Customer informed of developments.

19.3 In the event of force majeure the Seller may suspend performance. If the impediment lasts longer than **60 days**, either party may terminate the contract for the part not performed, with refund of what has been paid for services not rendered and without further compensation.

## PART F — LEGAL FRAMEWORK

### Art. 20 — Assignment

20.1 The Customer may not assign **the contract** or the non-monetary rights arising from it to third parties without the Seller's written consent. This clause does not limit the assignability or pledgeability of **monetary claims**, in accordance with Art. 3:83(3) of the Dutch Civil Code.

20.2 The Seller may assign its claims upon notice to the Customer.

### Art. 21 — International contracts

21.1 For international contracts, these terms and conditions are incorporated by their effective making available (attachment to the pro forma or downloadable linked file) **before the conclusion of the contract**, in the Dutch or English language.

21.2 Section 6.5.3 of the Dutch Civil Code concerning general terms and conditions does not apply to international contracts, pursuant to Art. 6:247(2) of the Dutch Civil Code.

### Art. 22 — Applicable law

22.1 All contracts between Seller and Customer are governed **exclusively by Dutch law**.

22.2 The application of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is **expressly excluded**.

22.3 Overriding mandatory provisions and mandatory rules applicable irrespective of the chosen law (Art. 9 Rome I Regulation) remain unaffected, including the food, customs, tax and excise rules of the country concerned.

### Art. 23 — Jurisdiction

23.1 Any dispute between the parties is submitted **exclusively** to the **District Court of The Hague (rechtbank Den Haag)**, the Netherlands. By way of partial derogation, the **Seller alone** is entitled also to bring proceedings before the courts of the Member State of the European Union or of the State bound by the Lugano II Convention in which the Customer has its seat. Acceptance of these terms pursuant to Art. 3.5, recorded on a durable medium, satisfies the requirement of writing for the purposes of Art. 25 of Regulation (EU) 1215/2012.

### Art. 24 — Availability and filing

24.1 These terms and conditions are attached to every pro forma in a format allowing storage and reproduction, are available for download on the Seller's website and are provided free of charge upon request.

24.2 These terms and conditions may be filed with the Chamber of Commerce (KvK) or the registry (griffie) of the court; the details of any filing are stated on the Seller's website.

### Art. 25 — Privacy

25.1 Personal data are processed in accordance with the Seller's privacy statement, available on the website.

### Art. 26 — Languages and final clauses

26.1 These terms and conditions are drawn up in Dutch and English; versions in other languages are courtesy translations. In the event of any discrepancy, the Dutch version prevails.

26.2 The invalidity or ineffectiveness of an individual clause does not affect the validity of the remaining clauses; the invalid clause is deemed replaced by a valid clause with an effect as equivalent as possible.

26.3 Individual written agreements prevail over these terms and conditions to the extent they expressly derogate from them.

26.4 **Tolerance and goodwill gestures.** Any tolerance, voluntary performance or solutions granted by the Seller beyond its contractual obligations (including, by way of example, redeliveries, replacements or refunds granted out of commercial goodwill) do not constitute a waiver of the rights arising from these terms and conditions, do not modify their content and do not create any legitimate expectation or right of the Customer for future orders.

---

Horecarte B.V. (trade name Horefood International) · CoC 69696985 · VAT NL857972145B01 · Th. van Leeuwensingel 18, 2811 BN Reeuwijk (NL) · info@horecarte.com — General Terms and Conditions of Sale B2B, version 1.0 (EN), effective from 1 August 2026.