



General Terms and Conditions of Sale and Delivery of OV Fruit B.V.

with its registered office in Ridderkerk and its principal place of business at Selderijweg 90, 2988 DG Ridderkerk. Registered with the Chamber of Commerce and Industry in Rotterdam under file reference number 86880780

SALE

1. Applicability

- 1.1. Only the following conditions apply to all quotations and/or agreements and all obligations arising from that under which OV Fruit B.V. (“Seller”) sells and delivers goods to its counterparty (“Buyer”).
- 1.2. Any stipulations that vary from these General Terms and Conditions are valid, if and insofar explicitly agreed on in writing. The Seller hereby explicitly rejects the applicability of any general terms and conditions used by the Buyer.

2. Formation of the agreements

- 2.1. All offers made by the Seller are without any obligation.
- 2.2. The Seller reserves the right to revoke an offer made by it within two (2) working days of its acceptance.
Acceptance of an offer made by the Seller can only take place by written notification from an appropriately authorised person.
- 2.3. If upon acceptance, the offer made by the Seller is deviated from, this acceptance will be regarded by the Seller as an invitation to make an offer. In that case, the Seller will make a new written offer, to which Articles 2.1. and 2.2. apply.
- 2.4. Furthermore, agreements are only concluded after an order has been accepted by the Seller. The seller has the right, without stating reasons, not to accept orders or assignments or to accept them only under the condition that the shipment takes place cash on delivery or after payment in advance.

3. Prices

- 3.1. Prices quoted or agreed on are for delivery ex warehouse and are exclusive of packaging and shipping costs, including loading and unloading and exclusive of turnover tax.
- 3.2. In the event of levies or special taxes being announced after the conclusion of the agreement, as well as in the event of an amendment to these insofar as they are in force during the conclusion of the agreement, the Seller has the right to

increase the agreed price accordingly and to pass on that price increase to the Buyer, even if that price increase was foreseeable when the agreement was entered into.

4. Delivery

1. Unless explicitly agreed on otherwise, delivery takes place *ex warehouse* where the sold items are stored.
2. From the moment the purchase agreement has been concluded, the sold items are at the disposal of the Buyer, and are for the account and risk of the Buyer.
3. If it has been agreed that delivery to the Buyer is made *ex warehouse*, the Buyer must arrange for the transport.
4. If in the case of Article 4.1., the Seller arranges for the transport at the request of the Buyer, the Seller will only do so on behalf of the Buyer and at its expense and risk. The Seller excludes all liability for the instructions assigned to it in connection with transport. If the Buyer has not issued a special instruction for the choice of haulier, the Seller can select one.
5. If it has been agreed that delivery to the Buyer is made *carriage paid*, the Seller will arrange the transport. In that case, delivery takes place by delivery of the goods to the address agreed on with the Buyer.
6. Also in the case referred to in Article 4.5., the goods sold by the Seller are entirely at the expense and risk of the Buyer from the moment the purchase agreement has been concluded.
7. The Buyer is responsible for taking out transport insurance. This is never included in the transport.
8. If the Seller carries out any customs formalities or similar activities for the Buyer in relation to the settlement of the purchase agreement, these activities are at all times at the expense and risk of the Buyer.
9. The Buyer guarantees the Seller that it always has the required permits for the import or transit of goods purchased by it, and the Buyer indemnifies the Seller in this regard against all claims (including claims from product liability), taxes or fines, from third parties, including any national or foreign government, or any European body.

5. Delivery periods

- 5.1. Delivery periods on the part of the Seller are free from obligation and can never be regarded as final deadlines.

- 5.2. The Seller can never be in default by the mere lapse of the agreed delivery periods; this always requires a written notice of default.
- 5.3. Exceeding a delivery period never entitles the Buyer to any compensation, dissolution of the agreement or any other action against the Seller. This is only different in the event of intent or gross negligence on the part of the Seller or its management personnel, or if the delivery period is exceeded by more than four weeks. In that case, the Buyer has the right to dissolve the agreement, but without being able to claim any compensation.

6. Non-acceptance of goods

- 6.1. If it has been agreed that delivery to the Buyer is made *ex warehouse*, the Buyer must, after the aforementioned agreement has been concluded, instruct a haulier appointed by or on behalf of the Buyer to take delivery of the goods purchased by the Buyer as soon as possible, in any case within 48 hours.
- 6.2. If the Buyer fails to take delivery of the goods delivered by the Seller for whatever reason outside the will and control of the Seller, the Buyer is still obliged to fulfil the agreed payment conditions as if it had taken delivery of the goods delivered.
- 6.3. If the Buyer does not take delivery of the goods delivered by the Seller, the Seller is entitled to store them at a location chosen by the Buyer at the expense and risk of the Buyer. The Seller is not obliged to compensate the Buyer for any damage - for example but not exclusively as a result of deterioration in quality or weight - in connection with the non-acceptance of the delivered goods.

7. Payment

- 7.1. Payment must always be made within thirty (30) days after delivery, unless explicitly agreed otherwise.
- 7.2. In the event of late payment by the Buyer, the Buyer owes default interest equal to the statutory interest, increased by 2% per year, from the thirtieth (30th) day until the day of full payment.
- 7.3. In the event of late payment, the Seller is authorised to postpone delivery of other goods sold by it to the Buyer until the Buyer has fully fulfilled its payment obligations, including the payment of contractual interest due.
- 7.4. If payment has not been made on the 30th day after the invoice date, the Buyer will be in default by operation of law without any notice of default being required, and the Buyer will owe statutory interest, increased by 2% on the invoice amount.
- 7.5. If the Buyer applies for a moratorium or files a petition for bankruptcy, all outstanding invoices are immediately due and payable.

- 7.6. In the event of non-compliance with the payment obligation by the Buyer on the final date, the Seller is entitled to hand over the claim. Judicial and extrajudicial costs will be payable by the Buyer. Extrajudicial collection costs are based in accordance with the collection fee of the Netherlands Bar Association, subject to a minimum of € 200, excluding VAT.

8. Complaints

- 8.1. Upon delivery, the Buyer is obliged to inspect the delivered goods for visible exterior damage. If the goods are made available to a haulier, the Buyer must have these goods inspected by a person to be designated by the Buyer. If no one is appointed, the driver who takes delivery of the goods on behalf of the Buyer is expected to inspect the goods on behalf of the Buyer.
- 8.2. Complaints with regard to quantity and externally visible damage and/or defects must be submitted in writing by the Buyer as soon as possible, but in any event within 12 hours of delivery as referred to in Article 4, failing which the quantities stated on waybills, delivery notes, invoices or similar documents are considered to be correct and the goods are deemed to have been delivered without visible damage from the outside. If the shortcomings in the delivered quantity are less than 10% of the total, the Buyer is obliged to accept the delivered goods in full against a proportional reduction of the purchase price.
- 8.3. Complaints regarding damage and/or defects that were not visible at the time of delivery, as well as other complaints, must be submitted to the Seller by the Buyer in writing as soon as possible, but in any event within 24 hours of delivery as referred to in Article 4 or after any defects have been discovered or could reasonably have been discovered, failing which the Buyer will be deemed to have approved the delivered goods.
- 8.4. If the Buyer has complaints regarding the quality of the delivered goods, he must instruct a sworn expert to inspect the goods within 24 hours of delivery as referred to in Article 4, in the event of visible defects as referred to in Article 8.2. or after any invisible defects have been identified or could reasonably have been discovered, and give the Seller the opportunity to have a counter inspection performed at the same time. In this case too, the goods sold by the Seller are entirely at the expense and risk of the Buyer from the moment the purchase agreement has been concluded.
- 8.5. Complaints submitted to the Seller late or incorrectly have no legal effect and release the Seller from any liability.
- 8.6. If it is established that the delivered goods do not meet the agreed specifications, the Seller has the opportunity to replace them during a period corresponding to the original delivery period. The payment conditions as laid down in Article 7 remain in full force.

9. Liability

- 9.1. The Seller only accepts liability for damage suffered by the Buyer that is the result of an attributable shortcoming in the fulfilment of its obligation or from an unlawful act, if and insofar as this liability is covered by its insurance, up to the amount of the payment made.
- 9.2. If for any reason the insurer does not pay out, or if the damage is not covered by insurance, the liability is in all cases limited to the invoice amount.
- 9.3. Notwithstanding the preceding paragraphs and without prejudice to the provisions of Article 5, the Seller accepts no liability for exceeding delivery periods, nor for loss of profits or consequential loss, either on the part of the Buyer or its customers.
- 9.4. The Seller is not liable if the shortcoming is the result of force majeure as referred to in Article 11.
- 9.5. The Buyer is always fully liable towards the Seller for clearing customs and transit documents such as - but not limited to - T1 and T2 documents. On demand, the Buyer will provide the Seller with sufficient security for the consequences of the possible non-payment of the documents referred to here, such as import duties and VAT, fines and interest becoming due.
- 9.6. The restrictions detailed in these terms and conditions with regard to liability do not apply if the damage can be attributed to intent or gross negligence on the part of the Seller or its managerial subordinates.

10. Indemnity

- 10.1. The Buyer undertakes to indemnify the Seller against third-party claims for whatever reason, in connection with the goods delivered by the Seller, in particular on account of personal injury or death.

11. Force majeure

- 11.1. In the event of force majeure, being a non-attributable failure on the part of the Seller in the fulfilment of its obligations, the Seller's delivery obligation will be suspended for the duration of the force majeure situation.
- 11.2. Force majeure applies in any case, but not exclusively, to war, imminent war, mobilisation, riots, civil war, fire, flood, frost, lightning, labour disputes, strikes (both on the part of the Seller and its suppliers), lockouts, delays in the supply (for whatever reason), the unavailability of the sold goods, transport obstructions, negligence of auxiliary persons, defects in means of transport, seizure of goods and trade blockades.

- 11.3. If fulfilment of the agreement has become impossible as a result of the circumstances referred to in Article 11.1. for a period of more than fourteen (14) days, each party has the right to dissolve the agreement by explicit and written notice, without judicial intervention.
- 11.4. In the event that one of the events referred to in Article 11.1. occurs, the Seller is never obliged to pay any compensation to the Buyer.
- 11.5. If the Seller has already fulfilled some of its obligations when one of the situations referred to in Article 11.1 commenced, or was only able to fulfil its obligations partially, it will be entitled to separately invoice the parts delivered and/or deliverable and the Buyer will be obliged to pay this invoice as if it concerned a separate contract.

12. Retention of title

- 12.1. Ownership of all goods delivered by the Seller is explicitly reserved by the Seller until full payment of all its claims - with any interest and costs owed thereon - under agreements for the delivery of goods and the performance of associated activities.
- 12.2. The Buyer may only dispose of the goods subject to retention of title in the context of its normal business operations. In that case, the Seller's right of ownership will only lapse when the relevant goods have been delivered to a third party.
- 12.3. The Buyer undertakes to make the unpaid goods available to the Seller on demand and it hereby irrevocably authorises the Seller or the person or persons to be appointed by the Seller to enter the place where those goods are located in order to take those goods back and to store them in warehouses at the Seller's discretion.
- 12.4. In accordance with the provisions under 1, the Seller provides the Buyer with the ownership of the aforementioned goods the moment the Buyer has fulfilled all its obligations. To secure payment of everything the Buyer owes at any time, Seller will have a right of retention and pledge on all the Buyer's goods, which Seller has or will acquire at any time, in accordance with the provisions of Article 12.3.

PURCHASING

13. Applicability

- 13.1. Only the following conditions apply to all purchase agreements and all obligations arising from that whereby OV Fruit B.V. acts as a buyer, as well as to all requests and orders from OV Fruit B.V., whereby an order also counts as an offer.
- 13.2. In these terms and conditions, supplier is understood to mean any person or legal entity and/or related (subsidiary) companies with which OV Fruit B.V. has concluded or wishes to conclude an agreement.

- 13.3. These terms and conditions also apply if OV Fruit B.V. explicitly accepts an offer from a supplier, with reference to these terms and conditions and explicitly rejecting any terms and conditions of sale.
- 13.4. Deviations from these terms and conditions must always be agreed with the supplier; the supplier cannot invoke deviations previously made in a contractual relationship with OV Fruit B.V.

14. Offers, agreements

- 14.1. All requests, orders and/or offers made by OV Fruit B.V. in whatever form are always without obligation, unless indicated otherwise.
- 14.2. An agreement is only concluded if it is confirmed by the supplier to OV Fruit B.V. within 48 hours of the acceptance being sent, or, if the offer originates from the supplier, by OV Fruit B.V.'s acceptance thereof.
- 14.3. Even after the agreement has been concluded, the supplier is obliged to implement all non-fundamental changes desired by OV Fruit B.V.

15. Prices

- 15.1. An agreed price cannot be increased by the supplier, not even as a result of a cost price increase for whatever reason, unless OV Fruit B.V. explicitly agrees to this.

16. Delivery

- 16.1. The delivery periods stated by the supplier are final, unless the parties have agreed otherwise. In the event of late delivery, the supplier is immediately in default, and OV Fruit B.V. is entitled to dissolve the agreement and/or to claim compensation.
- 16.2. If the supplier suspects that the delivery period to which he has committed himself cannot be met, he is obliged to inform OV Fruit B.V. of this without delay, stating the relevant circumstances. If the supplier has failed to do so, a later appeal to exceed the deadline - also in the event of force majeure - cannot be honoured.
- 16.3. In the event of cancellation due to late delivery, OV Fruit B.V. is entitled to return anything already been delivered at the expense and risk of the supplier.
- 16.4. Without prejudice to its right to statutory compensation, OV Fruit B.V. is entitled, in the event of late delivery and cancellation, to compensation of additional expenses incurred for the reasonable replacement of the goods not received, as well as for compensation of the additional price, if more has to be paid for the replacement purchases.

- 16.5. Unless otherwise agreed, the supplier will deliver to OV Fruit B.V. carriage paid.

17. Transfer of ownership

- 17.1. The ownership of the goods, as well as the risk of the goods, will only be transferred upon delivery.
- 17.2. If the goods are subject to rights other than the right of ownership of the supplier, the supplier will immediately notify OV Fruit B.V. of this.

18. Termination of the sales agreement

- 18.1. OV Fruit B.V. is entitled to terminate or dissolve the agreement without further notice of default in the following cases:
- i. in the event of non-fulfilment, late or improper fulfilment by the supplier of his obligations ensuing from or in connection with the agreement;
 - ii. if the supplier is declared insolvent, applies for a moratorium, is granted a moratorium, or in the event of the shutdown or liquidation of its company.
- 18.2. If a circumstance referred to in Article 18.1. occurs, the supplier will be in default by operation of law and OV Fruit B.V. is entitled to claim statutory compensation.
- 18.3. All claims OV Fruit B.V. may have against the supplier will become immediately due and payable.
- 18.4. In the aforementioned circumstances, OV Fruit B.V. may opt to have the ordered goods delivered, manufactured or completed by third parties in whole or in part at the expense and risk of the supplier, after written notification to the supplier.

19. Payment

- 19.1. Payment is made within 30 days of receipt and after full approval of the goods. Payment does not release the supplier from any guarantee and/or compensation to which it is obliged under the agreement or the law.
- 19.2. OV Fruit B.V. is at all times entitled to set off outstanding invoices against its own claims against the supplier and/or affiliated companies.

- 19.3. In the event of late or poor delivery, OV Fruit B.V. is at all times entitled to suspend its payment to the supplier or to set it off against its claim for compensation.

20. Inspection

- 20.1. The delivered goods must meet the agreed requirements, specifications and all conditions that OV Fruit B.V. may expect with regard to the goods, both with regard to quality and quantity, and must also comply with the statutory requirements and other government regulations.
- 20.2. After delivery of the goods, OV Fruit B.V. has the right to inspect the goods at its expense, before proceeding to approval.
- 20.3. If the supplier has not heard anything about this 48 hours after delivery, it may assume the goods have been approved.
- 20.4. If OV Fruit B.V. rejects the goods, it must notify the supplier in writing within 4 days of delivery, stating the option it is authorised to make on the basis of Article 20.5.
- 20.5. If the delivered goods are rejected, OV Fruit B.V. has the following options:
- i. returning the delivered goods at the expense of the supplier; OV Fruit B.V. is entitled to claim proper performance as yet, possibly in combination with compensation;
 - ii. dissolution in accordance with Article 16 of these terms and conditions;
 - iii. partial dissolution and/or partial fulfilment, possibly in combination with compensation;
 - iv. price reduction to be proposed by OV Fruit B.V.;
 - v. completion or manufacture of the goods by third parties in accordance with Article 18 paragraph 4.

21. Liability

- 21.1. Without prejudice to the other provisions in this regard in these terms and conditions, OV Fruit B.V. can always claim compensation if the supplier has not delivered, has not delivered in time or has not delivered properly.
- 21.2. If OV Fruit B.V. suffers damage as a result of claims from third parties/clients due to non-delivery, late delivery or improper delivery by the supplier, the supplier is liable for this damage.

GENERAL

22. Applicable law

- 22.1. All offers and agreements concluded with OV Fruit B.V., and all obligations arising from this are exclusively governed by Dutch law.

- 22.2. For transactions conducted abroad, the applicability of the Uniform Sales Acts and the Vienna Sales Convention is explicitly excluded.

23. Competent court

- 23.1. The competent court within the court district of OV Fruit B.V.'s place of business takes cognizance of all disputes that may arise between the parties, unless OV Fruit B.V. prefers to submit the dispute to the competent court in the place of residence of the Buyer or supplier, and with the exception of those disputes that fall within the jurisdiction of the sub-district court.
- 23.2. The choice of the Dutch court in Article 23.1. does not affect the right of OV Fruit B.V. to refer the matter to the court that would have been competent in the absence of a choice of forum.