

## General Sales Terms and Conditions of:

Roveg Fruit B.V.  
Nijverheidsweg 20  
2742 RG Waddinxveen  
Holland

Chamber of Commerce No.: 30166109

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### **Applicability, definitions**

1. These General Terms and Conditions apply to any offer and to any contract of sale and purchase inclusive any additional service/work of Roveg Fruit B.V., established in Waddinxveen, hereinafter to be referred to as "Roveg".
2. The buyer is hereinafter referred to as "the Other Party".
3. "Offer" shall mean: any offer from Roveg, whether or not in the form of a written quotation.
4. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
5. "Information" shall mean: both written and digital information as well as other (oral) information that is (to be) provided by Roveg and/or the Other Party.
6. "Items" shall mean: both non-perishable and perishable items, more in particular vegetables, fruit and so-called "exotics".
7. "Non-perishable items" shall mean: deep-frozen or dried food products, other food products with a long shelf life and all products that have no shelf life.
8. "Perishable items" shall mean: fresh food products or food products the quality of which (can) diminish following the elapsing of a short period.
9. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
10. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
11. These General Terms and Conditions shall also apply to repeat or part orders flowing from the agreement.

### **Offers, prices**

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation. Roveg may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. The prices stated in offers or price lists are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, shipping costs, administrative costs, handling fees and expense claims of third parties engaged.
3. Roveg does not have to fulfil an offer at a price that is clearly based on a printing or writing error.
4. A composite offer does not oblige Roveg to deliver part of the offered items or performance against a corresponding part of the price.
5. If the offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, Roveg may adjust the quoted prices, delivery terms and/or other conditions.
6. The offer and the prices do not automatically apply to repeat or part orders.
7. Samples that are displayed and/or provided, specification of weights, dimensions and other descriptions in brochures, promotional material and/or on Roveg's website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.

8. If (cost) price increasing circumstances occur at the expense of Roveg between concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or changes of the (current) prices of the items to be delivered and/or required materials, Roveg may increase the agreed prices accordingly and charge these to the Other Party.

### **Establishing agreements**

1. The agreement is established after the Other Party has accepted the offer of Roveg, also if this acceptance deviates on secondary issues from this offer. However, when the acceptance shall deviate in essential aspects, the agreement shall only be concluded after Roveg has explicitly agreed with these deviations in writing.
2. Roveg shall only be bound to:
  - a. an order without prior offer thereto;
  - b. oral agreements;
  - c. additions to or changes of the General Terms and Conditions or agreement; after written confirmation to the Other Party or as soon as Roveg - without objection of the Other Party - has started the performance of the order or arrangements.

### **Engaging third parties**

If Roveg deems this necessary, she shall have the right to have specific deliveries/work carried out by third parties.

### **Obligations of the Other Party**

1. The Other Party ensures that:
  - a. it shall make all information required (including any dimensions, logos, colours, etc. regarding packagings, outer packagings and/or goods carriers to be produced or used) for the execution of the agreement available to Roveg in time and in the manner required by her, and that this information is correct and complete;
  - b. items supplied by Roveg, which are delivered in the original packaging - from Roveg or its supplier - shall only be resold in such packaging if resold. The Other Party may make no changes to the original packaging and shall prevent any damage.
2. If the above obligations are not fulfilled (on time), Roveg may suspend the execution of the agreement until the Other Party has fulfilled his obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
3. If the Other Party does not fulfil its obligations and Roveg does not require immediate compliance, this will not affect the right of Roveg to require compliance at a later date.

### **Delivery, delivery terms**

1. The agreed terms shall never be final deadlines. If Roveg fails to meet her obligations (on time), the Other Party must give notice of default to her and grant reasonable time to meet these obligations at a later date.
2. An agreed term will take effect at the moment that Roveg has received all information required for the delivery and the possible agreed (advance) payment of the Other Party. If delay arises from this, the term shall be extended accordingly.
3. Roveg may deliver in parts and invoice each part delivery separately.
4. The risk of items to be delivered transfers to the Other Party the moment these leave Roveg's premises/warehouse or at the moment that the parties have agreed that the Other Party will/would collect the items.

5. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be mutually decided by the parties. Roveg is not liable for any damage of whatever nature that is related to the dispatch or the transport.
6. If Roveg delivers the items itself to the Other Party, the risk of the items will pass at the moment that these items arrive at the Other Party's location/at the location designated by the Other Party.
7. If the items are stored for the Other Party by or on behalf of Roveg, with Roveg or a third party, delivery will take place at the time that is designated by the parties as the time when Roveg/a third party has accepted the items for storage on behalf of the Other Party.
8. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the non-perishable items ordered (in the agreed manner) to the Other Party, or if these are not collected, Roveg may store the non-perishable items at the expense and risk of the Other Party. The Other Party will give Roveg the opportunity to deliver the non-perishable items or collect these within a reasonable period set by Roveg.
9. If the Other Party still fails to meet its purchase obligation after the aforementioned reasonable period, it shall be immediately in default. Roveg may then, either fully or partially, terminate the agreement with immediate effect by means of a written statement and sell the non-perishable items to third parties without being obliged to pay compensation for damages, costs or interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage or loss of profits of Roveg and/or the right of Roveg to demand compliance at a later date.
10. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the perishable items (in the agreed manner) to the Other Party, or if these items are not collected, the Other Party shall be in default by operation of law. In order to limit his damage Roveg may sell the perishable items to third parties. If Roveg fails to sell the perishable items in good time, she may destroy these. In the case of sale or destruction Roveg may fully or partially terminate the agreement with immediate effect by means of a written statement, without being obliged to pay compensation for damages, costs or interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage or loss of profits of Roveg and/or the right of Roveg to demand compliance at a later date.

### **Packaging**

1. Packaging (pallets, crates, boxes) that is designated to be used several times shall remain the property of Roveg and may not be used by the Other Party for any purpose other than for which it is designated.
2. As a rule, the return flow of the packaging follows the delivery flow:
  - a. if the Other Party collects the items from Roveg or has them collected, the Other Party or the third party engaged shall return the packaging to Roveg;
  - b. if Roveg delivers the items or has them delivered, Roveg or the third party engaged shall collect the packaging.
3. The Other Party shall return this packaging in such a condition that it is at least suitable for the storage and transport of fresh agricultural and horticultural products.
4. Roveg may charge a returnable deposit for this packaging to the Other Party. If the packaging is returned by the Other Party for free within the term agreed, Roveg shall take back the packaging. The returnable deposit will be paid back to the Other Party or set off against returnable deposits for the packaging of subsequent deliveries. Roveg may deduct 10% handling costs on the amount to be paid back or set off.
5. If the packaging is damaged, incomplete or has been destructed, the Other Party shall be liable for the damage and its entitlement to a repayment of the returnable deposit shall lapse. If this damage is higher than the returnable deposit charged, Roveg shall not have to take back the packaging. She may then charge it to the Other Party at cost price, less the returnable deposit paid by the Other Party.
6. Packaging for single use may be left at the Other Party's. Possible costs for removal shall be at the expense of the Other Party.

## **Complaints and returns**

1. The Other Party shall check the delivered items immediately on receipt and state any visible failures, damage, anomalies in quantities and/or other non-conformities on the consignment note or accompanying note or, in their absence, report these within 48 hours after receipt to Roveg, followed by a written confirmation thereof. If the Other party/a transporter or third party engaged by the Other party collects the items from Roveg, "receipt" means the moment at which the Other party/ this transporter or third party receives the items on the Roveg site.
2. Other complaints are reported to Roveg by the Other Party in writing immediately after discovery, but no later than within 7 days. The Other Party shall bear all risks of failing to report directly.
3. If a complaint is not reported in a timely manner, it is not possible to make a claim under the applicable shelf life or guarantees granted.
4. If the ordered items can only be delivered in (wholesale) packaging Roveg has in stock or in minimum quantities or numbers, the items may show slight anomalies that are acceptable in the industry, as regards stated weights, dimensions, quantities/amounts, etc. These anomalies are not classed as shortcomings on the part of Roveg and claims under a guarantee regarding these shortcomings is not possible.
5. If the delivered quantity deviates less than 10% from the ordered quantity, the Other Party shall be obliged to fully accept the delivered items at a proportionate decrease/increase of the agreed price.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The Other Party shall give Roveg the opportunity to investigate the complaint and provide all relevant information. If it is necessary for the items to be returned for investigation, this will be at the expense of Roveg, unless the complaint is found not justified.
8. Returning the items shall take place in a manner to be determined by Roveg and in the original packaging or deposit packaging.
9. No complaints can be lodged about:
  - a. imperfections in or characteristics of items, if these imperfections or characteristics are inherent to the nature of the delivered items;
  - b. difference in smell and taste;
  - c. items that have changed by The Other Party in nature and/or composition or that have been fully or partially treated or processed after receipt.

## **Guarantees**

1. Roveg shall execute the deliveries and work agreed in a proper manner and in accordance with standards applicable in the industry, but shall never provide a more extensive guarantee than has been agreed.
2. Roveg shall be responsible during the shelf life period for the usual quality and reliability of the items delivered.
3. If the supplier or grower provides a warranty for the items delivered by Roveg, this warranty applies in the same manner between the parties. Roveg shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wishes to treat, process or use the items differs from the customary use of these items, Roveg shall only guarantee that the items are suitable for this if it has confirmed so in writing to the Other Party.
5. No claim can be made under the shelf life period or guarantees granted until the Other Party has paid the price agreed for the items.
6. In the case of a justified claim under the shelf life period or guarantees granted Roveg will arrange - at her discretion - for replacement of the items free of charge or a repayment or discount on the agreed price. If there is any additional damage, the provisions set out in the Liability Article shall apply.

## **Liability**

1. Roveg shall accept no liability other than the (shelf life) guarantees explicitly agreed or given by Roveg.
2. Roveg is only liable for direct damage. Any liability for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If Roveg is liable, the liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by Roveg, the liability for compensation shall be limited to the invoice amount of the delivered items.
5. The Other Party must sue Roveg for any damage suffered by him within 6 months after he became or could have become aware of it.
6. Roveg is not liable - and the Other Party cannot make a claim under the applicable shelf life or guarantee - if the damage has arisen due to:
  - a. improper use or use contrary to the purpose for which the items delivered were intended or use contrary to the directions, (storage) advices etc. provided by or on behalf of Roveg;
  - b. incompetent safekeeping (storage) of the items;
  - c. errors or incompletenesses in the information provided to Roveg by or on behalf of the Other Party;
  - d. instructions or directions from/on behalf of the Other Party;
  - e. or due to a choice of the Other Party, which deviates from Roveg's advice and/or what is customary;
  - f. or due to the fact that the Other Party on his behalf carried out work or adjustments to the delivered items, without Roveg's explicit prior permission.
7. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies Roveg against any claims from third parties.
8. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by Roveg or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall Roveg indemnify the Other Party against any third party claims.

## **Payment**

1. Roveg may require (partial) advance payment or other security for payment at all times.
2. Payment must take place within an expiry period of 21 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within 7 days of the invoice date.
3. If an invoice is not fully paid after expiry of the payment term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to Roveg a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. If payment is not forthcoming after notice was given, Roveg may charge the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
5. For the calculation of the extrajudicial collections costs Roveg may, after 1 year, increase the principal amount by the default interest accrued in that year.
6. In the absence of full payment, Roveg may terminate the agreement without further notice of default by a written statement or to suspend her obligations under the agreement until payment is received or provided appropriate security. Roveg shall also have the aforementioned right of suspension if she has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.

7. Roveg will initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
8. The Other Party may not deduct any claims of Roveg from any reclamations that it has on Roveg. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

#### **Retention of title**

1. All items supplied/to be supplied under the Agreement shall remain the property of Roveg until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. On the delivery of identical, non-individualized items, the consignment relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock or shop of the Other Party on invoking retention of title.
4. The Other Party arranges a business interruption insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on Roveg's request he will give access to the insurance policy and any included proof of premium payments.
5. If the Other Party contravenes this article or if Roveg claims retention of title, Roveg and her employees may enter the Other Party's site and take possession of the items. This does not affect Roveg's right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

#### **Intellectual property rights**

1. Roveg is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to documents, promotional materials and brands delivered or produced by her in the context of the agreement. The exercise of these rights is explicitly and exclusively reserved to Roveg.
2. This means, among other things, that the Other Party may not:
  - a. use the documents delivered or produced by Roveg outside the context of the agreement, may not multiply them or provide them to third parties nor give inspection of them to third parties;
  - b. copy, change, reproduce etc. promotional materials delivered or produced by Roveg; without prior permission of Roveg.
3. Unless the parties agree otherwise, the intellectual property rights of the packaging materials produced by Roveg on behalf of the Other Party are, however, vested in the Other Party.
4. The Other Party guarantees that the documents and files provided by it to Roveg shall not infringe any intellectual property right of any third party. He is liable for any damage that Roveg suffers because of such infringements and shall indemnify her against any claims from third parties.

#### **Bankruptcy, loss of power to dispose of property, etc.**

1. Roveg may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
  - a. is declared bankrupt or files for bankruptcy;
  - b. applies for (temporary) suspension of payment;
  - c. is affected by enforceable seizure;
  - d. is placed under guardianship or judicial supervision;
  - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) her assets.

2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

### **Force majeure**

1. In the event of force majeure of the Other Party or Roveg, either Party may terminate the agreement by means of a written statement to the other party or suspend compliance with her obligations towards the other party for a reasonable term without being obliged to pay any compensation.
2. Force majeure shall include: a non-culpable shortcoming of the party in question, a non-culpable shortcoming of third parties engaged by Roveg, suppliers or growers or other serious grounds on her part.
3. In any case force majeure applies in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, and import and export hindering measures.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfil its obligations towards Roveg until that moment.

### **Cancellation, suspension**

1. If one of the parties wishes to cancel the agreement prior to or during the execution thereof, it shall be obliged to compensate the damage incurred by the other party as a result.
2. In the event of termination by the Other Party, Roveg may require fixed damages from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of Roveg and dependent on all deliveries/work made, these damages shall amount to 20 to 100% of the agreed price.
3. The terminating party shall indemnify the other party against any third-party claims resulting from the cancellation.
4. Roveg may set off the damages due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
5. Should the execution of deliveries be suspended at the request of the Other Party, the costs incurred for the deliveries that are carried out and any additional work, shall be immediately due and payable and Roveg will have the right to charge these to the Other Party. This also applies to all costs incurred or costs resulting from the suspension.
6. Costs Roveg incurs as a result of resumed deliveries, are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, Roveg may terminate the agreement by means of a written statement to the Other Party.

### **Applicable law, jurisdiction**

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where Roveg is established, although Roveg shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. If the Other Party is established outside the Netherlands, Roveg shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: November 27, 2017

General purchase conditions of:

Roveg Fruit B.V.  
Nijverheidsweg 20  
2742 RG Waddinxveen

Chamber of Commerce Number: 30166109

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### **CLAUSE 1: APPLICABILITY**

12. These General Terms and Conditions apply to any offer and to any contract of sale and purchase inclusive any additional service/work of Roveg Fruit B.V., established in Waddinxveen, hereinafter to be referred to as "Roveg".
13. The seller shall hereinafter be referred to as "the seller".
14. Other terms and conditions shall only form part of the agreement concluded between the parties if and insofar as both parties have explicitly agreed this in writing.
15. In these general conditions, "in writing" shall also be understood to mean: by email, by fax or any other means of communication which can, given the state of technology and generally accepted standards, be considered as equivalent thereto.
16. Should the seller accept and retain, without comment, an order or an order confirmation which refers to these conditions, the seller shall be deemed to have agreed to the application thereof.
17. Should (part of) a provision of these general conditions not apply, this shall not affect the applicability of the remaining provisions.

### **CLAUSE 2: OFFERS, QUOTATIONS, AGREEMENT**

1. Roveg Fruit shall ask the seller, giving the specific goods, quantities and/or weights, other details, delivery period(s) and prices, to send it an offer or a quotation, as the case may be, for the goods and/or services to be delivered to Roveg Fruit by the seller, subject to the applicability of these purchase conditions.
2. Offers and/or quotations sent to Roveg Fruit by the seller shall be deemed to be binding for at least one month after the date of the offer.
3. Should, contrary to the provisions of subclause 1 of this clause, Roveg Fruit place a direct order with the seller and the seller accepts or confirms this order, Roveg Fruit shall be entitled to withdraw the order within 1 working day of receipt of the acceptance or confirmation, provided that delivery of the goods has not taken place yet.
4. The purchase agreement shall come into force if Roveg Fruit, or a buyer working for Roveg Fruit who is authorised to do so, places an order with the seller and the seller then sends Roveg Fruit written confirmation of this order or as soon as the seller has, with the consent of Roveg Fruit, started to make the deliveries and/or to execute the agreement in another way.

### **CLAUSE 3: CHANGES/PRICES**

1. Changes to the purchase agreement and deviations from these purchase conditions shall only have effect if they have been explicitly agreed in writing between Roveg Fruit and the seller.
2. Should changes lead to an increase or reduction in the costs, any change in the purchase price resulting therefrom must likewise be explicitly agreed between the parties in writing.
3. All prices shall be exclusive of VAT and shall include all costs, such as – but not limited to – the cost of packaging, transport costs, shipping costs and administration costs.
4. Prices shall be fixed unless and insofar as the parties have explicitly agreed otherwise in writing or it is explicitly provided otherwise in writing in the agreement.



#### **CLAUSE 4: QUALITY AND DESCRIPTION**

With due observance of the other provisions in the order and any accompanying specification, the goods to be delivered:

- A. must be in accordance with what has been stated in the order as far as quantity, description, quality, given weights and other details are concerned;
- B. must be free from defects;
- C. must in all reasonableness be the same in all respects as samples provided and/or specimens shown which were made available or provided by Roveg Fruit and/or the seller;
- D. must be suitable for the purpose of which the seller has been informed.

#### **CLAUSE 5: DELIVERY AND TRANSPORT**

1. Delivery periods within which the goods and/or services must be delivered are of material importance.
2. Roveg Fruit may include delivery periods in an order. The seller must comply with the given delivery periods or indicate that it is not able to comply therewith, giving a delivery period which is feasible for the seller.
3. Should the seller not be able to comply with the delivery periods stipulated by Roveg Fruit and the delivery period given by the seller, if applicable, is not acceptable to Roveg Fruit, Roveg Fruit shall be entitled to withdraw the order without further consequences.
4. Should the seller have stipulated a delivery period or should the seller have agreed to comply with the delivery period set by Roveg Fruit and the seller does not conform thereto when executing the agreement, or should the seller have indicated, during the execution of the agreement, that it is unable to conform thereto, the supplier shall immediately be in default, without any notice of default being required and Roveg Fruit shall be entitled to dissolve the agreement immediately without judicial intervention.
5. The provisions of subclause 4 shall not apply should the seller prove that its failure to perform is attributable to force majeure. In such a case, Roveg Fruit shall be entitled to dissolve the agreement in whole or in part by means of a registered letter, but the parties shall not charge one another for any loss or damage suffered.
6. The seller must immediately notify Roveg Fruit in writing should there be a risk that the delivery period will be exceeded.
7. In the event of dissolution as referred to in subclause 4, Roveg Fruit shall be entitled, in addition to its right to compensation and other statutory rights, to return the goods already received to the seller for the account and risk of the seller.
8. The goods shall be transported and delivered DDP Waddinxveen (INCOTERMS), unless agreed otherwise.
9. Ownership of the delivered goods shall pass to Roveg Fruit, without any restrictions, at the time of delivery.
10. The goods must be properly packaged and protected, so that, under normal transport conditions, they reach their destination in a good condition.
11. Ordered goods must be grouped and/or packaged per order number and must be provided with all information required by law or regulations and furthermore with all information as specified in the order in this respect.

#### **CLAUSE 6: STORAGE**

1. In case seller delivers the goods at another moment than agreed upon in the (confirmation of the) order and Roveg Fruit is, for whatever reason, not able to receive the goods at that moment, the seller shall store the goods and/or take these into safekeeping and take all measures to prevent a deterioration in the quality thereof, until the goods have been delivered to Roveg Fruit.
2. In that case the costs for the storage and/or safekeeping of the goods are on the account of the seller.

## **CLAUSE 7: CHECKS**

1. If and insofar as this is possible, Roveg Fruit shall inspect the goods received within 2 working days of receipt by means of spot checks, and shall notify the seller of any defects and/or deficiencies noted as quickly as possible after the discovery thereof, followed by written confirmation of this to the seller.
2. Should any defects and/or deficiencies have become apparent, pursuant to spot checks, with regard to the goods delivered, Roveg Fruit shall be entitled to reject the entire consignment of goods of the same type and – after notifying the seller of this - to return such consignment to the seller.
3. The seller must ensure that the returned goods are replaced, or that the relevant part of the invoice is credited and/or that payments already received in respect of these goods are refunded, within five working days of receipt of the returned goods. It shall be up to Roveg Fruit to decide whether the goods are to be replaced or the relevant part of the invoice is to be credited and/or the amounts already paid refunded.
4. Without prejudice to the provisions of the previous subclause of this clause, Roveg Fruit shall be entitled, should it discover any defects and/or deficiencies, to suspend its obligations pursuant to the agreement until delivery has taken place in accordance with the agreement or to dissolve the agreement in whole or in part without judicial intervention by means of a registered letter.
5. Should a spot check fail to uncover any defects and/or deficiencies, this shall not affect Roveg Fruit's right to carry out further checks.

## **CLAUSE 8 GUARANTEE**

1. The seller shall be liable for all direct damage, namely damage to the goods themselves, and indirect damage such as, but not limited to, consequential loss or damage, loss of profits and business stagnation, to and caused by the delivered goods, arising during the guarantee period agreed between the parties, unless the damage is the result of intentional acts or omissions and/or deliberate recklessness on the part of Roveg Fruit, its board and/or its managerial staff.
2. Should the parties not have explicitly agreed a guarantee period in writing, a guarantee period of at least one year shall apply.

## **CLAUSE 9: PAYMENT**

1. After the itemised invoice - which must in any event include the purchase number of Roveg Fruit, the delivery date and a specification of the goods - has been checked and approved, payment shall be made within 45 days of receipt of the goods. Should the information as referred to above not be stated on the invoice, Roveg Fruit shall be entitled to reject the invoice.
2. Roveg Fruit shall be entitled to suspend payment for the entire outstanding amount pursuant to clause 7 subclause 4 of these conditions in case Roveg Fruit discovers a defect in the goods.
3. Should Roveg Fruit, for whatever reason, have one or more claims against the seller, or acquire such claims in future, Roveg Fruit shall be entitled to set these claims off against the claims of the seller.

## **CLAUSE 10: FORCE MAJEURE**

1. The parties shall not be obliged to fulfil any obligation if they are prevented from doing so as a result of any circumstance which is not attributable to fault on their part, or for which they are not accountable by law, by juristic act or according to generally accepted standards.
2. Circumstances resulting in force majeure shall, as far as Roveg Fruit is concerned, include the bankruptcy of a client of Roveg Fruit, as a result of which it is no longer possible to (re)sell ordered goods. Roveg Fruit shall in such a case be entitled to dissolve the agreement in whole or in part by means of a registered letter, without being obliged to pay compensation for loss or damage to the seller.

3. Should the seller be in a state of force majeure, it shall be obliged to notify Roveg Fruit of this immediately. Should the period of force majeure last longer than four (4) weeks, or if it must be presumed that it will last longer than four (4) weeks, Roveg Fruit shall be entitled to dissolve the agreement in whole or in part by means of a registered letter, without being obliged to pay compensation for loss or damage to the seller.

#### **CLAUSE 11: CANCELLATION**

Roveg Fruit shall be entitled to cancel an order, without prejudice to the other provisions of these conditions, up to the time of delivery, against payment of the costs demonstrably incurred by the seller (up to a maximum of 5% of the invoice value of the order).

#### **CLAUSE 12: DISSOLUTION**

1. Without prejudice to the provisions of the other clauses of these purchase conditions, the agreement between the parties shall be dissolved without judicial intervention and without any notice of default being required as soon as the seller is declared bankrupt, applies for the (provisional) suspension of payment, has execution levied against it, is placed in receivership or under administration or loses its power and/or legal capacity to dispose of its assets or parts thereof in any other way, unless the receiver or administrator acknowledges the obligations arising from the agreement as estate debt.
2. The claims existing between the parties shall become immediately due and payable as a result of the dissolution.

#### **CLAUSE 13: COMPENSATION**

1. The seller shall compensate Roveg Fruit in full for all damage or injury to goods or persons which may be suffered by Roveg Fruit, its staff or its clients arising from or as a consequence of acts, insofar as these are to be regarded as a form of attributable failure or wrongful act on the part of the seller, its staff or other persons brought in by the seller for the execution of the order.
2. The seller shall indemnify Roveg Fruit against claims of third parties for compensation for damage or injury as referred to in the first subclause. Should a third party lodge a claim against Roveg Fruit in this regard, Roveg Fruit shall immediately notify the seller of this and shall send the seller the necessary information. Roveg Fruit shall otherwise refrain from any act in this regard, unless the seller gives its consent for this or the seller fails to ward off the claim of the third party.

#### **CLAUSE 14: RULES ON COMBATING CORRUPTION AND MONEY LAUNDRY**

1. Each Party hereby undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
2. The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Agreement, as if written out in the Agreement in full.

3. If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party's accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of the provisions of Part I of the ICC Rules on Combating Corruption 2011, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action, or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend the Agreement or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.
4. Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of the Agreement, shall have the authority to determine the contractual consequences of any alleged non-compliance with this ICC Anti-corruption Clause.

#### **CLAUSE 15: APPLICABLE LAW / COMPETENT COURT**

1. The agreement concluded between Roveg Fruit and the seller shall be subject exclusively to Dutch law. Disputes that arise from this agreement shall likewise be settled in accordance with Dutch law.
2. Any disputes will be submitted to the competent court in the place where Roveg is established, although Roveg shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
3. In the case of disputes that arise from an agreement where the seller has its registered office outside the Netherlands, Roveg Fruit shall be entitled to act in accordance with the provisions of subclause 2 of this clause or – at its choice – to bring the disputes before the competent court in the country or state where the seller has its registered office.

23<sup>rd</sup> July 2019