

CLAUSE 1: DEFINITIONS

1. In these general terms and conditions of purchase apply, the following terms have the meanings referred to:

- "Agreement"** : an agreement between Roveg Fruit and the Seller with respect to the purchase of Goods and/or Services;
- "Goods"** : all goods sold and delivered by the Seller to Roveg Fruit;
- "Parties"** : Roveg Fruit and the Seller;
- "Roveg Fruit"** : Roveg Fruit B.V., a private company with limited liability under the law of the Netherlands, with its registered office in Waddinxveen, The Netherlands and its principal place of business at (2742 RG) Waddinxveen, The Netherlands at the address Nijverheidsweg 20, registered in the trade register of the Chamber of Commerce under number: 30166109 and/or its affiliated (legal) persons using these T&C;
- "Seller"** : an opposing party of Roveg Fruit under an Agreement;
- "Services"** : the work to be performed by the Seller for the benefit of Roveg Fruit as defined in the Agreement;
- "T&C"** : these general terms and conditions of purchase of Roveg Fruit.

CLAUSE 2: APPLICABILITY

1. These T&C apply to all requests for offers submitted by of Roveg Fruit to all offers made by the Seller and all Agreements.
2. 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.
3. In these T&C, "*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.
4. Should the Seller accept and retain, without comment, an order or an order confirmation which refers to these T&C, the Seller shall be deemed to have agreed to the application thereof.
5. Should (part of) a provision of these general conditions not apply, this shall not affect the applicability of the remaining provisions.
6. Roveg Fruit is entitled to unilaterally (i.e. without the consent of the Seller) amend these T&C, in which case the amended version of the T&C apply to the Agreement.
7. Insofar as these T&C are also drawn up in a language other than Dutch, in case of differences the Dutch text will always be decisive.

CLAUSE 3: 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 T&C.
2. Offers and/or quotations sent to Roveg Fruit by the Seller shall be deemed to be binding for at least one (1) month after the date Roveg Fruit has received the offer.
3. Should, contrary to the provisions of subclause 1 of this clause 3, 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 one (1) working day of receipt of the acceptance or confirmation, provided that delivery of the Goods and/or rendering of Services has not taken place yet.

4. The Agreement shall come into force if Roveg Fruit, or a buyer working for Roveg Fruit who is authorized 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.
5. The content of what has been agreed is evidenced by the order confirmation from Roveg Fruit and the arrangements made thereafter and confirmed in writing by the Parties. If the Seller is not in agreement with the order confirmation from Roveg Fruit, the Seller must provide notification of this in writing within twenty-four (24) hours of receiving the order confirmation at the latest.

CLAUSE 4: CHANGES/PRICES

1. Changes to the Agreement and deviations from these T&C shall only have effect if they have been explicitly agreed in writing between the Parties.
2. Should changes lead to an increase 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. Unless otherwise agreed in writing, all prices are in the euro currency.
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.
5. Prices and/or payments shall be determined on a per delivery or per delivery contract/seasonal contract basis.
6. If and insofar as the Goods are not in accordance with what has been agreed, e.g. if they are defective in terms of quality or quantity, any price agreements made shall lapse and Roveg Fruit shall be entitled to the agreed commission percentage and, in the absence thereof, a customary commission percentage for Roveg Fruit, calculated on the gross selling price realised minus the selling costs incurred, including internally generated costs for grading and dumping.

CLAUSE 5: QUALITY AND DESCRIPTION

1. With due observance of the other provisions in the order, any accompanying specification and what is stated in the Agreement, 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, maximum residue limit 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;
 - E. must have all the agreed documentations and certifications.

CLAUSE 6: DELIVERY AND TRANSPORT

1. Delivery periods within which the Goods and/or Services must be delivered/rendered are of material importance. These periods qualify as a strict deadline as referred to in Section 6:83(a) of the Dutch Civil Code.
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 Seller 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 Seller must immediately notify Roveg Fruit in writing should there be a risk that the delivery period will be exceeded.
6. In the event of dissolution as referred to in subclause 4 of this clause 6, 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.
7. The Goods shall be transported and delivered DDP Waddinxveen in accordance with the latest version of the Incoterms as per date of the Agreement, unless agreed otherwise.
8. Ownership of the Goods shall pass to Roveg Fruit, without any restrictions, at the time of delivery. The risk of the Goods also passes to Roveg Fruit upon delivery, unless the Goods are not accepted by Roveg Fruit.
9. The Goods must be transported in a cooled truck or container with the right temperature and humidity, properly packaged and protected, so that, under normal transport conditions, they reach their destination in a good condition.
10. The 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 Agreement in this respect.
11. If the Agreement provides that the delivery of Goods by the Seller shall be made in instalments or that the performance of Services shall take place in stages, the Seller is under the obligation to maintain sufficient stocks and, as soon as Roveg Fruit so requests, to deliver the number of Goods indicated by Roveg Fruit, or to perform the part of the agreed Services indicated by Roveg Fruit, at the times indicated by Roveg Fruit, unless otherwise stipulated in writing.
12. The Seller may only have its obligations arising from the Agreement performed by a third party after obtaining prior written permission from Roveg Fruit. This condition does not apply to transport and its related obligations. If the Seller wishes to engage third parties in the performance of its obligations, this is at the risk and expense of the Seller. The Seller shall impose the obligations and restrictions on engaged third parties that are imposed on the Seller by these T&C.

CLAUSE 7: STORAGE

1. In case the Seller delivers the Goods at another moment than agreed upon in the (confirmation of the) order/Agreement and Roveg Fruit or its customer is, for whatever reason, not able to receive the Goods at that moment, the Seller shall for its own risk 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 8: CHECKS

1. If and insofar as this is possible, Roveg Fruit or its customer shall inspect the Goods received within two (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. Acceptance of Goods delivered by Roveg Fruit and/or its customer shall not affect the warranties or liability provided by the Seller.
3. The Seller is obliged to render its assistance at all times during an inspection of the Goods by one or more third parties such as the Quality Control Agency (in Dutch: *Kwaliteits-Controle-Bureau*).
4. 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.
5. If the Goods are not in accordance with what has been agreed, then Roveg Fruit may – at its discretion or at the discretion of its customer – (a) require the Seller to take back the Goods that are defective and collect them at its own expense and risk, without the Seller being entitled to any (compensation) payment, on the understanding that the agreed (purchase) price shall be reduced proportionately or (b) terminate all or part of the Agreement, in which case Roveg Fruit or its customer shall not owe any additional (compensation) payment. In all cases where the Goods are not in accordance with what has been agreed, the Seller shall be obliged to reimburse the costs incurred by Roveg Fruit or its customer, including the costs of inspection, and damages suffered in full.
6. The Seller shall indemnify Roveg Fruit and its customers against any claims made by third parties due to defects

in the Goods. If the Goods have to be taken back due to (food) safety issues ('recall'), the Seller shall render its assistance as required at its own expense.

7. If any competent authority, on legal or regulatory grounds, is entitled to check if the Agreement is being fulfilled in accordance with the laws and regulations applicable to Roveg Fruit, the Seller shall, upon the request of Roveg Fruit, render its full assistance.

CLAUSE 9: GUARANTEE, LIABILITY AND INSURANCE

1. The Seller guarantees that all delivered Goods conform to the applicable regulations imposed, or issued by, or on behalf of, the Dutch government, the EU, the foreign government of the country of destination of the Goods or the World Trade Organisation, particularly but not limited to the Dutch Commodities Act (Warenwet).
2. The Seller shall deliver the Goods to the Buyer with due observance of the minimum term between the day of delivery and the use-by date of the Goods as indicated by Roveg Fruit. If a minimum term has not been indicated, the Seller shall observe a term between the day of delivery and the use-by date that is considered reasonable in view of the vulnerability and perishability of the Goods.
3. The Seller guarantees that the delivered Goods (including the packaging material) correspond with what has been agreed. This means, in any event, that the delivered Goods are suitable for the purpose they are intended for by Roveg Fruit. If the Seller is not aware of the intended purpose when the Agreement is concluded, the Seller shall request information about this from Roveg Fruit in writing in advance. The Seller further guarantees that the delivered Goods correspond with the agreed specifications and any approved samples, that they are free from third party rights and free from defects, in any event including design, material and production defects, and that they comply with all applicable legislation and regulations, including the legal quality and environmental requirements and regulations, and requirements and regulations pertaining to working conditions, which apply in the country of delivery and in the country of destination (if the Seller knew or should reasonably be expected to have known of this destination).
4. Should the Parties not have explicitly agreed a guarantee period in writing, a guarantee period of at least one (1) year shall apply.
5. If the Seller fails to fulfil its obligations towards Roveg Fruit, the Seller shall be in default immediately without requiring further notice of default. The Seller shall compensate Roveg Fruit for all damage arising from breach of contract or unlawful acts committed by the Seller, including all damage suffered by Roveg Fruit resulting from third party claims (including those of the Seller's employees) and imposed fines.
6. 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 Goods, arising during the guarantee period agreed between the Parties.
7. The Seller shall indemnify Roveg Fruit against claims of third parties for compensation for damage or injury resulting from a breach of the Agreement by the Seller. 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.
8. Roveg Fruit is not liable for any damage incurred by the Seller, unless and in so far as the damage can be attributed to intentional acts or gross negligence by employees of Roveg Fruit in senior positions.
9. The Seller shall adequately insure itself and remain insured against all damage incurred by Roveg Fruit because of the Seller's failure to fulfil any of its obligations, or of unlawful acts committed by the Seller with respect to Roveg Fruit, its customers or any third party. Without prejudice to the foregoing, this insurance must, among other things, provide cover for product liability and have a minimum coverage EUR 2,500,000 for each event with a maximum excess of EUR 50,000. Upon Roveg Fruits' request, the Seller shall submit the relevant insurance policies for inspection.

CLAUSE 10: PAYMENT AND SECURITIES

1. After the itemized 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 by Roveg Fruit, 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 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 the future, Roveg Fruit shall be entitled to set these claims off against the claims of the Seller.
4. On first request of Roveg Fruit, the Seller is obliged to provide Roveg Fruit with sufficient securities, such as but not limited to a bank guarantee, pledge or bail, for the timely and correct fulfillment of the Seller's obligations. All costs related any provision of security, are borne by the Seller.

CLAUSE 11: 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. The provisions of subclause 4 of clause 6 shall not apply if the Seller can 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 written notice, but the Parties shall not charge one another for any loss or damage suffered. Force majeure on the part of the Seller shall in any case not include: failure to deliver the Goods and/or to carry out the Services because of problems in connection with transport, sickness among employees, strikes or interruptions of the business of the Seller or its suppliers, other shortcomings of suppliers or a shortage of Goods.
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.
4. 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 written notice, without being obliged to pay compensation for loss or damage to the Seller.

CLAUSE 12: CANCELLATION

1. Roveg Fruit shall be entitled to cancel an order, without prejudice to the other provisions of these T&C, 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 excluding VAT and all costs).

CLAUSE 13: DURATION AND TERMINATION

1. Unless explicitly agreed otherwise in writing, each Agreement is concluded for a particular and specified order and the Parties are not entering into continuous performance agreements.
2. The Seller may not terminate (in Dutch: '*opzeggen*') fixed-term agreements.
3. If any continuous performance agreements are concluded between the Parties, Roveg Fruit is at all times entitled to terminate such Agreement, unless explicitly agreed otherwise in writing, with due observance of a notice period of three (3) months, without prejudice to the legal or contractual right of Roveg Fruit to terminate (in Dutch: '*ontbinden*') a continuous performance agreement at an earlier date. Unless explicitly agreed otherwise in writing, Roveg Fruit shall in no event be obliged to compensate the Seller for any investments made, goodwill created or costs incurred or damage suffered in connection with the termination.
4. Roveg Fruit is entitled to terminate the Agreement without notice of default and without judicial intervention by written notice, in whole or in part, by termination (in Dutch: '*opzeggen*' or '*ontbinden*') with immediate effect, if:
 - A. the Seller defaults on its obligations;
 - B. the Seller is granted suspension of payments, whether provisional or not;
 - C. bankruptcy is filed for with regard to the Seller or if its company is liquidated or terminated; and without Roveg Fruit being liable for any compensation, compensation of damages and/or restitution on account of such termination.

CLAUSE 14: RULES ON COMBATING CORRUPTION AND MONEY LAUNDRY

1. Each of the Parties 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 one of the Parties, 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 clause 14.

CLAUSE 15: FINAL PROVISIONS

1. The legal relationship, including the Agreement and these T&C, between Roveg Fruit and the Seller is governed exclusively by Dutch law. The Vienna Sales Convention does not apply.
2. The Seller guarantees that the delivered Goods and Services rendered do not infringe any property rights and/or other rights of third parties and it indemnifies Roveg Fruit against all damage arising from third party claims based on (alleged) infringement.
3. If Roveg Fruit obtains a license in relation to the delivered Goods and/or Services rendered, this shall constitute an exclusive, royalty free and continuous right of use, unless otherwise agreed in writing.
4. The Seller is not allowed to assign, pledge or under any other title transfer its claims against Roveg Fruit to a third party without prior written permission from Roveg Fruit. The provision aims to have effect in property law (in Dutch: '*goederenrechtelijk effect*').
5. If the Seller has its place of residence in the EU, disputes between Roveg Fruit and the Seller are settled exclusively by the competent court in The Hague, The Netherlands.
6. If the Seller has its place of residence outside the EU, disputes between Roveg Fruit and the Seller shall be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague. The arbitral tribunal shall be composed of three arbitrators. The arbitral tribunal shall be appointed by the Parties. The proceedings shall be conducted in the Dutch language.
7. Any court proceedings in the Netherlands before, during or after the arbitration will - to the extent allowed by law - exclusively be dealt with by the Amsterdam District Court or the Amsterdam Court of Appeal, whichever has jurisdiction, following proceedings in English before the Chambers for International Commercial Matters (Netherlands Commercial Court, which consists of the NCC District Court, the NCC Court in Summary Proceedings and the NCC Court of Appeal). The NCC Rules of Procedure apply to these proceedings. This clause is not intended to exclude Supreme Court appeal.