

General Terms and Conditions

Van den Elzen Vegetable Innovators (17113076)

Article 1: applicability

- a. These General Terms and Conditions apply to all existing and future legal relationships (including quotes, offers and agreements) between the contracted party/supplier and all its affiliated companies (hereinafter referred to as “the supplier”), of the one part, and the contracting party/client/customer in the broadest sense (hereinafter referred to as “the customer”), of the other part.
- b. The supplier expressly rejects the applicability of any general terms and conditions of the customer.
- c. The supplier has the right to supplement and/or amend these General Terms and Conditions, on condition that the supplier notifies the customer in writing of such supplements and/or amendments. If this places the customer in a more disadvantageous position, the customer has the right to terminate the agreement, within two weeks of receipt of the supplier’s notification, with effect from the date on which the supplement or amendment takes effect.

Article 2: quotes

- a. A quote issued by the supplier is only valid on the day on which it is issued, unless the quote specifies a longer period of validity. After this period the quote expires and can no longer be accepted.
- b. If it becomes apparent that the customer has provided incorrect information, specifications, calculations, et cetera to the supplier, the customer can no longer derive any rights from the quote and/or the agreement concluded with the supplier. In that case the supplier may terminate the agreement or adjust the prices and other conditions.

Article 3: prices

- a. All prices are stated net of value added tax.
- b. Except as expressly otherwise agreed, all prices are stated in euros.
- c. The prices quoted and agreed are based on the minimum quantity the customer has undertaken to purchase. If the customer has purchased a smaller quantity during the agreed term of contract, the supplier has the right to send an invoice for the difference between the agreed minimum quantity and the quantity in fact purchased.
- d. All prices are stated exclusive of crate hire, returnable deposits, pallets and other packaging materials.
- e. If the costs incurred by the supplier in the performance of the agreement increase by 10% or more, the supplier has the right to increase its prices correspondingly in case of ‘continuing

agreements' (*duurovereenkomsten*). If that case the customer has the right to terminate the continuing agreement before the end of its term.

- f. In case of continuing agreements the supplier has the right to adjust its prices annually to reflect changes in the appropriate index (Producer Price Index PPI; output and import prices by product, 2015 = 100, category 10 food products).

Article 4: delivery

- a. Delivery will be made in crates and on pallets, except as otherwise agreed.
- b. If the customer wishes to use a type of packaging other than the type of packaging recommended by the supplier, including box capacity etc., the associated risk will be borne in full by the customer.
- c. Delivery takes place ex works at the supplier's premises (unless a different location is agreed) and at the time specified in the quote and/or the order confirmation.
- d. The customer is responsible itself for the proper transport of the products (for example at a temperature of no more than 2° C) unless otherwise agreed.
- e. If the customer collects the purchased and/or processed products from the supplier later than the agreed delivery time, the customer itself will bear the risk of quality deterioration.
- f. If the customer fails to collect the purchased and/or processed products within 36 hours of the agreed delivery time, the customer will be in default without any notice of default being required and will forfeit the right to receive delivery. In that case the customer will nevertheless be obliged to pay the invoice in respect of the products in question to the supplier in full.
- g. If the customer collects the products in question after the agreed delivery time but within the aforesaid 36-hour period, the costs associated with such late collection will be payable by the customer. These costs are set at a minimum of 20% of the amount of the invoice for the products in question.
- h. If the delivery time is exceeded due to the supplier's actions or omissions, this will not result in any liability on the part of the supplier.

Article 5: inspection and complaints

- a. The customer is obliged to inspect the products delivered within 12 hours of delivery and to notify the supplier of any shortages and discrepancies within this period, failing which its rights will lapse. After this 12-hour period any complaints of the customer will not be considered.
- b. If the customer lodges complaints about the products delivered, the supplier has the right to immediately inspect those products at the customer's premises.

Article 6: retention of title

All deliveries take place subject to an extended retention of title. All products delivered remain the property of the supplier until the customer has met all its payment obligations of any kind to the supplier.

Article 7: payment

- a. Invoices issued by the supplier must be paid within 14 days of delivery.
- b. If the customer fails to pay the supplier's invoices on time, the customer will be in default immediately (without any notice of default being required) and will be liable to pay contractual interest at the rate of 1% per month.
- c. The supplier may, at its discretion and without giving reasons, demand payment in advance of its invoices (or require security for the payment thereof) before delivering any products.

Article 8: force majeure

- a. If and to the extent that the supplier is unable to meet its obligations in full, on time or at all due to a circumstance beyond the supplier's control, the supplier has the right to cancel the relevant agreement without court intervention and without being liable to pay compensation for such cancellation, or to suspend the obligations under the agreement for such a period as the supplier will deem reasonable, without this resulting in any liability to pay compensation.
- b. Circumstances beyond the supplier's control include (without limitation): any unforeseen interruption of normal operations in the supplier's business or in the business of a third party providing products or services to the supplier, as well as any apparent change in factual circumstances, after the conclusion of the agreement, that have a direct or indirect impact on cost components or product availability, such as fire, water damage, extraordinary weather conditions, disasters, war, threat of war, pandemics, other diseases, government measures, riots, acts of war, strikes, lockouts, work-to-rule actions, defects in machinery or equipment, interruptions, stagnation in the supply of or rationing of raw materials, ancillary materials and fuels, as well as non-compliance with an obligation by a third party providing products or services to the supplier.
- c. Force majeure as referred to in this article also includes longer periods of frost as a result of which it is impossible or difficult to harvest crops, as well as damage to crops from winter conditions (or other weather conditions, including flooding).

Article 9: liability

- a. If the customer's complaints about the supplier's performance are justified, the supplier has the right either to replace the products delivered or to credit the customer for all or part of the amount invoiced for the products in question. The supplier is not otherwise liable in the event of an attributable failure to perform.
- b. The liability of the supplier is in any case limited to the amount paid out in the case in question by its indemnity insurer.
- c. The supplier will never be liable for any indirect or consequential loss or damage.
- d. The customer indemnifies, defends and holds the supplier harmless from and against any claims by third parties that are in any way related to this agreement.

Article 10: term of continuing agreement

- a. In case of a continuing agreement for a fixed term, the continuing agreement will automatically be renewed on a rolling basis for the same term after the expiry of the fixed term, unless the customer terminates the continuing agreement by giving 6 months' written notice before the end of the term. After that, the agreement will end by operation of law unless the parties renew the agreement, in which case the agreement will be for an indefinite period.
- b. In case of a continuing agreement for an indefinite term, either party may terminate the agreement, without giving reasons, with effect from the end of a calendar month subject to 6 months' notice.

Article 11: transfer of contract

If the supplier wishes to transfer all or part of its activities (including the agreement concluded with the customer) to another party, the customer may not unreasonably withhold its consent to such a transfer of contract.

Article 12: dispute resolution procedure

- a. This agreement is governed by the laws of the Netherlands.
- b. Any and all disputes between the parties will be submitted to the jurisdiction of the competent court in 's-Hertogenbosch (the Netherlands).

This English translation of the General Terms and Conditions is provided for convenience only. In the event of any inconsistency or conflict between the original Dutch version and this translation, the Dutch version will prevail.