

GENERAL TERMS AND CONDITIONS OF SALE OF BLOED BESSEN VOF

1 Definitions

In these General Terms and Conditions of Sale, the following terms are understood to mean:

Bloed Bessen: the general partnership, Bloed Bessen, incorporated under Dutch law, with its registered office in Asch (Municipality of Buren) as well as its legal successors and/or its affiliated companies;

Other Party: any natural or legal entity that concludes a contract with Bloed Bessen; or to whom Bloed Bessen makes an offer and/or gives a quotation; and apart from these, its representatives, agents, successors in title and heirs;

Contract: all contracts between Bloed Bessen (as the seller) and the other Party (as the buyer) that are concluded, all amendments to these or supplements to these, as well as any legal and other acts in the preparation and in the implementation of that contract.

2 Scope of application

2.1 These General Terms and Conditions of Sale apply to all quotations provided, offers made and contracts entered into by Bloed Bessen.

2.2 Bloed Bessen is entitled to engage third parties who are not Bloed Bessen members of staff for the implementation of the provisions in the Contract. These General Terms and Conditions of Sale also apply to legal acts undertaken by these third parties in the context of the implementation of Bloed Bessen's obligations.

2.3 Deviations from and/or additions to any provisions in these General Terms and Conditions of Sale are only binding on Bloed Bessen if they are agreed between Bloed Bessen and the Other Party expressly without reservation and in writing, which includes by e-mail. Any agreed deviations and/or additions only relate to the Contract in question.

2.4 The Other Party who has been contracted under these General Terms and Conditions of Sale agrees to the applicability of these terms and conditions to any later contracts, unless these are expressly deviated from at that time.

2.5 If any provisions of these General Terms and Conditions of Sale are null and void or are nullified, the other provisions will remain fully in effect. Bloed Bessen and the Other Party will then consult with a view to agreeing to new provisions to replace the void or nullified ones, whereby the objective and the purport of the original provision(s) will be observed as far as possible.

2.6 The application of Other Party's general terms and conditions are excluded insofar as they are contrary to these General Terms and Conditions of Sale.

2.7 If these General Terms and Conditions of Sale have been translated into another language, the interpretation from the Dutch version remains the guiding principle for whatever the Parties have intended to agree to.

3 Tenders, offers and contracts

3.1 All contracts with Bloed Bessen are deemed to have been concluded in the place where Bloed Bessen has its registered office, namely Asch (Municipality of Buren).

3.2 All amounts mentioned in offers, quotations, agreements and contracts are expressed in euros, unless the Parties have agreed otherwise. Furthermore, all amounts referred to are excluding transport costs and VAT, unless the Parties have agreed otherwise in writing, which includes by e-mail.

3.3 All of Bloed Bessen's offers and quotations are entirely subject to confirmation without obligation.

3.4 Amendments and additions to a contract after the contract has been concluded are only binding on Bloed Bessen if these have been recorded mutually between the Parties in writing, which includes by e-mail. The Other Party is not entitled to appeal to its advantage in the absence of a written confirmation.

3.5 Bloed Bessen reserves the right to refuse a contract without giving reasons.

3.6 Bloed Bessen is not bound to honour an offer or quotation, or a contract for the indicated and/or specified price if this price is based on a manifest printing and/or clerical error.

4 Cancelling the contract

4.1 The Other Party may only cancel a contract if this is done in writing prior to the commencement of the implementation of the contract. Subject to the provisions that follow, all costs incurred by Bloed Bessen in the preparation of the Contract will be charged to the Other Party in the event of the cancellation of the Contract.

4.2 If the Contract is cancelled, the Other Party will owe a compensation amounting to 50 per cent of the agreed price, in addition to the preparation costs, unless the cancellation takes place later than 24 hours prior to agreed time of

delivery. In the latter case, the Other Party will owe the full price that was agreed.

4.3 In the event of cancellation, the Other Party is obliged to compensate Bloed Bessen for the costs that Bloed Bessen has to pay to third parties by virtue of and in connection with the cancelled contract, irrespective of the time of the cancellation.

5 Delivery

5.1 Agreed delivery times are deemed to be indicative, unless the Parties have expressly agreed otherwise.

5.2 Insofar as it remains within the boundaries of reasonableness, a delay in delivery does not entitle the Other Party to terminate the Contract or to any compensation whatsoever.

5.3 Quantities delivered by Bloed Bessen are deemed to meet that which the Parties have agreed as far as quantities and weight are concerned, as well as the prescribed requirements under public and/or private law, subject to proof to the contrary to be provided by the Other Party. Therefore the Parties expressly agree to evidentiary presumption.

5.4 Delivery will take place at the Other Party's premises, unless the Parties have agreed otherwise in this regard in writing, which includes by e-mail. The time of delivery is the time at which the goods are delivered to the Other Party. If the goods are delivered ex warehouse from Bloed Bessen, the delivery takes place at the time that Bloed Bessen hands over the goods to the Other Party.

5.5 Prior to fulfilling the obligations that rest on it by virtue of the Contract, Bloed Bessen is always entitled to demand sufficient security for the fulfilment of the Other Party's payment obligations.

5.6 If the Other Party has any outstanding payment obligations, in particular if Bloed Bessen invoices have not been paid by the Other Party, either entirely or in part, Bloed Bessen is entitled to suspend its supply obligations until such time as the Other Party has fulfilled all its obligations.

6 Inspection, checking and complaints

6.1 The Other Party must inspect and check the agreed goods immediately after Bloed Bessen has delivered them. The Other Party should ascertain whether the delivered goods meet the provisions in the Contract, namely: a) whether the correct goods have been delivered; b) whether the delivered goods meet the quality requirements set for them and agreed, or the requirements that may be set for normal use and/or commercial purposes; c) whether the delivered goods correspond with what was agreed between the Parties in terms of quantity (number, volume, weight).

6.2 If the delivery takes place ex warehouse, then the Other Party must check the delivered goods in Bloed Bessen's dispatch area.

6.3 Any shortcomings and objections that do not pertain to the circumstances as mentioned in paragraph 1(c) of this article, must be reported in writing, which includes by e-mail, to Bloed Bessen immediately on discovery thereof, but no later than 24 hours after delivery. If Bloed Bessen does not receive a complaint immediately after delivery of the goods, the goods will be deemed to have been delivered in accordance with the provisions in the Contract and without any shortcomings.

6.4 Complaints related to defects that are not immediately visible must be reported in writing, which includes by e-mail, to Bloed Bessen as soon as possible after discovery thereof, so that Bloed Bessen is given the opportunity to investigate the validity of the complaints in question, either on the spot or in some other way. The Other Party must make it possible for Bloed Bessen to verify the validity of the Other Party's complaint.

6.5 If Bloed Bessen does not receive a written complaint from the Other Party within 24 hours of delivery, the shortcoming and/or defect will be considered not to have existed at the time of the delivery; instead the Parties will take it for granted that this shortcoming and/or defect arose after the delivery.

6.6 The provisions of this article apply in full if the goods supplied by Bloed Bessen on behalf of the Other Party are delivered by a third party. For this reason, the Other Party can never invoke against Bloed Bessen that it did not inspect and check the delivered goods because they were delivered to a third party elsewhere.

6.7 The other party must at all times look after the goods as a prudent debtor and/or possessor.

7 Payments

7.1 The Other Party must pay the agreed price, without discount or an appeal for compensation, into a bank account to be specified by Bloed Bessen within 14 days of the invoice date, unless otherwise agreed.

7.2 The Other Party is not permitted to offset amounts invoiced by Bloed Bessen with a counterclaim alleged by the Other Party, or to suspend payment because of a counterclaim

alleged by the Other Party, unless Bloed Bessen has expressly and without reservation acknowledged liability to pay the counterclaim, or the existence of the counterclaim has been irrevocably determined before the courts.

7.3 If the payment term is exceeded, the Other Party owes statutory commercial interest over the outstanding amount, without prior notice of default. Insofar as it is established before the courts that the Other Party does not owe statutory commercial interest, it will owe Bloed Bessen statutory interest.

7.4 If the Other Party continues to fail to settle the amounts owed, even after Bloed Bessen has given it notice of default, it will also be obliged to pay extrajudicial collection charges, in addition to the total amount owed at that time, comprising the outstanding amounts plus interest owed. The level of the extrajudicial expenses will be set at 15 per cent of the principal amount owed.

7.5 Payments made by the Other Party will always first serve to settle all interest and costs owed, and then to settle the due and payable invoices that have been outstanding the longest. The same will apply even if the Other Party states that the payment relates to a later invoice.

8 Retention of title

8.1 Bloed Bessen remains the owner of the goods that it has supplied the Other Party as long as the Other Party has not settled the total amount owed under the Contract entered into.

8.2 As long as Bloed Bessen is considered the owner of the goods in question, the Other Party is obliged to ensure that the goods are handled carefully, and the Other Party undertakes not to pledge, transfer or hand over the goods.

8.3 The Other Party is only entitled to resell the goods supplied by Bloed Bessen that fall under the retention of title if the resale constitutes the normal business operations of the Other Party.

8.4 If Bloed Bessen can enforce property rights in accordance with this article, the Other Party will authorise Bloed Bessen to enter the place where the goods are located for the purposes of taking them back, if the Other Party has control over the place where the goods are located.

8.5 The Other Party is obliged to inform Bloed Bessen immediately if goods upon which Bloed Bessen's retention of title rests are attached or lost or if the Other Party has lost control of the goods in some other way.

9 Liabilities

9.1 If the Other Party has in its possession goods supplied by Bloed Bessen that belong to Bloed Bessen (including returnable packaging) and/or that fall under retention of title as mentioned in Article 8 of these General Terms and Conditions of Sale, the Other Party is liable for damages that are caused by and/or with these goods from the time that the goods are delivered to it until the time that the goods are returned, or until the time that the ownership of these goods is transferred.

9.2 Furthermore, if the Other Party has in its possession goods belonging to Bloed Bessen (including returnable packaging) and/or that fall under retention of title as mentioned in Article 8 of these General Terms and Conditions of Sale, the Other Party is liable for damages suffered by Bloed Bessen as a consequence of damage to, loss or destruction of these goods, the damages being those which arose in the period between the time at which Bloed Bessen delivered the goods and the time that the goods were returned, or until the time that the ownership of these goods is transferred.

9.3 If Bloed Bessen has to enforce its retention of title as mentioned in Article 8 of these General Terms and Conditions of Sale as a consequence of circumstances that are attributable to the Other Party, but nonetheless suffers damages, the Other Party is liable for the damages suffered by Bloed Bessen.

9.4 If Bloed Bessen supplied the Other Party with goods that are the property of a third party, then the Other Party indemnifies Bloed Bessen against all claims from this third party that are related to the damages that are caused by and/or with these goods that Bloed Bessen has supplied to the third party, as well as damage to the goods that Bloed Bessen supplied the third party.

9.5 If the Other Party, or a third party to whom the Other Party supplied the goods supplied by Bloed Bessen, implements a recall action, or has a recall action implemented, then Bloed Bessen can only be held liable for the associated costs, or part thereof, if a) it is established that Bloed Bessen is liable for the circumstances that led to the recall; and b) Bloed Bessen was consulted and had a say in the matter before the recall was carried out; as well as c) it is established that the Other Party conducted itself as a competent professional who acted reasonably and attempted to restrict the costs associated with the recall as far as possible.

9.6 If Bloed Bessen is liable for any damages, then Bloed

Bessen's liability is restricted to the amount for the case in question that is paid out by Bloed Bessen's corporate liability insurance, plus any own risk excess under this insurance. If for whatever reason no payment under this insurance takes place, any liability is restricted to the amount on the invoice that corresponds to the Contract on the basis of which the Other Party is claiming, on the understanding that any liability is restricted to an amount of € 10,000 (in words ten thousand euro).

10 Force majeure

- 10.1 Bloed Bessen is not liable for damages, directly or indirectly, as a consequence of circumstances beyond its control (force majeure). The following inter alia will constitute force majeure: war, insurrection, riots, wilful damage, strikes and lockouts, natural disaster, extreme weather conditions, government measures, as well as all circumstances, of any kind whatsoever as a result of which it is in all reasonableness impossible for Bloed Bessen to comply with the Contract in a normal fashion.
- 10.2 In the event of force majeure, Bloed Bessen is entitled to suspend the implementation of the Contract, or to terminate the Contract, entirely or in part, without the Other Party being entitled to any compensation whatsoever.
- 10.3 If, at the time that the force majeure commences, Bloed Bessen has fulfilled its obligations in part, or can only fulfil its obligations in part, then it is entitled to invoice the part that has already been supplied and/or still to be supplied. In that case, the Other Party is obliged to settle the invoice as if it were a separate contract.

11 Suspension and termination

- 11.1 If the Other Party does not meet any of its obligations arising from the Contract entered into with Bloed Bessen and/or pursuant to the law at all, on time or properly, including the obligation to pay on time as included in Article 7 of these General Terms and Conditions of Sale, the Other Party is in default without notice of default being required, and Bloed Bessen is entitled to suspend the implementation of the Contract and/or to terminate that Contract or contracts directly related to it, entirely or in part, without Bloed Bessen being obliged to pay any compensation whatsoever, and without prejudice to any other rights to which Bloed Bessen is entitled.
- 11.2 If the Other Party is in default, it will owe Bloed Bessen the statutory interest or statutory commercial interest as well as all judicial and extrajudicial costs that Bloed Bessen reasonably had to incur in order to establish the Other Party's liability and/or to obtain settlement of its claim, and these fall within the scope of Book 6, Section 96(2) of the Dutch Civil Code.
- 11.3 In the event of suspension of payment or provisional suspension of payment or bankruptcy of the Other Party's company, all contracts with the Other Party will be terminated

by operation of law, unless Bloed Bessen informs the Other Party within a reasonable period that it requires fulfilment of the contract(s) in question, or part thereof, in which case Bloed Bessen is entitled to suspend the implementation of the contract(s) in question, without notice of default, until the payment has been sufficiently secured, without prejudice to any other rights to which Bloed Bessen is entitled.

- 11.4 Bloed Bessen is entitled to terminate the Contract in the event of permanent force majeure on the part of the Other Party. The Other Party will compensate Bloed Bessen at that time for all costs incurred or still to be incurred by Bloed Bessen.
- 11.5 In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all Bloed Bessen's claims against the Other Party are immediately due and payable, and the Other Party is obliged to immediately return the goods that have not been paid for.
- 11.6 The Other Party must immediately inform Bloed Bessen if the goods that belong to Bloed Bessen which the Other Party has in its possession in the context of the implementation of the Contract are attached.
- 11.7 In the event of bankruptcy or suspension of payments, the Other Party must immediately inform Bloed Bessen of this, and immediately show a bailiff, receiver or administrator the Contract or other documents from which the existence of the Contract is evident, and point out Bloed Bessen's proprietary rights in the process.

12 Returnable packaging

- 12.1 Bloed Bessen uses returnable packaging for the delivery of its goods. Returnable packaging includes pallets and crates, among other things. If Bloed Bessen charges a deposit for these items, then the returnable packaging is taken back against the calculated deposit.
- 12.2 The packaging that the other party wishes to return must be so clean and fresh that it is suitable for use for fresh fruit without any further actions being required on the part of Bloed Bessen. If the Other Party does not meet this requirement, then Bloed Bessen is not obliged to return the deposit to the Other Party. If, in the latter case, the Other Party has not yet paid the deposit at the time that the returnable packaging is returned, the Other Party's payment obligation remains in effect.
- 12.3 Returnable packaging that was not supplied by Bloed Bessen will also not be taken back by Bloed Bessen. Returnable packaging will only be taken back by Bloed Bessen if Bloed Bessen supplied the Other Party with this returnable packaging, and it will only be taken back from the other party to whom Bloed Bessen supplied the returnable packaging.

13 Industrial and intellectual property rights

- 13.1 Bloed Bessen expressly reserves any rights to intellectual and/or industrial property related to the goods it has supplied.

- 13.2 The Other Party is not permitted to infringe the intellectual and/or industrial property rights of a third party using the goods supplied by Bloed Bessen. The Other Party indemnifies Bloed Bessen for any claims from third parties arising from an infringement of intellectual and/or industrial property rights that occurs using goods supplied by Bloed Bessen, and which takes place after Bloed Bessen has supplied the goods to the Other Party.

14 Disputes and choice of forum

- 14.1 Differences in opinion between the Other Party and Bloed Bessen will be resolved amicably as far as possible.
- 14.2 If a difference in opinion is not/cannot be resolved amicably, it will be considered to be a dispute.
- 14.3 The competent court (including the sub-district court if it has jurisdiction to hear and is competent to rule) in the court district where Bloed Bessen has its registered offices has exclusive competence over all disputes that may arise between Bloed Bessen and the Other Party in connection with the Contract and so on; included in this are those disputes regarded as such by only one of the parties.

15 Applicable law

- 15.1 All contracts between the Parties are governed exclusively by Dutch law.
- 15.2 The provisions of paragraph 1 of this article apply irrespective of where the Contract is actually implemented.

These General Terms and Conditions of Sale have been filed on May 9th 2016 under number 27/2016 with the Court of Gelderland.