

## **TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES COMPAGNIE FRUITIÈRE THE NETHERLANDS**

These Terms and Conditions for the Provision of Services (hereafter the “Terms and Conditions”) constitute the reference document for commercial negotiations between COMPAGNIE FRUITIÈRE THE NETHERLANDS (hereafter “COMPAGNIE FRUITIÈRE THE NETHERLANDS”) and any person establishing a contract for services with COMPAGNIE FRUITIÈRE THE NETHERLANDS (hereafter “the Customer”).

### **Article 1 - APPLICATION OF THE TERMS AND CONDITIONS**

1.1 These Terms and Conditions are sent and/or handed to each Customer to enable it to place any order for the provision of services.

1.2 Any order placed by the Customer is deemed as full and unreserved acceptance of these Terms and Conditions, notwithstanding any provision to the contrary which may appear in the documents issued by the Customer.

1.3 Any document other than these Terms and Conditions and, notably, advertising and prospectuses, only have informational value and are not contractual.

1.4 These Terms and Conditions may be amended at any time by COMPAGNIE FRUITIÈRE THE NETHERLANDS subject to thirty (30) days’ notice.

1.5 These Terms and Conditions apply regardless of COMPAGNIE FRUITIÈRE THE NETHERLANDS's legal status: handler, warehouse keeper, agent, forwarder, without this list being exhaustive.

### **Article 2 - ENFORCEABILITY OF THE TERMS AND CONDITIONS**

2.1 No special condition may prevail over the Terms and Conditions unless formally accepted by written documents duly signed by COMPAGNIE FRUITIÈRE THE NETHERLANDS. Any condition to the contrary imposed by the Customer shall be unenforceable against COMPAGNIE FRUITIÈRE THE NETHERLANDS, regardless of the form or time when it may have been brought to its attention.

2.2 The fact that COMPAGNIE FRUITIÈRE THE NETHERLANDS does not avail itself at a given moment of any one of the provisions of these Terms and Conditions cannot be interpreted as renunciation of its right to avail itself of said conditions.

### **Article 3 - PURPOSE AND SCOPE OF APPLICATION**

The purpose of these Terms and Conditions is to define the terms of execution by COMPAGNIE FRUITIÈRE THE NETHERLANDS, regardless of its legal status or capacity (handler, warehouse keeper, agent, forwarder, etc.), of the activities and services relative to storage, ripening, security, handling of products, management of the flow of products (packaged or not), for a price determined according to the criteria set in Article 5 and ensuring fair remuneration for the services rendered.

The services, the terms of their performance, their price, the nature and volume of the products covered by the services will be defined in the commercial proposal established between COMPAGNIE FRUITIÈRE THE NETHERLANDS and the Customer. Said commercial proposal constitutes special conditions of these Terms and Conditions.

### **Article 4 - DEFINITIONS**

As intended under these Terms and Conditions, the terms hereafter are defined as follows:

**Specific Approval:** Control of the temperature of the products as well as of the quality by sampling several fruits in different packages on the same pallet (sampling).

**Parcel:** Object or physical ensemble made up of several objects, regardless of the weight, dimensions and volume, constituting a load unit (bin, housing, crate, carton, container, freight, palette that has been strapped or filmed by the ordering party, roll, etc.) packed by the shipper before acceptance by COMPAGNIE FRUITIÈRE THE NETHERLANDS.

**Arrival Inspection:** Verification of the conformity of the products on arrival in the warehouse on the basis of the announcement made by the Customer (quantity, palletization, products, etc.) and brief visual inspection.

**Cross Docking:** Unloading and loading of one or more pallets within a maximum period of 8 hours from their reception in the warehouse.

**Warehousing:** Placing products in a warehouse at controlled temperature or ambient temperature according to the instructions given by the Customer.

**Labelling/Placement of stickers:** Manual labelling of packages.

**Destruction costs (disposal):** Costs relative to the destruction of products unfit for consumption.

**Administrative Management:** All the administrative tasks necessary from arrival of the pallets until their departure (recording of the lot arrival in IT system, daily management of stocks, printing and transmission of delivery slips, etc.).

**Bonded warehousing:** Declaration of arrival of containers to the customs services. This service may be provided by a subcontractor at the request of COMPAGNIE FRUITIÈRE THE NETHERLANDS.

**Ripening:** Set of operations aimed at transforming green fruit into ripe fruit in accordance with COMPAGNIE FRUITIÈRE THE NETHERLANDS specifications and according to customer requirements.

**Picking:** Parcels handled for mixed pallets. Each parcel will be the subject of a preparation slip sent by the Customer to COMPAGNIE FRUITIÈRE THE NETHERLANDS.

**Pre-packing:** Modification of the packaging of stored products (placement in net bags, girsac, tray, platter...).

**Reefer socket:** Socket allowing the refrigerated container to be powered without the trailer.

**Repalletization:** Pallets completely redone and identically following a breakage problem or due to a change in the pallet format.

**Sorting:** Checking the sanitary condition of the products one by one, discarding non-conforming items, wiping off conforming items, reorganizing identical packages and pallets.

## **Article 5 – PRICE OF THE SERVICES**

5.1 The price of the services is determined in consideration of the product, the volume of products concerned, the place of performance of the services, the duration of the contract, the service provided, the category of Customer and any other criteria related to the services that could be relevant. It is mutually agreed between the Customer and COMPAGNIE FRUITIÈRE THE NETHERLANDS before the services are provided.

5.2 The exhaustive list of services offered will be the subject of a commercial proposal issued by COMPAGNIE FRUITIÈRE THE NETHERLANDS and included in the special conditions.

5.3 Acceptance of the commercial proposal by the Customer will be formalized by the return of the commercial proposal signed by the legal representative of the Customer with the company stamp, as well as all the documents necessary for creation of the Customer account (information form, Chambers of Commerce business register extract dating back less than three months, VAT number, a sheet of letterhead). A contract is concluded by countersigning by COMPAGNIE FRUITIÈRE THE NETHERLANDS of the signed commercial proposal. COMPAGNIE FRUITIÈRE THE NETHERLANDS.

No cancellation of the service by the Customer can be taken into consideration unless notification is provided at the latest 48 hours before the scheduled start date for the services and after COMPAGNIE FRUITIÈRE THE NETHERLANDS's express agreement. If COMPAGNIE FRUITIÈRE THE NETHERLANDS does not agree, the price of the service remains due and is payable under the conditions defined herein.

5.4 Depending on the service quoted, if one or more of its basic elements were to be modified after the quote was submitted due to significant variations in COMPAGNIE FRUITIÈRE THE NETHERLANDS charges for reasons external to the latter, in a manner enforceable against the latter, and with proof provided by it, the prices given in the quote would be modified by the same price and under the same conditions. The same would be true in case of an unforeseen event of any kind resulting, due to reasons external to COMPAGNIE FRUITIÈRE THE NETHERLANDS and leading, notably, in the modification of one of the elements of the service.

5.5 The prices do not include the duties, taxes, fees and imposts due in application of any regulation (such as customs duties, import taxes, etc.).

## **Article 6 – PAYMENT TERMS**

### **6.1 Definition of payment**

Payment is deemed to have been made upon receipt of the full amount invoiced by COMPAGNIE FRUITIÈRE THE NETHERLANDS.

#### 6.2 Payment term

The Customer must respect the payment date appearing on the invoice. In any event, and regardless of the services concerned, payment must not exceed the time required by the applicable law regulations (30 days from invoice date). At any time, COMPAGNIE FRUITIÈRE THE NETHERLANDS reserves the right to demand certain payment terms in accordance with article 6.4.

#### 6.3 Late payment or payment default

In the event of late payment of the sums due by the Customer, late payment penalties will be applied to the amount incl. tax of the price appearing on said invoice and will be calculated based on the statutory interest in the Netherlands at that time plus 1% to be calculated over the full invoice amount, for every month or part of the month that the customer is in default of payment.

These penalties will accrue from the day after the due date until full payment of the price, and will be automatically and rightfully retained by COMPAGNIE FRUITIÈRE THE NETHERLANDS, without any formality or prior notice, without prejudice to any other action that COMPAGNIE FRUITIÈRE THE NETHERLANDS may take against the Customer in this regard.

In addition, in the event of late payment, not only may COMPAGNIE FRUITIÈRE THE NETHERLANDS refuse any new request for service from the Customer, but it may also suspend all current services, impose a shorter payment period, require payment in cash at the time of order confirmation or settlement of all outstanding invoices.

Under no circumstances may the Customer be authorized to raise a dispute of any nature whatsoever concerning the invoice for the sole purpose of delaying, offsetting or deducting the payment of all or part of its amount.

#### 6.4 Guarantee of payment

Any deterioration in the client's financial situation may justify the requirement of guarantees. Likewise, COMPAGNIE FRUITIÈRE THE NETHERLANDS reserves the right at any time, depending on the risks incurred, to require certain payment terms or certain guarantees when requesting a service, in particular in the event of a past or current payment incident, exceptional service or surpassing of the expected balance due.

### **Article 7 – INSURANCE OF THE PRODUCTS**

The Customer agrees to take out the necessary insurance to cover damage that may be caused to the products covered by the services provided by COMPAGNIE FRUITIÈRE THE NETHERLANDS.

### **Article 8 - OBLIGATIONS OF THE CUSTOMER**

#### 8.1 Obligation of information

The Customer is required to give COMPAGNIE FRUITIÈRE THE NETHERLANDS the necessary and precise instructions in due time for performance of the services (notably the technical constraints in terms of storage, handling, transport and risks of alteration of the products, desired level of maturity of the products). COMPAGNIE FRUITIÈRE THE NETHERLANDS cannot be held responsible for the consequences related to incorrect information and/or documents provided by the Customer.

The Customer is also responsible for all the consequences of a failure to comply with the information and declaration obligation on the very exact nature, value and particularities of the products. This particularly concerns dangerous products or those referred to as “sensitive”. Furthermore, the Customer expressly agrees not to remit illegal or prohibited products to COMPAGNIE FRUITIÈRE THE NETHERLANDS (for example, counterfeit products, narcotics, etc.). The Customer also answers for all consequences of the absence, insufficiency or inadequacy of the packing, wrapping, marking or labelling, legal or regulatory documentation.

The Customer bears sole responsibility for the consequences, whatever these may be, resulting from erroneous, incomplete, or inapplicable documents, or those provided late.

All specific instructions relative to execution of the services must be the subject of written orders, repeated for each item of products, and expressly accepted by COMPAGNIE FRUITIÈRE THE NETHERLANDS. In any event, such instructions are only accessory to the principal service.

In the event of lack of information on the part of the Customer, the latter engages its exclusive responsibility for any damage, both bodily harm and property damage caused to COMPAGNIE FRUITIÈRE THE NETHERLANDS or to any third parties, and must reimburse any fine or penalty and, in general, any financial consequences incurred by COMPAGNIE FRUITIÈRE THE NETHERLANDS.

### 8.2 Packaging

The products must be packaged, pre-refrigerated if they are perishable products that must be stored under controlled temperature, wrapped, marked or countermarked, so as to withstand a storage operation carried out under normal conditions, as well as successive handling which necessarily occurs during the course of this operation. The products must not present a danger for the driving or handling personnel, the environment, the safety of transport equipment, other products transported or stored, vehicles or third parties.

The Customer is solely responsible for the choice of packaging of the products and their ability to withstand storage and handling.

In the event that the Customer entrusts products to COMPAGNIE FRUITIÈRE THE NETHERLANDS that conflicts with the aforementioned provisions, it will travel at the risk and under the entire responsibility of the Customer and COMPAGNIE FRUITIÈRE THE NETHERLANDS shall be released from all responsibility.

### 8.3 Labelling/Placement of stickers

The Customer must ensure that the Labelling/Placement of stickers on Parcels or other load support of the products which it entrusts to COMPAGNIE FRUITIÈRE THE NETHERLANDS complies with legal obligations.

The Customer also answers for all consequences of the absence, insufficiency or defectiveness of the labelling. However, COMPAGNIE FRUITIÈRE THE NETHERLANDS may offer a labelling service which will be invoiced and the price of which is specified in the price list in article 3.

## **Article 9 – PERFORMANCE OF SERVICES**

In the absence of express and special instructions from the Customer, COMPAGNIE FRUITIÈRE THE NETHERLANDS may carry out services at its discretion and shall use its reasonable best efforts to carry out services. COMPAGNIE FRUITIÈRE THE NETHERLANDS is only bound by an obligation of means in the performance of the services.

During performance of the services, COMPAGNIE FRUITIÈRE THE NETHERLANDS is only the custodian of the products in the legal sense of the term, but in no case the owner.

The time frames indicated for execution of the services are only provided for informational purposes. Delays may in no case give rise to damages, except in the case of cross docking.

The products relative to the services entrusted are defined in the packing list provided by the Customer to COMPAGNIE FRUITIÈRE THE NETHERLANDS on arrival of the products in the warehouse. COMPAGNIE FRUITIÈRE THE NETHERLANDS reserves the right not to perform the service in the event of a change in the nature of the products.

### 9.1 Procedure for performance of the services

#### *9.1.1 Arrival of products at COMPAGNIE FRUITIÈRE THE NETHERLANDS*

Insofar as the Customer itself selects the carriers, the unloading operations will be done at its cost and under its responsibility, unless the Customer specifically requests otherwise and in writing, which will then be subject to additional invoicing. All packages must be accompanied by a packing list provided by the Customer on arrival at the warehouse.

#### *9.1.2 Inspection on arrival of products (Arrival Inspection/Specific Approval)*

When unloading the products, a qualitative check will be conducted by COMPAGNIE FRUITIÈRE THE NETHERLANDS but this check will be limited exclusively to the external visual appearance of the products or packages. Any irregularity will be immediately reported to the Customer, which will be responsible for making the necessary decisions and informing COMPAGNIE FRUITIÈRE THE NETHERLANDS of the action to be taken.

If the Customer would like for temperature and quantity checks to be done, it must ask COMPAGNIE FRUITIÈRE THE NETHERLANDS to perform a Specific Approval, which is subject to additional invoicing as indicated in the price list.

#### *9.1.3 Storage of products*

The entrusted products will be stored in accordance with the Customer's instructions. The instructions relative to the lots and identification of the pallets must be indicated to COMPAGNIE FRUITIÈRE THE NETHERLANDS by means of a preparation slip.

Regarding general products which is sensitive to very high or very low temperatures, and for which storage is done in usual time in ordinary rooms, it is the Customer's responsibility to take all necessary measures for their proper conservation throughout the duration of storage, such as wrapped or strapped pallets.

#### *9.1.4 Control of products during storage*

Any change in the quality of the products during storage will be the subject of information to the Customer. COMPAGNIE FRUITIÈRE THE NETHERLANDS agrees to strictly comply with the Customer's storage instructions and, therefore, cannot be held responsible for these changes.

#### *9.1.5 Departure of products from the warehouse*

The products will be delivered to the carrier designated by the Customer and at its express written request. All products must be accompanied by a delivery note issued by the Customer and remitted by COMPAGNIE FRUITIÈRE THE NETHERLANDS to the carrier upon departure from the warehouse.

Insofar as the Customer itself selects the transporters, the tie-down, chocking and loading operations will be done at its cost and under its responsibility, unless the Customer specifically requests otherwise and in writing, which will then be subject to additional invoicing.

#### *9.1.6 Inspection of the products upon leaving the warehouse (temperature, apparent defects, quantities)*

When loading the products, COMPAGNIE FRUITIÈRE THE NETHERLANDS will conduct a qualitative check limited to the external visual appearance of the products and parcels. When remitting the products to the carrier, the latter must sign the CMR before loading operations in order to prove that the products were remitted to it. Without written reservations on its part on the preparation slip, the products are deemed to have been given to it in good condition.

## 9.2 Other services

### *9.2.1 Pre-packaging - Picking*

The pre-packaging and picking services will be carried out in accordance with the instructions provided by the Customer to COMPAGNIE FRUITIÈRE THE NETHERLANDS. The CMR indicates all the information required by COMPAGNIE FRUITIÈRE THE NETHERLANDS such as the date of loading, the quantity, the lot(s) to be assigned, the recipient, the carrier and any information that the Customer deems useful. These instructions (e.g. planning) and/or order confirmations must be sent to COMPAGNIE FRUITIÈRE THE NETHERLANDS in sufficient time for the service to be performed and within the loading and delivery deadlines.

### *9.2.2 Sorting - Destruction*

COMPAGNIE FRUITIÈRE THE NETHERLANDS will report on the quality of the products entrusted to COMPAGNIE FRUITIÈRE THE NETHERLANDS will not take the initiative to sort or dispose of entrusted products. The Customer will notify COMPAGNIE FRUITIÈRE THE NETHERLANDS in writing of what to do. These operations will be invoiced.

### *9.2.3 Weighing, labelling, repalletization, ...*

COMPAGNIE FRUITIÈRE THE NETHERLANDS may offer the Customer additional services based on needs and changes in flows that may result in additional invoicing in accordance with the price list.

### *9.2.4 Controlled temperature - Specific approval*

The Customer agrees, under its own responsibility, to provide COMPAGNIE FRUITIÈRE THE NETHERLANDS with appropriate and precise instructions on the temperatures to be observed for storage of the Products entrusted to COMPAGNIE FRUITIÈRE THE NETHERLANDS.

Joint verification of the temperature of the products may be done upon arrival of the products in the COMPAGNIE FRUITIÈRE THE NETHERLANDS warehouse if the Customer has requested a Specific Approval.

The Customer agrees to make products available at the right temperature. If the Customer fails to fulfil this obligation, the products will be stored at its risk and with release of COMPAGNIE FRUITIÈRE THE NETHERLANDS from all liability.

COMPAGNIE FRUITIÈRE THE NETHERLANDS will be released from all liability if "sensitive" or perishable products are not in good condition at the time of their remittance by the Customer.

COMPAGNIE FRUITIÈRE THE NETHERLANDS agrees to comply with the temperature instructions given by its Customer.

However, COMPAGNIE FRUITIÈRE THE NETHERLANDS cannot be held liable for damage to the products if compliance with this obligation is made impossible by a breach by the Customer of the obligations incumbent on it.

Joint verification of the temperature of the products may be done upon departure of the products from the COMPAGNIE FRUITIÈRE THE NETHERLANDS warehouse if the Customer has made a specific request.

### *9.2.5 Ripening*

Ripening services can only be done for green fruits, without damage, stored at a temperature that is commonly accepted in the industry and suggested for the concerned fruit and not having been kept in a cold room for an unusually long period. The Customer guarantees that the entrusted fruits correspond to the aforementioned quality criteria. Otherwise, COMPAGNIE FRUITIÈRE THE NETHERLANDS may not be held responsible.

If the products do not comply with these requirements, COMPAGNIE FRUITIÈRE THE NETHERLANDS will notify the Customer and wait for the latter to give it written instructions to continue the service.

The ripening services will be carried out in accordance with:

- the COMPAGNIE FRUITIÈRE THE NETHERLANDS specifications included in attachment 1;
- the Customer's instructions, including the exit schedule communicated by the Customer at least 10 days before arrival of products. This period may be reduced by mutual agreement between COMPAGNIE FRUITIÈRE THE NETHERLANDS and the Customer. If the exit schedule is not respected by the Customer, COMPAGNIE FRUITIÈRE THE NETHERLANDS cannot be held responsible for non-compliance with the specifications.

COMPAGNIE FRUITIÈRE THE NETHERLANDS is only responsible for quality problems in the event of a defect related to the ripening service and storage conditions.

It is understood that the control on arrival of the products carried out by COMPAGNIE FRUITIÈRE THE NETHERLANDS does not make it possible to detect evolving defects related to the quality of the fruit.

In the event of abnormal changes in the quality of the products or heterogeneous ripening, COMPAGNIE FRUITIÈRE THE NETHERLANDS will notify the Customer and wait for the latter to give its instructions in writing to continue the service.

COMPAGNIE FRUITIÈRE THE NETHERLANDS cannot be held responsible for hidden defects, heterogeneous evolution of the products or any other problem with the fruit not related to the ripening service and storage conditions.

The Parties may agree to exchange fruits during the ripening process in order to fully comply with the desired specifications. COMPAGNIE FRUITIÈRE THE NETHERLANDS cannot be held responsible for non-compliance with the schedule due to exchanges of fruits during the process.

If the ripening rooms are not released on the agreed date, costs for immobilization may be invoiced to the Customer.

### 9.3 Reservations

In the event of loss, damage or any other harm suffered by the products as a result of COMPAGNIE FRUITIÈRE THE NETHERLANDS's failure to fulfil its obligations within the framework of performance of the services, it is the Customer's responsibility to proceed with regular and sufficient observations, state reasoned and detailed reservations and, in general, to carry out all acts useful to protect the rights of recourse, and to confirm said reservations upon delivery (apparent damage) or within 48 hours (latent defects), and in compliance with legal forms, or else no action of any kind whatsoever can be brought against COMPAGNIE FRUITIÈRE THE NETHERLANDS or its substitutes.

## **Article 10 – LIABILITY**

Except in the case of wilful misconduct or gross negligence from COMPAGNIE FRUITIÈRE THE NETHERLANDS, for all damage and loss to products attributable to the services provided by COMPAGNIE FRUITIÈRE THE NETHERLANDS and for all the consequences which result directly from it, COMPAGNIE FRUITIÈRE THE NETHERLANDS's liability is strictly limited to the amount of the services provided by COMPAGNIE FRUITIÈRE THE NETHERLANDS. COMPAGNIE FRUITIÈRE THE NETHERLANDS cannot be held liable for any indirect and/or consequential losses resulting from damage or loss of products.

## **Article 11 – CONTRACTUAL RIGHT OF LIEN**

Regardless of the capacity in which COMPAGNIE FRUITIÈRE THE NETHERLANDS intervenes, the Customer expressly recognizes its contractual right of lien, deemed as the right of retention, preference, as well of sales of products for the purpose of recovering due sums, general and permanent over all the products, values and documents in possession of COMPAGNIE FRUITIÈRE THE NETHERLANDS, as guarantee of all amounts (invoices, interest, charges incurred, etc.) which COMPAGNIE FRUITIÈRE THE NETHERLANDS holds against it, even before or independently from the operations involving the products, values and documents which are effectively in its possession.

## **Article 12 - FORCE MAJEURE - SAFEGUARD**

A force majeure event is defined as any event beyond the control of the parties, which could not be reasonably foreseen at the time of establishment of the contract and whose effects cannot be avoided by appropriate measures and which would prevent, or render abnormally unbalanced, performance of its obligation by the party owing it and would result in suspension of the contract.

The party affected by force majeure will immediately inform the other by registered letter with acknowledgment of receipt within twenty-four (24) hours. The Parties will come together to implement the most appropriate means at the time to ensure normal resumption, as quickly as possible, of execution of this contract.

If the circumstances which oblige one of the parties to suspend performance of the contract continue for more than 60 days, each party may request termination of the contract, without either party being able to claim damages. This termination would take effect on the date of first presentation of the registered letter with acknowledgment of receipt cancelling said contract of provision of service.

#### **Article 13 - TIME LIMIT AND EXTINCTION OF RIGHTS**

Any dispute over an invoice must be submitted within fourteen (14) days of its receipt.

In accordance with the provisions of Article 3: 307 lid 1 BW the commitments undertaken during the performance of this contract lapse after 5 years. Beyond that, no amount can be claimed for the past calendar year, including prices of services, services, possible penalties and compensation.

#### **Article 14 – CANCELLATION – INVALIDITY**

In the event that any of the provisions of these Terms and Conditions were declared void or deemed unwritten, all the other provisions would remain applicable.

#### **ARTICLE 15 - CONTRACT LAW - SETTLEMENT OF DISPUTES**

**THESE GENERAL TERMS AND CONDITIONS OF SALE ARE GOVERNED EXCLUSIVELY BY DUTCH LAW.**

**ALL DISPUTES RELATING TO THEIR INTERPRETATION, EXECUTION AND TERMINATION SHALL FALL WITHIN THE COMPETENT COURT IN AMSTERDAM (THE NETHERLANDS)**

#### **ARTICLE 16 – FINAL PROVISIONS**

Any waiver or additional agreement to these Terms and Conditions must be in writing.

**Application from 1 January 2022.**

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