

## **GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale constitute the sole framework for commercial negotiations between Compagnie Fruitière The Netherlands ("the Company") and the customer.

### **ARTICLE 1- APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE**

1.1 These General Terms and Conditions of Sale are referred to in the Company's webpage and sent automatically with an automatic link under its email, and/or handed to each customer who so requests, for professional activity, notably to enable them to place orders for fresh fruit and vegetables.

1.2 All orders placed by the customer and accepted by the Company entail by right full and unreserved acceptance of these General Terms and Conditions of Sale, notwithstanding any contrary provision which may appear in documents originating from the customer.

1.3 Any document other than these General Terms and Conditions of Sale and notably advertisements and prospectuses, would only have non-contractual indicative and informative value.

1.4 These General Terms and Conditions for Sale may be amended at any time by the Company, respecting a thirty (30) day notice period.

### **ARTICLE 2 - ENFORCEABILITY OF THESE GENERAL TERMS AND CONDITIONS OF SALE**

2.1 Unless formally accepted by written documents duly signed by the Company and the customer, no particular term or general terms and conditions of purchase can prevail over these general terms and conditions of sale. No contrary provision raised by a customer can be binding on the Company, whatever its form or the time when the Company became aware thereof.

2.2 The fact that the Company does not at any given time invoke any of these General Terms and Conditions of Sale shall not be construed as a waiver of any of these terms and conditions.

### **ARTICLE 3 - INDUSTRIAL PROPERTY**

Any customer of Compagnie Fruitière The Netherlands shall not refer to or use the trademarks, logos, documents, plans, drafts, research or any other intellectual property right belonging to the Company without the Company's express prior written authorization for the sole purpose of promoting the resale of products marketed by the Company under normal conditions with respect to its business. Without its prior written consent, the Company prohibits any use of its brand, logo or product image for promotional purposes such as coupons or vouchers for consumers. The Company reserves the right to oppose, suspend or seek compensation for any use that it deems to be unfair, an act of commercial parasitism, or in violation of its image or any rights it may have granted.

### **ARTICLE 4 - ORDERS**

#### 4.1 Order registration

An order consists of a number of packages, pallets or a weight of fresh fruit and vegetables, as well as a price/pricing method.

4.2 For Ex-works sale, a date and time for pick-up should be specified as per the order and/or as agreed upon. It shall be transmitted by email, telephone or fax or EDI to the Company's registered office or to any other address provided by the Company. Order cancellation or modification.

The Company reserves the right to cancel a confirmed order or any order that has begun processing if the client's legal or financial situation changes or is found to be different from that in question.

No modification or cancellation of the order by the customer can be implemented without the Company's express consent. Failing agreement, the amount of the order remains due and is payable under the defined conditions.

In any event, modifications made by the customer may only be accepted if they are notified to the Company within a reasonable delay before the scheduled delivery date, and in any case accepted by the Company.

### **ARTICLE 5 – PRICES**

The sale prices for the products are those agreed by the Company and the customer on the date of the customer's order, taking into consideration the tariffs proposed by the Company, the market situation, the quality and quantity of the products delivered. Price are deemed to be accepted by the customer, unless refusal within 24 hours from customer's order issue. The prices are expressed in Euros and pre-tax for goods customs-cleared for import in the EU (duties paid, if any) ex-warehouse of the seller or from any other agreed place. By mutual agreement with the customer, the prices may be proposed ex-warehouse or free of carriage. In the special case of a foreign customer from outside the EU, the goods may be proposed without EU customs clearance, the customer then being responsible for all the customs procedures in force.

### **ARTICLE 6 - PAYMENT**

### 6.1 Definition of payment

Payment is deemed to have been made upon receipt of the full amount of the price agreed by the Company.

### 6.2 Payment deadline

The customer must comply with the payment date on the invoice. In any event, and irrespective of the fresh fruit and vegetables concerned, payment must not exceed the time required by the applicable law regulations (30 days from invoice date) At any time, the Company reserves the right to impose certain payment deadlines in accordance with Article 6.4.

There is no discount for early payment.

### 6.3 Late or non-payment

In the event of late payment of amounts due by the customer after the expiry of the payment date shown on the invoice, late payment charges will be applied 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 shall run from the day following the due date until full payment of the price, and shall be automatically payable to the Company, without any prior formality or formal notice, and without prejudice to any other proceedings that the Company may initiate against the customer in this respect.

In addition, in the event of late payment, the Company may not only refuse any new order but may also suspend all current orders, require cash payment at the time of order, or the payment of all outstanding invoices.

Excepted in the event of a current quality claim dealt according to article 8 provisions, under no circumstances may the customer be authorized to initiate a dispute of any nature whatsoever over the invoice for the sole purpose of delaying, offsetting or deducting the payment of all or part of its amount.

### 6.4 Settlement Guarantee

Any decrease in the customer's credit limit may justify the requirement of guarantees or cash payment. Similarly, the Company reserves the right at any time, depending on the risks involved, to impose specific payment deadlines or guarantees on an order, notably where payment issues have already been encountered, or where exceptional orders are placed or the expected amount outstanding is exceeded.

## **ARTICLE 7 - DELIVERIES AND RECEIPT / TRANSPORT**

### 7.1. Deliveries

Unless specific disposition between the Company and the customer, goods are sold according to Incoterm 2020 Ex-works sales.

For Incoterm 2020 Ex-works, delivery takes place when the Customer pick-up the goods after the Company has made them available in its warehouses. The transfer of risks, liability and property on the goods takes place when the carrier pick-up the goods and is liable for them in his or her capacity as the customer's agent. The Company is not liable for damages caused by its employees assisting during loading operations

Upon delivery, the customer is owners of goods, and consequently assumes full responsibility on goods and for compliance with legislative and regulatory standards for fresh fruit and vegetables.

### 7.2 Delivery of goods

The customer shall, at his or her own expense and under his or her responsibility, collect and transport the ordered goods from the Company's warehouses or any other agreed location to their final destination.

The customer shall collect the goods within 6 hours after placing the goods at the carrier's disposal duly served by any means by the Company, unless otherwise agreed between the Company and the customer. If this deadline should not be met, the Company can charge warehousing costs to the customer and/or cancel the order.

The Company cannot be held responsible for the quality of goods following an abnormally long storage period chosen or imposed by the customer.

### 7.3 Goods packaging control

During the collection, the carrier must check the general condition of the packaging of the goods and, if necessary, formulate any reservations in accordance with Article 8.1.

### 7.4 Goods temperature control.

The Company carries out a daily check of the temperatures of perishable goods throughout their storage in the warehouse. The temperature of the goods must be checked when they are collected by the carrier in accordance with Article 8.1 of the contract for controlled temperature of road transportation and Article 8.3 of the CMR Convention (verification of gross weight, quantity and contents of package). The carrier is obliged to carry out this verification.

The customer is responsible for giving proper instructions to the carrier, setting the controlled temperature of the vehicle and keeping a record of it.

The carrier must take all necessary measures to ensure that the required transport temperature is maintained during loading. The carrier then remains responsible for maintaining the required temperature inside the vehicle throughout the transit.

## **ARTICLE 8 - RESERVATIONS**

The customer must ensure that the quantity and quality of the goods he or she orders are thoroughly inspected when they are collected by the chosen carrier (ex-works sale). Any damage or missing items detected during delivery must be specified in writing to the Company on the transport document and, if possible, on the delivery note.

### 8.1 Visible damage

8.1.1. In an ex-works sale, if, during the inspections, the carrier detects visible damage (goods and/or packaging), incorrect temperature or an incorrect number of packages, he or she must state specific and well-founded reservations in writing on the transport document at the latest when the goods are collected from the place where they were made available.

8.1.2 If no reservations have been made pursuant to the conditions set out in points 8.1.1, the goods shall be deemed to have been delivered in a satisfactory condition and in full. Consequently, no claim for visible damage will be admissible.

### 8.2 Not immediately visible damage

In the case of concealed damage related to the intrinsic condition of the goods delivered, the customer must send the Company specific reservations in writing together with photos, by email to the Company's sales contact (info@fruitiere.nl and rijpers@fruitiere.nl) within 12 hours of receipt of the goods from the customer and always within the following time limits:

Distance between loading and unloading point	Estimated transport times in calendar day(s)	Maximum time limit for submitting reservations from the place of loading of the goods to the place of receipt by the customer - in working days
1 to 900 Kms	1	1.5
901 kms to 1800 kms	2	2.5
1801 kms to 2700 kms	3	3.5
2701 kms to 3600 kms	4	4.5

## ARTICLE 9 - COMPLAINTS

### 9.1 Complaint procedure

To be admissible, a complaint must first of all consist of reservations made in writing and within the timeframe required in accordance with Article 8.2 (within 12 hours of receipt of goods). Then any claim justifying the extent of the damage and the full amount of the loss sustained must be sent by email to the Company (to commercial and quality services' attention) within 24 hours from the receipt of the goods by the customer. All the documents constituting the claim must contain the following information:

- proof of the loss sustained;
- if completed, a copy of the quality approval report issued by the customer upon receipt of the goods;
- a copy of any expert report drawn up on behalf of the customer;
- a copy of the consignment notes;
- the delivery note;
- if ex works sale, the vehicle temperature readings (download);
- any certificate of destruction;
- road cleaning invoice if applicable;
- any other document stating the extent and possible causes of the damage found.

Failure to provide documentary evidence of the loss sustained by the customer will result in any claim submitted by the customer being rejected by the Company.

If, after investigation, the Company considers the claim and the loss amount sustained are justified, the corresponding credit note will be issued to the customer.

Under no circumstances the customer shall be authorized to automatically and unilaterally set off the sums that it considers due outside the fully completed contradictory procedure provided for in Article 9.1. Failing this, any withholding from an invoice by the customer of a sum not accepted by the Company under this Article and/or that does not meet the criteria for legal compensation will be considered undue, and may be subject to late payment penalties in accordance with Articles 6.3 and/or a legal remedy by the Company.

### 9.2 - Protective measures

The customer must make the damaged goods available to the Company so that it can organize an expert assessment if necessary. The customer must obtain the Company's prior written authorization before any destruction of the delivered goods. If not, the customer's claim will not be considered by the Company.

Any intervention or involvement of a third party in the products must be authorized by the Company.

Unless otherwise agreed, given the perishable nature of the goods, no delivered goods can be returned.

The original packaging of the products in question must always be retained, as well as the delivery note and the purchase invoice annexed to the complaints submitted.

### 9.3 Liability and warranty

The Company cannot be held liable for:

- damages to the goods caused during carriage;
- any damage resulting from the improper storage of the delivered goods and any worsening of the damage caused by the refusal to initiate measures to enable them to be removed, rescued and proven at the expense of the customer;
- any indirect loss (commercial or other).

The Company reserves the right to delay or cancel a goods for technical, legal and/or health reasons; the Company cannot be held liable for any loss or damage resulting from this right of suspension or cancellation.

Except in the case of willful misconduct or gross negligence, the Company's liability shall be limited to the amount of the order. Compliance with the provisions of this contract related to the contractual guarantee implies that the customer honors its financial commitments to the Company.

## **ARTICLE 10 - CORPORATE SOCIAL RESPONSIBILITY (CSR)**

The customer hereby represents and warrants that its activity is part of a contribution process toward sustainable development.

The Company hereby reminds that being compliant with the corporate social responsibility principles is an essential obligation of the hereby General Terms and Conditions of Sales.

In this context, the customer undertakes *inter alia*, to manage its business in such a way as will be fully compliant with main CSR assessment criteria, such as:

### 10.1: Sound Corporate Governance

- being able to account for one's own social impacts by accepting an appropriate assessment along with the relevant duty to address issues,
- ensure transparency for decisions made and actions taken when relating to social and environmental consequences,
- adopting and promoting ethical behavior.

### 10.2: International law on human rights

- promoting and respecting the protection under international law relating to human rights, ensuring that one is not complicit in human rights violations and abuses

### 10.3: Labor relations and working conditions

- contributing to the elimination of all forms of job discrimination
- contributing to the elimination of forced or compulsory work
- contributing to the actual elimination of child labor
- upholding the freedom of association and the effective recognition of the right to collective bargaining.

### 10.4: Environment

- applying the precautionary approach to issues associated with the environment
- adopt environment-friendly processes

### 10.5: Fair competition practices

- prohibiting any restriction to competition
- avoiding conflicts of interest
- fighting all forms of corruption, including extortion and bribery

### 10.6: Consumers health and security

- being capable of providing unambiguous Products information, which can be understood by consumers
- implementing Products tracking systems

### 10.7: Fair practices in marketing, information and contracts

- prohibiting any misleading, deceptive, fraudulent, unfair, unclear or ambiguous practice, including the omission of essential information
- in compliance with the regulations applicable to countries in which the customer maintains operations, providing for contracts clearly indicating prices, characteristics, terms, conditions, costs and duration.

### 10.8: Sustainable consumption

- eliminate or reduce, as far as possible, any negative impact of customer's activity on health and environment
- when applicable, be able to provide on first demand any reliable, coherent, truthful, accurate, comparable and verifiable factual and / or scientific information on environmental and societal factors relating to its activity.

### 10.9: Local development

- interfacing with local populations
- contributing to the local development.

In this connection, the customer is committed to hold the Company harmless from and against any direct or indirect loss sustained as a result of the customer's failure breach of sustainable development commitments undertaken in this Article.

## **ARTICLE 11 - COMMERCIAL REQUIREMENT**

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 sales prices, services, possible penalties and compensation.

## **ARTICLE 12 - FORCE MAJEURE - SAFEGUARD**

Any event beyond the control of the parties, which could not reasonably have been foreseen at the time the contract was signed and whose effects could not be avoided by appropriate measures, shall be considered to prevent, or make abnormally unbalanced, the fulfillment of the obligation by the debtor and shall result in the suspension of the contract. The Party invoking the circumstances referred to above must immediately notify the other party of any such occurrence, as well as their disappearance. The contract between the Company and the customer shall then be automatically suspended without compensation from the date on which the event occurs.

If the circumstances which compel one of the parties to suspend the fulfillment of the contract last longer than 60 days, either party may request the termination of the contract, for which neither of the parties may claim damages. Termination shall take effect from the date of first submission of a registered letter with acknowledgement of receipt terminating the said sales contract.

If, during the performance of the contract, the situation at the time of its conclusion or the elements on which the Parties had relied to conclude it changes in such a way that one of them sustains significant and long term loss, the Parties shall meet within 15 days from the date of the request made by one of them, by registered letter with acknowledgement of receipt, to seek a new equitable basis for the continuation of their relations and to determine the consequences thereof.

Should the parties disagree on the continuation of their relationship, they may terminate the contract, subject to 30 days' notice.

#### **ARTICLE 13 - 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 (NETHERLAND)**

#### **ARTICLE 14 - FINAL PROVISIONS**

Any other agreement that differs from or supplements these general terms and conditions of sale must be in written form.

**Applicable from 01 January 2022**

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