

## GENERAL TERMS AND CONDITIONS OF SALE

### Artikel 1: Definitions

In these general terms and conditions of sale (“these terms and conditions”), the following terms shall have the following meanings:

- AgroFair:* the private limited liability company Agro Fair Benelux B.V., with its registered office and place of business in Barendrecht, the Netherlands, Chamber of Commerce number 24268586, its legal successor(s) and its affiliated companies, including Agro Fair Europe B.V., Chamber of Commerce number 30157476;
- Buyer:* the Person with whom AgroFair has concluded an Agreement or with whom AgroFair is currently in negotiations in this regard;
- Parties:* AgroFair and the Buyer;
- Agreement:* any agreement between the Parties, whether a framework or individual agreement, which provides for (a) AgroFair to supply goods to the Buyer in return for payment of a (fixed) price in cash (*purchase agreement*) and/or (b) AgroFair to make goods available to the Buyer for sale by the Buyer on AgroFair’s behalf (*commission agreement*) and/or (c) that AgroFair provides services to the Buyer and/or (d) that AgroFair performs any other service for the benefit of the Buyer, any amendment or addition to this agreement, as well as all factual and legal acts in preparation for and in execution of this agreement, including offers made by AgroFair;
- Products:* all goods and/or services and/or other acts which form the subject matter of an Agreement;
- Person:* a natural or legal person or an unincorporated partnership;
- Resale:* the resale and/or onward supply or provision of Products by the Buyer to third parties, as well as all factual and legal acts performed in connection therewith.

In these terms and conditions, ‘in writing’ shall also be understood to mean: by email.

### Artikel 2: General

1. These terms and conditions apply to all Agreements, to the express exclusion of all other general terms and conditions. If, in any given case, AgroFair does not require strict compliance with these terms and conditions, this does not imply that AgroFair would lose the right to require strict compliance with these terms and conditions in future cases, whether similar or not. Provisions deviating from these terms and conditions are only binding if agreed in writing and apply only to the case in question.
2. All provisions in these terms and conditions are made not only for the benefit of AgroFair, but also for the benefit of the following Persons, who may at all times rely on this third-party clause: (i) the current and former direct and indirect directors and shareholders of AgroFair, (ii) all Persons who are or have been employed by AgroFair, whether or not under an employment contract, (iii) all Persons engaged by AgroFair in the performance of an Agreement, and (iv) all Persons for whose acts or omissions AgroFair may be liable.
3. If one or more provisions of these terms and conditions and/or an Agreement prove to be void or are set aside by a court, the remaining provisions of these terms and conditions and the Agreement shall remain in full force and effect. The void or annulled provisions shall be replaced by valid provisions which, having regard to the purpose and scope of these terms and conditions and the Agreement, deviate as little as possible from the original provisions.
4. These terms and conditions are drawn up in various languages. In the event of any disagreement regarding the content or meaning of these terms and conditions, the Dutch text shall be binding.
5. AgroFair reserves the right to amend these terms and conditions at any time.

### Artikel 3: Offers, Agreement, Harvest Reservation

1. All information and specifications provided in connection with offers from AgroFair are always approximate. Deviations of up to 10% are permitted without further notice.
2. All offers made by AgroFair are non-binding. AgroFair reserves the right to withdraw its offer within 3 (three) working days of receiving the Buyer’s acceptance.
3. An acceptance by the Buyer that deviates from AgroFair’s offer, whether on minor points or otherwise, shall always be deemed a rejection of this offer and a new offer by the Buyer. An Agreement shall only be concluded in accordance with this new offer following written acceptance by AgroFair.
4. An Agreement is concluded at the moment that:
  - (a) 3 (three) working days have elapsed since AgroFair received the Buyer’s acceptance and AgroFair has not withdrawn its offer during this period;
  - (b) AgroFair confirms the Agreement in writing; or

- (c) AgroFair commences performance of the Agreement.
- 5. AgroFair's sales confirmation shall be deemed to be a complete and accurate representation of the Agreement, unless the Buyer objects to its content in writing within two (2) working days of receipt.
- 6. All Agreements are deemed to have been concluded and to be performed at AgroFair's place of business.
- 7. AgroFair is not obliged to honour an offer and/or an Agreement at a stated price if that price is based on a printing and/or clerical error.
- 8. If AgroFair enters into an Agreement with two or more Buyers, they shall at all times be jointly and severally liable to AgroFair for all obligations arising from the Agreement.
- 9. The Buyer is not permitted to assign an Agreement or one or more of its rights and/or obligations under an Agreement, in whole or in part, without the prior written consent of AgroFair. This prohibition has effect not only under the law of obligations but also under property law (as referred to in Article 3:83(2) of the Dutch Civil Code).
- 10. All Agreements relating to the supply or provision ("supply") of agricultural Products by AgroFair are subject to harvest conditions, regardless of whether the Products in question have been grown by AgroFair or a third party. Where a poor harvest results in a smaller quantity of Products available under the Agreement than could reasonably have been expected at the time of concluding the Agreement, AgroFair shall be entitled to reduce the quantity of Products to be supplied or made available ("supply") by it accordingly. By delivering the quantity thus reduced, AgroFair shall be deemed to have fully fulfilled its obligation to deliver. In the case referred to here, AgroFair shall not be obliged to deliver replacement agricultural Products or to perform in any other manner, and AgroFair shall not be liable for any damage whatsoever.

**Artikel 4: Purchase and Commission Agreement**

- 1. If the Buyer purchases Products from AgroFair without the Parties having entered into an express written commission agreement, a purchase agreement shall be deemed to have been concluded between the Parties.
- 2. In the event of a commission agreement, the following applies:
  - (a) once the Products have been made available, the Buyer shall immediately have them inspected by an independent expert;
  - (b) upon receipt of the quality control report, the Buyer shall forward this to AgroFair immediately;
  - (c) the Buyer shall store the Products with due care;
  - (d) The Buyer shall, at AgroFair's first request, grant permission for AgroFair to enter the premises where the Products are stored during normal working hours in order to inspect the Products;
  - (e) The Buyer shall sell and deliver the Products to third parties in its own name, whereby the Buyer bears the credit and collection risk;
  - (f) without AgroFair's prior written consent, the Buyer shall (i) not sell the Products to any Person affiliated with the Buyer and (ii) not allow them to be sold by a third party, whether or not affiliated with the Buyer;
  - (g) The Buyer shall endeavour to achieve the highest possible sales proceeds;
  - (h) prior to the sale of the Products, the Buyer shall consult with AgroFair to determine the selling price; if it proves impossible to sell the Products at this price, the Parties shall adjust the selling price by mutual agreement;
  - (i) The Buyer shall inform AgroFair on a daily basis of the market situation and developments, the quantity of Products sold, the sales prices realised and the remaining stock of the Products;
  - (j) The Buyer shall inform AgroFair as soon as possible, but no later than 21 days after the Products have been made available, by means of a detailed sales statement, of the final sales proceeds realised, the commission due to the Buyer and the costs incurred;
  - (k) The Buyer shall only charge AgroFair for costs that have been agreed in writing between the Parties in advance and that are shown on the sales statements;
  - (l) The Buyer shall give AgroFair the opportunity to verify the accuracy of the sales statements or to have them verified; Upon AgroFair's first request, the Buyer shall (i) provide AgroFair with all documents underlying the sales statements, including but not limited to the relevant batch cards, sales invoices and cost invoices, as well as all relevant proofs of payment and debtor cards, and (ii) allow an accountant to be appointed by AgroFair to inspect the relevant part of the Buyer's accounts and the associated books, documents and other data carriers, with the right to copy the relevant documents;
  - (m) the Products shall remain the property of AgroFair until the Buyer has sold and delivered them to third parties; the Buyer shall insure the Products at AgroFair's expense and keep them insured against the risk of fire, theft, loss and damage;
  - (n) AgroFair shall at all times be entitled to terminate the commission agreement with immediate effect without giving reasons, in which case the Buyer shall cooperate fully with the repossession of the

Products by AgroFair; The Buyer hereby waives in advance any rights of retention in respect of the Products and shall not allow the Products to be seized.

The other provisions of these terms and conditions shall also apply (whether or not *mutatis mutandis*) to commission agreements, except insofar as such application is not possible in view of the nature of a commission agreement. Insofar as this Article 4(2) conflicts with any other article or paragraph of these terms and conditions, the provisions of this Article 4(2) shall prevail.

#### **Artikel 5: Conformity, delivery time, delivery and risk**

1. The conformity of the Products shall be assessed on the basis of the laws and regulations in force in the country of delivery at the time of delivery. Unless the Parties have agreed otherwise in writing, AgroFair shall not be obliged to comply with any other laws or regulations.
2. The agricultural Products supplied by AgroFair shall at least meet the requirements of quality class II as defined in the applicable European marketing standards and regulations.
3. The delivery times stated by AgroFair are always approximate and shall never be regarded as strict deadlines.
4. Unless the Parties have agreed otherwise in writing, delivery shall be ex warehouse at the specified location (Ex Works). "Ex Works" shall be interpreted in accordance with the latest version of the Incoterms.
5. If the Parties have agreed that AgroFair will store Products for the Buyer, either at AgroFair's premises or at a third party's premises, and these Products have not yet been delivered to the Buyer, the Products shall be deemed to have been delivered at the time they are stored. From that moment, the Buyer shall be subject to the obligation to inspect and make complaints as described in Article 6 of these terms and conditions, and this Article 7 shall also apply in full. AgroFair is not obliged to insure the Products for the duration of storage.
6. AgroFair is entitled, but never obliged, to deliver the sold Products in instalments and to invoice each instalment separately.
7. The Buyer is obliged to take delivery of the purchased Products. The obligation to take delivery consists of: a) performing all acts that may reasonably be expected of the Buyer in order to enable AgroFair to effect delivery and b) taking possession of the Products. If acceptance does not take place within one (1) working day after the Products have been made available to the Buyer, the Buyer shall be in default without notice of default being required, and AgroFair shall be entitled, without prejudice to its other rights, including the right to store the Products at the Buyer's expense and risk, to terminate the Agreement and to claim damages from the Buyer.
8. From the moment the Products have been delivered to the Buyer or made available for collection, the full risk of changes in quality, ripening, spoilage, damage, loss, depreciation and storage rests with the Buyer, regardless of whether the Buyer has actually collected the Products.
9. AgroFair shall not be liable for any reduction in quality or damage arising after the moment the Products have been made available for collection, unless the Buyer demonstrates that the alleged defect was already present at that time.

#### **Artikel 6: Inspection and complaints**

1. The Buyer is obliged to inspect the Products or have them inspected immediately upon delivery; for the purposes of this clause, this means that the Buyer must thoroughly and accurately examine or have examined whether the Products comply with the Agreement in all respects, and more specifically:
  - (a) whether the correct Products have been delivered;
  - (b) whether the delivered Products comply, both externally and internally, with the quality requirements that may be imposed on them for normal use and/or for commercial purposes; and
  - (c) whether the delivered Products correspond, in terms of quantity (number, amount, weight), to what the Parties have agreed in this regard.
2. For the purpose of examining the internal quality of the Products, the Buyer must cut them (or have them cut) on a random basis and check them (or have them checked) for the presence of foreign components and other defects.
3. In the event of a short delivery of up to 10% of the total quantity, the Buyer shall be obliged to accept the delivery in full in return for a proportionate reduction in the price.
4. Complaints regarding the quantity delivered and visible defects, including internal defects discovered during the inspection referred to in paragraph 1 of this article or which should reasonably have been discovered, must be reported to AgroFair immediately after this inspection, on pain of forfeiture of all rights, and subsequently confirmed in writing to AgroFair (claims@agrofair.nl) within 24 (four) hours in writing to AgroFair (claims@agrofair.nl), specifying the nature of the defect in detail and enclosing clear and sufficiently detailed photographs that both show the defects and unequivocally demonstrate that the Products were delivered by AgroFair.

5. Complaints regarding any hidden defects must, on pain of forfeiture of all rights, be reported to AgroFair immediately after such defects are discovered or should reasonably have been discovered, but no later than 24 (eight) hours after delivery and in any event prior to (re)sale and delivery by the Buyer and/or further transport by or on behalf of the Buyer, be reported in writing to AgroFair (claims@agrofair.nl), giving a precise description of the nature of the defects and enclosing clear and sufficiently detailed photographs that both show the defects and unequivocally demonstrate that the Products were delivered by AgroFair.
6. Complaints regarding minor and/or customary and/or technically unavoidable deviations in quality, size, weight, colour, quantity and the like, and complaints about processed or treated Products, are inadmissible.
7. If AgroFair does not immediately accept a complaint, the parties are obliged to cooperate fully with a further investigation of the complaint. AgroFair has the right to appoint an independent expert or to request the buyer to engage an independent expert. The Buyer shall give AgroFair the opportunity to be present at an expert assessment or to be represented therein. AgroFair has the right to have a counter-assessment carried out. The Buyer shall provide all cooperation necessary for the investigation of the complaint. If the Buyer fails to cooperate or if an investigation is otherwise not possible or is no longer possible, their complaint shall be inadmissible.
8. If the Buyer's complaint is well-founded, having regard also to the provisions of this article, AgroFair shall, after consultation with the Buyer, arrange for the delivery of the missing Products, the repair or replacement of the delivered Products, or an adjustment of the price. AgroFair shall have no other obligation or liability. The written approval of AgroFair is required for the full or partial termination of the Agreement, including a reduction in price.
9. Complaints relating to a specific delivery apply exclusively to that delivery and do not affect earlier or subsequent deliveries.
10. The Buyer is obliged at all times to take care of the Products as a diligent debtor.
11. The Buyer is not at liberty to return the Products before AgroFair has agreed to this in writing. If AgroFair stores the returned Products or takes possession of them in any other way, this shall be at the Buyer's expense and risk. No approval or acceptance of the return may ever be inferred from these measures.
12. Any breach of the Buyer's obligation to inspect and make complaints shall always result in the forfeiture of all rights, regardless of whether AgroFair has suffered any specific loss as a result of such breach.
13. If the Buyer breaches their obligation to inspect and make complaints and AgroFair nevertheless processes a complaint, this is subject to all rights, and AgroFair's efforts must be regarded as a gesture of goodwill without acceptance of any obligation or liability.
14. If a complaint proves to be unfounded, the internal and external costs incurred by AgroFair in connection with the handling of the complaint shall be borne by the Buyer.
15. Any legal proceedings must be brought within one (1) year of the timely notification of a complaint, failing which all rights shall lapse.

**Artikel 7: retention of title**

1. AgroFair retains title to all delivered Products until the purchase price has been paid in full. The retention of title also applies to the other claims referred to in Article 3:92(2) of the Dutch Civil Code that AgroFair has or may acquire against the Buyer.
2. As long as ownership of the Products has not passed to the Buyer, the Buyer is not permitted, without the prior written consent of AgroFair, to pledge the Products or to grant any other right in respect thereof to a third party. This prohibition has effect not only under contract law but also under property law (as referred to in Article 3:83(2) of the Dutch Civil Code in conjunction with Article 3:98 of the Dutch Civil Code). The Buyer is, however, permitted to sell and transfer the Products delivered subject to retention of title to third parties in the normal course of its business, on the understanding that, in the event of resale, the Buyer is obliged to stipulate a retention of title in accordance with the provisions of this article. The Buyer is not permitted, without the prior written consent of AgroFair, to assign, pledge or transfer or encumber in any other way the claims it has or will acquire against its customers. This prohibition has effect not only under contract law but also under property law (as referred to in Article 3:83(2) of the Dutch Civil Code, in conjunction with Article 3:98 of the Dutch Civil Code). The Buyer undertakes to pledge the claims against its customers to AgroFair at AgroFair's first request, in the manner specified in Article 3:239 of the Dutch Civil Code, as additional security for the fulfilment of its obligations towards AgroFair on whatever grounds whatsoever.
3. The Buyer is obliged to store the Products delivered under retention of title with due care and in a manner recognisable as the property of AgroFair. The Buyer is obliged to insure the Products for the duration of the retention of title against fire, explosion and water damage and against theft, and to make the policies of these insurances available for inspection by AgroFair upon first request. All claims by the Buyer under the aforementioned insurance policies shall, as soon as AgroFair indicates that it so wishes, be assigned by the Buyer to AgroFair as additional security for AgroFair's claims against the Buyer.

4. If the Buyer fails to fulfil one or more of its obligations, or if AgroFair has reasonable grounds to fear that the Buyer will fail to do so, AgroFair shall be entitled to repossess the Products delivered subject to retention of title. The Buyer shall cooperate fully in this regard. The Buyer hereby waives in advance any rights of retention in respect of the Products and shall not allow the Products to be seized. Upon repossession, the Buyer shall be credited with the market value, which in no event may exceed the original purchase price, less the costs incurred in connection with the repossession and any other loss suffered by AgroFair.
5. If the law of the country of destination of the purchased Products provides for more extensive possibilities for retaining title than those set out in the preceding paragraphs of this article, it shall be deemed between the Parties that these more extensive possibilities have been stipulated for the benefit of AgroFair, on the understanding that where it is not objectively possible to determine which more extensive rules are involved, the provisions of the preceding paragraphs of this article shall continue to apply.
6. If the Buyer is established in Germany and/or the Products are intended for Germany, the following extended and comprehensive retention of title under German law shall apply between the Parties, whereby AgroFair is referred to as “wir” and the Buyer as “Käufer”:  
Ownership of the delivered goods is retained as security for all claims to which we are entitled against the Buyer and its group companies arising from the current and future business relationship until all balances have been settled.

Our title extends to the new item created by the processing of the goods subject to retention of title. The Buyer manufactures the new item for us, excluding any acquisition of title by the Buyer, and holds it in safekeeping for us. This gives rise to no claims against us on the part of the Buyer.

In the event of our goods subject to retention of title being processed together with goods from other suppliers, whose ownership rights also continue to apply to the new item, we shall acquire co-ownership of the new item at its full value (including added value) together with these other suppliers – to the exclusion of any acquisition of co-ownership by the buyer – as follows: a) Our share of co-ownership corresponds to the ratio of the invoice value of our goods subject to retention of title to the total invoice value of all goods subject to retention of title processed together; b) If a residual share remains that is not initially covered by retention of title because other suppliers have not extended their retention of title to the value added by the buyer, our share of co-ownership shall increase by this residual share. However, if other suppliers have likewise extended their retention of title to this residual share, we shall be entitled to only a share thereof determined by the ratio of the invoice value of our goods subject to retention of title to the invoice values of the goods processed by these other suppliers.

The buyer hereby assigns to us, by way of security, his claims arising from the sale of goods subject to retention of title from our current and future deliveries of goods, together with all ancillary rights, to the extent of our share of ownership. In the event of processing under a contract for work and services, the claim for remuneration in the amount of the proportionate sum of our invoice for the co-processed goods subject to retention of title is hereby assigned to us.

Provided the buyer duly fulfils its obligations arising from the business relationship with us, it may dispose of the goods owned by us in the ordinary course of business and collect the claims assigned to us itself. In the event of default in payment or justified doubts as to the buyer’s solvency or creditworthiness, we shall be entitled to collect the assigned claims and to take back the goods subject to retention of title; however, withdrawal from the contract shall only be deemed to have taken place if we expressly declare this in writing.

Payments by cheque or bill of exchange shall only be deemed to have been made once the bill of exchange has been honoured by the buyer.

German law applies exclusively to the agreement of retention of title.

#### **Artikel 8: Packaging**

1. In this article, ‘packaging’ is understood to mean: reusable packaging and load carriers, including but not limited to pallets, crates, boxes and drums.
2. Packaging supplied via AgroFair must be returned to AgroFair within 21 days of delivery at the Buyer’s expense and risk.
3. Packaging supplied via AgroFair on which a deposit has been charged will be taken back at the return price applicable at the time of return, less a fixed packaging fee where applicable.
4. The packaging to be returned by the Buyer must be completely empty, undamaged in any way (including by staples or stickers) and sufficiently clean and fresh to be suitable for the packaging of fresh fruit and vegetable products. If the packaging does not meet these requirements, AgroFair is entitled not to take back the packaging or to arrange (or have arranged) for the emptying, replacement, repair and/or cleaning of the packaging at the Buyer’s expense.
5. If AgroFair collects packaging using its own transport, the packaging must be sorted by type and ready for transport.

6. Packaging not supplied by AgroFair will not be taken back, unless the Parties have agreed otherwise in writing.
7. For the use of packaging that is not the property of AgroFair but of third parties, the Buyer is also bound by the general terms and conditions of those third parties.

#### **Artikel 9: Prices**

1. Unless the Parties have agreed otherwise in writing, prices are quoted in euros.
2. Prices are exclusive of VAT and other taxes and levies and, unless the Parties have agreed otherwise in writing, exclusive of transport costs.
3. Prices are based on cost-determining factors at the time of concluding the Agreement. If, after the conclusion of the Agreement but prior to the delivery of the Products, a change occurs in these factors over which AgroFair has no reasonable control, AgroFair shall be entitled to pass on the resulting costs to the Buyer.

#### **Artikel 10: Payment**

1. Payment of AgroFair's invoices must be made within the period stated on the invoices to AgroFair's Dutch bank account. Payment must be made unconditionally, without suspension, discount or set-off, on whatever grounds whatsoever. Suspension is therefore not permitted even in the event of an objection to the amount of the invoice. The Buyer shall not allow any attachment to be levied.
2. The Buyer shall be in default upon expiry of the payment term, without any notice of default being required. If the Buyer is in default of any payment, all claims of AgroFair against the Buyer shall become immediately and fully due and payable. During the period of default, the Buyer shall owe default interest of 1.25% per month or part thereof on the outstanding claims.
3. All internal and external costs incurred by AgroFair in connection with the collection of invoices and/or the determination of damages and liability and/or the recovery of damages, including but not limited to the actual costs incurred by AgroFair for lawyers, bailiffs, experts and translators, shall be borne by the Buyer.
4. The extrajudicial collection costs payable by the Buyer amount to at least 15% on the first €5,000 (with a minimum of €250), 10% on the excess up to €10,000, 8% on the excess up to €20,000, 5% on the excess up to €60,000 and 3% on the excess above €60,000.
5. Payments made by or on behalf of the Buyer shall, irrespective of the designated order of allocation, first be applied to reduce the costs (including but not limited to the extrajudicial collection costs), then to reduce the interest due, and finally to reduce the principal sum and the current interest.
6. Upon a request to that effect from AgroFair, which may be made both prior to and during the performance of the Agreement, the Buyer shall make a full or partial advance payment or provide sufficient security at its own expense to ensure the fulfilment of its obligations. Sufficient security shall in any event be understood to mean a bank guarantee, payable on first demand by AgroFair, issued by a first-class Dutch bank, amounting to 110% of the sums owed by the Buyer (100% of these sums plus a 10% surcharge for interest).
7. AgroFair shall at all times be entitled to set off the amounts it owes to the Buyer or any person affiliated with him ("the Buyer et al.") for whatever reason against the amounts that AgroFair or any person affiliated with it ("AgroFair et al.") is entitled to claim from the Buyer et al. for whatever reason. The right to set-off referred to here shall also apply if payment of the claims is not yet enforceable and if the performance to which AgroFair et al. is entitled does not correspond to its debt.

#### **Artikel 11: Right of retention and right of pledge**

1. Until such time as the Buyer has fully discharged all its obligations towards AgroFair on whatever grounds, AgroFair shall have both a right of retention and a right of pledge over all items which AgroFair, in connection with an Agreement, has or will come to hold, whether directly or indirectly. In this article, 'items' means: movable property, bearer or order rights, securities, documents and funds.
2. Upon the entry into force of these terms and conditions, the Buyer undertakes to grant AgroFair the right of pledge referred to in paragraph 1 of this article. The right of pledge is established by placing the goods in the possession of AgroFair or of a third party holding the goods on behalf of AgroFair, including but not limited to a carrier or a storage and transshipment company.
3. The right of immediate enforcement shall be exercised in the manner prescribed by law. A private sale is possible if the Parties agree thereto or, provided that AgroFair has a sound valuation report, if the goods are subject to such rapid perishability that AgroFair cannot reasonably be expected to apply to the judge in summary proceedings. All judicial and extrajudicial costs incurred by AgroFair in connection with the exercise of the right of immediate enforcement, including but not limited to the actual costs of legal assistance and the costs of the valuation incurred by AgroFair, shall be borne by the Buyer and shall be recovered from the (gross) proceeds of sale.

**Artikel 12: Intellectual and industrial property**

1. All intellectual and industrial property rights relating to the Products and the packaging and packaging materials intended for them, all in the broadest sense of the word, are vested exclusively in AgroFair and its licensors.
2. For any infringement of a right as referred to in paragraph 1 of this article, the Buyer shall forfeit an immediately payable penalty of €5,000, plus an immediately payable penalty of €1,000 for each day, including any part thereof, that the infringement continues. This penalty clause is without prejudice to AgroFair's other rights, including but not limited to its right to compensation under the law.

**Artikel 13: Cancellation**

1. If the Buyer wishes to cancel an Agreement, the Buyer shall owe 25% of the agreed price including VAT as cancellation costs, without prejudice to AgroFair's right to full compensation, including loss of profit.
2. If, upon cancellation, the Buyer refuses to take delivery of the Products already purchased by AgroFair at the agreed price, the Buyer shall be obliged to pay AgroFair all costs arising therefrom, including purchase and storage costs.
3. Cancellation must be made in writing.

**Artikel 14: Suspension, termination**

1. Without prejudice to the other rights to which it is entitled under the law and/or the Agreement and/or these terms and conditions, AgroFair is entitled to suspend its obligation or, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part by means of a written notice to the Buyer if:
  - (a) the Buyer fails to fulfil an obligation incumbent upon him, or fails to do so in a timely or proper manner;
  - (b) AgroFair has good reason to fear that the Buyer will fail to fulfil one or more of its obligations;
  - (c) the Buyer has been declared bankrupt or a petition for bankruptcy has been filed against the Buyer;
  - (d) the Buyer has been granted a suspension of payments, whether provisional or otherwise, or an application has been made for such a suspension;
  - (e) a statutory debt restructuring scheme has been declared applicable to the Buyer or an application to that effect has been made;
  - (f) the Buyer's business is being wound up; or
  - (g) an enforcement attachment has been levied on the Buyer's assets, or a protective attachment has been levied which has not been lifted within one month of the date of attachment.
2. If the Buyer's default under both the law and the Agreement and these terms and conditions only arises after notice of default has been given, AgroFair shall, in the case referred to in paragraph 1( a) of this article, AgroFair shall not proceed to the full or partial termination of the Agreement until it has sent the Buyer a written demand setting a reasonable period for performance and performance has not taken place within that period.
3. In the event of full or partial termination of the Agreement by AgroFair, it shall not be liable for any compensation and all its claims against the Buyer shall become immediately and fully due and payable.

**Artikel 15: Force majeure**

1. In these terms and conditions, force majeure ("non-attributable failure") is understood to mean: any circumstance not attributable to AgroFair in a subjective sense which makes it impossible or practically too onerous for AgroFair to fulfil its obligation or part thereof, or to fulfil it in a timely or proper manner, including - but expressly not limited to - total or partial crop failure, crop diseases, pest infestations, force majeure and/or breach of contract ("attributable non-performance") and/or unlawful acts on the part of AgroFair's suppliers or carriers or on the part of other third parties involved in the performance of the Agreement, abnormal weather conditions, frost, storm damage and other damage caused by natural disasters, strikes, transport difficulties, epidemics, pandemics, fire, theft, war and the threat of war, terrorist attacks and the threat of terrorism, as well as government measures, such as import, export and transit bans, levies, import duties and quotas.
2. In the event of force majeure, AgroFair is entitled to suspend the performance of its obligation or part thereof, and the Buyer may not claim performance or compensation. If the period of force majeure lasts longer than 2 (two) months, either Party shall be entitled to terminate the Agreement in whole or in part without being liable for compensation, on the understanding that if AgroFair has partially fulfilled its obligation before or after the occurrence of the force majeure, it shall always be entitled to a proportionate share of the price. AgroFair is also entitled to invoke force majeure if it occurs after it should have fulfilled its obligation.

**Artikel 16: Liability and Indemnity**

1. Without prejudice to the provisions of the above articles, the following provisions apply with regard to AgroFair's liability for damage suffered by the Buyer and/or third parties and with regard to the Buyer's indemnification of AgroFair.
2. AgroFair's total liability on whatever grounds whatsoever is limited to the amount covered by the liability insurance taken out by it in the relevant case, plus the amount of the excess which, according to the policy conditions, is not borne by the insurers. If, for whatever reason, no payment is made under the aforementioned insurance, AgroFair's total liability on whatever grounds shall be limited to the net invoice value of the Products in question, i.e. the price excluding VAT and other taxes and duties and excluding transport costs, or, in the case of a commission agreement, the amount of the net sales proceeds of the Products in question, in each case subject to a maximum of €10,000.
3. AgroFair is solely liable for compensation for damage to persons and property as described in the policy conditions of its liability insurance. AgroFair is therefore not liable for – and the Buyer must insure itself against – indirect damage, consequential damage, business interruption, stagnation damage, loss of profit, lost savings, damage resulting from claims by the Buyer's customers, loss of customers, reduced goodwill and damage to reputation.
4. Without prejudice to the provisions of the preceding paragraphs of this article, AgroFair's liability for Products it has procured from third parties shall not exceed the liability of those third parties towards AgroFair.
5. AgroFair shall not be liable for any shortcomings on the part of third parties whom it has engaged in the performance of an Agreement.
6. Insofar as performance by AgroFair is not permanently impossible, AgroFair shall only be liable for an attributable failure to perform an obligation if the Buyer has immediately given AgroFair written notice of default, specifying in detail the nature of the failure and setting a reasonable period for remedying the failure, and AgroFair continues to fail to perform its obligation.
7. A condition for the entitlement to any compensation is always that the Buyer notifies AgroFair in writing of the damage without delay, but no later than 14 days after the Buyer became aware of the damage or should reasonably have become aware of it.
8. Any legal proceedings must be brought no later than one (1) year after the damage has been reported in good time, failing which all rights shall lapse.
9. The Buyer shall indemnify AgroFair against any liability that may be incurred by AgroFair towards third parties in relation to Products supplied or to be supplied by AgroFair. The Buyer shall reimburse AgroFair for the reasonable costs of defending itself against claims by third parties.
10. AgroFair shall not invoke any limitation of its liability, and the Buyer shall not be obliged to indemnify AgroFair, in so far as the damage is the direct consequence of wilful misconduct or gross negligence on the part of AgroFair or its managerial staff.
11. The above provision shall not apply insofar as provisions of mandatory law preclude it.

**Artikel 17: Resale, sanctions and other legislation**

1. In the event of the Resale of Products, the Buyer shall take all measures to ensure that:
  - (a) the Resale does not constitute a breach of any law, embargo, trade restriction or any other sanction imposed by the European Union, the United States of America and/or the United Nations;
  - (b) the Buyer does not, directly or indirectly, conduct business with Persons, entities, organisations and countries appearing on the applicable lists of sanctioned parties.
2. Under no circumstances shall AgroFair be liable for any failure to comply with or any breach of applicable laws and regulations in any country arising out of or in connection with the Resale. The Buyer shall indemnify AgroFair against all claims, judgments, fines, damages and costs arising directly or indirectly from or in connection with the Resale.

**Artikel 18: Compliance and anti-corruption legislation**

1. All Agreements shall be concluded and performed in accordance with applicable laws and regulations.
2. The Parties acknowledge that they are familiar with the applicable laws and regulations relating to the prevention of corruption ("anti-corruption legislation"). The Parties shall not breach the anti-corruption legislation in any way.

**Artikel 19: Applicable law, disputes, litigation and arbitration costs**

1. Without prejudice to the provisions of Article 7(4) and (5) of these terms and conditions, the legal relationship between the Parties shall be governed by Dutch law, including the Vienna Sales Convention.
2. Subject to the provisions of paragraph 3 of this Article, all disputes that may arise between the Parties

arising out of or in connection with an Agreement and/or these terms and conditions shall in the first instance be settled exclusively by the District Court of Rotterdam (proceedings on the merits) or the judge in preliminary relief proceedings of the District Court of Rotterdam (summary proceedings and other interim measures), without prejudice to AgroFair's right to refer disputes as referred to herein to any other competent court.

3. In the event that the Buyer is domiciled in a country that is a party to the New York Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards and where neither Regulation (EU) No 1215/2012 of 12 December 2012 on jurisdiction, the recognition and enforcement of judgments in civil and commercial matters (the recast EEX Regulation) nor the Lugano Convention of 30 October 2007 on jurisdiction, the recognition and enforcement of judgments in civil and commercial matters (EEX-II) apply, disputes between the Parties shall be settled in accordance with the Rules of Arbitration of the Netherlands Arbitration Institute ("the Rules"). The arbitral tribunal shall consist of a single arbitrator. Article 16(3) of the Rules shall not apply. The place of arbitration and the venue for the oral hearing(s) shall be Rotterdam. The proceedings shall be conducted in the English language. The arbitral tribunal shall decide in accordance with the rules of law.
4. The costs associated with judicial and arbitral proceedings, including but not limited to the actual costs incurred by AgroFair for lawyers, bailiffs, experts and translators, shall be borne in full by the Buyer if the Buyer is found to be wholly or predominantly at fault.