

GENERAL TERMS AND CONDITIONS OF PURCHASE

The private limited liability company Van Oers United B.V. established at Heerle and trading at Handelsweg 170, Ridderkerk, and its legal successors and/or undertakings associated with it, hereafter called "Van Oers United B.V.", have adopted the following General Terms and Conditions of Purchase.

Article 1 Definitions

1. Other Party: any person or legal person entering into an agreement with Van Oers United B.V., or to whom Van Oers United B.V. makes a bid and/or offer, and furthermore, its representative(s), authorised agent(s), assign(s) and heirs;
2. Agreement: any agreement made between Van Oers United B.V. and the Other Party, in which Van Oers United B.V. acts as purchaser, any change or addition thereto, and all legal and other transactions in preparation or implementation of such Agreement.
3. The times mentioned in these Terms and Conditions expressed in hours are all hours in a 24-hour period (i.e. not just working hours) and days are all calendar days of the year (i.e. not just working days).

Article 2 Applicability

1. These General Terms and Conditions of Purchase will apply to all offers made and quotations given by the Other Party and all Agreements made between the parties, and orders accepted by the Other Party. These General Terms and Conditions of Purchase are therefore applicable to all legal and other transactions (including omissions) on the part of Van Oers United B.V. and its Other Party in this connection.
2. Agreements as stated in paragraph 1 of this article include Purchase, commission, consignment, framework and related agreements.
3. Deviations from and/or additions to any provision of these General Terms and Conditions of Purchase will be binding on Van Oers United B.V. only and solely if such deviations and/or additions are explicitly agreed unreservedly and in writing between Van Oers United B.V. and the Other Party. Any deviations and/or additions agreed refer only to the Agreement concerned.
4. In the event that and insofar as the Other Party when accepting a quotation or an offer or entering into an Agreement refers to General Conditions other than these General Terms and Conditions of Purchase of Van Oers United B.V. in order to have such general conditions apply to the Agreement, Van Oers United B.V. will reject such terms and conditions, such terms and conditions not applying while the present terms and conditions will apply, unless Van Oers United B.V. has explicitly accepted the Other

Party's terms and conditions unreservedly in writing.

5. In the event that following the intervention of a judicial authority any provision of these General Terms and Conditions of Purchase appears to be null and void, solely the provision concerned will cease to apply. All other provisions will apply without prejudice.

Article 3 Offer and prices

1. All enquiries, orders or offers made by Oers United B.V. or by its subordinates are entirely without obligation unless indicated otherwise.
2. An Agreement is effective after Van Oers United B.V. has explicitly accepted in writing the offer made by the Other Party.
3. All agreements concluded by Van Oers United B.V. are deemed to have been concluded at Ridderkerk, namely at Handelsweg 170, with regard to both execution of the agreement and payment under it.
4. All sums mentioned in quotations, special offers, Agreements and orders are stated in Euros unless the parties have agreed otherwise in writing.
5. The Other Party cannot increase an agreed price, not even if the Other Party is confronted with an increase in the cost price, unless Van Oers United B.V. explicitly agrees to the price increase in writing.
6. Van Oers United B.V. may require the Other Party to stand by an offer made.

Article 4 Agreement

1. An agreement with ourselves is finally concluded only on confirmation by us by letter, email or fax or on signature by the vendor within 24 hours (unless we accept later signature) of the contract offered by us to him.
2. Our agents are not authorised to bind us unconditionally. They may purchase and sell only subject to our approval.
3. Should the parties have mutually agreed further and/or supplementary arrangements or alterations after the Agreement has entered into effect, these will be binding only if and insofar as such arrangements are recorded in writing. In this case, too, the written record may consist of the invoice and/or order form.

Article 5 Delivery

1. The agreed delivery period is final and binding unless the parties have explicitly agreed otherwise.
2. Delay in delivery will result in the Other Party being immediately in arrears – without prior notice of default. If the Other Party is in arrears, Van Oers United B.V. will be entitled to dissolve the agreement and/or seek damages.
3. In the event that the Other Party knows, or should know, that it can no longer meet the delivery time to which it is

committed, it will notify Van Oers United B.V. without delay, stating the reasons. Should the Other Party fail to notify Van Oers United B.V. in time or fail to give a reason, recourse to unaccountable exceeding of the delivery time cannot be accepted. Not even in the event of force majeure.

4. Van Oers United B.V. is entitled in the event of late delivery of part of the agreed goods to return the part already duly delivered at the Other Party's risk and expense.
5. In the event of late delivery, Van Oers United B.V. may not only claim damages but also a refund of the supplementary expenses that it has necessarily incurred on reasonable replacement for goods not delivered by the Other Party.
6. Delivery will be made carriage paid to Van Oers United B.V. unless the parties have agreed otherwise in this connection. Delivery will therefore take place at the moment when the Other Party delivers the goods to Van Oers United B.V.
7. In the event that the parties have agreed that the Other Party will place the goods to be delivered by it in store on Van Oers United B.V.'s behalf, whether on its own or with a third party, delivery will be made at the moment that the articles are placed in store.
8. The vendor will also deliver on Sundays and public holidays and at night immediately on request. In the event that the purchase agreement or confirmation states that delivery will be made on the purchaser's lorry or on the purchaser's premises, this means only that we shall bear the transportation cost. Legal and de facto delivery will always take place at our premises or at the substitute premises to be indicated by us.

Article 6 Acceptance and complaints

1. The vendor will insure the products against hailstorm on his own account if he grows them himself. The vendor will insure the product purchased against fire and water damage at the vendor's expense when in store. This obligation does not affect the vendor's duty to deliver the contractual quantity to us on request and to buy in the shortfall elsewhere in the event of whole or partial failure of the harvest or on fire and/or water damage. In the event of hailstorm, fire and water and other damage, the vendor may not rely on force majeure.
2. The goods to be supplied must conform to the agreed quality requirements and the requirements made of the goods by the country of destination and Van Oers United B.V.'s customer at the final place of destination. They must in any event be of good quality, free of disease – including rot -, damage, soil, including clay clods, internal and external, visible and hidden defects, components foreign to the product, and internal and external outgrowth. They may contain no crop protection agents or residues thereof.
3. Unless explicitly agreed otherwise, the vendor will supply

unwashed products.

4. The vendor undertakes to ensure that the internal product temperature conforms to usage in the industry.
5. The delivery time stated in the agreement is decisive. Goods delivered to us will conform to the agreed and legal quality standards also for a reasonable period following delivery and in any event for some time following receipt of the product by the end-user. During that period and for a reasonable period thereafter, we shall be entitled to complain about the quality of goods delivered with regard to externally visible defects. We may complain about hidden defects not visible to the naked eye or internal defects within a reasonable period following discovery of such defects.
6. Should goods not conform to the agreed and/or legal requirements and/or on non or late delivery, we shall be entitled without notice of default to dissolve the agreement wholly or partly and the vendor will make good all our loss, including the cost of marine or other transportation, expert(s), legal assistance, and our customer's loss (e.g. recall). We and our customer will then be entitled to sell the goods at best and set off the proceeds against its loss. The residue will be offset against our loss, after which any remainder will be refunded to the vendor. The vendor's duty to make good the loss is unlimited. He will compensate us both for the full tangible and intangible loss and the full direct and indirect loss. This also includes extra-legal expenses and legal expenses actually incurred and to be incurred. The extra-legal expenses will amount to 15% of the purchase price subject to a minimum of Euro 500.- excl. VAT. Our legal costs will consist inter alia of the fee notes from our lawyers, experts, bailiffs, translation agencies, etc.
7. The vendor undertakes – all rights otherwise lapsing – to have an independent investigation carried out in our presence or by a third party appointed by us, by a recognised and independent firm of surveyors and/or organisation. In the event that the vendor fails to comply, it will be established between the parties that quality does not comply with the agreed requirements. We shall be entitled to have a counter-investigation made. On a difference of opinion between the experts, they will appoint an independent third party and the three experts will fix the quality firm at the expense of the party in the wrong.
8. On rejection and/or refusal of goods offered for delivery, we shall also be entitled at our discretion to demand substitute delivery or to set off the refused quantity against the still remaining part of the contract; in each case with full damages.
9. Unless agreed otherwise in writing, the vendor will bear the cost of weighing, shovelling and transportation.

Article 7 Payment

1. Unless explicitly agreed otherwise in writing, we shall arrange for invoicing, the term for payment being six weeks after we have received the goods. This term is not decisive but merely an indication.
2. We are entitled to have all our payments made through the bank (cashless payment).
3. To the exclusion of article 6:44 Civil Code, our payments serve in first instance to reduce the capital sum and then the interest payable and finally the expenses due.
4. We shall on no account be in arrears without notice of default. After we receive notice of default and are in arrears, we shall – to the exclusion of Articles 6:119 and 6:119a Civil Code – be liable for interest on arrears at the discount rate of the Netherlands Bank subject to a maximum of 4.5% interest p.a. until we have discharged our payment obligations. We shall on no account be obliged to pay extra-legal expenses.
5. All claims by the vendor against us are statute-barred after a period of one year following the delivery date. The Other Party's right to enforce its claim at law lapses on expiry of one year following its claim arising.
6. Our liability for loss however occurring is explicitly excluded except and insofar as such loss is attributable to serious error or wilful act on our part.
7. The Other Party can derive no rights from payment of the invoice; payment does not relieve the Other Party of any obligation under guarantee and/or in damages.
8. Van Oers United B.V. is entitled to offset outstanding invoices against its own receivables from the Other Party.
9. We shall be entitled at all times to obtain security from the vendor for discharge of his payment obligations in the form stated by us. Should the vendor not put up such security in time, we shall be entitled -at our discretion- to suspend the agreement, dissolve it and/or seek damages.
10. In the event that the vendor is in arrears with delivery of the goods and the purchase price for goods already delivered by the vendor has matured, we shall be entitled to suspend payment for the goods supplied earlier until the vendor has made the outstanding deliveries.

Article 8 Title

1. Title to goods to be supplied by the Other Party and the risk of such goods will be transferred only at the moment of delivery.
2. The Other Party will notify Van Oers United B.V. without delay if rights other than the Other Party's title attach to goods to be supplied by the Other Party.
3. Van Oers United B.V. is free to sell and/or transfer goods supplied by the Other Party to the parties at any time.

Article 9 Liability and risk

1. Goods delivered and/or to be delivered by the Other Party are at the Other Party's risk and expense up to the moment of delivery carriage paid to Van Oers United B.V.
2. If the Other Party has delivered goods to Van Oers United B.V. to which a third party has title, the Other Party will indemnify Van Oers United B.V. for all claims by such third party connected with the loss caused by and/or with the goods that the Other Party has delivered to Van Oers United B.V. and damage to such goods themselves.
3. The Other Party is liable for loss that Van Oers United B.V. sustains as a result of recall actions at Van Oers United B.V. itself or at third parties.
4. The Other Party will indemnify Van Oers United B.V. for claims concerning recall actions carried out or procured by a third party to whom Van Oers United B.V. has redelivered goods delivered by the Other Party.
5. Should Van Oers United B.V. sustain loss as a result of the presence of undesirable residues or the standards being exceeded, or MRLs (e.g. chemicals and minerals) in goods delivered by the Other Party, the Other Party will be liable for such loss sustained by Van Oers United B.V. This is the case – inter alia – if a penalty is imposed on Van Oers United B.V. by the authorities in this connection or third parties lodge a claim against Van Oers United B.V. in this connection.
6. The Other Party is liable for loss that Van Oers United B.V. sustains as a result of late delivery by the Other Party of the agreed goods or failure altogether of delivery of the agreed goods.
7. In the event that Van Oers United B.V. is liable for any loss, all liability on the part of Van Oers United B.V. is limited to the amount paid in the case concerned under Van Oers United B.V.'s operators' liability insurance plus the excess under such insurance. If for any reason no payment is made under this insurance, all liability on our part will be limited to the amount of the invoice corresponding to the Agreement on the basis of which the Other Party is claiming, provided that any liability will be limited to a sum of EUR 5,000.-.

Article 10 Default and termination

1. Should the Other Party not or not properly or not in time comply with any obligation that might be imposed on it under the Agreement concluded with Van Oers United B.V. or by law, the Other Party will be in default without further notice and Van Oers United B.V. will be entitled to suspend execution of the Agreement and/or wholly or partly to dissolve the Agreement and Agreements directly associated with it, without Van Oers United B.V. being in any way liable in damages and without prejudice to the rights further vest-

ed in Van Oers United B.V.

2. Should the Other Party be in default, it will be liable towards Van Oers United B.V. for legal (commercial) interest and all legal and extra-legal expenses that Van Oers United B.V. has reasonably had to incur to ascertain the Other Party's liability and/or to achieve settlement of its claim, and that fall within the scope of article 6:96 (2) Civil Code.
3. In the event of legal suspension or provisional suspension of payments or insolvency of the Other Party, or closure or liquidation of the Other Party's business, all Agreements with the Other Party will be terminated de jure, unless Van Oers United B.V. notifies the Other Party within a reasonable period that it requires discharge of the Agreement(s) concerned (or part thereof), in which case Van Oers United B.V. will be entitled without notice of default to suspend execution of the Agreement(s) concerned until it is sufficiently certain that the Other Party will discharge its obligations, without prejudice to further rights vested in Van Oers United B.V.
4. Van Oers United B.V. is entitled to terminate the Agreement in the event of ongoing force majeure on the Other Party's side. The Other Party will then make good to Van Oers United B.V. all expenses incurred and still to be incurred by Van Oers United B.V.
5. In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all claims by Van Oers United B.V. against the Other Party will immediately mature.
6. The Other Party will notify Van Oers United B.V. immediately on an attachment being made of movable or immovable property in the ownership of Van Oers United B.V. and that the Other Party has in its possession for the purpose of executing the Agreement.
7. The Other Party will in the event of bankruptcy or legal suspension of payments immediately notify Van Oers United B.V. accordingly and show the Agreement without delay to the bailiff, receiver or administrator and in doing so point to the rights of title of Van Oers United B.V.

Article 11 Force majeure

1. In the event of force majeure, we shall be entitled to suspend performance under our contracts for the duration of the force majeure. If the duration or seriousness of the force majeure so requires, we shall be entitled – entirely at our discretion – to regard the purchase agreement, insofar as it has not yet been executed, as dissolved without recourse to the courts, and without our being obliged to pay damages. In any event, we can dissolve the agreement without the Other Party being entitled in damages if the force majeure situation continues for more than 1 month or it is certain that the force majeure situation will continue for longer than a month.

2. Unless stated otherwise below, force majeure on our side means any exceptional circumstance that makes discharge of our acceptance obligation impossible or so onerous that it cannot reasonably be expected of us, such as war, mobilisation, strike, industrial unrest, revolution, riot, civil commotion, storm and tempest ice, flood, or withdrawal of the power or water supply.
3. Measures by the authorities that obstruct the importation, transit or exportation of goods sold or purchased or make it financially disadvantageous will entitle us to dissolve the agreement insofar as it has not yet been executed, without our being liable in damages or demanding of the vendor to make good our loss under such measures before we proceed to take delivery.
4. Force majeure amongst our customers is regarded as force majeure on our part.

Article 12 Applicable law

1. The legal relationship between Van Oers United B.V. and the Other Party is governed by Dutch law.

Article 13 Disputes

1. Disputes resulting from an order, offer, bid or Agreement to which these General Terms and Conditions of Purchase apply, including conflicts regarding these General Terms and Conditions of Purchase, will be settled exclusively by the competent court in the district of Rotterdam, provided that this choice of jurisdiction leaves Van Oers United B.V.'s entitlement to have a dispute settled by arbitration or binding recommendation unaffected.
2. Notwithstanding the provisions of paragraph 1 above, the parties may agree in writing to leave settlement of the dispute to the competent court in another district.