

GENERAL TERMS AND CONDITIONS OF SALE FOR ORIGIN FRUIT DIRECT B.V. (registered with the Chamber of Commerce Rotterdam 24067257)

Article 1 - Definitions

OFD	Origin Fruit Direct B.V. is a private limited liability company founded under Dutch law. It's primary business is to purchase, import, store, re-sell fruit and fruit products.
Purchaser	Any natural person or legal entity to or for whom OFD delivers goods and/or performs services, including its representatives, agents, and/or legal successors.
Contract	Agreement between OFD and Purchaser concerning the sale and delivery of fruit and / or fruit products and/or the provision of services and the performance thereof.
Offer	The written and by OFD undersigned proposal to sell and deliver fruit or fruit products to Purchaser.
Order	Written or oral acceptance or confirmation by Purchaser of an Offer.
Order Confirmation	Written confirmation of an Order by OFD to Purchaser.
Goods	The fruit or fruit products specified in the Order Confirmation.

Article 2 - General

- 2.1 These General Terms and Conditions (hereinafter: Terms and Conditions) apply to all offers, orders and/or contracts between OFD and Purchasers, intended for the sale and delivery of products and/or the provision of services and the performance thereof. Any deviations from or changes to these Terms and Conditions must be confirmed in writing by OFD and will only apply to the relevant offer/order/contract.
- 2.2 Any general terms and conditions applied by the Purchaser are non-binding on OFD, unless OFD has agreed to them in writing. If OFD has agreed in writing with the applicability of one or more deviating terms and conditions, these Terms and Conditions shall remain in full force in all other respects.
- 2.3 If and insofar as any provision or subprovision of these Terms and Conditions is nullified and/or deemed unenforceable, these Terms and Conditions shall remain in full force in all other respects, and instead of the nullified and/or unenforceable provision another provision shall apply that has the same purpose and purport to the extent possible.

Article 3 - Offers, Contract, Changes and Prices

- 3.1 All offers issued by OFD shall lapse after 5 working days, or shall lapse when OFD issues new offers within these 5 working days, except where OFD specifically issues a longer period of validity. An Offer is placed by Purchaser by Order, which will be considered by OFD to be irrevocable.
- 3.2 The Contract is closed by acceptance of the Order by OFD. OFD will accept the Order by sending an Order Confirmation. The Order Confirmation will be sent within two working days after receipt of the Order. OFD is only bound by an order placed with OFD vis-à-vis the Purchaser if and as soon as OFD has confirmed such order in writing, or if OFD has commenced performing such order.
- 3.3 Descriptions and prices in Offers are given subject to reservation and apply only by approximation, unless indicated otherwise. The Purchaser cannot derive any rights from any errors in an Offer. Offers are given based on information and specifications provided by the Purchaser, and are based on delivery within normal terms and under normal circumstances.
- 3.4 The Order Confirmation will state as a minimum: a description of the Goods to be delivered by OFD, the amount to be delivered and the price.
- 3.5 If any dispute arises concerning the items mentioned in article 3.4 of the Terms and Conditions, the Order Confirmation will be decisive.
- 3.6 Orders, Order Confirmations or other correspondence via e-mail and/or a signed fax are accepted by the parties as legally binding correspondence.
- 3.7 Any changes to an order placed by the Purchaser that entail higher costs than the costs taken into account in the original quotation provided by OFD shall be paid by the Purchaser. If such changes lead to a cost reduction, the Purchaser cannot derive any right from this with regard to a reduction of the purchase price. However, OFD may decide at its own discretion that such changes will result in a lower purchase price.
- 3.8 Changes in labor costs, cost price of raw materials, changes in exchange rates of currency related to the Contract or any change of costs caused by legal obligations will entitle OFD to adjust the price of the Order Confirmation.
- 3.9 Changes to an order placed by the Purchaser can lead to a delivery period previously indicated by OFD being exceeded. Such cannot be invoked against OFD.
- 3.10 Any Order by Purchaser which deviates from the Offer will not be accepted, unless OFD explicitly confirms the deviation in writing. OFD will in this case also confirm a new price.
- 3.11 OFD will have the right to cancel the Order within two days after receipt of the Order. Cancellation of the Order will not lead to any liability of OFD for any damage of Purchaser or third parties.
- 3.12 If the Purchaser cancels an order it has placed in part or in full, the Purchaser must reimburse OFD for the ensuing loss incurred by OFD. That loss is calculated as 30% of the net invoice value of the cancelled order. OFD reserves the right to prove a higher amount of loss, in which case the Purchaser must pay the higher loss amount.
- 3.13 Contracts concluded with OFD are conditional in the event of shortages and/or other circumstances beyond OFD's control that make delivery impossible.
- 3.14 Quoted prices are in Euros, excluding VAT and ex works unless agreed otherwise in writing.

Article 4 - Delivery

- 4.1 Unless agreed otherwise in writing, delivery will be ex works (Incoterms 2010), transport costs will be charged through to the Purchaser.

- 4.2 If parties agree in writing that delivery will take place otherwise than described in Article 4.1, the product will be deemed delivered:
 - 1) In case of DDP/DAP delivery (Incoterms 2010), when the products arrive at the agreed place of delivery;
 - 2) In case of CFR/CIF delivery (Incoterms 2010), when the products are loaded in the container of the shipping yard.
- 4.3 Failure by the Purchaser to have goods delivered in good time or to take receipt of goods in good time constitutes attributable non-performance by the Purchaser. In that event, OFD may store the goods or have them stored at the Purchaser's expense or risk, or supply the goods to third parties if possible and recover the loss of income and any other losses from the Purchaser.
- 4.4 The term of delivery indicated by OFD is an estimate unless explicitly agreed otherwise in writing. OFD is not in default by merely exceeding the term of delivery. Where the delivery date is exceeded, this shall not entitle the Purchaser to dissolve the Contract or to receive compensation.
- 4.5 If no delivery time is mentioned in the Order Confirmation the Goods must be collected by the Purchaser within two days after receipt of the Order Confirmation. If the second day is not a working day, collection must take place on the first coming working day before 17.00 hours.
- 4.6 If the Purchaser does not collect the Goods timely, a € 1,20 warehouse charge per pallet per day shall be charged. The storage of the Goods by OFD will be for risk of the Purchaser. Any complaint or claim based on article 8 of the Terms and Conditions will no longer be accepted.
- 4.7 If the Goods have not been collected within 6 working days, OFD will sell the Goods on Purchasers account. All costs made by OFD and damages to OFD will be claimed against Purchaser.
- 4.8 OFD is entitled to make partly deliveries of the Goods.
- 4.9 Delivery of products will be made in the packaging supplied by OFD.

Article 5 - Payments

- 5.1 All prices charged by OFD are net, exclusive of BTW (Dutch VAT) and transport costs, unless clearly agreed otherwise.
- 5.2 The Purchaser shall effect payment to OFD within 21 days after the invoice date, unless agreed otherwise in advance.
- 5.3 In the event of an overrun of the payment term agreed in Article 5.2 of these Terms and Conditions, the Purchaser shall - without prejudice to any other rights of OFD, including the right to receive statutory interest - owe monthly default interest of two (2) percent on the (part of the) invoice (still owed) as from the date that the payment term is exceeded until the date of full payment of the invoice amount. In that event, OFD will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or sufficient security has been provided.
- 5.4 Payment is to be effected in Euros by means of SEPA transfer. If payment is not effected by means of SEPA transfer, any additional costs are at the Purchaser's expense.
- 5.5 The Purchaser herewith waives its rights of setoff and suspension of performance. The Purchaser is only entitled to reduce payments on its own initiative after it has received a credit invoice from OFD.
- 5.6 OFD undertakes to invoice in good time. Partial invoicing is possible at all times unless explicitly agreed otherwise in writing.
- 5.7 Once OFD has transferred a claim for extrajudicial and/or judicial collection, for which no prior notification is required, the Purchaser shall owe all judicial and extrajudicial collection costs, which will be calculated based on the rate used by Netherlands Bar Association.
- 5.8 Payments effected by the Purchaser will first be used to pay all charges and interest due and subsequently to pay the oldest payable invoice, even if the Purchaser states that the payment relates to a later invoice.
- 5.9 OFD will invoice Purchaser after the goods have been collected. If the goods have not been collected within the contract delivery time, OFD will have the right to invoice after the delivery time has expired. If a partly delivery of the goods have been made, OFD will invoice Purchaser in ratio.
- 5.10 In the case Purchaser disputes one or more invoices partly, it will not relieve Purchaser from its obligations to pay the undisputed parts of the invoices.
- 5.11 Dispute by Purchaser of the invoice must be made in writing within seven days after the date of the invoice. Unmotivated dispute will not relieve Purchaser from its obligation to pay the invoice within the payment term.
- 5.12 Dispute by Purchaser of the invoice related to any quality issue of the delivered goods will only be accepted if a complaint has been issued by Purchaser to OFD in accordance with article 8 of the Terms.

Article 6 - Retention of title

- 6.1 All goods delivered and yet to be delivered shall remain OFD's exclusive property until all claims OFD has or will have against the Purchaser (such as interest, costs and activities), including in any event the claims stated in Book 3, Article 92 (2) of the Dutch Civil Code, have been paid in full.
- 6.2 As long as the ownership of the goods has not transferred to the Purchaser, it is not authorised to pledge the goods or grant third parties any rights on the goods, except within the normal conduct of its business. The Purchaser undertakes, upon first request by OFD, to cooperate in creating a right of pledge on the claims the Purchaser has or will have against its purchasers pursuant to a resale of goods.
- 6.3 The Purchaser is obligated to store the goods delivered under retention of title with due care and as the recognisable property of OFD.
- 6.4 If the Purchaser fails to perform its payment obligations or has or threatens to have payment difficulties, OFD is entitled to retrieve the goods delivered under retention of title and still in the Purchaser's possession. The Purchaser shall provide OFD with free access at all times to its sites and/or buildings for the purposes of inspection and/or exercising OFD's rights.
- 6.5 Said provisions in 6.1 through 6.4 do not prejudice the other rights vested in OFD.

- 6.6 With regard to a Purchaser established in Belgium, in the event of failure to pay on the due date, instead of Article 6.1 OFD is entitled to consider the sale null and void by operation of law and without notice of demand. OFD retains title of the goods until the price is paid in full. All risks are at the Purchaser's expense. Any advances paid remain acquired by OFD as reimbursement of possible losses on resale.
- 6.7 If the Customer is seated in Germany, the retention of title will be governed – instead of article 6.1 until 6.5 – by the following conditions in article 6.8 until 6.14.
- 6.8 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die Lieferant aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Lieferant her und verwahrt sie für Lieferant. Hieraus erwachsen ihm keine Ansprüche gegen Lieferant.
- 6.9 Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerbt Lieferant zusammen mit diesem Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei Lieferants Miteigentumsanteil dem Verhältnis des Rechnungswertes Lieferant Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren entspricht.
- 6.10 Der Abnehmer tritt jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen der Lieferant mit sämtliche Nebenrechten im Umfang der Eigentumsanteil der Lieferant zur Sicherung an uns ab.
- 6.11 Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung dem Lieferant für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an Lieferant ordnungsgemäß nachkommt, darf er über die in der Eigentum der Lieferant stehende Ware im ordentlichen Geschäftsgang verfügen und die an Lieferant abgetretenen Forderungen selbst einziehen.
- 6.12 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist Lieferant berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn Lieferant dies ausdrücklich schriftlich erklärt.
- 6.13 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.
- 6.14 German Law will be applicable to the conditions of retention of ownership as laid down in article 6.8 until 6.13 above.

Article 7 - Provision of Security

- 7.1 If OFD has cause to suspect that the Purchaser will be unable to perform its obligations by virtue of the Contract, the Purchaser is obligated to provide, upon the OFD's first request, sufficient security for complete performance of all its obligations with regard to agreements performed or to still be completely or partially performed, in a manner to be indicated by OFD. If security is not given within 5 working days. OFD will have the right to dissolve the Contract.

Article 8 - Complaints

- 8.1 The Purchaser is obliged to thoroughly investigate whether the products satisfy the Contract upon delivery. If the Purchaser has a complaint regarding any shortcomings, both quantitatively and qualitatively, of the products delivered, this is to be reported to OFD immediately after discovery, or in any event within 48 hours after delivery by fax as well as by email, and specified by means of an accurate description of the shortcomings and any additional facts from which the shipment to which the rejected products belonged can be derived. The Purchaser or the receiver of the products, as the case may be, must also make written note of the complaint on the products' transport documents to confirm that the complaint existed at the time of delivery. Unmotivated complaints will not be accepted.
- 8.2 Once the term referred to in art. 8.1 have lapsed, the Purchaser is deemed to have approved the delivery and the relevant invoice, and complaints will not be addressed by OFD.
- 8.3 With complaints based on grounds that reasonably could not have been discovered within the term laid down in art. 8.1, a term applies of 48 hours from the time those grounds reasonably could have been discovered.
- 8.4 OFD shall check the goods supplied by OFD when loading the said goods. Conformity of the goods supplied shall be determined on the basis of this inspection and on the corresponding samples. Proof to the contrary shall only be possible where the inspection is performed at the time of delivery or unloading and the Purchaser also enables OFD to simultaneously effect a reappraisal.
- 8.5 OFD shall be fully exonerated from claims if the Purchaser is unable to demonstrate that it has stored, kept and transported the goods correctly, in accordance with the norms applicable in the sector.
- 8.6 Where complaints are found to be justified, OFD shall never be obliged to do more than redeliver the goods in question, except where the Purchaser is able to demonstrate an intention act or gross negligence on the part of OFD. Complaints with regard to a part of the products delivered cannot give cause to reject the entire delivery. In that case, the Purchaser is still obliged to pay for the part of the delivery without shortcomings.
- 8.7 In the case a complaint is justified OFD will have the right, at its choice, to deliver the missing goods, to replace the goods that are non conforming with the Contract, to pay back the contract value of these Goods or to reduce the contract value of the goods. If the reduction in contract price is not

acceptable to the Purchaser then the goods must always be returned to OFD.

- 8.8 Products sent by OFD to the Purchaser can only be returned to OFD after written consent from OFD and under conditions to be determined by OFD. The costs of the return are at the Purchaser's expense unless the costs pertain to a return with regard to which OFD has established that the products have shortcomings for which OFD is liable.
- 8.9 Claims related to a non conformity with the Contract will be barred by limitation one year after delivery.

Article 9 - Figures, dimensions, weights and other particulars

- 9.1 The Goods delivered may deviate from the Contract terms with regard to: figure, dimension, weight, color, other particulars.
- 9.2 Determination whether the deviation is a non conformity with the Contract will be based on EC regulation, Dutch regulation and commercial custom.
- 9.3 Purchaser must proof that a deviation is a non conformity with the Contract.
- 9.4 Minor deviations in the deliveries effected by OFD in terms of the quantities, weight and composition specified, for example, shall never be deemed to be a failure.

Article 10 - Suspension, Termination, Force Majeure

- 10.1 If the Purchaser fails to meet any obligation vis-à-vis OFD in any manner, as well as in the event of (a request for) suspension of payments, bankruptcy, liquidation or discontinuation of all or part of the Purchaser's business, OFD is authorised, without prejudice to its other rights and without any obligation to pay damages, without notice of default or judicial intervention, to suspend performance of the Contract until payment of all that the Purchaser owes OFD has been sufficiently secured; and/or to terminate every agreement with the Purchaser in full or in part, all without prejudice to the Purchaser's obligation to pay for products already delivered and/or services already provided and without prejudice to OFD's other rights, including the right to damages.
- 10.2 In the event that OFD is unable to perform the Contract as a result of force majeure, (which is understood to include frost, natural disasters, war, threat of war, civil war, riots, labour strike, fire and any other disruption in OFD's operations), OFD is entitled to suspend performance of the Contract without judicial intervention or to terminate the Contract in full or in part, without being obligated to pay any damages.

Article 11 - Transfer of Rights and Obligations and Use of Third Parties

- 11.1 The Purchaser shall not transfer its rights and/or obligations ensuing from any agreement with OFD to third parties or have them serve as security regarding claims by third parties, without the prior written consent from OFD.
- 11.2 OFD is authorised to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in OFD's opinion or if such ensues from the agreement.

Article 12 - Liability

- 12.1 OFD's liability is limited to the performance of the Contract between the parties. Except for a complaint based on article 8 of the Terms and Conditions, further liability of OFD regarding non conformity of the Goods - for example caused by, resulting from, or relating to any virus or bacterium or chemical or foreign body - is explicitly excluded, as far as OFD was not aware of such non conformity at time of delivery. Any liability for consequential damage and/or damage at the Purchaser or third parties, on any ground whatsoever - except in the case of intent or gross negligence - is explicitly excluded. In the event of non-performance OFD is merely obliged to replace the products or repay the purchase price, at its own discretion.
- 12.2 Any liability on the part of OFD for direct damage or loss shall be limited to a maximum of to 15 % of the gross margin of OFD of the contract price. Furthermore, the liability applicable for OFD shall always be limited to the amount that the insurer is willing to pay out in the case in question, unless an intentional act applies on the part of OFD.
- 12.3 Any claim of liability is to be reported to OFD within three months after becoming aware of the damage.
- 12.4 The Purchaser is obligated to indemnify OFD and hold it harmless from and against any and all claims for damages by third parties engaged by the Purchaser vis-à-vis OFD regarding the performance of any agreement between the Purchaser and OFD, unless OFD is guilty of intent or gross negligence.
- 12.5 If the goods are unloaded by members of staff or auxiliary persons engaged by the Purchaser, the risk of unloading shall be for the Purchaser.

Article 13 - Applicable law, competent court

- 13.1 These Terms and Conditions and all legal relationships between OFD and the Purchaser are governed by Dutch law, except for article 6.8 until 6.14 of these Terms and Conditions, which are governed by German Law.
- 13.2 Insofar as the law does not mandatory provide otherwise, the District Court in Rotterdam shall have exclusive jurisdiction in the first instance to hear disputes which may arise in connection with (the execution of) any agreement between OFD and the Purchaser, as well as disputes concerning (any and all articles of) these Terms and Conditions, also with regard to obtaining provisional relief, without prejudice to OFD's right to submit a dispute to the court with competence pursuant to the competence rules normally applicable. Regarding disputes between OFD and a Purchaser seated in Germany, the competent Court in Germany will have jurisdiction as well.

Article 14 - Filing

- 14.1 These Terms and Conditions have been filed the Chamber of Commerce Rotterdam, The Netherlands under number **24067257**.