

GENERAL CONDITIONS OF SALE AND DELIVERY LOOIJE PACKING

ARTICLE 1: APPLICABILITY

1. In these general terms and conditions LOOIJE PACKING shall mean: Looije Packing, Chamber of Commerce number 61439746.
2. In these general terms and conditions, 'client' means: the natural person, whether or not acting in the course of a profession or business, or the legal entity that has entered into an agreement with Looije Packing in connection with the supply of goods and/or services by Looije Packing or the performance of any other service or is negotiating an agreement with Looije Packing.
3. These general terms and conditions apply to all offers, quotations and agreements between Looije Packing and the client with respect to the delivery of moveable goods and/or the provision of services, consisting of, among other things, sorting, packing, cleaning, polishing, commission and related agreements and obligations arising from those agreements and continuing (new) agreements between Looije Packing and its client.
4. The use or applicability of (general) terms and conditions of the client is expressly rejected, unless expressly agreed otherwise in writing.
Insofar as the parties do not expressly provide otherwise by written agreement all provisions of these general terms and conditions shall be in full and unconditional force between the parties.
5. Deviations from these terms and conditions can only be made in writing. Other terms and conditions not expressly deviated from shall remain in full force and effect. The deviation from these terms and conditions shall only apply to the cases specified in that agreement, unless that deviation is confirmed in a subsequent agreement.
6. If one or more provisions of these general terms and conditions should at any time be wholly or partially void or

voidable, the remaining provisions of these general terms and conditions shall remain fully applicable and the parties shall consult in order to agree on new provisions, taking into account, as far as possible, the purpose and scope of the original provisions.

7. In case of conflict, the provisions of the written agreement take precedence over those of these general terms and conditions.
8. In case these conditions are also made in a language other than Dutch, the Dutch text shall always be decisive in case of differences.

ARTICLE 2 FORMATION OF AGREEMENT:

1. All offers of Looije Packing shall be without obligation and revocable, unless expressly stated otherwise in writing.
2. All information and/or specifications provided with an offer or quotation are always approximate and are only binding on Looije Packing if expressly confirmed in writing in those words..
3. All offers made by or on behalf of Looije Packing, representatives of Looije Packing or other intermediaries acting on behalf of Looije Packing are valid for three months (one season). If the agreement is not concluded within this period in accordance with the provisions of Article 2 paragraph 4, or if the written confirmation of the client deviates in content from the offer made by Looije Packing, the agreement will only be concluded if and as soon as an authorised official of Looije Packing has expressly confirmed the agreement in writing in accordance with paragraph 4 of this Article.
4. An agreement is concluded as soon as it is confirmed in writing by an authorized officer of Looije Packing. The order confirmation is deemed to represent the agreement accurately and completely, unless the client objects in writing within two days of receipt of the order confirmation. Offers made by Looije Packing shall constitute the agreement in the absence of any further written

agreement and in that case shall be the only valid document of agreement. Agreements are also deemed to have been concluded if and as soon as Looije Packing has commenced its work. All agreements are deemed to have been concluded in the place of establishment of Looije Packing.

5. If Looije Packing concludes an agreement with two or more (legal) persons, each of these (legal) persons is jointly and severally liable for the fulfilment of their obligations to Looije Packing arising from that agreement.
6. Client is bound by an order even if the order is given to Looije Packing by an assistant engaged by the client.
7. Agreements concluded by (commercial) representatives of Looije Packing or other intermediaries acting for Looije Packing are not binding on Looije Packing unless an authorized officer of Looije Packing has expressly confirmed the agreement to the client in writing.
8. Amendments and supplements to the agreement by the client are only binding if they have been confirmed in writing by an authorized officer of Looije Packing. No rights can be derived from any verbal agreements.

ARTICLE 3 EXECUTION OF AGREEMENT

1. The client shall ensure that Looije Packing has all information and documents necessary for the execution of the agreement in good time. If the information provided by the client proves to be incorrect, incomplete and/or unreliable, all additional costs incurred by Looije Packing in connection with the execution of the agreement will be borne by the client, without prejudice to the client's obligation to indemnify Looije Packing against claims by third parties.
2. An order to Looije Packing implies the authority for Looije Packing to engage third parties where necessary and to accept any limitations of liability of third parties also on behalf of the client.
3. With regard to products manufactured by third parties or parts of products, Looije

Packing can only be considered a supplier to the client and Looije Packing is not obliged to guarantee to the client anything more than what the third party used guarantees to Looije Packing.

ARTICLE 4: PRICES

1. Price quotations are always made on the basis of the prices valid at the time of the offer. Unless otherwise stated in writing, prices are in euros and exclude (internal) transport costs. The prices quoted are exclusive of sales tax and other government levies, taxes and duties. A change in the applicable VAT rate will at all times and in all cases be at the expense and risk of the client and will be unilaterally and promptly passed on to the client by Looije Packing.
2. Looije Packing is entitled to increase the price agreed increase if one or more of the following circumstances occurs after the conclusion of the agreement: increase in the cost of materials or services required for the execution of the agreement, increase in shipping/transportation costs, wages, employer's expenses, social insurance, the costs associated with other terms and conditions of employment, introduction of new and/or existing government levies, import and export duties or other levies and/or taxes at home and abroad, or, in general, circumstances comparable to the above.
3. The prices mentioned in an offer relate only to those activities and/or deliveries explicitly described in the offer.
4. Any transport costs, shipping costs, insurance costs and all other costs to be incurred in connection with the (ex-)delivery are not included in the price, unless otherwise agreed in writing.
5. Looije Packing is not obliged to honor an agreement at a stated price that is clearly based on a printing or writing error.

ARTICLE 5: PLACE AND MANNER OF DELIVERY

1. Unless otherwise agreed in writing, deadlines have been set to the best of our knowledge and will be observed to the

extent possible. However, they are never binding or final. The mere exceeding of a stated deadline does not cause Looije Packing to be in default. Looije Packing is not liable for the consequences of exceeding a deadline. Exceeding a deadline does not entitle the client to compensation and/or full or partial cancellation of the agreement.

2. In the case of a purchase agreement, if part of the order is ready, Looije Packing is free to choose whether to deliver this part or wait until the entire order is ready. If it has not been expressly agreed that delivery will be made from stock, Looije Packing has the right to deliver from the stock of third parties. Unless otherwise agreed, delivery will take place from the company's premises or storage area (packing station) of Looije Packing.
3. The risk, to the extent permitted by law, passes to the client as soon as the goods have left Looije Packing's premises or storage area or as soon as the goods have been segregated on behalf of the client with Looije Packing or a third party and notice has been given or sent that the purchased goods are ready for delivery, unless otherwise agreed in writing. The transportation risk is for the client.
If it has been agreed that transport will be provided by or on behalf of Looije Packing, acceptance will take place at the time of delivery at the agreed place.
4. The client will take delivery of the goods and/or services as soon as Looije Packing offers them. If the client nevertheless refuses to take delivery of the goods and/or services, Looije Packing is entitled to store the delivered goods on its own premises or elsewhere at the client's expense, without prejudice to the client's obligation to pay the agreed costs. If the client does not meet its payment obligation, Looije Packing is also entitled, at the discretion of Looije Packing, to dissolve the agreement and the client will be obliged to compensate Looije Packing for the costs, damages and interest in full.
5. Additional agreements, changes or external circumstances beyond the control of Looije Packing may lead to an

extension of the time schedule agreed upon by the parties.

6. Additional work and costs on the part of Looije Packing as a result of additional agreements or changes or external circumstances beyond Looije Packing's control may be charged to the client.
7. Without prejudice to the provisions elsewhere in these Terms and Conditions regarding extension of the delivery time, the delivery time shall be extended by the duration of the delay that arises on the part of Looije Packing as a result of the client's failure to comply with any obligation arising from the agreement or any other agreement, whether related or unrelated, and/or any cooperation required of him with respect to the performance of the agreement.

ARTICLE 6: QUANTITY DELIVERED

1. The quantity delivered shall be deemed to comply with what has been agreed or prescribed as regards number and weight, as well as public and/or private law requirements, subject to proof to the contrary furnished by the principal.

ARTICLE 7: RETENTION OF TITLE

1. Items delivered by Looije Packing shall remain the property of Looije Packing until full payment of all claims of Looije Packing against the client pursuant to agreements concluded between the parties, including interest and costs.
2. As long as ownership has not passed to the client, the client may not pledge the items or grant any rights to them to third parties.
3. Items delivered by Looije Packing that are subject to retention of title pursuant to paragraph 1 may only be resold in the client's normal course of business. The client undertakes not to assign or pledge any claims it obtains against its clients to third parties without Looije Packing's prior written consent. The client further undertakes to pledge the aforementioned claims to Looije Packing at the first request of Looije Packing in the manner stipulated in Article 3:239 of the Dutch Civil Code as additional security for payment of its

claims against the client for whatever reason.

4. If the other party does not comply with its obligations or if there is a well-founded fear that it will not do so, Looije Packing is entitled to remove or cause to be removed from the client or third parties holding for the client the delivered goods on which the retention of title referred to in paragraph 1 rests. The client is obliged to provide all cooperation to this end.
5. If third parties wish to establish or assert any right to the goods delivered under retention of title, the client is obliged to inform Looije Packing thereof as soon as can reasonably be expected.
6. The client undertakes to cooperate, within reasonable limits, with all measures that Looije Packing wishes to take to protect its property rights with respect to the delivered goods.

ARTICLE 8. RIGHT OF LIEN AND PLEDGE

1. Looije Packing may, until such time as the client has fulfilled all its obligations to Looije Packing, retain, at the expense and risk of the client, any goods, documents and monies that Looije Packing receives in connection with its agreements with the client.
2. All goods, documents and funds that Looije Packing has or will have in its possession for whatever reason will serve as security for all claims it has or will have against the client.
3. Looije Packing may also exercise the rights granted to it in paragraphs 1 and 2 for what the client still owes in connection with other agreements.

ARTICLE 9: FORCE MAJEURE

1. Without prejudice to its other rights, if Looije Packing is prevented from executing the agreement or executing it on time due to force majeure, Looije Packing will have the right to suspend execution of the agreement or to rescind the agreement in whole or in part, at Looije Packing's discretion, without Looije Packing being liable for any compensation or otherwise. Force

majeure is understood to mean unforeseen circumstances with respect to machines, people and/or materials that Looije Packing uses or tends to use for the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so problematic and/or disproportionately expensive that fulfilment of the agreement can no longer reasonably be required.

2. If Looije Packing has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the already delivered or deliverable part separately and the client is obliged to pay this invoice as if it were a separate contract.

ARTICLE 10: OBLIGATIONS OF THE CLIENT

1. Upon delivery by Looije Packing, the client shall inspect the delivered goods in the presence of the driver. In doing so, the client should check whether the delivered goods comply with the agreement, namely:
 - A. whether the delivered products have been processed in the agreed manner;
 - B. whether the delivered items meet the (quality) requirements that may be set for applicable normal use and/or applicable commercial purposes;
 - C. Whether the goods delivered correspond in quantity (number, quantity, weight) to what has been agreed. If the shortcoming is less than 5% of the total, client shall be obliged to accept the delivered goods in full.
2. Any shortcomings or damage present at the time of delivery must be noted by the client on the delivery note, invoice and/or transport documents, failing which complaints in this respect will no longer be accepted.
3. If delivery is made at the packing

station, the client shall immediately inspect the goods in accordance with paragraph 1 of this article.

4. If the goods are delivered to a third party, who holds them or will keep them for the principal, the principal shall be obliged to carry out the inspection referred to in paragraph 1 of this article or to have such inspection carried out on the day of delivery.
5. If the client wishes to lodge a complaint, he is obliged to do so in writing to Looije Packing, stating the facts to which these complaints relate, as soon as possible after the discovery of the shortcoming or after he should reasonably have discovered the shortcoming, but no later than 24 hours after delivery.
6. Any right to complain shall lapse if and as soon as the client takes the delivered item into use, processes it, modifies it, redelivers it, mixes it with other items or does not preserve it properly.
7. Complaints shall not be permitted in respect of deviations common in trade and industry or minor deviations in colors, qualities, composition, thickness, quantities, years, etc., unless agreed otherwise in writing.
8. Looije Packing is only obliged to take note of complaints submitted if the client has fulfilled all his contractual obligations towards Looije Packing, on whatever grounds. The client will not be able to suspend or set off its obligations in connection with a complaint submitted by it, except insofar as provisions of mandatory law dictate otherwise.
9. In case of a complaint, the batch in question must remain present in its entirety and the client must give Looije Packing the opportunity to view or inspect the goods (or have them viewed).
10. The client is obliged to take care of the preservation of the items as a prudent debtor at all times.
11. If the client's complaints, also in view of the above provisions, are justified, Looije Packing will, after consultation

with the client, ensure the redelivery of an item of the same or comparable type within a reasonable period of time. Upon request, the client will transfer the replaced items or parts to Looije Packing. Complete or partial dissolution of the agreement by the client is only possible with the cooperation of Looije Packing.

12. If the client's complaints, also in view of the above provisions, are well-founded, but redelivery of the good or service within a reasonable period of time is not possible, Looije Packing is entitled to deliver a good or service of the nearest type or to apply a reasonable price reduction. Full or partial dissolution of the agreement by the client is only possible with the cooperation of Looije Packing.
13. Except in cases of its own intent or gross negligence, Looije Packing shall not be liable for more or any damage or any obligation whatsoever that may arise for the client and/or third parties as a result of the fact that redelivery of a case is not possible and Looije Packing delivers a case of the nearest kind.
14. The client is obliged to check the labels and/or labels and/or product information sent to the client by Looije Packing for inspection in a timely manner, i.e. within the period set by Looije Packing, and to inform Looije Packing accordingly in writing. If the client fails to do so on time, Looije Packing will assume the accuracy of the labels and/or tags and/or product information it has used. Looije Packing is not liable for any damage whatsoever that may arise for the client and/or third parties as a result.

ARTICLE 11: LIABILITY Looije Packing.

1. If Looije Packing has failed imputably in the fulfilment of any of its obligations or has committed an unlawful act towards the client, Looije Packing will, with the exception of its obligations under any guarantee it may have provided, only be liable towards the client for damage suffered by the client in connection with that if the client proves that the damage

was caused by intent or gross negligence on the part of Looije Packing or its management employees.

2. Looije Packing is not liable for trading loss, property damage, personal injury or any other damage whatsoever, which may arise directly or indirectly for the client and/or third parties.
3. If Looije Packing's liability must be assumed under paragraph 1, Looije Packing's liability will be limited to the damage that was foreseeable as a possible consequence of the action requiring compensation, with a maximum of the amount that will be paid in the case in question under its liability insurance policy, increased by the amount of the excess that will not be borne by the insurer according to the policy conditions.
4. Looije Packing shall never be liable for damage resulting from third parties engaged by the client and/or the quality of materials used or processed by the client or the use of the materials or equipment (including forklift trucks) provided to Looije Packing by the client.
5. Looije Packing will never be liable for damage of any nature whatsoever because Looije Packing has relied on incorrect and/or incomplete information provided by the client or because the client has failed to provide Looije Packing with the necessary information in a timely manner.
6. Without prejudice to the provisions elsewhere in these General Terms and Conditions, Looije Packing will never be liable for goods and/or services it has procured from third parties except insofar as those third parties are liable to Looije Packing and offer recourse.
7. The client indemnifies Looije Packing and the (auxiliary) persons engaged by it in the execution of its obligations against all claims of third parties for damages suffered by these third parties arising from or related to the execution by Looije Packing of the agreement, the use by the client of the goods delivered by Looije Packing, the work realized

and services rendered, unless there is intent or gross negligence on the part of Looije Packing and/or the (auxiliary) persons engaged by it in the execution of the agreement.

8. Looije Packing stipulates all statutory and contractual defenses that it can invoke to ward off its own liability to the client, also on behalf of its subordinates and non-subordinates for whose conduct it would be liable under the law.
9. Any (legal) claims must furthermore be brought before the court no later than 1 year after delivery of the agreed services and/or goods on penalty of expiry.

ARTICLE 12: PACKAGING

1. Packaging delivered via Looije Packing, including pallets, crates and boxes, on which a deposit has been charged, will be returned at the invoice price applicable at the time of return, possibly increased by a fixed packaging fee in accordance with the applicable regulations. The container to be returned must be so clean and fresh that it is suitable for (re)use for fresh edible horticultural products.
2. When packaging is returned by Looije Packing's own means of transport, the packaging must be sorted and ready for transport, in default of which Looije Packing has the right not to take the packaging with it or to charge the costs.
3. Packaging not delivered via Looije Packing will only be taken back insofar as Looije Packing carries the products in question in its own range.

ARTICLE 13: PAYMENT

1. The client must pay the invoice, without deduction of any discount or compensation or setoff of other claims and without suspension, within fourteen days of the invoice date, into a bank or giro account designated by Looije Packing, unless the parties have agreed another payment term in writing. Likewise, the client is obliged, without deduction of any discount or compensation or setoff and without suspension, to fulfill other obligations

within reasonable time.

2. Complaints about deliveries made shall never entitle the client to suspend its payment obligation or to setoff.
3. Payments made by the client shall first serve to settle all interest and costs due and only then to settle the oldest outstanding and due invoices, even if the other party states that the payment relates to a later invoice.
4. The term of payment as mentioned in Article 11.1 is a strict deadline. In the event of late payment, the client will therefore be in default without notice of default and Looije Packing will be entitled to charge statutory commercial interest from the due date of the invoice.
5. The claim for payment of the agreed price is immediately due and payable if the client is declared bankrupt, applies for a suspension of payments, an application for his receivership is pending, any attachment is levied on his goods or claims, the client dies or, if he is a general partnership, a private limited company or a limited liability company, it goes into liquidation, is dissolved or acquires another partner.
6. If the client is in arrears with any payment to Looije Packing is overdue (even if as a result of another agreement), all amounts payable by the client to Looije Packing will become immediately due and payable in full, regardless of the status of the orders. In that case, Looije Packing is entitled to suspend execution of every agreement between the parties until all that has become due and payable has been paid within a period to be set by Looije Packing.
7. If the term of payment referred to in paragraph 1 is exceeded, the client shall owe contractual interest of 2% per month or part of a month from the due date, without any notice of default being required. At the end of each year, the amount on which the default interest is calculated shall be increased by the interest due over that year. The client shall also owe the judicial and extrajudicial costs, which are fixed at

15% of the amount due, without prejudice to Looije Packing's right to charge the actual costs incurred, including any judicial costs, to the client if they exceed the amount thus calculated. If the statutory interest in a given period is higher than the contractual interest, the statutory interest will apply for that period instead of the contractual interest. Judicial costs include all costs incurred to collect the claim, such as the costs of seizure, litigation costs and costs of a bankruptcy petition.

8. Looije Packing is entitled to stipulate sufficient security for the fulfillment of the client's payment obligations before commencing execution of the agreement or continuing the agreement. In the event of any default, the client shall be obliged to provide adequate security, including pledging, for the fulfilment of the payment obligations, to the satisfaction of Looije Packing.
9. The security offered shall be such that the claim with any interest and costs thereon is properly secured.
10. If the client fails or will fail to meet its obligation to take delivery of the goods at the agreed place of delivery on time, Looije Packing is authorized to store these goods at the expense and risk of the client or to sell them in a suitable manner and to recover the amount owed to it from the proceeds, provided that it has requested the client to take delivery of the goods within 5 working days. Looije Packing is authorised to pay the surplus payable to the client by offsetting, even during the client's moratorium or bankruptcy.

ARTICLE 14: DISSOLUTION AND LIABILITY OF CLIENT

1. If the client fails to meet any obligation to Looije Packing, fails to do so properly or on time, arranges a debt settlement with its creditors, applies for suspension of payment or undergoes a similar procedure, is declared bankrupt, closes or transfers its company and dies or is

placed under guardianship or, if it is a company, is dissolved, as well as if an execution is levied on its charge he will be deemed to be in default by operation of law and Looije Packing will have the right, without notice of default or legal intervention, to suspend performance of the agreement or to rescind the agreement in whole or in part or to have it terminated by giving notice, such as at Looije Packing's discretion, without Looije Packing being liable for any compensation or guarantee, but without prejudice to Looije Packing's other rights.

2. If Looije Packing suspends execution of the agreement and still executes it later, the client is obliged to compensate Looije Packing for the damage it has suffered.
3. If Looije Packing cancels the agreement, the client or its legal successor will be liable for all damage suffered by Looije Packing, including loss of profit, incurred losses, product damage, costs and interest, transport costs, lost or paid commission, judicial and extrajudicial costs, as well as all further costs directly or indirectly related to the sale.
4. Every claim that Looije Packing will become immediately payable in the event of an attributable failure on the part of the client.

ARTICLE 15: INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

1. Looije Packing expressly reserves any intellectual and/or industrial property rights (trademarks) in connection with products delivered by it.
2. Items delivered to Looije Packing may not infringe any patent, license, copyright, breeders' rights, registered drawing or design, trademark or trade name. The supplier indemnifies Looije Packing and its client against all such claims and irrevocably undertakes to compensate all damage caused by them.

ARTICLE 16: APPLICABLE LAW

1. All agreements concluded with Looije

Packing shall be governed exclusively by Dutch law.

2. The Dutch text is normative. For transactions with foreign countries, the applicability of the so-called 'Uniform Sales Laws' is expressly excluded and the 'Vienna Sales Convention' will apply, with the exception of articles 39, 50 and 52 of that convention.

ARTICLE 17 : DISPUTES

1. All disputes arising from agreements concluded with Looije Packing, including claims for payment of overdue amounts, will be adjudicated to the exclusion of any other body by the competent court in the place of establishment of Looije Packing.
2. The parties may, notwithstanding the provisions of paragraph 1, agree in writing to have the dispute settled by another body.

