

General Terms and Conditions

FRUITSOLUTE B.V.

1. Definitions

- 1.1 Agreement: all Agreements that are concluded between FRUITSOLUTE and the Customer, including all modifications and additions thereto as well as all (legal) acts performed in preparation and in implementation of such Agreement.
- 1.2 Customer: all (legal) persons that have entered into an Agreement with FRUITSOLUTE, or to which FRUITSOLUTE gives a quotation and/or makes an offer, as well as their representative(s), authorized agent(s), legal successor(s) and heirs;
- 1.3 Order: The verbal or written notification from the Customer that he wishes to conclude an Agreement with FRUITSOLUTE, whether or not based on an offer made by FRUITSOLUTE or a quotation given by FRUITSOLUTE.
- 1.4 The term 'in writing' is understood to include 'by email' and other written messages and statements exchanged in digital form in the context of a system or application commonly used by the parties.
- 1.5 The term 'to process' is taken to mean ripening, sorting and packaging and other processing of products by FRUITSOLUTE.

2. Applicability

- 2.1 These general terms and conditions apply to all quotations and offers made by FRUITSOLUTE to Customer and to all agreements concluded between FRUITSOLUTE and Customer.
- 2.2 The general terms and conditions used by Customer do not apply.
- 2.3 Deviations of these general terms and conditions shall only apply if agreed to explicitly in writing. A deviation only applies on an individual basis and does not affect the validity of other conditions.

3. Offers, quotations and prices

- 3.1 All amounts stated in quotations, offers, Orders and Agreements, are in euros, unless parties have agreed otherwise. Furthermore, all amounts mentioned are exclusive of Value Added Tax (VAT), transport and shipping costs, import and export duties and excise duties.
- 3.2 Every offer or quotation made by FRUITSOLUTE is entirely without obligation. FRUITSOLUTE reserves the right to revoke offers and quotations without reason, even if they contain a term for acceptance.
- 3.3 Unless specified otherwise in an offer or quotation, offers and quotations are valid for one week. No rights can be derived from them after that date.
- 3.4 The prices mentioned in offers, quotations and Agreements do not automatically apply to future Agreements. FRUITSOLUTE has the right to adjust its prices for new Agreements or extensions of existing Agreements.
- 3.5 If the parties have not agreed to a price or if it cannot be determined which price the parties have agreed to, Customer owes a reasonable price to FRUITSOLUTE,

based on the prices usually stipulated by FRUITSOLUTE at the time of concluding of the Agreement.

- 3.6 All images, descriptions, dimensions, colours, weights etcetera provided by FRUITSOLUTE are only intended to give a general idea of the products and services offered by FRUITSOLUTE. All offers and quotations by FRUITSOLUTE are made to the best of its knowledge and with the most care. Small or unimportant deviations from the information provided by FRUITSOLUTE are accepted by the Customer and will not constitute a reason for compensation and/or dissolution of the Agreement.
- 3.7 FRUITSOLUTE may assume the correctness of any information provided by the Customer with regard to its request for quotation. FRUITSOLUTE is not obliged to examine the information for correctness and cannot be held liable in this respect.
- 3.8 The Customer is responsible for ensuring that the result of the services provided by FRUITSOLUTE (amongst others ripening, packaging, labelling) will comply to the regulations applicable in the country of destination and will instruct FRUITSOLUTE accordingly. Compliance of the products with government regulations is entirely for risk of the Customer.

4. Conclusion of Agreement

- 4.1 An Agreement is only concluded when FRUITSOLUTE has confirmed the Order of the Customer in writing or if FRUITSOLUTE executes the Order.
- 4.2 Changes, additions and extensions to the Agreement are only binding if they have been agreed in writing.
- 4.3 All legal acts, instructions and conduct of officers or employees of the Customer in the context of an Agreement are deemed to have been performed on behalf of the Customer and will bind the Customer. The Customer cannot invoke lack of authorization of its officers or employees.
- 4.4 The Customer is only entitled to cancel an Order if FRUITSOLUTE has not confirmed the Order of the Customer in writing and if FRUITSOLUTE has not yet started with the execution of the Order. If case of cancellation of an Order based on this clause, the Customer owes a compensation of 30% of the value of the Order to FRUITSOLUTE.

5. Receipt of products by FRUITSOLUTE

- 5.1 This article applies if according to the Agreement, FRUITSOLUTE will process products possessed by the Customer.
- 5.2 The Customer is obliged hand over the products to be processed to FRUITSOLUTE at the date and time stipulated in the Agreement. If the Customer is late in handing over the products, FRUITSOLUTE is entitled to dissolve the Agreement without notice of default. In that event, the Customer will be liable for damages suffered by FRUITSOLUTE.
- 5.3 If based on Dutch law, an inspection or quality check of the products to be processed or stored is required, FRUITSOLUTE will commission a third party to carry out this inspection or quality check, the costs of which will fall to the account of the Customer. If the Customer has any recent inspection reports of the products

available, he will provide FRUITSOLUTE with a copy of those reports at the time the products are handed over to FRUITSOLUTE.

- 5.4 The packaging of the products handed over to FRUITSOLUTE will be disposed of by FRUITSOLUTE. Unless otherwise agreed, the costs of disposal will be borne by the Customer.

6. Ripening services

- 6.1 This article applies if the Agreement contains ripening services to be carried out by FRUITSOLUTE.
- 6.2 The Customer is responsible for the quality of the fruits to be ripened. FRUITSOLUTE is not obliged to inspect the fruits before ripening and is not liable for inferior quality of the fruits to be ripened.
- 6.3 The obligation to ripe fruits is always a best efforts obligation, meaning that FRUITSOLUTE will make best efforts to reach the agreed ripening stage of the fruits. The results of the ripening process may vary. Unless the Customer proves that FRUITSOLUTE has not made best efforts in providing the ripening services, FRUITSOLUTE cannot be held liable for the results of the ripening process.

7. Sorting and Packaging of Fruits

- 7.1 This article applies if the Agreement contains sorting and/or packaging services of fruits to be carried out by FRUITSOLUTE.
- 7.2 Unless agreed otherwise, the Customer will provide the packaging materials needed in sufficient amounts and of good quality. The Customer will provide extra material for losses during the packaging process. FRUITSOLUTE is not liable for loss of packaging materials during the process.
- 7.3 The Customer will deliver the packaging materials at FRUITSOLUTE's premises free of charge on the date the parties have agreed to.
- 7.4 Excess packaging materials and fruits that appear to be unsuitable during the sorting process will be returned to the Customer. The costs of returning will fall to the expense of the Customer.

8. Storage

- 8.1 This article applies if the Agreement contains storage services for fruits to be carried out by FRUITSOLUTE.
- 8.2 FRUITSOLUTE undertakes a best efforts obligation to store the fruit at the agreed place, for the agreed time and on the agreed manner.
- 8.3 The Customer warrants that the products to be stored are of acceptable quality. FRUITSOLUTE has the right to inspect the products before storing them.
- 8.4 Article 9 of these general terms and conditions also applies to the return of fruits from storage to the Customer.

9. Delivery

- 9.1 Unless otherwise agreed, the delivery of ripened, sorted, packaged, stored and/or otherwise processed products takes place Ex Works FRUITSOLUTE (as defined in ICC Incoterms 2020) at the date and time stated in the Agreement. From that date

and time risk of the products will fall to the account of the Customer. Customer is obliged to take the products in receipt at the agreed date and time.

- 9.2 Customer may be requested by FRUITSOLUTE to sign an acknowledgement of receipt of the products.
- 9.3 In the event of defects in delivery or visible damage to the packaging or the products themselves, the Customer must object on delivery and make a reservation on the acknowledgement of receipt, under penalty of loss of the right to claim.
- 9.4 The delivery times stated by FRUITSOLUTE are indicative and can never be regarded as deadlines. Delivery delays will not give Customer the right to terminate the Agreement or to any compensation.

10. Acceptance and complaints

- 10.1 The Customer is obliged to inspect the products mentioned in clause 9.1 immediately upon delivery for quality, shortcomings and/or damage. Complaints about the products as well as about packaging have to be mentioned on the acknowledgement of receipt.
- 10.2 Complaints about defects that reasonably were not observable at the date and time of delivery have to be submitted to FRUITSOLUTE within 24 hours after delivery under penalty of forfeiture of any right to claim. FRUITSOLUTE is not liable for defects that were discovered or reported later than 48 hours after delivery.
- 10.3 Complaints must be delivered in writing, with a clear and detailed description of the defects and photos of the fruits on which the label is visible. The Customer is obliged to give FRUITSOLUTE the opportunity to inspect the products and to form an independent opinion on the complaint.
- 10.4 In case of minor deviations in properties such as size, quality, colour and/or spoilage of less than 10% of the total amount mentioned in the Agreement per deviation, the products delivered are deemed to comply with the Agreement.
- 10.5 With regard to quality and quantity defects, the departure weight is decisive. Any customary commercial travel loss shall be borne by the Customer.

11. Billing and payment

- 11.1 The Customer must pay the entire amount due by crediting the designated bank account of FRUITSOLUTE within 30 days of the invoice date.
- 11.2 In the event of late payment, the Customer will be in default immediately without further notice of default being required. In that case Customer will owe a default interest of 2% per month on the outstanding sum, without prejudice to other rights of FRUITSOLUTE, such as the right to compensation for extrajudicial and judicial costs.
- 11.3 Extrajudicial costs as mentioned in article 6:96 of the Dutch Civil Code will be owed without a notice of default being required if the payment term is exceeded.
- 11.4 The Customer is not allowed to set off any due amounts against counterclaims put forward by the Customer against FRUITSOLUTE. Customer is not allowed to suspend payment to FRUITSOLUTE in connection with a counterclaim.

12. Force majeure

- 12.1 In the event of force majeure, FRUITSOLUTE is released from the fulfilment of its obligations under the Agreement, without the Customer being able to assert any right to compensation for costs and damages, directly or indirectly and of whatever nature.
- 12.2 Force majeure on the part of FRUITSOLUTE means any circumstance independent of the will of FRUITSOLUTE, as a result of which the fulfilment of its obligations towards the Customer is wholly or partially impossible or as a result of which FRUITSOLUTE cannot reasonably be expected to fulfil its obligations, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement. These circumstances include strikes, stagnation in the supply of products, calamities at FRUITSOLUTE and/or its suppliers, (civil) war, (natural) disasters, epidemic, blockade or lockdown, riots, fire, other business disturbances and measures from government agencies.

13. Liability

- 13.1 the total liability of FRUITSOLUTE due to acts or omissions by FRUITSOLUTE will be limited to compensation of the direct damage or loss. Direct damage or loss is understood to mean exclusively the loss in value of the products processed, stored or delivered by FRUITSOLUTE due to acts or omissions by FRUITSOLUTE. FRUITSOLUTE is never liable for indirect damages or loss, such as (but not limited to) loss of profits, consequential damages, missed savings and loss of goodwill.
- 13.2 The liability of FRUITSOLUTE will never exceed the amount due by the Customer based on the Agreement for activities carried out by FRUITSOLUTE in the calendar week (Sun-Sat) the event occurred that caused the liability of FRUITSOLUTE.
- 13.3 The Customer will be liable for any damages inflicted to FRUITSOLUTE by the products provided for ripening and/or the packaging thereof and/or any other contents of the packaging of the products (e.g. insects).
- 13.4 The Customer indemnifies FRUITSOLUTE against all claims of whatever nature that third parties may assert against FRUITSOLUTE with regard to any damage to or loss of products processed, stored and/or delivered by FRUITSOLUTE.

14. Termination

- 14.1 Without prejudice to its right to compensation, FRUITSOLUTE is entitled to dissolve the Agreement or to suspend the performance of the Agreement if:
- a. The Customer does not or not timely or properly fulfil any obligation under the Agreement; or
 - b. The Customer has been declared bankrupt or granted a suspension of payment of debts, or a petition for any of the above measures has been filed with the court; or
 - c. The company of the Customer is dissolved, wound up or closed down; or
 - d. FRUITSOLUTE has good reason to fear that the Customer is unable or will be unable to fulfil its obligations under the Agreement and the Customer does not provide FRUITSOLUTE with sufficient security for the fulfilment of its obligations.

14.2 In case the Agreement is terminated or suspended on the grounds mentioned in the previous clause, the Customer will be liable for all damages suffered by FRUITSOLUTE due to the termination or suspension of the Agreement. The Customer is not entitled to any compensation for damages caused by a termination or suspension on the grounds mentioned in the previous clause.

15. Miscellaneous provisions

15.1 If any provision of these general terms and conditions appears to be null and void, solely the provision concerned will not be applicable. In such event, the parties will agree to a new provision that is in line with the intent of the provision that appears to be null and void.

15.2 The Customer expressly accepts that these general terms and conditions will also apply to later Agreements concluded between FRUITSOLUTE and the Customer.

15.3 The Customer is not authorized to transfer or pledge the rights and obligations under the Agreement or ensuing agreements in whole or in part to third parties.

15.4 FRUITSOLUTE is authorized to involve third parties in the execution of the Agreement, without prejudice to its responsibility for the proper fulfilment of the Agreement.

15.5 FRUITSOLUTE is entitled to assign the claims against the Customer arising from the business relationship to third parties at any time.

15.6 FRUITSOLUTE's place of business is the place of performance of the Agreement, unless otherwise agreed.

16. Applicable law and choice of forum

16.1 The legal relationship between FRUITSOLUTE and the Customer is governed by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2 the Court of The Hague has exclusive jurisdiction to hear all disputes ensuing from the Agreement and these general terms and conditions.