

GENERAL TERMS AND CONDITIONS CASAFRUIT B.V.

Article 1: Definitions

The following definitions shall be used in these general terms and conditions ("these terms and conditions"):

- Casafruit:* the private limited company Casafruit B.V., with its registered office in The Hague;
- Buyer:* the Person with whom Casafruit has concluded an Agreement or with whom Casafruit is negotiating an Agreement;
- Parties:* Casafruit and the Buyer;
- Agreement:* any agreement between the Parties, regardless of whether this is a framework agreement or an individual agreement, under which (a) Casafruit delivers goods to the Buyer in exchange for the payment of a price in money and/or (b) Casafruit provides services to the Buyer and/or (c) Casafruit delivers any other performance to the Buyer, any amendment or addition to this agreement and any factual and legal acts in preparation and in execution of this agreement, including offers from Casafruit;
- Products:* all goods and/or services and/or other performances being the subject of an Agreement;
- Person:* natural or legal person or company without legal personality.

In these terms and conditions, "written" or "in writing" also means: by fax and by email.

Article 2: General

1. These terms and conditions shall - to the express exclusion of all other general terms and conditions - apply to all Agreements. If Casafruit does not require strict compliance with these terms and conditions in any specific case, this shall not cause Casafruit to lose its right to require strict compliance with these terms and conditions in future cases, whether similar or not. Provisions deviating from these terms and conditions shall only be binding if agreed in writing and shall only apply to that specific case.
2. All provisions in these terms and conditions have not only been made for Casafruit's benefit, but also for the benefit of its directors and shareholders (including its indirect directors and shareholders) and all Persons working for Casafruit or engaged by Casafruit in the execution of an Agreement, as well as all Persons for whose actions and omissions Casafruit could be liable.
3. If one or more provisions of these terms and conditions and/or an Agreement are null and void or declared void by judicial decision, the other provisions of these terms and conditions and the Agreement shall continue to apply. The provisions that are null and void or declared void shall be replaced with valid provisions that differ as little as possible from the original provisions in light of the purpose and purport of these terms and conditions and the Agreement.
4. These terms and conditions shall be available in various languages. In the event of any discrepancy as to the contents or purport of these terms and conditions, the Dutch text shall prevail.
5. Casafruit shall at all times be entitled to modify these terms and conditions.

Article 3: Offers, Agreements

1. All information and specifications issued with offers from Casafruit shall always be only approximations. Deviations up to 10% shall be permitted as a matter of course.

2. All offers from Casafruit shall be free of obligation. Casafruit shall be entitled to revoke its offer within 3 working days of receipt of the Buyer's acceptance.
3. Any acceptance by the Buyer that, whether or not on subordinate points, deviates from Casafruit's offer, shall in any case be considered a rejection of this offer and a new offer from the Buyer. An Agreement shall only be concluded in accordance with this new offer following Casafruit's written acceptance.
4. An Agreement shall be concluded at the time when:
 - (a) 3 working days have passed after Casafruit has received acceptance from the Buyer and Casafruit has not revoked its offer during this period, or
 - (b) Casafruit has confirmed the Agreement in writing, or
 - (c) Casafruit has commenced the execution of the Agreement.
5. Casafruit shall not be obliged to keep an offer and/or to fulfil an Agreement for a stated price if this price is based on a printing and/or a written error.
6. All Agreements for the delivery of agricultural Products by Casafruit shall be subject to harvest results. If, due to a disappointing harvest in terms of volume and/or quality of agricultural Products or due to the Products being rejected by the competent authorities, fewer Products are available than could reasonably be expected upon entering into the Agreement, Casafruit shall be entitled to reduce the sold quantities accordingly. Casafruit shall have fulfilled its obligation to deliver by delivering the quantities thus reduced. In this case, Casafruit shall not be obliged to deliver any replacement agricultural Products, nor shall it be responsible for any damage whatsoever.
7. The Buyer shall not be allowed to transfer an Agreement or one or more of its rights and/or obligations under an Agreement without Casafruit's prior written approval. This prohibition does not only have effect under the law of obligations, but also under property law (as described in Section 3:83, subsection 2 of the Dutch Civil Code).

Article 4: Prices

1. Unless the Parties have agreed otherwise in writing, the prices shall be in euros.
2. The prices shall be exclusive of value added tax and other taxes and levies and exclusive of transport costs.
3. The prices shall be based upon cost price-determining factors at the time of concluding the Agreement. If a change occurs in these factors after the Agreement has been concluded but before the Products have been delivered without Casafruit being reasonably able to influence this, Casafruit shall be entitled to charge the resulting costs to the Buyer.

Article 5: Conformity, delivery times, delivery and risk

1. The conformity of the Products shall be assessed on the basis of the legislation and regulations in force in the Netherlands at the time of delivery. Unless the Parties have agreed otherwise in writing, Casafruit shall not be obliged to take account of any other legislation and regulations.
2. The delivery times stated by Casafruit shall always be approximations and never be considered final deadlines.
3. Unless the Parties have agreed otherwise in writing, the Products sold by Casafruit shall be delivered ex warehouse (Ex Works). The term "Ex-Works" shall be construed in accordance with the latest version of the Incoterms.
4. If the Parties agree that Casafruit is to store Products for the Buyer on either Casafruit's premises or on those of a third party and these Products have not yet been delivered to the Buyer, the Products shall be considered to have been delivered at the moment of storage. Casafruit shall never be obliged to insure the sold Products for the duration of the storage.
5. Casafruit shall be entitled, but never obliged, to deliver the sold Products in batches and to invoice each batch separately.

6. The Buyer shall be obliged to accept the purchased Products. The obligation to accept the Products shall consist: a) in doing all the acts that can reasonably be expected of the Buyer in order to enable Casafruit to carry out the delivery and b) in taking over the Products. If the Products have not been accepted within 6 hours after having been made available to the Buyer, the Buyer shall be in default without any notice of default being required and Casafruit shall be entitled to terminate the Agreement and claim compensation from the Buyer, without prejudice to its other rights, including the right to store the Products at the Buyer's expense and risk.

Article 6: Inspection and complaints

1. Immediately following delivery of the Products - and therefore prior to the transport - the Buyer shall be obliged to inspect, or have inspected, the Products, which in these terms and conditions shall be taken to mean that the Buyer shall thoroughly and accurately investigate, or have investigated, whether the Products correspond to the Agreement in every way and in particular:
 - (a) whether the correct Products have been delivered;
 - (b) whether the delivered Products both externally and internally meet the quality requirements which may be set for normal use and/or for commercial purposes; and
 - (c) whether the delivered Products correspond to what the Parties agreed as regards quantity (number, amount, weight).With a view to the investigation of the internal quality of the Products, the Buyer shall on a random basis cut, or have cut, the Products and check these, or have these checked, for the presence of components not inherent in the product and other defects.

The Buyer shall be obliged to accept the delivery in full for a proportionate price reduction in case of short deliveries up to 10% of the total quantity.
2. Any complaints regarding the quantity delivered and regarding visible defects, which shall also be taken to mean internal defects that during the inspection referred to in paragraph 1 of this article were discovered or reasonably should have been discovered, shall, on pain of forfeiture of all rights, be reported to Casafruit immediately after this inspection - and therefore prior to the transport - and then within 4 hours be confirmed in writing stating precisely the nature of the shortcoming.
3. Any complaints regarding possible invisible defects shall, on pain of forfeiture of all rights, be reported to Casafruit in writing stating precisely the nature of the defects immediately after these defects were discovered or reasonably should have been discovered, but no later than within 8 hours after the delivery and in any case prior to the (re)sale and delivery by the Buyer and/or further transport by or by order of the Buyer.
4. Complaints regarding slight and/or customary and/or technically inevitable deviations in quality, size, weight, colour, quantity and suchlike, as well as complaints regarding processed Products, shall not be admissible.
5. If Casafruit does not accept the Buyer's complaint within 4 hours, the Buyer shall, on pain of forfeiture of all rights, be obliged to have a certified expert carry out an independent assessment within 12 hours. Both deadlines stated in this paragraph shall commence at 07.00 (local time at Casafruit's place of business) on the working day following the day on which the Buyer submitted the complaint. The Buyer shall give Casafruit the opportunity of being present or represented during the assessment. Casafruit shall be entitled to have a second assessment carried out.
6. The Buyer shall provide all necessary assistance for the investigation of the complaint. The Buyer's complaint shall not be admissible if it fails to provide assistance or if the investigation is otherwise not or no longer possible.

7. If the Buyer's complaint is founded, also taking into account the provisions in this article, Casafruit shall, after consultation with the Buyer, ensure delivery of the missing Products, repair or replacement of the delivered Products or adjustment of the price. Casafruit shall have no further obligation or liability. Casafruit's written approval shall be required for full or partial termination of the Agreement including a price reduction.
8. The Buyer shall at all times as a careful debtor ensure the preservation of the Products.
9. The Buyer shall not be free to return the Products until Casafruit has agreed with this in writing. If Casafruit puts the returned Products into storage or take these in by different means, this shall be for the Buyer's expense and risk. Such measures shall never constitute approval or acceptance of returns.
10. Any violation of the Buyer's obligation to inspect and to complain shall always result in the forfeiture of all rights, regardless of whether the said violation harms Casafruit in concrete interests or not.
11. If the Buyer violates its obligation to inspect and to complain and Casafruit nevertheless deals with a complaint, Casafruit shall do so without prejudice to any of its rights and Casafruit's efforts shall be considered a courtesy without implying acceptance of any obligation or liability.
12. If a complaint turns out to be unfounded, the internal and external costs incurred by Casafruit in dealing with the complaint shall be borne by the Buyer.
13. Any legal action shall, on pain of forfeiture of all rights, be instituted no later than one year after the timely reporting of a complaint.

Article 7: Retention of title

1. Casafruit shall retain the right of ownership of all the delivered Products until the purchase price has been paid in full. The retention of title shall also apply to the other claims stated in article 3:92, paragraph 2 of the Dutch Civil Code that Casafruit has or shall acquire against the Buyer.
2. As long as the ownership of the Products has not passed to the Buyer, the latter shall without Casafruit's prior written approval not be allowed to pledge the Products or grant a third party any other right on these. This prohibition does not only have effect under the law of obligations, but also under property law (as described in Section 3:83, subsection 2 in conjunction with Section 3:98 of the Dutch Civil Code). The Buyer shall, however, be allowed to sell and transfer to third parties the Products delivered under retention of title in the context of the normal running of its business, on the understanding that, if the Products are resold, the Buyer shall be obliged to stipulate a retention of title based on the provisions of this article. The Buyer shall without Casafruit's prior written approval not be allowed to assign or pledge claims that it has or shall acquire against its customers or to transfer or encumber these claims under any other title whatsoever. This prohibition does not only have effect under the law of obligations, but also under property law (as described in Section 3:83, subsection 2 in conjunction with Section 3:98 of the Dutch Civil Code). The Buyer undertakes to pledge to Casafruit, on Casafruit's first request and in the manner provided for in article 3:239 of the Dutch Civil Code, any claims against its customers as an additional security for the fulfilment of its obligations towards Casafruit on whatever basis.
3. If the Buyer fails in the fulfilment of one or more of its obligations or Casafruit has good reason to fear that the Buyer shall do so, Casafruit shall be entitled to take back the Products delivered under retention of title. The Buyer shall provide any assistance in this. The Buyer shall renounce in advance any rights of retention regarding the Products and shall refrain from having the Products seized. After the Products have been taken back, the Buyer shall be credited for the market value, which shall in no case exceed the original purchase price, minus

the costs in connection with taking back the Products and any other damage that Casafruit sustains.

4. If the country of destination of the purchased Products allows more far-reaching possibilities with regard to the retention of title over and above those stipulated in the previous paragraphs of this article, the Parties accept that these further possibilities shall be deemed to have been stipulated for the benefit of Casafruit on the understanding that if it cannot be objectively established what these further rules are, those stated in the previous paragraphs of this article shall continue to apply.

5. If the Buyer has its place of business in Germany and/or the Products are destined for Germany, the following extended and extensive retention of title under German law shall apply whereby Casafruit shall be referred to as "wir" and the Buyer as "Käufer":

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer zustehen.

Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt: a) Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren. b) Verbleibt ein von Eigentumsvorhalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Käufer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.

Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären.

Übersteigt der Wert der uns eingeräumten Sicherheiten unsere Forderungen um mehr als 10%, so werden wir auf Verlangen des Käufers insoweit Sicherheiten nach unserer Wahl freigeben. Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

Article 8: Payment

1. Casafruit's invoices shall be paid within the period stated on the invoices. Payment shall be made unconditionally, without suspension, discount or offsetting for whatever reason. The

- Buyer shall refrain from imposing an attachment on its own assets in respect of a counterclaim against Casafruit (in Dutch: "eigenbeslag").
2. The Buyer shall be in default by the expiry of the payment term without any notice of default being required. If the Buyer is in default of making any payment, all claims of Casafruit against the Buyer shall be fully and immediately due and payable. The Buyer shall be liable to pay default interest at 1% per month or part of a month during its period of default in paying outstanding debts.
 3. All internal and external costs incurred by Casafruit in connection with the collection of invoices and/or the assessment of damage and liability and/or the collection of compensation, including but not limited to the costs actually incurred by Casafruit for lawyers, bailiffs, experts and translators, shall be borne by the Buyer.
 4. The extra-judicial collection costs payable by the Buyer shall be at least 15% on the first € 5,000.00 (with a minimum of € 250.00), 10% on the excess up to € 10,000.00, 8% on the excess up to € 20,000.00, 5% on the excess up to € 60,000.00 and 3% on the excess above € 60,000.00.
 5. Payments made by or for the Buyer shall, regardless of the indicated order for the imputation, be first applied against the costs (including but not limited to the extra-judicial collection costs), then against the accrued interest and finally against the principal and the interest accruing.
 6. On Casafruit's request, which can be made both prior to and during the execution of the Agreement, the Buyer shall make a full or partial advance payment or, alternatively, provide for its own account sufficient security for the fulfilment of its obligations. The expression "sufficient security" shall in any case mean a bank guarantee payable on first demand, issued by a reputable Dutch bank and totalling 110% of the amounts payable by the Buyer (100% of these amounts plus a 10% surcharge for interest).
 7. Casafruit shall be entitled at all times to offset any amounts that it owes the Buyer or any of its affiliated Persons ("the Buyer et al."), for whatever reason, against the amounts that Casafruit or any of its affiliated Persons ("Casafruit et al.") claim from the Buyer et al. The entitlement to offset within the meaning of this paragraph shall also apply if the payment of the claims is not yet enforceable and if the performance Casafruit et al. can claim does not correspond to its debt.

Article 9: Intellectual and industrial property

1. All rights of intellectual and industrial property concerning the Products and their packaging and packaging materials, all in the broadest sense, exclusively belong to Casafruit and its licensors.
2. For each violation of any right 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 or part of a day that the violation continues. This penalty clause does not prejudice Casafruit's other rights, including but not limited to its right to compensation due by law.

Article 10: Suspension, termination

1. Without prejudice to its other rights under the law and/or the Agreement and/or these terms and conditions, Casafruit shall be entitled to suspend its obligations or, without this requiring any notice of default or judicial intervention, to terminate all or part of the Agreement by means of written notification to the Buyer if:
 - (a) the Buyer fails to comply on time or properly with any obligation under the Agreement;
 - (b) Casafruit has good reason to believe that the Buyer will fall short in fulfilling one or more of its obligations;
 - (c) the Buyer has been declared bankrupt or is the subject of bankruptcy proceedings;

- (d) the Buyer has been granted suspension of payments, whether provisional or not, or has applied for suspension of payments;
 - (e) the Buyer is subject to a statutory debt restructuring programme or if this has been requested;
 - (f) the Buyer's business is being liquidated; or
 - (g) the Buyer's goods are subject to an executory attachment or a prejudgment attachment which has not been lifted within one month of the date of attachment.
2. If, pursuant to both the law and the Agreement and these terms and conditions, the Buyer's default only starts after it has been given notice of default, Casafruit, in the case provided for in paragraph 1 under (a) of this article, shall not terminate all or part of the Agreement until it has sent the Buyer a written warning stating a reasonable period for compliance and the Buyer has failed to comply during this period.
 3. In case it terminates all or part of the Agreement, Casafruit shall not be liable for compensation and all its claims against the Buyer shall be payable immediately and in full.

Article 11: Force majeure

1. The following shall be considered "force majeure" (a non-attributable shortcoming) for the purpose of these terms and conditions: any circumstance not subjectively attributable to a fault of Casafruit making it impossible or practically too problematic for Casafruit to fulfil or to continue fulfilling its obligation or part thereof, including but expressly not limited to complete or partial harvest failures, plant diseases, vermin infestation, force majeure and/or breach of contract ("attributable non-performance") and/or unlawful actions on the part of Casafruit's suppliers or carriers or by other third parties involved in implementing the Agreement, abnormal weather conditions, frost, storm damage and other damage caused by natural disasters, strikes, transport difficulties, epidemics, fire, theft, war and danger of war, terrorism and threat of terrorism, as well as Government measures such as import, export and transit bans, levies, import duties and quota systems.
2. In the event of force majeure, Casafruit shall be entitled to suspend the fulfilment of its obligation or part thereof without the Buyer being entitled to demand fulfilment or compensation. If the period of force majeure exceeds 2 months, each Party shall be entitled to terminate all or part of the Agreement without being liable for compensation, on the understanding that Casafruit shall still be entitled to a proportionate part of the price if it fulfils part of its obligation before or after the occurrence of force majeure. Casafruit shall also be entitled to invoke force majeure if this occurs after it should have fulfilled its obligation.

Article 12: Liability and indemnity

1. Without prejudice to the aforementioned provisions in these terms and conditions, the following rules shall apply regarding Casafruit's liability for damage sustained by the Buyer and/or third parties and regarding the indemnity of Casafruit by the Buyer.
2. Casafruit's overall liability for whatever reason per occurrence, with a series of connected incidents counting as one incident, shall be limited to the net invoiced amount of the Products in question, namely the price excluding value added tax and other taxes and charges and excluding transport costs, with a maximum of € 5,000.
3. Casafruit shall only be obliged to compensate damage to persons and property. Casafruit shall therefore not be liable for - and the Buyer shall be required to insure itself against - among other things indirect damage, consequential damage, trading losses, business interruption losses, loss of profits, lost savings, loss due to claims from the Buyer's customers, loss of customers, reduced goodwill and damaged reputation.

4. Without prejudice to the aforementioned provisions in this article, Casafruit's liability for Products that it purchased from third parties shall not exceed the liability of these third parties towards Casafruit.
5. Casafruit shall not be liable for any shortcomings of third parties that it engages for carrying out an Agreement.
6. Insofar as fulfilment by Casafruit is not permanently impossible, Casafruit shall only be liable for an attributable shortcoming in fulfilling an obligation if the Buyer has declared Casafruit to be in default without delay and in writing stating precisely the nature of the shortcoming and has set a reasonable deadline to remedy the shortcoming and Casafruit also remains in attributable default in fulfilling its obligation after expiry of this deadline.
7. A condition for the right to compensation shall at all times be that the Buyer informs Casafruit of the damage in writing without delay, but no later than 14 days after the Buyer has become aware or should reasonably have become aware of the damage.
8. Any legal action shall, on pain of forfeiture of all rights, be instituted no later than one year after the timely reporting of the damage.
9. The Buyer shall indemnify Casafruit against any type of liability that may rest on Casafruit vis-à-vis third parties with respect to Products that Casafruit has delivered or shall deliver. The Buyer shall reimburse Casafruit for the reasonable costs of defending against third-party claims.
10. Casafruit shall refrain from invoking any limitation of its liability and the Buyer shall not be obliged to indemnify Casafruit insofar as the damage results directly from wilful intent or deliberate recklessness on the part of Casafruit or its management executives.
11. The aforementioned rules shall not apply insofar as provisions of mandatory law prevent this.

Article 13: Applicable law, disputes, litigation and arbitration costs

1. Without prejudice to the provisions of article 7, paragraphs 4 and 5 of these terms and conditions, the legal relationship between the Parties shall be governed by Dutch law with the inclusion of the Vienna Convention on Contracts for the International Sale of Goods.
2. Except where this is opposed by mandatory law, all disputes that may arise between the Parties in relation to or in connection with an Agreement and/or these terms and conditions shall in the first instance be settled exclusively by the Court of The Hague (proceedings on the merits) or the Preliminary Relief Judge of the Court of The Hague (summary proceedings and other preliminary relief), without prejudice to Casafruit's right to submit such a dispute to any other competent court.
3. Without prejudice to paragraph 2 of this article, Casafruit shall be entitled at all times to have a dispute as described there settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The arbitral tribunal shall be composed of one arbitrator. The place of arbitration and the place of the hearing(s) shall be Rotterdam. The arbitral procedure shall be conducted in the English language. The arbitral tribunal shall make its award in accordance with the rules of law.
4. The costs relating to legal and arbitral proceedings, including but not limited to the costs actually incurred by Casafruit for lawyers, bailiffs, experts and translators, shall be borne in full by the Buyer if it is judged to be entirely or mainly in the wrong.