



TERMS AND CONDITIONS OF PURCHASE OF VEGETABLES AND FRUIT of Veggie House B.V.

1. Definitions

In these terms and conditions of purchase for vegetables, fruit and potatoes (hereinafter referred to as the: "terms and conditions of purchase") the following terms have the following meanings: Veggie House: the private limited company Veggie House B.V., with its registered office in Borger, the Netherlands. Supplier: the natural or legal person with whom the agreement for the delivery of a product has been or will be concluded. Parties: Veggie House and Supplier jointly, Party: Veggie House or Supplier separately.

2. Applicability

These terms and conditions of purchase apply to the purchase of vegetables, fruit and potatoes between Veggie House and Supplier when they have been made known to the Supplier before or at the conclusion of an agreement between them, except to the extent that a deviation therefrom has been agreed upon in writing. Veggie House reserves the right to unilaterally amend these terms and conditions of purchase. The amended terms and conditions of purchase take effect at the moment the Supplier has had a reasonable opportunity to take note of them.

3. Other terms and conditions

The applicability of terms and conditions of the Supplier is explicitly excluded, unless Veggie House and the Supplier have agreed otherwise and this has been confirmed in writing by Veggie House.

4. Conflicting clauses

Insofar as the application of any clause from these terms and conditions of purchase would conflict with any clause in a written agreement – not being terms and conditions – between Veggie House and the Supplier, that clause will not apply but the other clauses of these terms and conditions of purchase will remain in full force.

5. Formation of an Agreement

5.1 An order is defined as a written document, issued by Veggie House, containing an expression of their will regarding delivery by the Supplier. This order may constitute an acceptance of a quotation by the Supplier, but will constitute an offer by Veggie House if this order deviates from the quotation or if Veggie House places an order without a prior quotation by the Supplier.

5.2 A quotation is an offer from the Supplier.

5.3 An order confirmation is an acceptance by the Supplier of the order placed by Veggie House. A deviating order confirmation from the Supplier constitutes an offer from the Supplier.

6. Prices

The agreed prices are fixed, denominated in euros, excluding VAT, but including costs for packaging, insurance, loading and unloading.

7. Change

7.1 Veggie House is authorised to require that the size and/or the quality of the goods to be delivered are changed. The nature and/or size of the services to be provided by the Supplier can also be changed by Veggie House.

7.2 If, in the opinion of the Supplier, this has consequences for the agreed price and/or quantity and/or delivery time, before implementing the change the Supplier will inform Veggie House thereof in writing as soon as possible, but no later than 2 days after notification of the requested change. If these consequences for the price and/or the delivery time in the opinion of Veggie House are unreasonable, Veggie House and Supplier will enter into consultation on this matter. If this consultation does not lead to consensus, Veggie House reserves the right to terminate the agreement. Veggie House is then obliged, however, to reasonably reimburse costs already incurred by the Supplier.

7.3 Changes are agreed upon in writing. The Supplier may not make or carry out any changes without a written order or written consent from Veggie House.

8. Quality

8.1 The Supplier guarantees that the delivered goods comply with the agreement, that they meet the quality, requirements and specifications stated therein and that the goods are free of defects.

8.2 When purchasing on the basis of a sample, the Supplier guarantees that the quality and properties of the delivered goods are of equal quality and equal properties as the sample.

8.3 The Supplier warrants that the delivered goods and/or services comply with all applicable laws, decrees and other government-issued regulations at the time of delivery.



8.4 The Supplier must be at least GlobalGAP and GRASP certified for the delivered goods and hold a valid certificate.

8.5 The Supplier also warrants with respect to the delivered goods:

- a. that only legally permitted plant protection products have been used in the country of production and that the goods do not contain any residues or traces of products not permitted for cultivation in the country of production;
- b. that the goods comply with the Maximum Residue Limits in accordance with the EC Regulation 396/2005 and with the maximum limits for contaminants in accordance with the EC Regulation 1881/2006, as well as with additional regulations to the aforementioned regulations;
- c. that an up-to-date and complete record of plant protection products used has been kept and that the Supplier can submit this digitally within 4 hours upon Veggie House's request;
- d. that all outer packaging and consumer packaging is marked in such a way that traceability is guaranteed down to the grower/plot level;
- e. that packaging materials do not pose a risk to food safety, in accordance with the EC Regulation 1935/2004 and any other applicable regulations;
- f. that they are not genetically modified products and/or products that have undergone ionizing irradiation;
- g. that they comply with the relevant legislation regarding allergens;
- h. that if wood is used for pallets and/or packaging on which and/or in which the goods are delivered, this wood has been treated in accordance with the applicable international and national regulations;
- i. that the Supplier will immediately inform Veggie House if the products delivered or yet to be delivered do not meet the above-mentioned requirements, as well as in the event of calamities.

8.6 The Supplier warrants that the delivered goods are not harmful to humans and the environment under normal use.

8.7 When performing services for Veggie House, the Supplier will collect any waste that is released or have it collected and process it or have it processed according to the applicable standards. The Supplier warrants that all food safety rules will be observed which will be made known on site on notice boards or otherwise.

8.8 By delivering the agreed goods, the Supplier declares that it agrees with the contents of the supplier's declaration sent to it in advance by Veggie House.

9. Packaging

9.1 The goods must be properly packed and loaded on LPR pallets, EPS pallets, EU/Euro pallets, Düsseldorfer pallets or one-way DPA pallets and must reach their destination in good condition after normal transport. The packaging must also be suitable for storage. If and to the extent that the Supplier has not packed the goods properly, Veggie House has the right to return these goods. The Supplier is liable for damage caused by insufficient or incorrect packaging.

9.2 Insofar as the goods are delivered at Veggie House's request in packaging materials bearing Veggie House-specific printing, e.g. bearing brands or logos owned by Veggie House, such packaging materials must be obtained through Veggie House.

9.3 Veggie House is authorised to return the packaging materials and pallets to the Supplier at any time. Return of packaging materials takes place at the expense and risk of the Supplier to the address communicated by the Supplier to Veggie House. If the Supplier has not provided Veggie House with an address for returns, Veggie House will return the packaging materials and pallets to the nearest business address of the Supplier.

9.4 If Veggie House provides the Supplier with instructions regarding the method of packaging, the Supplier is obliged to follow these instructions.

10. Delivery

10.1 Unless the Parties agree otherwise in writing, the agreed delivery time is a final deadline. If the Supplier fails to deliver on time, it is therefore in default by operation of law and without notice of default.

10.2 Unless the Parties agree otherwise in writing, delivery takes place based on free domicile delivery at the agreed Veggie House location.

10.3 As soon as the Supplier knows or should know that it will fail to fulfil the agreement in time or correctly, it must inform Veggie House of this orally and in writing as soon as possible, but no later than within 12 hours, stating the reasons.



10.4 The Supplier is liable for damage incurred by Veggie House and its customers resulting from non-delivery or late delivery by the Supplier.

10.5 Upon every acceptance of a delivery Veggie House is deemed to have made a reservation with regard to the quality and content of the delivery. If the delivered goods do not comply with the agreement, Veggie House has the rights mentioned in art. 12.4, under a, b and c.

11. Transfer of ownership

Ownership of the goods is transferred from the Supplier to Veggie House at the time of delivery as referred to in art. 10. Until such time as ownership is transferred, the Supplier retains the goods at his own risk and expense.

12. Inspection and consequences of rejection

12.1 Veggie House, or a third party designated by it, has the right to subject the goods to inspection before, during and after delivery. The Supplier will cooperate in this, including by granting access to the storage location of the goods and providing access to the documents required for inspection.

12.2 If before or during delivery the delivered goods do not comply with the agreement and are therefore rejected, Veggie House will notify the Supplier. The Supplier is then obliged to take the necessary measures to still comply with the agreement.

12.3 If the delivered goods are rejected after delivery, Veggie House will notify the Supplier as soon as possible. When it concerns rejection of goods included in the 'Quality Control Claim Periods' overview, which is an appendix to these terms and conditions of purchase, Veggie House must have reported the rejection within the period stated therein, so that the Parties can determine whether or not the goods comply with the quality class for at least the included claim period. The claim period starts at the time of delivery as referred to in article

10.2. The claim period included in the appendix does not affect Veggie House's right to reject the goods at a later time due to a hidden defect.

12.4 Veggie House will inform the Supplier simultaneously with the notification of rejection what consequence it wishes to attach to the rejection of the goods. Veggie House has the choice between:

- a. return of the delivered goods at the expense of the Supplier as well as performance of the agreement by means of renewed and correct delivery, whether or not in combination with compensation;
- b. complete or partial dissolution of the agreement in accordance with article 14, whether or not in combination with compensation;
- c. price reduction, on the understanding that the Parties must reach agreement on the extent of the price reduction.

12.5 The Supplier is liable for all costs Veggie House has to incur as a result of the rejection of the delivered goods, including the costs of inspection.

12.6 From the moment of rejection of the goods the ownership thereof passes to the Supplier. From that moment Veggie House retains the goods at the expense and risk of the Supplier.

12.7 The circumstance that the goods have been inspected does not release the Supplier from any liability, including liability for damage incurred by Veggie House as a result of hidden defects in the delivered goods.

13. Payment

13.1 Veggie House will pay the invoice within 30 days of receipt, provided that the delivered goods have been received and approved.

13.2 Payment by Veggie House does not imply a waiver of rights in any way.

13.3 Settlement or suspension by the Supplier is only possible after consent from Veggie House. Veggie House is entitled to suspend payment owed to the Supplier for delivered goods and/or services without further notice in connection with non-fulfillment of obligations of the Supplier towards Veggie House or to set off against amounts still owed by the Supplier.

14. Dissolution

14.1 In case the Supplier fails to fulfil its obligations under the agreement or other agreements arising from it, as well as in case the Supplier is the subject of bankruptcy, suspension of payment, seizure, closure of the company, revocation of its environmental permit, liquidation or any comparable situation of the Supplier's company, it is in default by operation of law and without notice of default.

14.2 In the cases referred to in paragraph 1 of this article, Veggie House has the right to dissolve the agreement in whole or in part and/or to suspend the payment obligation and/or to assign the performance of the agreement in whole or in part to third parties, without Veggie House being liable



for any compensation and without prejudice to Veggie House's further rights, including the right to full compensation and reimbursement of the purchase price.

14.3 In the cases referred to in paragraph 1 of this article, all claims which Veggie House may have or acquire against the Supplier will be immediately due and payable in full.

15. Liability of Veggie House

Any liability of Veggie House towards the Supplier is in all cases limited to the total purchase price of the goods for which the agreement or purchase agreement has been concluded.

16. Confidentiality

16.1 The Supplier warrants confidentiality towards third parties of all company information such as recipes, the introduction of new products as well as know-how in the broadest sense of the word, originating from Veggie House, which has come, or has been brought, to its attention in any way.

16.2 The Supplier is not permitted to give any form of publicity to the performance of the agreement without prior written consent from Veggie House. Veggie House may attach conditions to the consent.

16.3 The Supplier is not permitted to reproduce documents relating to the agreement, as well as other company information, or to make them available for inspection to third parties other than as necessary in the context of the performance of the agreement and after prior written consent from Veggie House.

16.4 The Supplier will impose the obligations mentioned in this article also on its personnel and/or on third parties engaged by it in the performance of the agreement, who are involved in the performance of the agreement.

17. Intellectual property

17.1 The Supplier warrants that the use of the goods delivered by it, or of the resources purchased or manufactured by it for the benefit of Veggie House, will not infringe patent rights, trademark rights, design rights, copyrights or other intellectual property rights of third parties.

17.2 The Supplier indemnifies Veggie House against claims arising from any infringement of the rights referred to in the previous paragraph and will compensate Veggie House for all damage resulting from any infringement.

17.3 The graphic designs, printing forms, proofs, reproduction materials, devices, packaging, etc. commissioned by Veggie House are and remain the property of Veggie House, may not be used by third parties and all intellectual property rights thereon belong exclusively to Veggie House. The Supplier must return these items to Veggie House without delay and without additional costs.

18. Transfer

18.1 The Supplier will not transfer the rights and obligations arising for the Supplier from the agreement to third parties in whole or in part without Veggie House's prior written consent. Supplier's claims against Veggie House are not transferable except with Veggie House's prior written consent.

18.2 The Supplier will not outsource the fulfilment of its obligations arising for the Supplier from the agreement to third parties in whole or in part without Veggie House's prior written consent.

18.3 Veggie House has the right to refuse the consent referred to in this article or to attach conditions to it.

19. Liability/Product liability and insurance

19.1 The Supplier is liable, and indemnifies Veggie House, for any damage, of whatever nature, suffered by Veggie House or by third parties as a result of defects in the Supplier's product and in goods supplied by it, as a result of which defects these products and/or goods do not provide the safety one may expect.

19.2 The Supplier is liable, and indemnifies Veggie House, for any damage suffered by Veggie House or by third parties as a result of acts or omissions of itself, its staff or those engaged by it in the performance of the agreement.

19.3 The Supplier indemnifies Veggie House against claims from third parties for compensation for damage on the basis of liability as referred to in the previous two paragraphs.

19.4 For the application of this article, personnel and employees of Veggie House are also regarded as third parties.

19.5 The Supplier will take out adequate insurance against liability as referred to in this article, excluding recourse against Veggie House or its customers. The Supplier will grant Veggie House access to the policy if desired.

20. Force Majeure

20.1 A Party is not bound to fulfil its obligations under the agreement to the extent that it proves:



- a. that the impediment to fulfilment of its obligations is due to one or more events beyond the control of the Party concerned, and;
- b. that at the time the contract was concluded the event in question was unforeseeable and the Party in question could not reasonably have taken into account that such an event might occur as a result of which that Party would be prevented from fulfilling its obligations, and;
- c. that the Party in question does not reasonably have to accept the consequences of the circumstances referred to under a. and b. for its own expense and risk.

20.2 In the event of force majeure, the obligations of both Parties are suspended for the duration of the force majeure situation, with the exception of that part of the obligations that can still be fulfilled. In such a situation, Veggie House is only obliged to make payments for the commitments under the agreement which have been fulfilled. If the force majeure situation continues for more than 30 days, each Party has the right to terminate the agreement with immediate effect.

20.3 Veggie House and the Supplier will each bear the damage and costs incurred on their part insofar as these are a consequence of the force majeure situation.

20.4 In addition to the above, the Parties agree that the following situations do not constitute force majeure:

- a. Animal infestation/presence of insects on the crop, while this infestation/presence could have been prevented by application of legally permitted crop protection products on the crop by the Supplier. In this context, the Supplier must demonstrate via its product registration which crop protection products have been applied to the crop. The quality management department K&M of Veggie House further assesses whether the Supplier could have applied other or additional products.
- b. A product that fully complies with the agreement is not available from the Supplier, but an alternative is available, for example, a different selection or quality than described in the agreement. If an alternative is available which is accepted by Veggie House, the Supplier must supply the alternative product. If no alternative is available, the Supplier must demonstrate this. If the situation as described in this point arises, the Supplier must grant Veggie House access to its plots so that an employee or employees Veggie House can assess the extent to which an alternative product is available.
- c. In the event of weather conditions when the Supplier could have taken measures in advance to harvest the product earlier and/or stock the product earlier. If this situation occurs the Supplier must be able to demonstrate and substantiate that the product could not be harvested earlier and notify Veggie House of this. In such a case, the Supplier grants Veggie House access to its plots, so that an employee or employees of Veggie House can assess the extent to which the product could have been harvested earlier.

21. FINAL PROVISIONS

21.1 The Supplier is not entitled to transfer its rights or obligations under any agreement with Veggie House to a third party in whole or in part without Veggie House's written consent.

21.2 All disputes between the Supplier and Veggie House arising from or in connection with an agreement concluded between them, including those that require urgent resolution, will be submitted exclusively to the competent court of the Northern Netherlands, hearing location in Groningen, without prejudice to the authority of Veggie House to submit the case to the court of the Supplier's place of business if desired.

12.4 These terms and conditions of purchase and all other agreements between the Parties are governed exclusively by Dutch law. The application of the Vienna Convention on Contracts for the International Sale of Goods or any other international treaty concerning the sale of movable goods is excluded as far as possible pursuant to those treaties.