



Terms and conditions of sale Veggie House B.V.

1. GENERAL

1.1 These terms and conditions of sale apply to all quotations, offers and agreements between Veggie House B.V., hereinafter referred to as the "Seller", and third parties, hereinafter referred to as the "Buyer", jointly referred to as the "Parties", unless otherwise agreed in writing.

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

1.3 The Seller reserves the right to redetermine and amend these terms and conditions of sale. The amended terms and conditions take effect at the moment the Buyer has had a reasonable opportunity to take note of them.

1.4 The applicability of the Buyer's terms and conditions, including explicitly any transferability and/or pledge clause with regard to the Seller's claims against the Buyer in those terms and conditions, is expressly excluded.

1.5 If and insofar as any provision of these terms and conditions of sale is wholly or partly void or voidable, the Parties will replace the void or voidable provision with a legally valid provision which corresponds as far as possible to the wholly or partly void or voidable provision in terms of content, purpose and effect. The nullity or voidability of one or more provisions does not result in the nullity or voidability of the remaining provisions of these terms and conditions of sale, which will remain in full force and effect.

2. FORMATION OF AN AGREEMENT

2.1 The agreement between the Seller and the Buyer may be on the basis of contract sales.

A. Contract Sales

2.A.1 Contract sales commence with the Seller submitting a quotation or an offer to the Buyer. All quotations/offers submitted by the Seller are without obligation. Acceptance only results in an agreement if the Seller does not revoke the quotation/offer before or immediately after acceptance. Quotations/offers and acceptance thereof may be made in writing or orally.

2.A.2 The Buyer may receive an order confirmation that includes, inter alia: the quantity, the quality, the price and the packaging method of the goods intended for sale (hereinafter referred to as the: "Products"). If an agreement is concluded, the order confirmation may also be made available to the Buyer upon or after delivery.

2.A.3 The Seller is not bound to perform an agreement at a stated price which is clearly based on a printing and/or writing error.

2.A.4 Amendments to the agreement can in principle only be agreed in writing. If an amendment required by the Buyer entails costs, these will be borne by the Buyer.

3. PRICES, RATES AND COSTS

3.1 Unless explicitly stated otherwise in the quotation, offer, order confirmation or agreement, the prices stated in the quotation, offer, order confirmation or agreement are exclusive of rates and costs. The costs consist of packaging, shipping and transport costs, costs of load carriers, costs of insurance –if arrangements for insurance are made by the Seller –, turnover tax and all government levies. The Seller will periodically inform the Buyer of its rates and costs.

3.2 The Seller is entitled to charge proportionately higher costs than agreed if these have increased by at least 5% after conclusion of the agreement due to increases in import duties, turnover tax, legally prescribed or permitted wages, or due to other government measures.

4. LOCATION AND METHOD OF DELIVERY

4.1 Delivery of the Products will take place at one of the Seller's or its suppliers' locations in accordance with the Incoterm ex works/XWS, unless the Seller and the Buyer have expressly agreed otherwise. The Buyer is obliged to take delivery of the Products it has purchased at the agreed location(s) and times.

4.2 If the Buyer does not take delivery of the Products on the day that the Products are offered to it for delivery, the Seller is entitled to transport, store, sell or destroy the Products at the expense and risk of the Buyer.

4.3 If the Products are stored by or on behalf of the Seller for the Buyer at a location of the Seller or a third party and delivery has not yet taken place, delivery will take place at the time the Products are stored.

4.4 Delay in delivery, insofar as it remains within reasonable limits, does not entitle the Buyer to dissolution of the agreement and/or compensation however called.

4.5 The Seller makes every effort to deliver the Products on the agreed day. In the event that an order confirmation covers several delivery days, an effort will be made to achieve a balanced distribution over the various delivery days, unless otherwise agreed.



4.6 In case of Clock Sales [*Klokverkoop*, type of Dutch auction], the Seller makes every effort to deliver the Products within 6 hours after the end of the clock sales session of the day in question.

4.7 If delivery on the day stated in the order is not possible due to a force majeure situation, the Seller will not be liable. If delivery is possible but only on different conditions, delivery can only take place if the Seller and the Buyer have agreed on the changed conditions in writing.

5. THE PRODUCT TO BE DELIVERED

5.1 The quantity delivered is 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 to be furnished by the Buyer.

5.2 In the case of sale on the basis of a sample, the properties of the Product checked by means of a random check at the time of delivery must be equal to the properties of the sample, subject to the provisions of the preceding paragraph. In the case of sale by sample, the Buyer is deemed to have inspected the sample. The quality definition announced in advance by the Seller is decisive for the assessment of the quality of the Product. As far as possible, the sample will be kept until the Products to be delivered on the basis thereof have been taken delivery of without protest.

5.3 The Seller determines the quantity and quality and selection range of the Products purchased by the Buyer. The quality definition announced in advance by the Seller is decisive for the assessment of the quality of the Product. This information is noted on the invoice. Subject to proof to the contrary, the determination by the Seller is binding between the Parties. The Buyer will be provided with a copy of the invoice or a printout of the relevant data from the computerized system.

5.4 If the supply of Products proves insufficient to meet all agreements concluded through contract sales, the Seller may allocate the available Product to these Buyers on the basis of an allocation formula to be reasonably determined.

5.5 Contracts for delivery from a grower's premises will only give entitlement to delivery of the quantity and quality of the Products available from the relevant grower on the specified day. The Buyer is obliged to sign a delivery note for receipt on-site or have it signed. In consultation between the Seller and the Buyer, if the grower has insufficient Products available for delivery on the day in question, an order may be supplemented with Products of the same type and quality available elsewhere from the Seller.

5.6 Even with minor deviations in properties such as size, quality and colour, the delivered Product will be deemed to comply with the agreement.

6. DELIVERY IN EURO POOL SYSTEM PACKAGING ("EPS packaging")

6.1 If the Products are delivered to the Buyer in EPS packaging, the following provisions in this article apply, unless otherwise agreed.

6.2 A deposit will be charged to the Buyer for the delivery in EPS packaging. The Seller does not provide any warranty with regard to the delivery of the ordered EPS packaging.

6.3 The EPS packaging remains the inalienable property of Euro Pool System International B.V. or of the third party from which the Seller obtained the EPS packaging. The Buyer may not make the EPS packaging provided by Seller available to third parties empty and for use by these third parties, and the Buyer is obliged to use the EPS packaging exclusively for purchasing, handling and transporting the Products purchased from the Seller. The use of clamp forklifts for handling Products in the EPS packaging is not permitted.

6.4 The Buyer purchasing Products in EPS packaging from the Seller must be a registered relation of Euro Pool System International B.V. or a party designated by Euro Pool System International B.V. The Buyer must allow and enable control of its use of the EPS packaging by the Seller or the owner.

6.5 The rules and/or conditions set by Euro Pool System International B.V. apply to the use of EPS packaging. The Buyer is responsible for compliance with these rules and/or conditions.

6.6 A deposit will be charged for the EPS packaging issued to the Buyer by the Seller. The amounts of the deposit are determined by Euro Pool System International B.V. in a binding manner and communicated separately. Deposits are due and payable upon acceptance of the EPS packaging. The EPS packaging must be returned clean, empty, in good condition and in accordance with other conditions set by Euro Pool System International B.V., after which the Buyer will receive the deposit back from Euro Pool System International B.V.

7. DELIVERY IN OTHER PACKAGING/SMALL PACKAGING AND/OR ON LOAD CARRIERS

7.1 If the Products are delivered to the Buyer in packaging and/or small packaging, not being EPS packaging, and/or on load carriers, the following provisions of this article apply.

7.2 Packaging and/or small packaging and/or load carriers delivered via the Seller, on which a deposit has been charged, will be taken back at the invoice price applicable at the time of return, possibly increased by a fixed packaging fee in accordance with the applicable regulations. The packaging/load carriers to be



returned must be clean, empty and in a good condition so that they are suitable for fresh horticultural products.

7.3 If a certain type of load carrier, packaging or small packaging is not available, the Seller has the right, in consultation with the Buyer, to offer the Products in another type of packaging or small packaging. The additional or reduced costs will be settled by the Seller on the invoice.

7.4 When returning packaging/load carriers via the Seller's own means of transport, the packaging/load carriers must be sorted and ready for transport.

7.5 Packaging/load carriers not supplied via the Seller will only be taken back insofar as the Seller offers the relevant products in its own assortment.

8. COMPLAINTS AND RETENTION OF TITLE

8.1 The Buyer is obliged to inspect the Products, packaging and small packaging immediately after they are made available to the Buyer. Any deficiencies in, defects in or damage to the Products, containers or packaging found during this inspection will be noted by the Buyer on the delivery note, unless otherwise agreed or notified by the Seller, failing which the Buyer will not be able to invoke the deficiencies, defects or damage at a later date.

8.2 The Buyer must report shortcomings which it could not have discovered during the inspection referred to in the preceding paragraph to the Seller, in writing, immediately after discovery. In any case, the Buyer must have reported the shortcomings within 24 (twenty-four) hours after the Products have been made available to the Buyer, or are deemed to have been made available. The shortcomings must be reported through the Buyer's commercial contact point. If there has been no timely written notification, the Buyer cannot invoke the shortcomings.

8.3 If a notification as referred to in article 8.2 has been given by the Buyer and the delivered Products have been collected by the Buyer, the Buyer must return the Products to the Seller within 36 hours after the Products have been made available to the Buyer or are deemed to have been made available to the Buyer, whereby the costs of the return transport will be payable by the Buyer. If notice as referred to in article 8.2 has been given by the Buyer and the Products have been delivered to the Buyer by the Seller, the Seller is responsible for the return transport and the Buyer will cooperate. In the event that Products are mistakenly returned by the Buyer, the costs incurred for return transport will be borne by the Buyer and the Seller is entitled to pass these costs on to the Buyer.

8.4 In the event that Products are mistakenly returned by the Buyer, all costs incurred in this connection, including costs of (re)inspection, KCB [*Quality Control Agency*] and handling, will be for the Buyer's expense.

8.5 Non-acceptance of Products by the Buyer is not possible without the Seller having been heard. Failing this, the Products are deemed to have been accepted. From the moment the Products are made available to the Buyer, or are deemed to have been made available to the Buyer, they are at the Buyer's risk.

8.6 An extended retention of title applies to all the delivered Products. The ownership remains reserved as security for all claims against the Buyer that accrue to the Seller under the current and future commercial relationship with the Buyer until the settlement of all outstanding debts.

9. PAYMENT, PAYMENT TERMS AND CREDIT LIMITS

9.1 The Buyer is obliged to pay the sales price within a payment term of 21 days from the date of the invoice, unless another payment term has been agreed upon or a different payment term is stated on the order confirmation and/or invoice. The Buyer may not suspend payments.

9.2 Claims and/or complaints do not suspend the payment term.

9.3 Any inaccuracies in the invoice must be reported in writing by the Buyer within seven days of the date of the invoice via admin@veggiehouse.nl.

9.4 All costs of payment transactions will be at the expense of the Buyer, even if a bank charges these to the Seller and also if they concern international payment transactions.

9.5 On expiry of the payment term, the Buyer is in default by operation of law without further notice of default being required. The Buyer then owes interest of 1% per month on the outstanding principal amount. If the Seller takes extrajudicial actions to recover a debt, the Buyer is obliged to pay 15% of the principal amount due in collection costs.

9.6 Each payment made by the Buyer is deemed to have been made in settlement of any interest and additional costs and subsequently for the principal sum due for the longest period of time.

9.7 The Buyer is not authorised to set off what it owes the Seller against what the Seller may owe the Buyer. In particular, the Buyer is not entitled to offset claims of the Seller against the Buyer against claims of the Buyer against the Seller on the basis of shortcomings as referred to in articles 8.1 and 8.2. If the Buyer fails to comply with the provisions of this article, the Seller is entitled to charge the Buyer EUR 25 in administrative costs for each invoice from the Seller that has been set off wrongly and/or without consultation with the Seller, without prejudice to any other claims that the Seller may assert against the Buyer in this regard on



the basis of the law, the agreement or these terms and conditions of sale.
9.8 The Seller may assign a credit limit to the Buyer. A credit limit is the maximum balance of all outstanding receivables collectively at any time.

9.9 The Seller is entitled to demand advance payments from the Buyer if and insofar as the Buyer has not previously conducted transactions with the Seller, the payment record towards the Seller and/or the size of the Buyer's transactions or special circumstances provide reason for this, at the Seller's sole discretion.

9.10 The Seller is authorized at all times to require from the Buyer to its satisfaction adequate personal or collateral security for the fulfilment of its obligations, whether or not they are due and payable. The Buyer is obliged to provide this security without delay.

9.11 The Buyer is in default if:

- a. the payments or required advance payments are not made in time or insufficient security is provided;
- b. the amount of any assigned credit limit has been exceeded;
- c. The Buyer otherwise fails to perform the Agreement in whole or in part;

9.12 If the Buyer is in default, the Seller is authorised to suspend fulfilment of all obligations it has towards the Buyer and all rights of the Seller that are possibly not yet due and payable become immediately due and payable.

10. LIABILITY

10.1 The Buyer is liable for all damage, of whatever nature, caused by it, its employees or auxiliary persons engaged by it, to persons present at and/or goods located on any business premises of the Seller, regardless of whether the damage was foreseeable to the Buyer.

10.2 The Seller, its employees and/or auxiliary persons engaged by the Seller, are not liable to the Buyer, its employees or auxiliary persons engaged by it for damage of any nature whatsoever caused to the Buyer, its employees or auxiliary persons engaged by it, including but not limited to personal injury, property damage, harvest damage, damage resulting from force majeure or from the sale or non-sale or destruction of Products and damage occurring during transport, loading or packaging, irrespective of whether the Buyer bases the Seller's obligation to indemnify on an attributable breach of contract, a tort or unjust enrichment on the part of the Seller, or on any other grounds.

10.3 If the Seller, despite the exclusion of its liability, should be obliged to compensate any damage to the Buyer, its employees or auxiliary persons, its obligation to pay compensation will never exceed € 10,000 (ten thousand euros), or the amount for which the Seller has insured itself for this liability and which will be paid out by its insurer in that context.

10.4 The Buyer indemnifies the Seller, its employees and the auxiliary persons engaged by the Seller against all claims from its employees or auxiliary persons engaged by it as described in article 10.2. 10.5 The Buyer indemnifies the Seller, its employees and the auxiliary persons engaged by the Seller against all claims and damage claims from third parties arising from or in any way connected with the sale or delivery of Products by the Seller or the Buyer, including claims based on intellectual property rights or an infringement thereof, such as plant breeders' rights, and liability arising from any defect in any delivered Product.

11. TERMINATION

11.1 The Seller and the Buyer are authorised to terminate one or more agreements between them with immediate effect if:

- a. the other Party has provided incorrect or incomplete information with the aim of gaining an advantage for itself;
- b. the other Party is declared bankrupt or is granted suspension of payment, or an application to that effect has been filed;
- c. the other Party decides to discontinue or transfer, other than through a legal merger or demerger, all or part of its business.

11.2 A termination on the basis of one or more of the grounds mentioned in the preceding paragraph does not entitle the terminated Party to compensation.

12. FINAL PROVISIONS

12.1 The Buyer is not entitled to transfer its rights or obligations under any agreement with the Seller to a third party, in whole or in part, without the Seller's written consent.

12.2 The Seller is entitled to transfer its rights or obligations under any agreement with the Buyer to a third party, in whole or in part, without the Buyer's written consent.

12.3 All disputes between the Seller and the Buyer 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 the Seller to submit the case to the court of the Buyer's place of business if desired.



12.4 These terms and conditions of sale 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. These terms and conditions of sale have been filed with the Chamber of Commerce.

