

**General Terms and Conditions
of Delivery and Sale
FlevoTrade Dronten B.V.**

General terms and conditions of sale and delivery for FlevoTrade Dronten B.V., located at Staalwijk 15-17, 8251 JP Dronten, registered with the Lelystad Chamber of Commerce under number 39091129.

1. General

- 1.1 These conditions apply to all offers and agreements made by FlevoTrade Dronten B.V. (hereafter: 'FlevoTrade') and to the performance thereof.
- 1.2 Divergent conditions, including conditions declared applicable by the buyer, are hereby expressly dismissed, and can only be considered valid insofar as this is expressly confirmed in writing by FlevoTrade to the buyer for every new agreement.
- 1.3 If these general terms and conditions have been translated into a language other than Dutch, in the event of a discrepancy the Dutch text shall prevail.

2. Offers and establishment of agreements

- 2.1 All offers, estimates and other information provided by FlevoTrade are free of obligation and subject to price changes, unless stated otherwise in writing. All our sales agreements are considered to have been established in FlevoTrade's place of business.
- 2.2 An agreement shall not be considered as made until FlevoTrade has confirmed the buyer's written order in writing. In this written order confirmation, FlevoTrade shall specify the following: product, variety if appropriate, sorting, price, packing, delivery condition, delivery period, payment conditions and any other matters agreed upon, such as transport, storage and treatments.
- 2.3 FlevoTrade is not obliged to honour an agreement at a stated price and/or conditions that are clearly the result of a printing or writing error.
- 2.4 If, when the order is placed by the buyer, it transpires that FlevoTrade cannot fulfil the obligation-free offer made, FlevoTrade may refuse the order and immediately withdraw the offer after acceptance by the buyer, without giving the buyer the right to loss compensation or replacement.

3. Prices

- 3.1 Prices and rates are stated in euros and exclusive of packing and transport costs, the cost of extra treatments, storage, quality control and phytosanitary examination and any taxes and other costs and duties and exclusive of turnover tax, unless stated otherwise.
- 3.2 FlevoTrade is not liable for customs fees or other local taxes or import duties or surcharges that may apply in the country of the buyer.
- 3.3 The stated price is based on the purchase price known at the time the agreement is made and on other cost factors. If any of these cost price elements increases due to unforeseen

circumstances after the agreement has been made but before delivery, FlevoTrade has the right to pass on those price increases in all reasonableness.

4. Delivery

- 4.1 Non-maritime delivery shall take place on the basis of 'Free Carrier', (FCA, Incoterms 2000) unless otherwise agreed in writing. Maritime delivery is provided on a 'Free on Board' basis (FOB, Incoterms 2000) or 'Free Alongside Ship' (FAS, Incoterms 2000) or 'Cost, Insurance and Freight' (CIF, Incoterms 2000) unless otherwise agreed in writing.
- 4.2 The stated delivery times shall be considered approximations and are never to be regarded as deadlines. FlevoTrade shall not be considered in default with regard to delivery time until the buyer declares it to be in breach in writing, after the buyer has given FlevoTrade the opportunity to delivery within a reasonable period and FlevoTrade has failed to comply.
- 4.3 The delivery period shall commence as soon as FlevoTrade has confirmed the order in writing or begun performance of the agreement, unless otherwise agreed upon.
- 4.4 FlevoTrade is not liable for damage as a result of late delivery, if and insofar as this late delivery is attributable to circumstances that lie outside the account and risk of FlevoTrade, including non-performance or late delivery by suppliers of FlevoTrade.
- 4.5 The buyer is obliged to receive the goods immediately or, at most, within 24 hours of their being made available or their arrival at the delivery location. The risk for the goods is transferred to the buyer from the time the goods stand ready for delivery on the date indicated to the buyer. In the event of late receipt or failure to receive the goods at the location and on the date indicated to the buyer, the buyer shall be in default without any notification being required. The goods shall be stored at the buyer's expense and risk. If the buyer—after a summons from FlevoTrade—has not picked up the goods within 24 hours, FlevoTrade has the right to sell the goods or have them sold to a third party. The buyer remains liable for the sale price, plus interest and expenses and, when relevant, less the net yield from the purchase by the third party.

5. Payment

- 5.1 Payment must take place within 14 days of the invoice date unless otherwise agreed, in the agreed currency, either in cash or by funds transfer to a bank account to be indicated by FlevoTrade, without any deduction or adjustment.
- 5.2 If the offer and invoice are not in euros, FlevoTrade has the right to pass on the cost of exchange rate fluctuations to the buyer up to the time the agreement is established.
- 5.3 In the event that an order is fulfilled in instalments, FlevoTrade is entitled to require payment for each partial delivery prior to making the subsequent partial deliveries.
- 5.4 If the buyer exceeds the payment period, the buyer is legally in default and FlevoTrade is entitled to charge an interest of 1.25% per month starting on the due date, without prejudice to the right of FlevoTrade to legal compensation. Furthermore, all costs related to debt collection are for the account of the buyer, both judicial and extrajudicial costs, the latter of which shall be at least 15% of the amount to be collected with a minimum of EUR 125.00.
- 5.5 In the event of late payment by the buyer, FlevoTrade is authorised to suspend every further delivery to the buyer until the buyer has paid all invoices plus costs and

interest. In the event of damage, refusal to receive or other possible disputes, the buyer remains obliged to pay the invoice.

- 5.6 FlevoTrade is entitled at the time the agreement is made or thereafter, before any (further) performance of the agreement, to require security from the buyer for payment and other obligations relating to this agreement. If this security is not provided, or is not satisfactory in the judgement of FlevoTrade, or the buyer refuses to provide the required security, FlevoTrade has the right to suspend its obligations and ultimately to dissolve the agreement either whole or in part, without notice of breach or court involvement, without prejudice to FlevoTrade's right to compensation for any loss it has suffered. FlevoTrade is in such a case not liable in any way for any loss to the buyer emanating from this suspension or (partial) dissolution.

6. Retention of title

- 6.1 Ownership of goods delivered by FlevoTrade shall not be transferred to the buyer until full payment of all amounts invoiced by FlevoTrade has been received along with any interest, fees and costs as well as all demands relating to buyer's failure to meet obligations stemming from this or other agreements.
- 6.2 FlevoTrade is entitled to retrieve the goods, or have them retrieved, from the buyer or a third party who is holding the goods for the buyer, if the buyer remains in breach of his payment obligations in any way or if there is a justified fear that he will fail in these obligations. In that case, the buyer is obliged to allow FlevoTrade or a party authorised by FlevoTrade access to the buyer's premises and buildings for that purpose.
- 6.3 The buyer, or a third party who is holding the goods for the buyer, must keep the goods under retention of title separate from other goods, in order to be able to distinguish FlevoTrade's goods at all times.
- 6.4 As long as the delivered goods remain under retention of title, the buyer may not, apart from normal business operations, remove, encumber, pawn, or otherwise put these goods in the power of a third party. However, the buyer is not permitted to remove the goods in the context of his normal business operations at a point when the buyer has applied for a suspension of payments or is declaring bankruptcy.
- 6.5 If a third party intends to establish or validate any right to the goods delivered under retention of title, the buyer is obliged to inform FlevoTrade of this fact as quickly as may reasonably be expected.

7. Guarantee

- 7.1 The goods delivered by FlevoTrade are healthy, of good outward appearance, of good quality, practically free of external and internal flaws, frost damage and rot, and meet all the other requirements given in the written sales agreement.
- 7.2 Unless otherwise agreed, FlevoTrade offers no additional guarantees with regard to quality.

8. Complaints

- 8.1 The buyer is obliged to examine the goods at the time of delivery for visible and/or directly observable flaws. Failure to observe the obligation to examine the goods results in forfeiture of the buyer's right to a claim from FlevoTrade.
- 8.2 The buyer has the right to inspect the goods before loading at the place of loading. If the buyer has reason to refuse delivery of the goods, FlevoTrade is in no way obliged to provide a replacement shipment and/or loss compensation.
- 8.3 Complaints regarding the delivered goods must be submitted in writing, immediately but not later than 12 hours after delivery on pain of forfeiture of rights. The complaint should contain a description of the flaw and FlevoTrade must be given the opportunity to investigate the complaint, or have it investigated, on the first request.
- 8.4 The buyer must allow FlevoTrade to have the goods involved in the complaint inspected by an expert or independent inspection authority, to determine among other things that the goods delivered by FlevoTrade are the same as those rejected by the buyer. If the expert declares the buyer's rejection of the goods to be justified, the costs of the inspection are for the account of FlevoTrade. If the expert declares the rejection unjustified, the costs are for the account of the buyer. The assessment of the expert is not binding unless agreed upon in writing in advance by parties.
- 8.5 Complaints are only valid with regard to goods that are still in the buyer's possession and in the state in which they were delivered.
- 8.6 If the buyer, in the event of a maritime delivery, observes flaws and/or damage during unloading at the port of destination, the buyer must always report this immediately to a sworn Lloyds quality inspector there, who will then make up a report.
- 8.7 If the delivered goods differ by less than 10% in number, quantity and weight from what was agreed, the buyer shall nevertheless be obliged to fully accept the shipment at a proportional adjustment of the invoice. The above cannot be grounds for a complaint or give the buyer the right to refuse delivery.
- 8.8 Complaints regarding a part of the delivery cannot be a reason for the buyer to reject the entire delivery.
- 8.9 If the buyer lodges a timely complaint with FlevoTrade and FlevoTrade acknowledges the complaint as valid, FlevoTrade, at its discretion, is exclusively obliged to either (partial) replacement delivery, refund of a proportional amount of the purchase price, or payment of the price difference if FlevoTrade indicates that the goods should be sold on the spot at a lower price.
- 8.10 The lodging of a complaint by the buyer does not suspend the payment obligation of the buyer unless FlevoTrade expressly concurs with such a suspension.
- 8.11 Returns of delivered goods are never permitted without the prior written permission of FlevoTrade.

9. Liability

- 9.1 Except for legal liability on the basis of mandatory stipulations and in the case of intent or gross negligence, any liability on the part of FlevoTrade for loss suffered by the buyer or other party is expressly excluded. The liability of FlevoTrade is at all times limited to a maximum equal to the invoice amount for the delivered goods or the part of the invoice amount to which the demand for loss compensation directly or indirectly relates.

- 9.2 Any liability of FlevoTrade for any form of loss, howsoever described (including late delivery, deterioration in quality, quantity, business standstill, consequential loss or loss due to reduction in profit) is excluded, except loss as a result of or due to personal injury.
- 9.3 The buyer indemnifies FlevoTrade against demands from third parties to compensate for losses for which FlevoTrade, according to these conditions, is not liable.
- 9.4 All limitations of liability and indemnifications stipulated by FlevoTrade also apply to its subordinates and contracted auxiliaries.
- 9.5 In the event of loss, the buyer is obliged as a careful debtor to arrange for preservation of the goods and to keep the loss to a minimum as far as is possible in order to prevent further deterioration.
- 9.6 A legal demand from the buyer for loss compensation from FlevoTrade shall expire after the end of one year following the delivery of the goods.

10. Force majeure

- 10.1 In the event of *force majeure*, FlevoTrade has the right, at its discretion, without court involvement and without obligation to any loss compensation, solely by written notice, either to suspend performance of this agreement for the duration of the *force majeure*, or, if necessitated by the duration and seriousness of the *force majeure* (to be evaluated exclusively by FlevoTrade), to fully or partially dissolve the agreement.
- 10.2 *Force majeure* shall be understood to include any circumstance independent of the will of FlevoTrade which makes the performance of the agreement temporarily or permanently impossible or so difficult that performance cannot be reasonably demanded of FlevoTrade, including but not limited to transport difficulties, the absence of sea transport, fire, weather, crop failure, strikes or labour interruptions, international conflicts, violent or armed actions, decisions and measures by and between central and local authorities, import, export, and trade embargoes, breakdown of cooling facilities used by FlevoTrade, fungus, internal decay, viruses and other alterations in quality of the goods traded by FlevoTrade and the failure of suppliers and/or third parties to comply with their obligations to FlevoTrade.
- 10.3 If FlevoTrade has already performed part of the agreement at the time the *force majeure* arises, FlevoTrade is entitled to invoice the goods already delivered and/or deliverable goods separately and the buyer shall pay the sale price of the delivered goods as if under a separate contract.

11. Cancellation

- 11.1 If the buyer cancels the agreement entirely or in part, regardless of reason, the buyer must pay an indemnification equal to at least 25% of the invoice amount of the cancelled goods. In that case, FlevoTrade is also entitled to bill the buyer for all costs incurred up to that time.
- 11.2 If the cancelled order can be sold elsewhere, Article 11.1 does not apply, on the understanding that the buyer is liable for any price difference as well as for all other resultant costs incurred by FlevoTrade, including storage costs.

12. Suspension and dissolution

- 12.1 If the buyer does not meet the obligations stemming from the agreement fully, properly or on time, or if there is a justified concern that the buyer will not meet these obligations, or in the event of bankruptcy or suspension of payments on the part of the buyer, or in the event of closing down, sale or liquidation of the buyer's business, FlevoTrade is entitled to suspend performance of the agreement within a reasonable period, or to dissolve the agreement without an obligation on FlevoTrade's part to provide any loss compensation.
- 12.2 The demand from FlevoTrade with regard to the portion of the agreement which has already been fulfilled, as well as loss emanating from the suspension or dissolution of the agreement, including loss of profit, is payable with immediate effect.

13. Applicable law/disputes

- 13.1 The laws of The Netherlands shall exclusively apply to all agreements made by FlevoTrade and to any legal relationship between seller and buyer, as well as to obligations flowing from said agreements and legal relationships.
- 13.2 All disputes shall be exclusively decided by the competent court within whose jurisdiction FlevoTrade has its place of business. However, FlevoTrade reserves the right to apply to another competent court or submit the dispute to arbitration.
- 13.3 The Dutch text of these Terms and Conditions shall prevail over translations in other languages.

These General Terms and Conditions of Sale and Delivery are filed with the Lelystad Chamber of Commerce under no.

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