

GENERAL ENGAGEMENT AND DELIVERY TERMS AND CONDITIONS OF DANIELS OFP BV

Filed with the Chamber of Commerce for Breda, the Netherlands, under number 50243381

Article 1 – Applicability and definitions

- 1.1 In these General Terms and Conditions, “Daniels” will be defined as follows: Daniels OFP BV, having its registered office in Etten-Leur, the Netherlands, and its offices at Landjuweel 57 in (NL-4871 LJ) Etten-Leur and registered in the Trade Register under Chamber of Commerce number 50243381.
- 1.2 Daniels acts exclusively as a representative and consultant on behalf and at the expense of its Client (referred to hereinafter as “Client”). Daniels does not conclude any agreements on its own behalf and never binds itself to any obligations to any counterparty.
- 1.3 In these General Terms and Conditions, “product” or “products” will be defined as: the products that the Client purchases – through Daniels’ intermediation – from a third party (referred to hereinafter as “Supplier”) and/or products that Daniels has inspected/checked at the Client’s behest and expense, which products will primarily, but not exclusively, consist of organically grown fruit and vegetables.
- 1.4 These General Terms and Conditions apply to all agreements that Daniels has concluded and all offers that Daniels has made on behalf and at the expense of its Client, and to the formulation and performance of same, and in respect of the relationships between Daniels and the Client, the Client and the Supplier, and Daniels and the Supplier. If these General Terms and Conditions are declared applicable to a framework or other agreement between Daniels and the Client and/or the Supplier, they will also be considered to apply to all

subsequent agreements and/or juristic acts between Daniels and the Client and/or the Supplier, without any separate declaration of applicability being required.

- 1.5 These General Terms and Conditions are applicable to the exclusion of any general or other terms and conditions used by the Client and Supplier. Any General Terms and Conditions used by the Client and/or Supplier are hereby expressly rejected.
- 1.6 The Client or Supplier may invoke provisions that deviate from these General Terms and Conditions only if and to the extent that Daniels has expressly accepted those provisions in writing.

Article 2 - Offers, orders and agreements

- 2.1 Agreements will be concluded between the Client and the Supplier. Daniels acts exclusively as a direct representative on behalf and at the expense of the Client.
- 2.2 All orders that Daniels accepts on behalf of the Client will be free of obligation. Daniels has no influence on the Supplier's conduct and thus can never be obliged to conclude an agreement subject to certain terms and conditions. Daniels does not and will not act as an agent.
- 2.3 Daniels will be entitled to conclude agreements with the Supplier on the Client's behalf, with due observance of the terms of the order and specifications provided by the Client. If, with due observance of the Client's order and specifications, Daniels concludes an agreement with the Supplier, the Client and the Supplier will be immediately and fully bound by said agreement. No further juristic act on the part of the Client and/or the Supplier will be required.
- 2.4 If Daniels' intermediation results in the conclusion of an agreement between the Client and the Supplier, Daniels will confirm the conclusion of this agreement to the Supplier, possibly, but not necessarily, on the Client's behalf. This confirmation will generally be sent via a digital made available application or by

e-mail. If Daniels does not mention/send or make this confirmation available, for whatever reason, no agreement will be concluded.

- 2.5 Daniels will communicate confirmations, notifications and all relevant information via the digital made available application. The confirmations, notifications and information via the digital made available application will bind all parties to which the communication is addressed. The communication via the digital made available application will have priority over the communication that the Client and/or Supplier receives from Daniels via other channels.
- 2.6 The Client and/or the Supplier must notify Daniels in writing within one working day of the date of the confirmation if a written confirmation of an agreement deviates in any way from what the Client and/or Supplier believe was agreed, in default of which the confirmation will be considered to fully and accurately reflect the content of the agreement.
- 2.7 These general conditions will apply in full to any amendments to the agreement.

Article 3 – Conformity, quality and organic produce certificates

- 3.1 Any statements issued by Daniels regarding quantities and/or other specifications regarding its products will be made with the greatest possible care. However, Daniels cannot guarantee that no deviations will occur in respect of such statements. Immediately after taking delivery of the products, the Client must check to see whether they are consistent with the quantities, quality or other specifications agreed or indicated.
- 3.2 Samples, images, descriptions, catalogues, advertising material and offers will not bind Daniels.
- 3.3 The Client will be responsible for establishing that any products ordered and/or to be ordered by it or on its behalf, as well as the packaging, labelling and other information provided with such products are in accordance with all government regulations imposed in respect of such in the country of destination. The Client

will bear all of the risk associated with the use of the products and conformity with government regulations.

- 3.4 The Supplier warrants that the products are GLOBALG.A.P certified. The products must be accompanied by organic produce certificates or affidavits regarding the origin of the products, whether or not the company grows organic produce and the property details customary in the industry. If the Supplier acquires the products from one or more third parties (cultivators, importers, traders), the organic produce certificates or affidavits from this third party (or these third parties) must also accompany the products. The Supplier must make the organic produce certificates or affidavits available to Daniels and/or the Client before the products are transported. If the Supplier fails to satisfy this obligation, the Client will be entitled to refuse delivery of the products.
- 3.5 The Supplier warrants that the products supplied satisfy the aforementioned legal quality requirements (for organically cultivated fruits and vegetables), the agreed quantities and/or weights and all the other specifications agreed between the Supplier and the Client. If the products supplied do not correspond to the Client's expectations based on the previous sentence, then the Supplier will replace all or part of the products (or cause them to be replaced) or will reasonably reduce the total purchase price, all of this at the discretion of the Client (or Daniels, acting on the Client's behalf). If the Supplier has supplied lower quantities and/or weights than agreed and the Client opts for a reduction of the purchase price, then the Client will owe Daniels the fee agreed for the agreed quantities and/or weights.
- 3.6 The Supplier's performance of the agreement, including the quality and quantity supplied, will be evaluated, regardless of the agreed place of delivery, when the Client takes delivery of the products.

Article 4 – Information

- 4.1 The Client and Supplier warrant the accuracy, completeness and reliability of all records and information they supply to Daniels or that is supplied to Daniels on

their behalf. Daniels will not be obliged to perform or continue performing the agreement until the Client has issued all data and information requested by Daniels. If the information necessary for the performance of the agreement is not made available to Daniels, is not made available on time, or the information made available does not accord with the agreements made in that respect, or if the Client otherwise fails to satisfy its obligations, Daniels will be entitled to charge the Client for any costs incurred in this respect at Daniels' normal rates.

Article 5 – Prices and payment

- 5.1 All amounts referred to in quotations, offers, agreements and orders will be denominated in euro unless the parties agree otherwise.
- 5.2 Indicated or agreed prices will, unless otherwise agreed, be exclusive of packaging costs and VAT, import and export duties, excise tax and other taxes or levies that are imposed with regard to the products and their transport.
- 5.3 Prices indicated are calculated for delivery from the place of delivery indicated by the Supplier.
- 5.4 Daniels will be neither responsible nor liable for any changes in price-determining factors – including taxes, excise taxes, import duties, foreign exchange rates, salaries, the prices of products and/or services – that occur after the offer and/or the conclusion of an agreement between the Client and the Supplier.
- 5.5 Unless otherwise agreed, the Supplier will send all invoices regarding the purchase and sale of products directly to the Client. In that case, Daniels will play no part in the invoicing process. Daniels will never be responsible or liable for the invoicing (or invoicing method) or for the payment of invoices.
- 5.6 Unless otherwise agreed, the Supplier will impose a payment term of 30 days on the Client, which term will begin running on the invoice date or – if such method of invoicing and/or cost statement has been agreed between the parties

– on the date on which the invoice is sent by the Client (or by Daniels on the Client's behalf).

- 5.7 If and in so far as Daniels agrees with the Supplier and/or Client that Daniels will handle the invoicing (on the Supplier's behalf) or sending of settlement statements (on the Client's behalf) or that payment will be made by or through Daniels, this agreement will not diminish the responsibilities of the Supplier and/or the Client in these respects. Daniels will bear an initial obligation to pay (or forward) the purchase price to the Supplier if the Client has paid Daniels the full amount that the Client owes the Supplier. Daniels will be entitled to deduct the costs of transport, storage, commissions, fees and other expenses from the amount paid by the Client before paying the Supplier the amount the Client owes the Supplier.

Article 6 – Delivery, transport and transfer

- 6.1 Depending on the agreement between the Client and the Supplier (possibly through Daniels' intermediation), delivery will take place "Ex Works" (EXW) from the Supplier's location or "Delivery Duty Paid" (DDP) at a location indicated by the Client (or by Daniels on the Client's behalf).
- 6.2 Unless the Client and Supplier agree otherwise, the products will be delivered properly packaged in the packaging customarily used by the Supplier.
- 6.3 Unless agreed otherwise, the Supplier will be obliged to deliver the products within two days of receiving confirmation of the agreement. The Supplier will not be entitled to make partial deliveries in the absence of written agreements to the contrary.
- 6.4 If delivery is made DDP to a place specified by the Client (or by Daniels on the Client's behalf), then the Supplier will bear the risk and expense of transport. The Supplier will be obliged to transport the products (or cause them to be transported) using the most suitable method, with due observance of the rules applicable to, and the nature of, the products in question. If refrigerated

transport may reasonably be considered necessary, the Supplier will arrange for same.

- 6.5 If and in so far as Daniels has undertaken to the Client or Supplier that Daniels will handle the transport of the products from the Supplier to the destination indicated by the Client, such undertaking will constitute an obligation on the part of Daniels to make its best efforts to engage the services of a transporter on behalf and at the expense of the Client or the Supplier. Daniels has no influence on the conduct of the transporter it engages and will not be responsible for same. Daniels will make its best efforts to ensure that the transport is proper and timely. Daniels will never bind itself to an absolute deadline with regard to the transport of products.
- 6.6 Unless otherwise agreed, Daniels will be free to choose the method of transport and the transporter to be engaged. Daniels will be free to have the transport occur by way of a transfer point or a similar location.
- 6.7 The party at whose request Daniels has engaged a transporter will bear the risk and expense of the transport and any transfer of the products. The Client and Supplier expressly waive any right they may have in respect of Daniels to claim damages relating to the transport or transfer of the products.
- 6.8 If and in so far as Daniels engages the services of one or more transporters or any other third party in connection with the transport or transfer of the products, Daniels will request these persons or legal entities to send the invoices for these services to either the Client or the Supplier, depending on which party requested the engagement of the services of said persons or legal entities. Daniels will play no part in the invoicing for, or payment of, the costs associated with the transport and transfer of the products.
- 6.9 The Client and the Supplier will, upon Daniels' request, fully indemnify Daniels for any claims made by transporters and/or other third parties engaged at the Client's or Supplier's request that relate to the transport or transfer of the products, the payment of invoices, claims for damages or any other claims.

- 6.10 Unless these General Terms and Conditions indicate otherwise, the most recent version of the Incoterms published by the International Chamber of Commerce will apply – in the relationship between the Client and the Supplier – to the delivery and transport of the products. The then applicable Incoterms will also apply if a method or place of delivery other than EXW or DDP is agreed between the parties. The Incoterms will constitute a premise for interpreting the contractually agreed delivery terms and conditions.

Article 7 – Inspection, approval and consultancy work

- 7.1 If and in so far as Daniels undertakes to the Client that Daniels will perform inspection and/or quality control work in respect of the products, Daniels binds itself exclusively to make its best efforts in this regard. Daniels will perform the inspection and/or approval work to the best of its knowledge and ability and in accordance with the standards customary for such work.
- 7.2 Any advice provided by Daniels, as well as any notifications and/or statements made by Daniels regarding the qualities or characteristics of the products, will be free of obligation and all information provided by Daniels in this regard will be considered non-binding. Daniels will provide no warranty whatsoever in this respect.
- 7.3 Daniels will not be liable for any direct or indirect damage, of whatever type and on whatever basis, arising from the provision of information and/or advice by Daniels as referred to in Article 7.2. The Client will indemnify Daniels against all claims of third parties, unless deliberate recklessness or an intentional act or omission is involved on the part of Daniels.
- 7.4 Unless Daniels' prior written permission to do so has been obtained, the Client is prohibited from publishing or making available to third parties the contents of advice, or other statements – regardless of whether or not they are in writing – rendered by Daniels.

Section 8 – Payment

- 8.1 The Client will owe Daniels the fee referred to in the framework or other agreement concluded between them. If no fee is agreed between Daniels and the Client, the Client will owe Daniels the latter's usual fee.
- 8.2 Unless agreed otherwise in writing, the Client must pay Daniels' invoices within fourteen days of the invoice date and exclusively in the manner indicated on the invoice.
- 8.3 Daniels will be entitled at all times to request advance payment in whole or in part and/or otherwise obtain security for payment.
- 8.4 Daniels will be entitled to issue separate invoices for its work in the case of partial deliveries.
- 8.5 If payment is not received on time, the Client will, without any notice of default being required, owe interest at the rate of 1.5% per month on the invoice amount, to be calculated beginning on the due date through the date of payment, inclusive, with a part of a month being considered as a full month.
- 8.6 All costs relating to collection, including extrajudicial collection costs and preliminary legal expenses, will be borne by the Client. The extrajudicial collection costs will equal at least 15% of the amount to be collected, with a minimum of EUR 150.
- 8.7 The entire invoice amount will become immediately and fully due and payable upon the non-timely payment of an agreed instalment on the due date, as well as if the Client has been declared bankrupt, if it has applied for a provisional or other suspension of payments, if the statutory debt rescheduling arrangement [*wettelijke schuldsaneringsregeling*, or *WSNP*] has been declared applicable to it, if the Client has been appointed a guardian or conservator, if any attachment

is levied on the Buyer's property and/or claims, or if the Client dies, is put in liquidation or is dissolved. If one of the aforementioned situations occurs, the Client must inform Daniels of that fact immediately.

- 8.8 The payments effected by the Client will first be applied to any costs due, then to any interest that has accrued and finally to the longest-outstanding invoices payable, even if the Client indicates that the payment concerned relates to a more recent invoice.
- 8.9 The Client must report any inaccuracies in Daniels' invoices in writing to Daniels within 5 working days of the invoice date, in default of which the Client will be considered to have approved and accepted the invoice.

Article 9 – Cancellation and compensation

- 9.1 The Client may not cancel a given order. If the Client nevertheless cancels all or part of a placed order, it will be obliged to pay Daniels all costs reasonably incurred with a view to the performance of this order, the work performed by Daniels and Daniels' loss of profits, plus VAT.

Article 10 – Protection of personal data

- 10.1 Daniels, the Client and the Supplier all qualify as controllers within the meaning of the General Data Protection Regulation and will be independently responsible for compliance with the legislation. The Client and the Supplier will be mutually obliged to do so and also with respect to Daniels.
- 10.2 In so far as personal data are processed by Daniels in the context of the performance of the work, these data will be processed in a proper, transparent and careful manner in accordance with legislation.
- 10.3 Daniels will process only the personal data that are required to fulfil a statutory obligation, or for the purpose of the performance of the agreement with the

Client and the Supplier. The processing of personal data by Daniels is intended solely to facilitate purchasing and transport processes between the Client and the Supplier.

- 10.4 If the agreement between the Client and the Supplier ends, Daniels will terminate the processing of the personal data. In contrast, processed personal data will be deleted only after the termination of current purchasing and transport processes and possible disputes.
- 10.5 In so far as Daniels has a justified interest in the processing of personal data after the termination of current purchasing and transport processes or disputes, these personal data do not have to be deleted.
- 10.6 The Client will forward to Daniels without unreasonable delay any requests or complaints received from data subjects or the Dutch Data Protection Authority [*Autoriteit Persoonsgegevens*] relating to personal data processed by Daniels during the performance of the agreement. The Client will inform the data subjects or the Dutch Data Protection Authority in good time of the forwarding to Daniels.
- 10.7 The Client will cooperate in full with Daniels if a request or complaint is received as referred to in Article 11.1 of these General Engagement and Delivery Terms and Conditions.

Section 11 - Liability

- 11.1 The Client will have no claim whatsoever against Daniels due to defects in or in respect of the products supplied by the Supplier. Daniels is therefore not liable for direct and/or indirect damage, including personal injury or property damage [*persoons- en zaakschade*], intangible loss, harm or loss caused by interruptions of operations [*bedrijfs- en/of stagnatieschade*] or any other form of consequential damage [*gevolgschade*], whatever its cause, except in the event of deliberate recklessness or an intentional act or omission on Daniels' part.

- 11.2 Daniels is not a party to the contract with the Supplier and will never be liable for harm or loss ensuing from or relating to the performance of the agreement between the Supplier and the Client, except in the event of deliberate recklessness or an intentional act or omission on Daniels' part.
- 11.3 Daniels will also not be liable as defined above for acts and/or omissions on the part of its employees or other persons who fall within the scope of its risk, including any deliberate recklessness or intentional act or omission on the part of said persons.
- 11.4 Daniels will not be liable for any harm or loss ensuing from any acts and/or omissions on the part of the third parties which it engages in connection with any agreement and which are not subordinate to Daniels, such as transporters and persons and legal entities involved in the transfer of the products.
- 11.5 In all cases in which Daniels is held liable to pay damages, the amount of said damages will never exceed the fee amount that the Client will owe to Daniels pursuant to the order to which the harm or loss relates. If the harm or loss is covered by Daniels' insurance policy, the damages will never exceed the amount actually paid out by the insurer.
- 11.6 Unless such is acknowledged by Daniels, every claim against Daniels will automatically lapse 12 months after the claim arose.
- 11.7 The Client will indemnify Daniels, its employees and any assistants it engages in the performance of the agreement against any third-party claims, including claims based on the doctrine of strict liability, that relate to the performance of this agreement, regardless of the basis for said claims.

Article 12 – Representation

- 12.1 If the Client acts on behalf of one or more other parties, it will be liable with respect to Daniels as if it were the actual Client, without prejudice to the liability

of those other parties.

Article 13 - Final provisions

- 13.1 The nullity or voidability of any provision of these conditions or of any agreements to which these conditions apply will not affect the validity of the other provisions. Daniels and the Supplier and/or Client will be obliged to replace any null or nullified provisions by valid provisions the purport of which is as similar as possible to that of the null or nullified provisions.
- 13.2 All disputes between Daniels and the Client and/or Supplier will be submitted in the first instance to the Breda District Court, provided that no other Dutch court has absolute jurisdiction over such dispute and unless Daniels opts to ignore this provision and elects to submit the dispute to another competent court.
- 13.3 All agreements between Daniels and the Client, as well as all agreements that Daniels concludes on the Client's behalf, will be governed exclusively by Dutch law.
- 13.4 Any applicability of international conventions on the sale of movable goods which the parties can declare inapplicable is hereby expressly excluded. More specifically, the applicability of the CISG 1980 (Convention on the International Sale of Goods 1980) is hereby expressly excluded.
- 13.5 In the event of any dispute regarding the interpretation of these General Terms and Conditions, the Dutch-language version of the text will prevail.