

GENERAL CONDITIONS OF SALE of STC INTERNATIONAL B.V.

1. Definitions

1.1 In these General Conditions the following definitions apply:

- Contractor: the private company with limited liability STC INTERNATIONAL B.V., listed in the Commercial Register of the Chamber of Commerce under number 61426903, with its registered office in Monster, Westland municipality;
- Client: every natural person or legal entity with whom/which the Contractor has entered into an agreement for carrying out and/or providing services, items and/or activities (of any nature whatsoever), or to whom the Contractor submits offers;
- Assignment and/or Agreement: any assignment given to or agreement with the Contractor with regard to an assignment agreement and/or contract of sale of items and goods and/or an agreement for carrying out (advisory) activities by the Contractor;

2. Applicability of these General Conditions

2.1 These General Conditions form part of all offers made by the Contractor, all assignments to the Contractor and all agreements formed with the Contractor with regard to providing products and/or services and/or activities by the Contractor and any obligations arising from those agreements and (new) agreements ensuing from them between the Contractor and its Client.

2.2 Insofar as not explicitly otherwise provided for by the parties in a written agreement, all the provisions of these General Conditions are fully and unconditionally effective between the parties. Every reference by a Contractor to its own or other general terms and conditions, howsoever called and howsoever done at any stage of the formation of the agreement with the Contractor, is explicitly rejected.

2.3 Arrangements or agreements with employees of the Contractor who have no authority to act, will not be binding on the Contractor unless they have been confirmed in writing by the Contractor's employees with authoritative power. In this connection all employees who have no power of attorney to act on behalf of the Contractor, as is for instance evident from the Commercial Register, must be considered as employees without authority to act.

2.4 Any conditions and/or provisions of a written agreement prevail over those of these General Conditions, insofar as they are contradictory.

2.5 If any provision of these General Conditions is invalid or is annulled, the other provisions of these General Conditions will remain fully effective and the Client and the Contractor will enter into consultation with each other in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the invalid or annulled provision.

2.6 The Contractor reserves the right to amend these General Conditions. The amended Conditions will become effective at the moment the Client has had a reasonable opportunity to take note of them.

3. Nature of the obligations, deviations

3.1 Except with regard to the type and quantity of the items and/or services to be provided, quotations and agreements to be entered into based on them will only constitute obligations for the Contractor to perform to the best of its abilities.

3.2 Any amendments to the agreement, including deviations from these General Conditions, must be agreed and laid down in writing. This does not apply to price changes as referred to in Clause 5 of these General Conditions.

4. Offer, formation and amendment of the agreement

4.1 All offers by the Contractor are always made without obligation, unless explicitly stated otherwise in writing.

4.2 The nature and the extent of the activities and/or services and/or supply of products to be

provided by the Contractor must be described in the quotation.

4.3. A withdrawal of an offer by the Contractor within a time limit set by the Contractor remains possible, even when the offer has not been made without obligation.

4.4. An agreement between the Contractor and the Client is formed at the moment that the Contractor confirms the acceptance of an assignment or order of the Client in writing; the extent and contents of the agreement is as this ensues from the written confirmation by the Contractor.

4.5. Quotations by the Contractor form the agreement in the absence of a further written agreement and in that case then form the only valid document of the agreement. Agreements are also considered to have been formed if and as soon as the Contractor commenced with its activities.

4.6. Subject to the explicit written consent of the Contractor, the Client is not entitled to revoke an assignment already given to provide products and/or services and/or activities. In the event that the Contractor agrees to revoke an assignment already given to provide products and/or services and/or activities, the Contractor remains entitled to any down payment already made.

4.7. The Contractor is not obliged to honour an agreement at a quoted price which is clearly based on a printing and/or writing error.

5. Prices and price increase

5.1 The prices quoted by the Contractor are expressed in Dutch currency excluding value added tax, packing, packaging material, forwarding and transport costs, shipping documents, inspections, insurance and any surcharges imposed by the authorities, howsoever called. Insofar as discounts are agreed explicitly in writing, they only apply to the net price.

5.2. The Contractor reserves the right to change the agreed prices if during the performance of the agreement the costs increase due to an increase in the import duties, turnover tax, legally prescribed or allowed wages payable, or due to other government measures, all this at the discretion of the Contractor.

6. Obligations of the Client

6.1. The products to be supplied, the provisions to be made, the activities to be carried out and the tasks to be organised by the Contractor are only as laid down in the agreement.

6.2. The Client ensures that the Contractor shall in each case have at its disposal within due time the information, details and approvals required for the agreement.

7. Delivery and delivery time

7.1 All deliveries by the Contractor will be invoiced, except when they form part of the agreed price and are therefore included in the price, all this without prejudice to the fee payable for transport.

7.2 Delivery periods are only given as approximates and therefore never constitute deadlines. The Contractor will never owe damages due to losses caused by exceeding the delivery period and neither will this entitle the Client to dissolve the agreement.

7.3 The Contractor is allowed to part-deliver the items sold unless a part-delivery has no independent value. If the items are delivered in parts, the Contractor will also be entitled to invoice each part separately, without prejudice to the fee payable for transport.

7.4 When the items to be delivered are sent at the request of a Client, the Client will bear the risk of the dispatch. At the explicit written request of a Client the Contractor shall insure the dispatch at the expense of the Client in a usual way.

7.5 A Client guarantees that the Contractor has free access to the location where the agreed items must be delivered. If the Contractor cannot adequately access the delivery location, the Client must compensate the Contractor for the losses arising from this. The losses consist in any event of the costs incurred in vain by the Contractor as well as lost profits.

7.6 The Client is obliged to take receipt of the items purchased at the moment at which they are delivered to him or at the moment at which they are made available to him according to the agreement. Notwithstanding the provisions in Clause 7.4, all items to be delivered by the Contractor will be at the risk of the Client from the moment that they are made available to the Client.

7.7 If transport by a third party takes place, the Client shall indemnify the Contractor for any claims by the carrier on the Contractor arising from and/or associated with the agreement between the Contractor and the Client.

7.8 If the Client refuses to take receipt of the items or fails to give information or instructions necessary for the delivery, the items can be stored by the Contractor at the expense and risk of the Client, without prejudice to the Client's obligation to pay the agreed price.

7.9 The contractor strives to ensure that its product, transport and storage suppliers are GFSI certified. The suppliers are assessed annually. However, the GFSI chain of suppliers is not always 100% continuous. Products at least meet European legislation for food safety. In association with the suppliers, we ensure customer-specific requirements are met, over and above the statutory minimum. This safeguards food safety from producer to end customer. The customer agrees to this when agreeing to the General Terms and Conditions of Sale of the contractor.

8. Risk transfer

8.1. Delivery takes place ex-works, business location of the Contractor. The Client is obliged to take receipt of the items he purchased at the agreed location and time. The risk of the item transfers at the moment that the Contractor makes it available to the Client.

8.2. If the Client does not take receipt of the items on the day that the items are offered to him, the Contractor will be entitled to store, sell or destroy the items at the expense and risk of the Client, all this at the discretion of the Contractor, whereby the costs of transport, storage, sale or destruction of the items will be at the expense of the Client.

8.3. If the items are stored for the Client by or on behalf of the Contractor at the Contractor or at a third party, the delivery takes place the moment the items are stored.

8.4. Regardless of the provisions in paragraph 1 of this Clause, the Client and the Contractor may agree that the Contractor takes care of the transport. The risk of storage, loading, transport and unloading will in that case rest on the Client. The Client can take out insurance against these risks.

9. Packaging materials

9.1. Any packaging materials provided by or on behalf of the Contractor including pallets, crates and boxes for which deposit money has been charged, will be taken in return at the invoice price applicable at the time they are returned, possibly increased by a fixed fee according to the arrangement applicable to that. The packaging materials to be returned should be given back clean, empty and in a good condition so as to be suitable for fresh fruit and vegetables.

9.2. When packaging materials are returned via the Contractor's own means of transport, the packaging materials must be sorted ready for transport.

9.3. Any packaging materials not delivered through the Contractor will only be taken back insofar as the Contractor has the respective products in its own range.

10. Payment, interest and collection costs

10.1 Unless otherwise agreed in writing, payment must take place immediately but at the latest within 14 days of the invoice date, by transfer of the due amount to a bank or giro account number indicated by the Contractor on the invoice or made known in another way. The Contractor will always be entitled to demand payment before the Contractor proceeds to deliver the items purchased to the Client.

10.2. All costs of the payment traffic are at the expense of the Client, also to the extent that a bank charges the Contractor for them and also if they relate to international payment traffic.

10.3 After the payment period meant in the previous paragraph has expired, the Client will be in default by operation of law and from the moment of being in default the Client will owe the statutory commercial interest rate on the amount due and payable. This default will not be cancelled in the event that the Client received a last payment reminder from the Contractor after the payment period meant in the previous paragraph has expired, and due to this the Client has been given the further opportunity to pay after having received this reminder.

10.4 In addition, the Client will be liable for all extrajudicial collection costs. The extrajudicial collection costs are calculated on the basis of the Extrajudicial Collection Costs Decree.

10.5 The Client will owe to the Contractor all court costs actually incurred by the Contractor in all instances, if the Contractor and the Client conducted legal action with regard to an agreement and in that connection the Client has been fully or largely found at fault.

10.6 Payment must always take place without any suspension, discount or setoff, howsoever called. Any objections and/or complaints will not suspend the payment period. In the event of late payment the Contractor will be entitled to suspend the performance of the agreement until payment has taken place.

10.7 Payments made by the Client always first serve to pay all payable costs including extrajudicial collection costs, then the interest accrued and finally the oldest principal sum payable and the current interest.

10.8 The Contractor is at all times entitled to demand additional security from the Client for the fulfilment of his obligations before the delivery or before the continued delivery. The Client is obliged to provide the security requested by the Contractor. If the Client does not comply with this request within the stipulated period, he will immediately be in default. In that case the Contractor will be entitled to dissolve the agreement and to recover its damages from the Client.

11. Intellectual property

11.1 All intellectual property of the services/items provided by the Contractor is and remains the Contractor's property, insofar as it does not accrue to the suppliers of the Contractor, and without the explicit written consent of the Contractor it shall not be used, reproduced, adjusted and/or put at the disposal of third parties in any way.

11.2 Without the consent of the Contractor the Client is forbidden in any way to reproduce, disclose, operate, use or display any material of the Contractor on which intellectual property rights rest.

11.3 The Client is obliged to inform the Contractor immediately of any claims by third parties on the intellectual property rights of the Contractor.

12. Retention of title

12.1 The items delivered by the Contractor remain the full and exclusive property of the Contractor until the Client has fully fulfilled all his obligations under and/or in connection with all agreements entered into with the Contractor.

12.2 With regard to the items delivered by the Contractor which are covered by the retention of title pursuant to paragraph 1, the Client is explicitly not allowed to resell these items to third parties other than in the course of the Client's normal business operations, or to make them available and/or to establish restricted rights on them.

12.3 If the Client does not fulfil his obligations or if there is reasonable fear that he will not fulfil them, the Contractor will be entitled at all times to remove the delivered goods to which the retention of title is attached as meant in paragraph 1 from the Client or from third parties holding the items for the Client or to have them removed. The Client is obliged to cooperate fully with this.

12.4 If any third parties want to establish or exercise any right on the items covered by the retention of title, the Client will be obliged to inform the Contractor of this immediately.

12.5 The Client undertakes to cooperate with all reasonable measures which the Contractor wants to take in order to protect its ownership right with regard to the delivered items.

13. Defects and period for complaints

13.1 The items delivered are deemed to comply with regard to the quantity, weight and requirements prescribed by public and/or private law with what has been agreed or prescribed, subject to evidence to the contrary to be provided by the Client.

13.2 The Client is obliged to check the items immediately after delivery (as described in Clause 8). Any shortages of or damage to the items which have been established on this inspection must be stated by the Client on the delivery note, unless otherwise agreed or made known by the Contractor, failing which the Client cannot invoke shortages or damage.

13.3 The Client must notify the Contractor in writing immediately after discovery of any shortcomings which he could not have established during the inspection as meant in the previous paragraph. In any event, he should have reported the shortcomings within 24 hours after the items have been made available or are deemed to have been made available to the Client. In the absence of written notification within due time the Client cannot invoke the shortcomings.

13.4 The Client is obliged to keep in possession the entire consignment of items delivered and enable the Contractor to inspect the items. The Client is at all times obliged to ensure the preservation of the items with due care.

13.5 Non-acceptance of items by the Client is not possible without the Contractor having been told of this. In the absence of this the items are considered to have been accepted. From the moment at which the items have been or are deemed to have been made available to the Client, they will be at the risk of the Client.

13.6 The notification of defects or shortages to the Contractor does not affect the obligation of the Client to payment and taking receipt of the items purchased.

13.7 The Client must have submitted in writing to the Contractor any complaints about the invoice amount within the payment period, on pain of all rights lapsing.

14. Liability

14.1 The Contractor can only be liable for direct loss and then only to the extent that: (i) this loss is not the result of exceptional circumstances against the harmful consequences of which the Contractor did not have to take suitable measures in connection with the nature of the activities and it would be unreasonable to let the Contractor bear the loss and (ii) insofar as this loss has been

inflicted by the activities carried out by the Contractor and is attributable to demonstrable negligence, carelessness or improper handling by the Contractor.

14.2. In all cases the Contractor will only be liable for the loss suffered by the Client if the Contractor failed attributably in fulfilling any obligation resting on it or has committed a wrongful act against the Client and to the extent that the Client proves that this loss is due to the intention or gross negligence of the Contractor.

14.3 If the Contractor must accept liability, the liability of the Contractor will be limited to the amount of the sum insured that will be paid in the respective case on account of insurance taken out by the Contractor (less the excess), on the understanding that liability of the Contractor for indirect loss, such as, but not limited to, immaterial loss, consequential loss, operational losses, lost profits and/or lost turnover, is excluded.

14.4 Notwithstanding the provisions set out in the previous paragraphs, the total liability of the Contractor shall never exceed the amount of the price of the respective

assignment for each damaging event, whereby a series of associated events are considered as one single event.

14.5. The Contractor is not liable for damage caused because or after the Client has worked or processed the items, has delivered them to third parties, or has had them worked or processed or had them delivered to third parties.

14.6. The Contractor is not liable for damage caused by third parties whether or not engaged by it and/or due to late or incorrect delivery. The Contractor is not liable for damage caused by the intention or conscious recklessness of auxiliaries or non-management employees.

14.7. The Contractor is not liable if the damage is attributable to the intention, gross negligence or otherwise seriously blameworthy acts, or injudicious or improper use by or on behalf of the Client.

14.8. The Client indemnifies the Contractor, its employees and the auxiliaries engaged by the Contractor against all claims (for damages) by third parties arising from or associated in any way whatsoever with the sale or delivery of items by the Contractor to the Client, including claims based on (infringements of) intellectual property rights, such as plant breeder's rights, and liability arising from any defect in any item delivered.

14.9. The Contractor is not liable for loss including operational losses on the part of the Client and/or third parties due to the items being unavailable or not available within due time, unless in the event of intention or gross negligence. The Client shall indemnify the Contractor against any claims by third parties with regard to the said loss (or causes of damage).

14.10. The Client is liable for all losses of any nature whatsoever which are inflicted by him, his employees or auxiliaries engaged by him, on persons and/or goods situated at any business premises of the Contractor, regardless of whether the loss was foreseeable for the Client.

15. Force majeure

15.1. The term force majeure means all those circumstances and/or situations in which the fulfilment of the obligation is temporarily or permanently impossible and/or unreasonably onerous for the Contractor. This includes for instance: floods, storms above force ten, earthquakes as well as work strikes by the employees of the Contractor, blockades, non-performance by any suppliers or subcontractors of the Contractor, government measures rendering the performance temporarily or permanently impossible and any circumstance beyond the control of the Contractor by which performance of the agreement cannot reasonably be required of the Contractor.

15.2. During the force majeure situation the delivery and other obligations of the Contractor will be suspended. If due to force majeure the period, during which fulfilment of the obligations by the Contractor is impossible, lasts longer than four weeks, both parties will be entitled to dissolve the agreement without there being any obligation to pay compensation in that case.

15.3. If on the occurrence of a force majeure situation, the Contractor has already partly performed its obligations or can only partly fulfil its obligations, it will be entitled to invoice separately the part already delivered or available for delivery and the Client will be obliged to pay this invoice as if it related to a separate agreement, provided the part already delivered or available for delivery has an independent value.

16. Special cases of a claim becoming due and payable / termination

16.1. All claims on the Client are immediately due and payable and the Contractor will be entitled but not obliged to suspend, dissolve and/or terminate any agreements with the Client by giving notice with immediate effect, without the Client having any right to compensation, if:

- the Client is declared bankrupt, applies for a moratorium, an application has been lodged for him to be placed under guardianship, when any items of the Client are seized and on the death of the Client, or on liquidation or dissolution of the business of the Client or if the statutory debt rescheduling scheme is declared applicable;
- the Contractor's items under retention of title are destroyed or become damaged after delivery, or the Contractor loses its ownership right to the items due to specification, accession, confusion of property or otherwise;
- the Contractor asked the Client on entering into the agreement to furnish security for the performance and this security has not been forthcoming.

17. Secrecy

17.1. Both parties are obliged to observe secrecy concerning all confidential information that they receive from each other or from other sources within the scope of their agreement. Information will be deemed to be confidential if it has been specified as such by the other party or if such is evident from the nature of the information.

17.2. The Client is not entitled to assign his rights or obligations pursuant to any agreement with the

Contractor fully or partially to a third party without the written consent of the Contractor.

18. Dispute settlement and applicable law

18.1 Any and all disputes between the parties will be exclusively submitted to the competent court in The Hague.

18.2 These Conditions of Sale and all other agreements between the Contractor and the Client are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention or any other international convention with regard to the sale of movables is explicitly excluded, insofar as this is possible under those conventions.