

GENERAL TERMS AND CONDITIONS OF SALE

Zon Holding B.V., having its registered office at Venrayseweg 104 in (5928 RH) Venlo, the Netherlands, as well as its legal successors and/or companies affiliated with it, hereinafter to be referred to as: 'ZON', has adopted the following General Terms and Conditions of Sale:

Article 1 Applicability

1. These General Terms and Conditions of Sale will apply to and constitute an integral part of all quotes furnished, offers made and agreements concluded by ZON, and the execution thereof. These Terms and Conditions will also apply to deliveries and services to be provided by ZON, whether related or not to the sale of products, and to the sale of packaging and other materials. These General Terms and Conditions of Sale will therefore apply to all legal and other acts (including non-action) by ZON and its counterparty in this regard (hereinafter: 'the Customer').
2. These General Terms and Conditions of Sale will apply as well for the benefit of third parties engaged by ZON in connection with the performance of the agreement.
3. Deviations from and/or additions to any provision in these General Terms and Conditions of Sale will only bind ZON if these deviations and/or additions have expressly been agreed on by ZON and the Customer in writing without reservation. Any agreed deviations and/or additions will pertain solely to the agreement concerned.
4. Unless otherwise expressly agreed in writing beforehand, these General Terms and Conditions of Sale will supersede any general or specific terms and conditions or provisions by the Customer.
5. Further, these General Terms and Conditions of Sale will apply to follow-up and future agreements, even if they do not refer to these General Terms and Conditions of Sale.
6. ZON may amend these General Terms and Conditions of Sale. The amendments will take effect on the date announced by ZON.

Article 2 Agreement

1. ZON may revoke the offer within two business days after receiving the acceptance.
2. The Customer will receive a written order confirmation or written record of the agreement from ZON. This written record may consist of the invoice and/or order receipt. If, after the agreement is formed, the parties agree on further and/or additional provisions or changes, these will only be binding if and insofar as these provisions have been recorded in writing and confirmed by ZON. This written record, too, may consist of the invoice and/or order receipt.

Article 3 Manner of sale

Sale

1. A sale will commence with ZON's providing a quote to the Customer. A quote, estimate or statement will not be binding on ZON and will only constitute an invitation to the Customer to make an order. An agreement will only be formed if and insofar as ZON accepts an order. Acceptance may only occur in writing in the form of a weekly or seasonal contract or an order confirmation.

2. If there is a brokered sale in the form of a day order, both the quote and the acceptance may be made orally or in writing.
3. Pre-sales agreements will merely provide the right to delivery insofar as the supply data available to ZON shows that the products will actually be available on the designated date and the products are not intended by ZON to be sold or delivered in another manner.

Clock sales

4. With clock sales, a purchase agreement will be formed through the Customer's number and the price becoming illuminated on the clock and the auctioneer's then entering the quantities desired by the Customer. ZON will determine the order in which products are sold.
5. If necessary because of a defect in the auction device or related equipment, a misunderstanding or the like, the auctioneer may find that a purchase was not effectuated. A misunderstanding must, with a statement of reasons, be reported to the auctioneer immediately, that is, before the clock stops for the following sales transaction. In that instance, none of the parties concerned will be entitled to claim compensation.
6. A purchase agreement will not be formed if the price indicated on the clock is less than the withdrawal price or minimum price.
7. ZON may determine the amount of a product which must at least be purchased (the purchase minimum) and which may at most be purchased (the purchase maximum) per transaction. A purchase agreement pertaining to fewer products than the purchase minimum will be deemed to pertain to the purchase minimum. A purchase agreement pertaining to more products than the purchase maximum will be deemed to pertain to the purchase maximum.
8. With both lot sales and block sales, ZON may withdraw a consignment which has been offered.

Article 4 Prices, fees and costs

1. Unless expressly agreed otherwise, the prices indicated in the quotes, offers and agreements will be exclusive of incidental fees and costs. The incidental costs will consist, for example, of the costs for containers, load bearers, shipment, transport and insurance, and any levies and taxes imposed by the government (including VAT).
2. The fees indicated in the quotes, offers and agreements will be based on the cost price applicable to ZON at the time the quotes, offers or agreements are issued or concluded. If this cost price increases after those agreements are concluded but before delivery, due to circumstances reasonably beyond ZON's control (including, but not limited to, government measures), ZON may pass on the increase in the cost price to the Customer.

Article 5 Delivery

Delivery site and risk transfer

1. Unless the parties have expressly agreed on another manner of delivery, deliveries will be made 'ex works', that is, at one of ZON's business spaces or the grower's business (ex works, in conformity with the relevant provisions in the latest version of the Incoterms).

2. The Customer must take receipt of the products purchased by it at the agreed sites and on the agreed dates.
3. If the Customer does not take receipt on the agreed delivery date, the Customer will be liable for the products from the agreed date on which the products were furnished.
4. If the Customer has not taken possession of the products on the agreed delivery date, ZON may store, sell or destroy the products, or instruct others to do so, at the Customer's expense and risk. The transport, sales or destruction costs will be paid by the Customer.
5. With clock sales, ZON will exert its best efforts to deliver the products within two (2) hours after the clock sale for the day concerned ends.
6. If an order confirmation encompasses multiple delivery dates, an attempt will be made to distribute the products to be delivered proportionately across the various delivery dates.
7. Unless the parties have expressly agreed otherwise, the agreed delivery date will not be a strict deadline.
8. As long as they remain within reasonable limits, delays in the delivery will not entitle the Customer to rescission of the agreement or any compensation.

Product to be delivered

9. In terms of quantity and weight, as well as requirements mandated under public law and/or private law, the amount delivered by ZON will be deemed to satisfy the relevant agreements made by the parties, subject to proof to the contrary to be furnished by the Customer.
10. In the event of minor deviations in such characteristics as size, quality and colour, the product delivered will be deemed to satisfy the agreement.
11. If a sample is exhibited or provided by ZON, this will be presumed to have been displayed or furnished solely as an indication. The characteristics of the products to be delivered may deviate from the sample, unless ZON has expressly stated that delivery would be made in conformity with the sample exhibited or provided. In the event of delivery in conformity with the sample, the characteristics of the product as verified by way of random check at the time of delivery must be the same as the characteristics of the sample, but with due observance of the provisions in paragraph 10. In the event of delivery in conformity with the sample, the Customer will be deemed to have inspected the sample if it has not expressly rejected this in writing beforehand. For purposes of assessing the product's quality, the quality definition announced by ZON beforehand will be determinative.
12. ZON will determine the amount and quality and selection grade of the products purchased by the Customer. For purposes of assessing the product's quality, the quality definition announced by ZON beforehand will be determinative. This information will be noted on the invoice. Subject to proof to the contrary, ZON's determination will be binding on the parties. The Customer will be given a copy of the invoice or a printout of the relevant information from the computerised system.
13. If the amount of products intended for delivery under pre-sales agreements is insufficient on any day to fulfil all the pre-sales agreements, ZON may allocate this to the Customer based on a formula which, taking all the circumstances into account, it deems reasonable, with seasonal

contracts being given priority in the allocation over weekly contracts, and weekly contracts being given priority over day orders.

14. Orders placed which entail that delivery will be made from a grower's company will merely give a right to delivery on the set date and time for the amounts and quality of products available at the grower concerned. The Customer must sign, or instruct others to sign, for receipt at the site. If the grower does not have enough products available on the supply date to fulfil the pre-sales agreement, ZON may, in consultation with the Customer, supplement the order with products of the same type and quality which are available to ZON. ZON need not do this.

Delivery in containers and/or load bearers

15. Unless otherwise agreed, the products will be delivered to the Customer in the type of container to be determined by ZON and normally used by it. The Customer will owe ZON a fee for delivery in containers. If, for whatever reason, a certain type of container is not available, ZON may deliver the products in another type of container. The extra and reduced costs will be determined and set off by ZON in that case.
16. The Customer must return a multi-use container, insofar as this is owned by ZON or a third party from which ZON has obtained the container, immediately after use and in proper condition to ZON or the third party which provided the container to ZON. The Customer may not use ZON's multi-use container for other purposes besides storing and transporting products delivered to it by ZON. The container will continue to be owned by ZON or the third party which provided the container to ZON. Costs for the loss of or damage to the container will be paid by the Customer.
17. With respect to the multi-use container provided to ZON by third parties pursuant to these third parties' terms and conditions, those terms and conditions for customers will be deemed to constitute part of these General Terms and Conditions.
18. The provisions in paragraphs 5.15 through 5.17 regarding containers will apply as well to the pallets on which the delivered product is stacked.

Article 6 Acceptance and complaints

1. Immediately after ZON's delivery of the agreed products, the Customer must inspect and check these products. The Customer must ascertain whether the products delivered conform to the provisions in the agreement, specifically:
 - a. whether the right products have been delivered;
 - b. whether the products delivered satisfy the relevant quality requirements set and agreed on, or the requirements which may be set for normal use and/or for commercial purposes;
 - c. whether, in terms of quantity (number, amount and weight), the products delivered are consistent with what the parties agreed on. If the discrepancy observed by the Customer is less than 10%, the Customer must fully accept the products delivered, with a proportionate reduction of the agreed price.
2. If the products are delivered ex works, the Customer must check the products delivered in ZON's

business space. In those instances in which the products are delivered in a business space elsewhere on Fresh Park Venlo's premises, ZON hereby agrees that the check will be performed in the business space concerned. The products delivered will in that case be deemed to have been checked within one hour after shipment at ZON.

3. Any defects or complaints not relating to the circumstances stated in paragraph 1(c) of this Article must, immediately after discovery, but in any event within 24 hours after delivery, be reported to ZON in writing, with substantiation. If ZON does not receive a complaint immediately after the products are delivered, the products will be deemed to have been delivered in conformity with the provisions in the agreement and without any defects.
4. Complaints concerning non-visible defects must be reported in writing to ZON as soon as possible after discovery, so that ZON can investigate the correctness of these complaints on-site. The Customer must enable ZON to verify the correctness of the Customer's complaint. If ZON has not received a written complaint from the Customer within 24 hours after delivery, the breach and/or defect will be deemed not to have existed at the time of delivery, but rather, the parties will assume that it was established that this breach and/or defect arose after delivery.
5. The provisions in this Article will apply in full if the products delivered by ZON for the Customer are delivered at a third party. Hence, the Customer may never invoke as an argument against ZON that it did not inspect or check the products delivered because these had been stored elsewhere, at a third party.
6. The Customer must, in preserving the products, act at all times as a prudent creditor and/or owner.

Article 7 Payments

1. Unless otherwise agreed in writing, the Customer must – without a discount or claim to a set-off – pay the agreed price after receiving the invoice pertaining to the delivery, within 14 days of the invoice date.
2. ZON may set a payment period for the Customer shorter than the one referred to above, announce a 'credit limit' or demand immediate payment or security for payment. The Customer must comply with these rules and immediately furnish the requested payments or security.
3. Any payment transaction costs will be borne by the Customer, including insofar as a bank charges these to ZON and even if international payments are involved.
4. After the payment period lapses, the Customer will be in default by operation of law, without a further notice of default being required. The Customer will then owe interest of 1% per calendar month or portion thereof on the outstanding principal sum. If ZON takes legal or other action to obtain collection, the Customer must pay all the ensuing costs, but in any event at least 15% of the principal sum owed.
5. The Customer may not set off the amounts invoiced by ZON against a counterclaim asserted by the Customer or suspend payment in connection with a counterclaim asserted by the Customer.
6. Payments made by the Customer will be applied first to the payment of any interest or costs owed and then to the payment of the due and payable invoices which have been outstanding the

longest. This will not change if the Customer indicates that the payment relates to a later invoice.

7. The entire invoice amount will become immediately due and payable in full if an agreed instalment is not paid punctually on the due date, as well as if the Customer is declared insolvent or requests a suspension of payments (temporary or otherwise) or the debt management scheme (under the Debt Management (Natural Persons) Act [WSNP]) is declared applicable to it, or if it applies for a guardianship order or any attachment is levied against the Customer's property and/or claims, or if the Customer dies, goes into liquidation or is dissolved. If one of the aforementioned situations arises, the Customer must immediately notify ZON.

Article 8 Retention of title

1. Products delivered by ZON and/or independent growers will remain ZON's or the particular growers' property until full payment of all of ZON's claims against the Customer under the agreements concluded between them, including interest and costs.
2. If the Customer does not fulfil its obligations, ZON has good reason to fear that the Customer will be unable to fulfil its obligations under the agreement or it is suspected that the Customer will not fulfil its obligations, ZON may, at the Customer's expense, retrieve the products delivered by ZON – to which the retention of title referred to in paragraph 1 of this Article applies – from the Customer or the third party holding the products for the Customer, or cause these products to be retrieved. The Customer must cooperate in such an action by ZON.
3. If third parties wish to create or enforce any right regarding the products delivered by ZON and/or independent growers subject to retention of title, the Customer will immediately inform ZON. In addition, the Customer must point out to this third party that the products were delivered subject to retention of title. The Customer must furnish the third party with the agreement concluded between the parties, showing that title was retained with respect to the products delivered.
4. The Customer must cooperate in any measures which ZON wishes to take to protect its ownership rights concerning the products delivered by it and/or independent growers.

Article 9 Liability

1. The Customer will be liable for any damage of whatever nature caused by it, its employees or agents engaged by it to persons and/or property of ZON and/or service providers engaged by it.
2. ZON hereby excludes any liability towards the Customer, its employees or agents engaged by it for damage, however arisen, including direct and indirect damage, such as consequential damage or lost profits, except for damage caused by ZON's wilful misconduct or gross negligence.
3. Without prejudice to the provisions in paragraph 2 of this Article, in all instances in which ZON, all persons working there and/or the agents engaged by ZON must pay compensation, this will never exceed the invoice amount for the products delivered (exclusive of VAT and the value of the packaging) and/or services through which or in connection with which the damage was caused. If the damage is covered by ZON's insurance, the compensation will, moreover, never exceed the amount actually paid out by the insurer in the particular case.
4. The Customer will indemnify ZON, its employees and the agents engaged by ZON against any

third-party claims ensuing from or relating in any manner to the sale or delivery of products or services by ZON to the Customer, including claims based on breaches of intellectual property rights, such as plant breeder's rights, and liability ensuing from any defect in any product delivered.

5. ZON will not be liable for damage, including lost profits by the Customer and/or third parties, on account of the non-availability or non-timely availability of products, a particular type of container or packaging, except in cases of wilful misconduct or gross negligence. The Customer will take this into account in its dealings with third parties and will indemnify ZON against third-party claims regarding the aforementioned damage (and causes of damage).
6. If the Customer or a third party to which the Customer has re-delivered the products delivered by ZON carries out a recall (or causes this to be carried out), ZON may only be held liable for the related costs (or a portion thereof) if:
 - i) it is established that ZON is liable for the facts giving rise to the recall and
 - ii) ZON was consulted and had input before the recall was conducted and
 - iii) it is established that the Customer acted as a reasonably acting and reasonably competent colleague and tried to keep the costs associated with the recall to a minimum.
7. Any claim against ZON, except those acknowledged by ZON, will be extinguished 12 months after the claim arose.

Article 10 Force majeure

1. In a situation of force majeure, ZON may either suspend performance of the agreement or rescind the agreement in whole or in part, without the Customer being able to file any claim for compensation against ZON.
2. 'Force majeure' on ZON's part will include the following circumstances:
 - strikes by ZON's employees or by third parties engaged by it to perform the agreement;
 - illness by ZON's employees or by third parties engaged by it to perform the agreement;
 - measures and/or prohibitions by the Dutch and/or foreign governments which ZON is subject to;
 - unforeseeable and unpredictable traffic problems;
 - accidents with a means of transport utilised to perform the agreement and unforeseen technical defects in these means of transport;
 - breaches by ZON's suppliers;
 - the theft of items necessary to carry out the agreement;
 - as well as any other unforeseeable circumstances which prevent ZON from timely and properly performing the agreement.
3. If, when the force majeure situation commences, ZON has already partially fulfilled its obligations or can only fulfil part of its obligations, it may separately invoice the portion already delivered or which can be delivered. The Customer must then pay the invoice as if it concerned a separate agreement.
4. Any agreements relating to the sale of agricultural products will be subject to a harvest reservation. If, because the harvest (as regards amount and/or quality) of agricultural products has

turned out to be less than expected (including due to rejection by the competent authorities) and fewer products are available than reasonably could have been expected when the agreement was concluded, ZON may reduce the amounts sold by it accordingly. By delivering this reduced quantity, ZON will have fully satisfied its delivery obligations. ZON will not be required then to provide alternative agricultural products, nor will it be liable for any damage whatsoever.

Article 11 Default and rescission

1. If the Customer does not fulfil any obligation ensuing for it under the agreement concluded with ZON or under the law (including the obligation to make timely payment stated in Article 7 of these General Terms and Conditions of Sale), or does not do so in a proper or timely manner, the Customer will be in default without any notice, and ZON may suspend performance of the agreement and/or rescind in whole or in part that agreement or agreements directly relating to it, without ZON being obliged to pay any compensation and without prejudice to ZON's other rights.
2. In the event of a suspension of payments (temporary or otherwise), insolvency, or shutdown or liquidation of the Customer's business, all agreements with the Customer will be rescinded by operation of law, unless ZON informs the Customer within a reasonable period that it desires performance of the agreements concerned (in whole or in part), in which case ZON may, without a notice of default, suspend performance of the agreements concerned until payment has been sufficiently assured, without prejudice to ZON's other rights.
3. ZON may terminate the agreement if the force majeure situation is permanent for the Customer. The Customer will then compensate ZON for all costs incurred and to be incurred by ZON.
4. In each of the situations referred to in paragraphs 1, 2 and 3 of this Article, all claims by ZON against the Customer will become immediately due and payable, and the Customer must immediately return to ZON all products delivered by ZON to the Customer which have not been paid for and/or items leased out, lent or otherwise furnished to the Customer by ZON.
5. If an agreement is rescinded pursuant to paragraph 2 of this Article, ZON may charge for any transport and administrative costs associated with the retrieval of all products delivered by ZON to the Customer which have not been paid for and/or items leased out, lent or otherwise furnished to the Customer by ZON. ZON will be entitled to set off these transport and administrative costs against any amounts owed by ZON to the Customer.

Article 12 Intellectual property rights

1. ZON hereby expressly reserves any intellectual property rights (including word and pictorial marks) regarding products delivered by it.
2. The Customer may not infringe, in the broadest sense of the word, a third party's intellectual property right through the use of products and packaging materials delivered by ZON. The Customer will indemnify ZON against any third-party claims on account of an infringement of intellectual property rights which arises through the use of the products delivered by ZON and which occurs after ZON's delivery of the products to the Customer.
3. The Customer will not include on the products which are not from ZON any word mark, pictorial

mark, packaging material or the like belonging to or originating from ZON. Nor will the Customer offer, sell or deliver to third parties products which are not from ZON, but which include any word marks, pictorial marks, packaging materials or the like belonging to or originating from ZON.

Article 13 Final provisions

1. Unless it receives written permission from ZON, the Customer may not transfer in whole or in part to a third party its rights or obligations under any agreement with ZON.
2. Any disputes between ZON and the Consumer ensuing from or relating to an agreement concluded between them, including those requiring urgent resolution, will solely be presented to the competent court for the city/town where ZON has its registered office, without prejudice to ZON's right to present the dispute, if desired, to the court where the Customer has its place of business.
3. Dutch law will solely apply to these Sales Terms and Conditions and any other agreements between the parties. The Vienna Sales Convention and any other international treaty concerning the sale of moveable property will, insofar as this is possible under these treaties, expressly not apply.

DELIVERY OF SERVICES

Article 14 General

1. Besides the general provisions (Articles 1 through 13), Articles 15 through 16 will apply insofar as the relationship between ZON and the Customer pertains to services to be delivered by ZON to the Customer. In the event of inconsistency with other articles in the General Terms and Conditions of Sale, Articles 15 through 16 will prevail.

Article 15 Risks and insurance

1. The Customer will be liable for any delivery of services, including, but not limited to, storage, treatment and/or processing of products.
2. ZON will never be obliged to take out insurance for the products entrusted to it. The Customer must adequately insure itself against any risks which the products could encounter during the period that the services are delivered.

Article 16 Retrieval of products

1. The Customer must retrieve the products entrusted to ZON for delivery of the services at the locations and on the dates agreed on.
2. If the Customer has not taken possession of the products on the retrieval date, ZON may store or destroy the products at the Customer's expense and risk. The transport, storage or destruction costs will be paid by the Customer.