

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF FRUTORIA (version June 2019)

1 Definitions

1.1 In these General Terms and Conditions of Sale and Delivery the following terms have the following meaning:

a. Frutoria: the private limited company Frutoria B.V., having its registered office in Huizen, Chamber of Commerce number 32036130, or (legal) persons and companies affiliated with Frutoria B.V. who/which are a party to the contract to which these General Terms and Conditions apply;

b. buyer: the (legal) person or company who/which purchases goods from Frutoria and/or instructs Frutoria to manufacture and/or deliver goods and/or to carry out work;

c. assignment and/or contract: every contract between Frutoria and the buyer concerning the purchase and sale of goods and/or execution of work by Frutoria, unless the parties have explicitly agreed otherwise in writing;

d. the General Terms and Conditions: these General Terms and Conditions of Sale and Delivery used by Frutoria.

2 Applicability

2.1 The General Terms and Conditions apply to all requests for offers, offers, quotes, order confirmations, contracts and deliveries (including modified, additional and follow-up assignments) concerning the sale of goods and/or execution of work by Frutoria, unless the parties explicitly agree otherwise in writing. These General Terms and Conditions apply between the parties even after the contract has ended.

2.2 By the mere placing of an assignment and/or taking receipt of the goods delivered and/or work executed by Frutoria, the receiving party accepts the General Terms and Conditions as buyer and these are deemed a (tacit) part of the contract without additional written confirmation of Frutoria or the buyer being necessary therefor.

2.3 In the event of conflict between the contents of the contract made between the buyer and Frutoria and these General Terms and Conditions, the provisions of the contract will prevail.

2.4 In so far as any provision of these General Terms and Conditions is void or otherwise unenforceable, this will not affect the validity of the other provisions of these General Terms and Conditions. In addition, a legally valid provision which approximates the contents and intent of the void or voided provision as much as possible will apply.

2.5 If in a given case Frutoria does not enforce a provision of the General Terms and Condition, or deviates therefrom, this does not entail that it will not be able to enforce these General Terms and Conditions in subsequent cases.

2.6 In the event of conflict with translated terms and conditions, the Dutch version of these General Terms and Conditions will prevail.

3 Offers

3.1 All offers of Frutoria are without commitment.

3.2 Any price quote is based on the assumption that Frutoria can perform the contract under normal circumstances and during its normal working hours and on the basis of the details, specifications, recipes and other information which the buyer has furnished at the time of the offer. Frutoria may rely on the accuracy and completeness of this information and, unless explicitly otherwise agreed, has no responsibility to assess or verify this.

3.3 Unless Frutoria has explicitly included such in its offer, assignment confirmation, order confirmation or contract, Frutoria has no knowledge of the use intended by the buyer of the goods delivered or to be delivered by Frutoria and Frutoria is never responsible or liable in any way whatsoever for (the consequences of) the realisation of risks connected with such intended use.

3.4 The buyer cannot derive any rights from advice and information which he receives from Frutoria if these are not directly related to the contract.

3.5 Offers, drawings, samples, software, production methods, recipes and documents relating to the contract which Frutoria has provided, as well as any copyrights and other industrial and intellectual property rights remain Frutoria's property and may not in any way be duplicated, reproduced, taken over or made available to third parties for inspection without Frutoria's consent.

4 Contract

4.1 Subject to the provisions hereinafter, a contract with Frutoria, as well as changes and additions thereto, will only be effected if and in so far as Frutoria has accepted or confirmed them in writing or by email or Frutoria has actually performed the contract.

4.2 Any assignment confirmation or order confirmation of Frutoria is deemed to accurately and completely represent the content and intent of the contract.

4.3 In the event the assignment is not accepted or confirmed in writing or by email and Frutoria has actually performed the contract, the parties also view the invoice as an assignment confirmation or order confirmation, which is also deemed to accurately and completely represent the contents and intent of the contract.

4.4 Without Frutoria's written consent the buyer is not entitled to transfer his rights under the contract to a third party or to encumber said rights. The provisions of this clause have property law aspects.

5 Prices

5.1 Unless otherwise agreed, the specified prices are:

- based on the factual details which were relevant for the performance of the contract at the time of the assignment confirmation or the order confirmation;
- based on timely and complete provision by the buyer of the necessary information and goods to Frutoria;
- based on the amount of the purchase prices, wages, salary costs, social security and government charges, packing and other costs applicable at the time of the assignment confirmation or the order confirmation;
- based on delivery ex factory, warehouse or other storage place of Frutoria (i.e. EXW: ex works as referred to in Incoterms 2010);
- exclusive of VAT, import duties and other taxes, levies and charges;
- exclusive of the costs of loading and unloading, transport and insurance;
- stated in euros, changes in exchange rates will be passed on;
- exclusive of packaging.

5.2 In the event of an increase of one or more of the cost price factors, Frutoria is entitled to increase the prices agreed with the buyer accordingly, subject to any existing statutory regulations.

5.3 Article 5.2. also applies with regard to contracts which Frutoria delivers or executes in instalments, in so far as instalments are concerned which at the time the increase of one or more cost price factors arises have not yet been delivered or executed.

5.4 All costs ensuing from additions and/or changes to an assignment by or on behalf of the buyer are fully at the buyer's expense.

6 Delivery time

6.1 Specified and agreed delivery times and other times indicated by Frutoria are approximates and time is never to be deemed of the essence. Time can only be of the essence if Frutoria stipulates an exact delivery date in the assignment confirmation or the order confirmation, whereby it is explicitly stated that time is of the essence.

6.2 The delivery time is determined based on the expectation that Frutoria can keep working, as was foreseen at the time of the offer and the necessary goods to be obtained from third parties are delivered to Frutoria in time and the work to be executed by third parties on Frutoria's instruction is executed in time.

6.3 If this expectation turns out to be unjustified, even if this is the result of circumstances which could be foreseen at the time the contract was made, the delivery time will be extended by the same number of days as the delay has lasted.

6.4 The delivery time will also be extended if the buyer, after making the contract, changes the assignment or otherwise delays the performance thereof.

6.5 If the buyer is of the opinion that Frutoria's exceeding of the approximate delivery time indicated by Frutoria is unreasonably cumbersome for him, the buyer is obliged to give Frutoria a reasonable time for delivery by recorded mail.

6.6 Exceeding of the approximate delivery time indicated by Frutoria does not give the buyer any entitlement to delivery from stock of Frutoria in the event the goods have been supplied by a third party.

7 Delivery

7.1 Delivery will be effected as long as stocks last.

7.2 The time when the goods leave Frutoria's factory building/warehouse or after the buyer has been notified that the goods are ready for delivery will be deemed the time of delivery to the buyer. All risks pass to the buyer at that time.

7.3 Frutoria is bound to deliver the agreed composition, recipes, quantities, dimensions and other specifications to the buyer, on the understanding that minor deviations, both positive and negative, are permitted. Delivered goods can differ somewhat from each other, and show differences with samples which have been shown or provided, as well as show irregularities. These deviations are deemed to form part of the contract made between the parties and the purchase price will not be reduced or increased.

7.4 Frutoria is never bound to effect subsequent delivery of any shortfalls of less than 10% of the agreed weight. A shortfall of less than 10% never leads to liability on the part of Frutoria. If the delivered quantity deviates from the agreed quantity, the invoice amount will be adjusted accordingly.

7.5 If it has been agreed that Frutoria will take care of the transport, the costs thereof will be passed on to the buyer, unless otherwise agreed in writing.

7.6 If it has been agreed that Frutoria will take care of the transport, Frutoria is entitled to choose the method of transport, whereby impediments or temporary hindering of the chosen method of transport do not oblige Frutoria to choose a different method, unless otherwise agreed in writing.

7.7 Frutoria is entitled to deliver in instalments (part deliveries), which can be invoiced by Frutoria individually and must be paid by the buyer in conformity with the provisions in Article 10.

8 Packing materials

8.1. Unless explicitly otherwise indicated on the invoice, the packing material used by Frutoria, in which Frutoria offers goods to the buyer, is intended for one-off use. If the packing material is intended for one-off use, Frutoria is neither bound to take back the packing material nor to pay any compensation for the storage and/or destruction of the packing material.

9 Storage

9.1 If the goods to be delivered cannot be transported immediately or within the agreed on-demand term to the destination, Frutoria is entitled, without notice of default, to store these goods at the buyer's expense and risk with Frutoria or with third parties, and to demand payment as if the delivery had taken place. In those cases in which the buyer, after notice of default,

does not take receipt of the goods within a reasonable term, Frutoria has the right to sell the goods to third parties, in which case the net proceeds will be deducted from the total amount which the buyer owes Frutoria.

10 Payments

10.1. The buyer must pay Frutoria's invoices within at latest 14 days after the invoice date by deposit on or transfer to the bank account stated on the invoice, unless otherwise agreed. The deposit date on Frutoria's bank statements is deemed the day of payment.

10.2. The buyer must pay Frutoria's invoices without suspension, discount or set-off.

10.3. In the event the agreed payment term is exceeded, the buyer will be in default as of the day that said term has ended, without any further notice of default on the part of Frutoria being necessary.

10.4. Payments made by the buyer will always be put toward the costs, then toward the interest owing and lastly toward the principal sum and the accruing interest in order to pay all sums owing, in order of the outstanding invoices which have been owing the longest. This applies even if the buyer stipulates otherwise with his payment.

10.5. In the event of non-performance or late performance or improper performance of any obligation to which the buyer is subject with regard to Frutoria, death, long-term incapacity; in the event the buyer is made subject to administration or guardianship, (an application for) moratorium on payment, bankruptcy and/or debt rescheduling, attachment of property of the buyer, whole or partial transfer and/or cessation of the buyer's business, merger, division and dissolution of the buyer; in the event control over the buyer's business passes directly or indirectly to one or more others, as referred to in the SER Merger Code of Conduct Rules 2015, even if those rules do not apply and/or in the event of apparent reduced creditworthiness of the buyer, Frutoria is entitled to terminate all ongoing contracts or parts thereof, which at that time still have to be performed, with immediate effect by means of an extrajudicial statement, without any judicial intervention being required and without prejudice to its right to demand compensation in this respect.

10.6. In the situations referred to in the preceding paragraph, every claim which Frutoria might have on the buyer is immediately due in full.

10.7. All legal costs of Frutoria relating to the collection of the sums owed to Frutoria which have not been paid on time, are at the buyer's expense. The judicial costs will be fixed at the actual legal costs incurred by Frutoria.

10.8. Frutoria is at all times entitled, both upon and after entering into a contract with the buyer, before (further) performance, to demand an immediately payable advance and/or security, which advance and/or security (in Frutoria's opinion) offer(s) sufficient cover for all obligations existing at that time and all obligations yet to arise with regard to Frutoria.

11 Cancellation

11.1 Cancellation of an assignment is only possible if Frutoria has not yet executed the assignment in whole or in part.

11.2 In the event of cancellation under the circumstances stated in paragraph 1 the buyer owes fixed compensation of costs of 15% of the purchase price or assignment price to Frutoria.

12 Retention of title

12.1 The title to all goods delivered or to be delivered remains with Frutoria and will only pass when the buyer has paid the price and any applicable costs, penalties, interest and compensation relating to the delivered goods, including preceding and following deliveries, including the work executed or to be executed by Frutoria on behalf of the buyer.

12.2 As long as the buyer has not paid the claims mentioned in the preceding paragraph, the buyer is not entitled to transfer title to delivered goods or to encumber said goods, unless such is within the framework of the normal course of his business. The provisions in this article have property law aspects.

12.3 Frutoria has the right to either take or retain possession of the goods until the buyer has paid the sum owing including costs, interest and/or compensation, or to sell the goods to third parties, in which case the net proceeds will be deducted from the total sum which the buyer owes Frutoria.

12.4 If the buyer fails in the performance of his payment obligations to Frutoria or Frutoria has good grounds for fearing that the buyer will fail in those obligations, Frutoria is entitled without notice of default to take back the delivered goods which are subject to retention of title. The buyer hereby irrevocably authorises Frutoria to enter the place where these goods are located and to actually retrieve these goods. After retrieval of the goods the buyer will be credited for the market value, which in no case can be higher than the original purchase price, reduced by the costs made by Frutoria and the loss which has been suffered and will be suffered by Frutoria.

12.5 In the event of commingling, accession or conversion into new goods of delivered goods which entails that Frutoria cannot enforce its retention of title, the buyer is obliged to pledge the newly formed goods to Frutoria on Frutoria's first request or (in the case of registered property) to grant a mortgage on the registered property of which the delivered goods have come to form part. If the buyer is not authorised to grant a pledge or mortgage the buyer is bound on Frutoria's first request to give sufficient security – in Frutoria's opinion – in some other way.

13 Guarantee

13.1 The goods delivered by and work executed by Frutoria will correspond with the contract at the time of delivery, subject to the margins common in the trade.

13.2 In the event Frutoria has procured delivered goods from third parties, the guarantee will be limited to the guarantee given by the relevant supplier.

13.3 If it turns out that delivery was not properly effected, the goods must be returned to Frutoria delivery paid. After that Frutoria will make the choice whether it will:

- repair the goods;
- replace the goods;
- credit the buyer for a proportional part of the invoice.

13.4 No guarantee will be given if defects are the result of:

- normal wear and tear;
- incompetent use, treatment and storage of the goods and packaging;
- incorrect storage.

13.5 No guarantee will be given on delivered goods which were not new at the time of delivery or on goods prescribed by the buyer or which have been delivered by him or on his behalf.

14 Complaints

14.1 Upon every delivery (including packaging) the buyer must immediately upon receipt and in any event at latest within 24 hours after receipt check whether they correspond with the contract. Because of (possibly changing) circumstances during transport, storage, processing, substrate use or product application (without Frutoria's knowledge and beyond its control), Frutoria emphatically advises carrying out sufficient tests to ensure that the delivered goods are suitable for the intended processes and uses.

14.2 Complaints relating to visible defects must be lodged with Frutoria at latest within 8 days after delivery in writing or by email. The buyer must indicate in writing what the defect is and when and how he discovered

the defect.

14.3 Complaints with regard to hidden defects must also be lodged with Frutoria in writing and by email, at latest within 8 days after such a defect has been discovered or – partly in view of the buyer's obligation under Article 14.1. – should reasonably have been discovered. The buyer must indicate in this respect what the defect is and when and how he discovered this defect.

14.4 Complaints relating to a part of the order cannot lead to rejection of the entire order, unless they are integrally connected with each other.

14.5 Complaints on every invoice must be lodged with Frutoria in writing or by email at latest within 14 days after the invoice date, whereby in the event of failure to do so the invoice is deemed to be correct and complete.

14.6 Return shipments will only be accepted and taken into receipt by Frutoria after written confirmation of agreement and must always be effected delivery paid. Return shipments must always state the date and number of the order on which the original delivery took place, and the date and number of the invoice on which the goods are set out.

14.7 The buyer will not be able to lodge complaints with regard to goods which he has processed.

14.8 In the event of late or improper lodging of a complaint in conformity with the provisions in this Article 14, all rights of the buyer in this respect will lapse and the buyer can no longer claim that what has been delivered does not correspond with the contract.

15 Force majeure

15.1 Force majeure within the meaning of this article means circumstances which hinder the performance of the contract by Frutoria and which are not attributable to Frutoria.

15.2 Force majeure as referred to in the preceding paragraph means international conflicts, violent or armed conflicts, terrorism, measures of any domestic, foreign, supranational or international authorities, boycott actions, work irregularities and incapacity on the part of third parties or among own personnel, natural disasters and other external disasters, fire, water damage, stagnation and/or delay in the supply of goods, lack of shipping space, disruptions/malfunctions of the electricity supply, communication connections or other equipment or software of Frutoria. There is force majeure if Frutoria can claim such with reasons, without prejudice to the buyer's right to prove the contrary.

15.3 If such a circumstance should arise Frutoria will take those measures which can reasonably be demanded of it to limit the buyer's loss.

15.4 During force majeure the delivery obligations and other obligations of Frutoria will be suspended. If the period in which performance of the obligations by Frutoria is not possible due to force majeure, lasts longer than two months, both parties have the right to terminate the contract without judicial intervention, without in such case any obligation to pay compensation of loss and costs arising.

15.5 If upon the arising of the force majeure Frutoria has already partly performed its obligations, or can only partly perform its obligations, it is entitled to invoice the part that has already been delivered or the part that can be delivered separately and the buyer is bound to pay this invoice as if a separate contract were concerned.

16 Liability

16.1 If the delivered goods and work do not correspond with the contract and the buyer has lodged a complaint in this respect in time and in the agreed manner, Frutoria is – at its election – only bound to rectify the relevant defect or to replace the delivered goods or to credit a proportionate part of the invoice. The buyer will at all times – whereby failure to comply entails loss of any right of the buyer ensuing from or

connected with the defect – fully give Frutoria the opportunity as often as Frutoria deems such necessary to effect repair, replacement and/or crediting. Any liability of Frutoria is limited to this.

16.2 Frutoria can only be liable to the buyer for direct loss which is the direct and immediate result of a shortcoming attributable to Frutoria. Frutoria is in no case liable for consequential loss, including in this respect inter alia commercial loss, lost profit, stagnation loss, research costs, loss as a result of claims of any third party on the buyer, loss relating to a product recall, as a result of or connected in the broadest sense with the goods delivered by and/or the work executed by Frutoria.

16.3 If the limitation of liability cannot be successfully claimed as referred to in the preceding paragraphs, Frutoria's total liability is in any event limited to the amount which Frutoria invoices the buyer with regard to the relevant contract, exclusive of VAT.

16.4 In cases in which Frutoria is held liable by third parties for loss caused by goods and/or work which Frutoria has delivered to or executed for the buyer, the buyer unconditionally indemnifies Frutoria against the consequences of claims of third parties, which ensue from or are connected with the performance of a contract by Frutoria, including the costs of legal assistance in those cases in which Frutoria is not (or no longer) liable to the buyer, either on the basis of these Terms and Conditions, or otherwise.

16.5 Frutoria is not liable for damage to third parties which is due to breach of patents, copyrights and/or other industrial and intellectual property rights by using materials, recipes or parts, or by application of working methods which have been furnished or prescribed to Frutoria by or on behalf of the buyer. The buyer is bound to unconditionally indemnify Frutoria against these claims.

16.6 If Frutoria is nevertheless bound to pay compensation to third parties, Frutoria has the right to recourse in respect of the buyer. This right of recourse also extends to the compensation, interest and judicial and extra-judicial costs to be paid and/or which have been paid by Frutoria.

16.7 Any exclusion and limitation of liability in the General Terms and Conditions does not apply in the event of intent and/or wilful misconduct of Frutoria and/or members of Frutoria's board of directors or company management and/or if and in so far as this would be contrary to the provisions of Articles 6:192 and/or 7:25(2) of the Dutch Civil Code and/or any other mandatory provision.

16.8 The buyer waives the right to demand or desire modification of (the consequences of) a contract with Frutoria pursuant to Articles 6:230(2) and/or 6:258 and/or 3:53(2) Dutch Civil Code.

17 Privacy statement

17.1 Frutoria processes personal data in the execution of the work. What personal data Frutoria processes is described in the privacy statement which can be viewed on the Frutoria website.

18 Disputes

18.1 All offers, order confirmations, contracts and the execution thereof to which the General Terms and Conditions apply in whole or in part are exclusively governed by Dutch law. The provisions of the Vienna Sales Convention (Convention on the International Sale of Goods) do not apply, nor does any future international regulation concerning purchase of personal property, the working of which can be excluded by the parties.

18.2 All disputes ensuing from and/or connected with the contract made between the parties, including the mere claiming of what is owed, will exclusively be brought before the competent civil court in the place where Frutoria has its registered office, such in so far as the law permits this, without prejudice to Frutoria's

right to bring the matter before the court which has jurisdiction in the place where the buyer has his registered office.