



GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY OF COOL PORT PACKING ROTTERDAM

ARTICLE 1: APPLICABILITY

1. In these general terms and conditions CPPR is taken to mean: Cool Port Packing Rotterdam B.V., Ch. of Comm. 67973051.
2. In these general terms and conditions the client is taken to mean: the natural person, whether or not acting in the exercise of a profession or business, or the legal entity that, related to the delivery of goods and/or services by CPPR, or as the case may be the execution of any other performance with CPPR, has entered into an agreement with CPPR, or is in negotiations with CPPR regarding this.
3. These general terms and conditions apply to all offers, tenders and agreements between CPPR and the client with regard to the delivery of movable goods and/or the provision of services, inter alia consisting of sorting, packaging, cleaning, polishing, commission contract and related agreements and the obligations ensuing from these agreements and subsequent (new) agreements between CPPR and its client.
4. The use or applicability of the (general) terms and conditions of the client is expressly rejected, unless expressly agreed otherwise in writing.
5. Insofar as parties have not expressly determined otherwise in writing, all provisions of these general terms and conditions are fully and unconditionally in effect between parties.
6. Derogation from these terms and conditions can only be in writing. The other terms and conditions, which are not expressly derogated from, will remain in full effect. Derogation from these terms and conditions will only apply for the cases determined in this agreement, unless this derogation is confirmed in a following agreement.
7. If one or more provisions of these general terms and conditions were at any time to be wholly or in part null and void or voided, the remaining provisions of these general terms and conditions will continue to be fully applicable and parties will enter into consultation in order to agree to new provisions in the course of which the objective and effect of the original provisions will be observed as much as possible.
8. In the event of conflict the provisions of the agreement in writing will prevail over these general terms and conditions.
9. In the event that these terms and conditions are also drawn up in a language other than Dutch, the Dutch text will always be decisive in case of disputes.

ARTICLE 2: COMING INTO EFFECT OF THE AGREEMENT

1. All offers from CPPR are without obligation and revocable, unless expressly agreed otherwise in writing.
2. All information and/or specifications provided with an offer or tender will always be an approximation and will only be binding for CPPR if that has been expressly confirmed in writing in so many words.
3. All offers made by or on behalf of CPPR, representatives of CPPR, or other intermediaries acting for CPPR, have a period of validity of 3 months (one season). If the agreement has not come into effect within this period in conformity with the provisions of article 2, subclause 4, or as the case may be if the confirmation in writing from the client substantively derogates from the offer made by

CPPR, the agreement will only come into effect if and as soon as an authorised officer of CPPR has expressly confirmed the agreement in writing in conformity with subclause 4 of this article.

4. An agreement comes into effect as soon as this has been confirmed in writing by an officer of CPPR. The confirmation of the assignment will be deemed to represent the agreement correctly and fully, unless the client objects in writing within two days after receipt of the confirmation of the assignment. In the absence of a further agreement in writing, the offers from CPPR will constitute the agreement and in that case will constitute the only valid document of the agreement. Agreements will also be deemed to have come into effect if and as soon as CPPR has commenced its work. All agreements will be deemed to have come into effect at the business location of CPPR.
5. If CPPR concludes an agreement with two or more legal entities/natural persons, each of these legal entities/natural persons will be jointly and severally liable for the fulfilment of the obligations ensuing from this agreement for them vis-à-vis CPPR.
6. The client will also be bound in that case by an assignment if the assignment is provided to CPPR by an auxiliary person engaged by the client.
7. The agreements that are concluded by (commercial) representatives of CPPR, or by other intermediaries acting for CPPR, will not be binding for CPPR unless an authorised officer of CPPR has expressly confirmed the agreement in writing to the client.
8. Amendments of and addendums to the agreement by the client will only be binding if these are confirmed in writing by an authorised officer of CPPR. No rights can be derived from any verbal arrangements.

ARTICLE 3: PERFORMANCE OF THE AGREEMENT

1. The client will ensure that CPPR will be provided in a timely manner with all data and documents that are necessary for the performance of the agreement. If it might appear that the information provided by the client is incorrect, incomplete and/or unreliable, all extra costs that CPPR must incur related to the performance of the agreement will be at the client's expense, without prejudice to the obligation of the client to indemnify CPPR against claims by third parties.
2. An assignment to CPPR implies the authority for CPPR to, if necessary, engage third parties and to accept any limitation of liability of third parties also on behalf of the client.
3. With regard to products, or parts (components) of products, produced by third parties, CPPR is only to be regarded as an onward supplier vis-à-vis the client and CPPR will not be obliged to guarantee more vis-à-vis the client than that which the engaged third party guarantees vis-à-vis CPPR.

ARTICLE 4: PRICES

1. Quotations are always made on the basis of the prices applicable at the time of the offer. Unless stated otherwise in writing, the prices are in Euro and excluding (internal) transport costs. All prices stated are excluding turnover tax and other levies, taxes and duties imposed by authorities. Any change of the applicable VAT rate will be at any time and in all cases at the expense and risk of the client and will be unilaterally and promptly charged on by CPPR to the client.
2. CPPR will be entitled to increase the agreed price



if one or more of the following circumstances occur after the concluding of the agreement: increase of the costs of materials or services that are necessary for the performance of the agreement, increase of dispatch/transport costs, of wages, of employer's contributions, social insurance schemes, of the costs attached to other terms of employment, implementation of new and/or existing government levies, import and export duties, or other duties and/or taxes nationally and abroad or, in general, circumstances that are comparable with all this.

3. The prices stated in an offer only relate to the work and/or deliveries that are expressly described in the offer.
4. Any transport costs, dispatch costs, insurance costs and all other costs to be incurred related to the completion/delivery are not included in the price, unless agreed otherwise in writing.
5. CPPR will not be obliged to maintain an agreement at a stated price that is clearly based on a printing or clerical error.

ARTICLE 5: LOCATION AND MANNER OF DELIVERY

1. Unless otherwise agreed in writing, the periods are recorded to the best of one's knowledge and will be observed as much as possible. Nevertheless, they are never final deadlines. The mere exceeding of a stated delivery period will not cause CPPR to be in default. CPPR will not be liable for the consequences of any exceeding of a period. Any exceeding of a period will not give the client any right whatsoever to compensation and/or termination, wholly or in part, of the agreement.
2. In the event of a purchase agreement, and if a part of the order is ready, CPPR will be free at its discretion to deliver this part or to wait until the entire order is ready. If it has not been expressly agreed that the delivery will take place from stock, CPPR will have the right to deliver from the stock of third parties. Unless agreed otherwise, delivery will take place from the business locations or storage space (packaging station) of CPPR, being the so-called VAS-floor.
3. The risk transfers, insofar as permitted by law, to the client as soon as the goods have left the business or storage space of CPPR, or as soon as the goods have been set apart for the benefit of the client at CPPR or a third party, and a message has been communicated or sent that the purchased goods are ready for delivery, unless agreed otherwise in writing. The transport risk is for the client. If it has been agreed that the transport will take place by or on behalf of CPPR, the purchase will take place at the time of the delivery at the agreed location.
4. The client will take receipt of the goods and/or services as soon as CPPR offers these. If the client nevertheless refuses to take receipt of the goods and/or services, CPPR will be entitled to store the delivered goods at CPPR's site, or as the case may be elsewhere, at the client's expense, without prejudice to the obligation of the client to pay the agreed costs. If the client does not fulfil the client's payment obligation, CPPR will be in addition entitled, entirely at the sole discretion of CPPR, to terminate the agreement and the client will be obliged to compensate CPPR in full for the costs, damage and interest related thereto.
5. Additional arrangements, changes or external circumstances, which CPPR has no control over, can result in an extension of the time schedule agreed by parties.

6. Extra work and costs on the part of CPPR as a result of additional arrangements or changes or external circumstances, which CPPR has no control over, can be charged on to the client.
7. Without prejudice to the provisions elsewhere in these terms and conditions with regard to extension of the delivery date, the delivery date will be extended by the duration of the delay that arises on the part of CPPR as a result of the failure of fulfilment by the client of any of the obligations ensuing from the agreement or from any other agreement, whether or not related to the agreement, and/or any cooperation to be required from the client with regard to the performance of the agreement.

ARTICLE 6: DELIVERED QUANTITY

1. The delivered quantity will be deemed, with regard to the numbers and weight, as well as requirements prescribed by public and/or private law, to comply with that which has been agreed, or prescribed, with the exception of proof to the contrary to be provided by the client.

ARTICLE 7: RETENTION OF TITLE

1. All goods delivered by CPPR remain the property of CPPR until the time of payment in full of all claims of CPPR against the client on the basis of agreements concluded between parties, including interest and costs.
2. As long as the ownership of the goods has not been transferred to the client, the client may not pledge the goods or grant any right thereto to third parties.
3. The goods delivered by CPPR, which pursuant to subclause 1 are subject to retention of title, may only be sold on in the context of usual business operations of the client. The client undertakes not to assign or pledge claims that the client acquires against his purchasers, without prior permission in writing from CPPR. The client further undertakes to pledge the aforesaid claims to CPPR upon first request from CPPR, in the manner stated in Section 239 Book 3 of the Civil Code, as additional security for the payment of CPPR's claims against the client on whatsoever basis.
4. If the other party does not fulfil its obligations, or there is well-founded fear that the other party will not do so, CPPR will be entitled to take away, or have taken away, the goods delivered subject to the retention of title referred to in subclause 1 from the client or from third parties that hold the goods for the client. The client will be obliged to provide full cooperation to this.
5. If third parties want to establish or enforce any right to the goods delivered subject to retention of title, the client will be obliged to inform CPPR of this as soon as can be reasonably expected.
6. The client undertakes to provide cooperation within reasonable limits to all measures that CPPR will take for the protection of its ownership rights with regard to the delivered goods.

ARTICLE 8: RIGHT OF RETENTION AND RIGHT OF PLEDGE

1. Until the time that the client has fulfilled all the client's obligations towards CPPR, CPPR can towards any person and at the client's expense and risk hold the



goods, documents and funds that become available to CPPR in the context of its agreements with the client.

2. All goods, documents and funds that CPPR holds or will acquire, on whatsoever basis, will serve as collateral security of all claims that CPPR has or will acquire against the client.
3. CPPR can also exercise the rights granted to CPPR in subclauses 1 and 2 for that which the client still owes related to other agreements.

ARTICLE 9: FORCE MAJEURE

1. Without prejudice to the other rights accruing to CPPR, if CPPR is prevented from performing the agreement, or from performing the agreement in a timely manner, due to force majeure, CPPR will have the right to suspend the performance of the agreement, or to terminate the agreement wholly or in part, which will be at the discretion of CPPR, without CPPR being obliged to pay any compensation or otherwise. Force majeure is equated with unforeseen circumstances with regard to machines, persons and/or materials, which CPPR uses or tends to use during the performance of the agreement, which are of such a nature that the performance of the agreement becomes impossible through this, or to such an extent onerous and/or disproportionately expensive that the performance of the agreement can no longer be reasonably expected from CPPR.
2. If, at the occurrence of the force majeure, CPPR has already partially fulfilled its obligations, or can only fulfil its obligations partially, CPPR will be entitled to invoice for the already delivered or deliverable part separately, and the client will be obliged to pay this invoice as if it concerned a separate contract.

ARTICLE 10: OBLIGATIONS ON THE PART OF THE CLIENT

1. At the delivery the client must inspect the delivered goods in the presence of the driver. The client must hereby check whether the delivered products correspond with the agreement, namely:
 - a. whether the delivered products have been processed in the agreed manner;
 - b. whether the delivered goods meet the agreed (quality) requirements that can be set out for the applicable normal use and/or the applicable commercial purposes;
 - c. whether the delivered goods correspond in quantity (numbers, amount, weight) with that which has been agreed; if the shortfall amounts to less than 5% of the total, the client will be obliged to fully accept the delivery.
2. Any shortages or damage, which are present at the delivery, must be stated (must be let stated) by the client on the delivery note, invoice and/or the transport documents, in the absence of which complaints will not be dealt with in this respect.
3. If the delivery takes place in the packaging station, the client must immediately inspect the goods in conformity with subclause 1 of this article.
4. If the goods are delivered to a third party that holds these for the client, the client will be obliged to conduct the inspection, as referred to in subclause 1 of this

article, or have this inspection conducted, on the day of the delivery.

5. If the client wishes to make a complaint, the client will be obliged, subject to lapsing of rights, to report this in writing to CPPR stating the facts that these complaints relate to and as soon as possible after the discovery of the shortcoming, or after the client reasonably ought to have discovered the shortcoming, but no later than within 24 hours after the delivery.
6. Every right of complaint will lapse if and as soon as the client takes the delivery into use, processes, changes, onward supplies the delivery, or mixes the delivery with other goods, or does not properly preserve the delivery.
7. Complaints are not permitted with regard to derogations that are usual in the trade and the sector, or minor derogations in colours, quality, composition, thickness, quantity, years, and suchlike, unless agreed otherwise in writing.
8. CPPR will only be obliged to take note of submitted complaints if the client has fulfilled all the client's contractual obligations towards CPPR on whatsoever basis. The client cannot suspend or set off the client's obligations related to any complaint submitted by the client, except to the extent that provisions of mandatory legal provision prevent this.
9. In the event of a complaint the consignment concerned must remain present in its entirety and the client must provide CPPR with the opportunity to (let) view or (let) inspect the goods.
10. The client will be obliged to ensure at any time the preservation of the goods as a prudent debtor.
11. If the complaints made by the client are well-founded, also having regard to the provisions above, CPPR will, after consultation with the client, ensure redelivery within a reasonable period of goods of the same or comparable type. If requested, the client will transfer the replaced goods or parts to CPPR. The termination of the agreement, wholly or in part, by the client will only be possible with cooperation from CPPR.
12. If the complaints made by the client are well-founded, also having regard to the provisions above, but redelivery within a reasonable period of goods or service is not possible, CPPR will be entitled to deliver goods or a service of the nearest type, or as the case may be to apply a reasonable price reduction. The termination of the agreement, wholly or in part, by the client will only be possible with cooperation from CPPR.
13. With the exception of the event of personal intent or gross negligence, CPPR will not be liable for more or whatever damage, or whatsoever obligation, which might arise for the client and/or third parties as a result of the fact that redelivery of goods is not possible and CPPR has delivered goods of the nearest type.
14. The client will be obliged to inspect in a timely manner the labels and/or labelling and/or product information sent by CPPR to the client, i.e. within the period set out by CPPR and to inform CPPR accordingly in writing. If the client does not proceed with this in a timely manner, CPPR will assume the accuracy of the labels and/or labelling and/or product information applied by CPPR. CPPR will not be liable for whatsoever damage that might arise due to this for the client and/or third parties.

ARTICLE 11: LIABILITY ON THE PART OF CPPR



1. In the event that CPPR fails imputably in the fulfilment of any obligation vested in CPPR, or has committed an unlawful act towards the client, CPPR will only be liable, with the exception of CPPR's obligations on the basis of any guarantee provided by CPPR, towards the client for the damage suffered by the client related thereto, if the client proves that this damage can be attributed to the intentional act or gross negligence on the part of CPPR, or as the case may be on the part of CPPR's managerial employees.
2. CPPR will not be liable for trading loss, property damage, personal injury, or any damage whatsoever, that might arise directly or indirectly for the client and/or third parties.
3. If liability on the part of CPPR must be assumed on the basis of subclause 1, the liability on the part of CPPR will be limited to the damage that was foreseeable as a possible consequence of the act resulting in a payment obligation, with as the maximum the amount paid in the event concerned on the basis of the liability insurance taken out by CPPR, plus the amount of the deductible which is not borne by the insurer under the policy conditions.
4. CPPR will never be liable for damage that is the result of third parties engaged by the client and/or of the quality of the materials used or processed by the client, or of the use of the materials or equipment (including fork-lift trucks) provided by the client to CPPR.
5. CPPR will never be liable for damage of whatsoever nature, due to the fact that CPPR proceeded from the incorrect and/or incomplete information provided by the client, or due to the fact that the client has not provided the required data in a timely manner to CPPR.
6. Without prejudice to the provisions elsewhere in these general terms and conditions, CPPR will never be liable for goods and/or services that CPPR has purchased from third parties, for any more than insofar as these third parties are liable towards CPPR and offer recovery.
7. The client indemnifies CPPR and the (auxiliary) persons engaged by CPPR for the execution of CPPR's obligations against all claims by third parties on the basis of damage suffered by these third parties ensuing from or related to the performance by CPPR of the agreement, the use by the client of the goods delivered by CPPR, completed works and services provided, unless there is an intentional act or gross negligence on the part of CPPR and/or the (auxiliary) persons engaged by CPPR for the performance of the agreement.
8. CPPR stipulates all statutory and contractual defences, which it can rely on to contest its liability towards the client, also for the benefit of its employees and non-employees for whose conduct CPPR could be liable pursuant to the law.
9. Furthermore, any legal actions/claims must be made pending in legal proceedings no later than 1 year after the delivery of the agreed services and/or goods at the risk of forfeiting rights.

ARTICLE 12: PACKAGING

1. The packaging delivered Via CPPR, including pallets, crates and boxes, for which a returnable deposit is charged, will be accepted on return at the invoice price applicable at the time of the return, possibly increased by a fixed packaging payment in accordance with the arrangement applicable for this. The packaging to be

delivered must be clean and fresh to such an extent that it will be suitable for (re-)use for fresh edible horticultural products.

2. When returning packaging via the personal means of transport of CPPR, the packaging must be sorted and ready for transport, in the absence of which CPPR will have the right not to take back the packaging, or to charge on the costs.
3. Packaging that has not been delivered via CPPR will only be accepted on return insofar as CPPR trades the products concerned in its own product range.

ARTICLE 13: PAYMENT

1. The client must pay the invoice without deduction of any discount or compensation or set-off of other claims and without suspension, within fourteen days after the invoice date to a bank or giro account designated by CPPR, unless parties agree in writing to another payment term. The client is likewise obliged to fulfil other obligations within a reasonable time, without deduction of any discount, or compensation, or set-off and without any suspension.
2. Complaints due to executed deliveries will never give the client the right to suspend the client's payment obligation nor to any set-off.
3. The payments made by the client will serve firstly for the payment of all interest and costs owed and only thereafter for payment of the due and payable invoices outstanding the longest even if the client states that the payment relates to a later invoice.
4. The payment term as referred to in article 11.1. is a final deadline. If payment is not made in time the client will therefore be in default without notice of default and CPPR will be entitled to charge the statutory commercial interest from the due date of the invoice.
5. The claim for payment of the agreed price will be immediately due and payable if the client is declared bankrupt or goes into liquidation, applies for moratorium, an application for placement under guardianship is made pending, any attachment is levied on the client's goods or claims, the client dies or, if the client is a general partnership, a private limited company, or a public limited liability company, the client goes into liquidation, is dissolved, or gets another partner.
6. If the client is in arrears related to any payment to CPPR (even if this is resulting from another agreement) all amounts to be paid by the client to CPPR will become immediately due and payable in full, regardless of the condition of the assignments. In that case CPPR can suspend the performance of every agreement between parties until that which has become due and payable has been paid within a period to be set out by CPPR.
7. In the event of exceeding of the payment term referred to in subclause 1 the client will, without the requirement for any notice of default, owe from the due date the contractual interest of 2% per month or part of a month. Each time after the end of a year the amount over which the default interest is calculated will be increased by the interest owed over that year. Furthermore, the client will owe the judicial costs and extrajudicial costs, which are fixed at 15% of the amount to be claimed, without prejudice to the right of CPPR to charge the costs actually incurred, including any judicial costs, to the client, if these costs were to exceed the amount thus calculated. If the statutory interest is higher than the contractual interest during a



specific period, the statutory interest will apply instead of the contractual interest for this period. The judicial costs inter alia include all costs for the collection of the claim, such as the costs of attachment, the costs of the proceedings and the costs of a petition for bankruptcy.

8. Prior to commencing the performance of the agreement or prior to continuing the agreement, CPPR will be entitled to stipulate sufficient security from the client for the fulfilment of the payment obligations. The client will be obliged to provide sufficient, in the opinion of CPPR, security for every default, including pledging, for the fulfilment of the payment obligations. The offered security must be such that the claim together with the interest over this and costs are properly covered.
9. In the event that the client does not, or will not, fulfil the obligation vested in the client to purchase the goods in a timely manner at the agreed delivery location, CPPR will be entitled to store these goods at the expense and risk of the client, or to sell these in a suitable manner and to recover the amount owed to CPPR from the proceeds, provided that CPPR has given a demand to the client to still purchase the goods within 5 working days. CPPR will be entitled to pay the surplus to the client by means of set-off, also during the client's moratorium or bankruptcy.

ARTICLE 14: TERMINATION AND LIABILITY ON THE PART OF THE CLIENT

1. In the event that the client does not, does not properly, or does not in a timely manner fulfil any obligation towards CPPR, agrees to a debt settlement with its creditors, applies for moratorium, or goes through comparable proceedings, is declared bankrupt or goes into liquidation, closes or transfers its business and dies, or is placed under guardianship, if the client is a company, is dissolved, as well as if attachment in execution is levied on the client, the client will be deemed to be in default by operation of law, and CPPR will have the right, without notice of default and without judicial intervention, to suspend the performance of the agreement, or to terminate the agreement wholly or partly, or to have the agreement terminated by notice of termination, which will be at the discretion of CPPR, without CPPR being obliged to pay any compensation or guarantee, however without prejudice to the further rights accruing to CPPR.
2. If CPPR suspends the performance of the agreement and later still executes the agreement, the client will be obliged to compensate CPPR for the damage suffered by CPPR.
3. If CPPR terminates the agreement, the client or the client's successor in title will be liable for all damage suffered by CPPR, inter alia consisting of lost profits, loss suffered, product damage, costs and interest, transport costs, lost or paid commission, judicial and extrajudicial costs, as well as all further costs directly or indirectly related to the purchase.
4. Every claim that CPPR has or acquires against the client will become immediately due and payable on the part of the client in the event of an attributable failure.

ARTICLE 15: INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

1. CPPR expressly retains any intellectual and/or industrial property (trademarks) related to the products delivered by it.

2. The goods delivered to CPPR may not infringe any patent, licence, copyright, variety right, registered drawing or design, trademark, or trade name. The supplier indemnifies CPPR and its client against all claims of such a nature and irrevocably undertakes to compensate all damage caused through this.

ARTICLE 16: APPLICABLE LAW

1. The law of the Netherlands exclusively applies to all agreements with CPPR.
2. The Dutch text will be normative. The applicability of the 'Uniform Sales Acts' is expressly excluded for transactions abroad, but the 'Vienna Sales Convention' does apply, with the exception of articles 39, 50 and 52 of that Convention.

ARTICLE 17: DISPUTES

1. All disputes ensuing from the agreements concluded with CPPR, including the claim for payment of overdue amounts, will be adjudicated by the court with competent jurisdiction in CPPR's business location with the exclusion of all other authorities.
2. In derogation from the provisions of subclause 1 parties can agree in writing that the adjudication of the dispute will take place by another authority.