

GENERAL TERMS AND CONDITIONS OF SALE OF TOP FRESH TEELT B.V. AND TOP FRESH B.V., HEREINAFTER INDIVIDUALLY REFERRED TO AS TOP FRESH

ARTICLE 1 - DEFINITIONS

- 1.1 In these general terms and conditions, the following terms are defined as stated below:
 Top Fresh B.V.: the private limited company Top Fresh BV. in Kraggenburg, Chamber of Commerce number 62018914
 Top Fresh Teelt B.V.: the private limited company Top Fresh Teelt B.V. in Kraggenburg, Chamber of Commerce number: 77751655.
 Top Fresh: Top Fresh B.V. and/or Top Fresh Teelt B.V.
 Buyer: any natural person or legal entity with whom Top Fresh enters into an Agreement with regard to the delivery of goods.
 Agreement: the Agreement between Top Fresh and the Buyer with regard to the delivery of goods by Top Fresh to the Buyer.

ARTICLE 2 - GENERAL

- 2.1 These general terms and conditions of delivery apply to all requests, quotations, offers and Agreements relating to goods to be delivered by Top Fresh to the Buyer.
 2.2 The general terms and conditions of the Buyer are not applicable, not even in addition to these general terms and conditions of delivery of Top Fresh, and their possible applicability is hereby explicitly excluded, for now and in the future.
 2.3 These general terms and conditions of delivery can only be deviated from if the parties have explicitly agreed on this in writing.
 2.4 Top Fresh is authorised to make changes to these general terms and conditions of delivery. These changes come into effect on the announced effective date. If no effective date has been communicated, changes will take effect vis-à-vis the Buyer as soon as the change has been communicated to it.
 2.5 If any provision of these general terms and conditions of delivery is void or voided, the remaining provisions will remain in full force and effect and the parties will consult to agree on a new provision to replace the void or voided provision, taking the objective and purport of the void or voided provision into account to the greatest possible extent.
 2.6 If provisions in the Agreement conflict with provisions in these general terms and conditions of delivery, the provisions most favourable to Top Fresh will prevail.

ARTICLE 3 - OFFERS

- 3.1 Unless agreed otherwise in writing, offers issued by Top Fresh, including quotations, brochures and price lists, are without obligation and valid for thirty (30) days. Top Fresh is authorised to revoke its offer, even after acceptance of the offer by the Buyer.
 3.2 Top Fresh is not contractually bound by the Buyer's acceptance of the offer made by Top Fresh if such acceptance deviates from the terms specified in the offer. In that instance, the Agreement will not be concluded in accordance with this varying acceptance unless stated otherwise by Top Fresh in writing.
 3.3 Offers from Top Fresh do not apply to future assignments.

ARTICLE 4 - PRICES

- 4.1 The agreed prices are exclusive of VAT and other costs, such as import and export duties, transport costs and packaging, unless agreed otherwise in writing.
 4.2 Top Fresh is authorised to increase prices on the basis of external factors, such as taxes, raw materials, exchange rates, import duties, transport costs, external supplier prices and other levies. If the price increase amounts to more than 10%, the Buyer is entitled to terminate the Agreement, without Top Fresh being liable for any damage, for whatever reason.
 4.3 Settlement of exchange rate differences to the disadvantage of Top Fresh is excluded.

ARTICLE 5 - FORCE MAJEURE

- 5.1 In the event of force majeure, Top Fresh is entitled to suspend the fulfilment of contracts for the duration of the force majeure situation. If the duration or seriousness of the force majeure situation makes this necessary - which is at the discretion of Top Fresh - Top Fresh is entitled to consider the sales agreement, insofar as it has not yet been fulfilled, as dissolved

without judicial intervention and it is not obliged to pay any compensation. Top Fresh can dissolve the agreement, without any right to compensation, if the force majeure situation lasts longer than one month and/or the force majeure situation is expected to last longer than one month.

- 5.2 Unless stipulated otherwise below, force majeure is taken to mean every special circumstance that renders fulfilment of our delivery obligation impossible or inconvenient to the extent that fulfilment cannot reasonable expected from Top Fresh, such as war, mobilisation, strikes, illness-related absence from staff, labour disturbances, pandemics, revolution, uprising, riots, storm, floating ice, floods, stagnation in the electricity or water supply, industrial fire, business interruptions as a result of machinery breakdown or troubles with the energy supply, traffic hold-ups, transport issues, entire or partial crop failure, abnormal droughts or continuous and/or abnormal amounts of precipitation and/or frost, crop diseases, vermin plagues, non-compliance by suppliers, etc. In addition, Top Fresh has the right to dissolve the agreement, insofar as it has not been fulfilled, without being obliged to pay compensation for any damage, if government measures impede the import, export or transit of sold goods and/or make them more financially disadvantageous for us, and if on demand the Buyer is not prepared to compensate the disadvantage of this measure for the delivery of the goods.
 5.3 Force majeure for the suppliers, including growers, is also regarded as force majeure for Top Fresh.

ARTICLE 6 - RESTRICTIVE HARVEST CLAUSE

- 6.1 Sales agreements of (processed) agricultural products are subject to harvest conditions. If due to a disappointing harvest in terms of quantity and/or quality of agricultural products fewer products are available, which includes rejects by bodies competent to that effect, than was reasonable to expect upon conclusion of the agreement, Top Fresh has the right to reduce the quantity sold accordingly. The above applies if the products bought through cultivation contracts prove to be insufficient to satisfy all Buyers. By supplying this reduced quantity, Top Fresh fulfils all its delivery obligations. In that instance, Top Fresh is not obliged to supply replacement agricultural products and is also not liable for any damage whatsoever.

ARTICLE 7 - QUALITY

- 7.1 The agricultural products to be delivered are subject to decay and the shelf life and quality after delivery largely depend on the method of transport and/or storage, over which Top Fresh has no influence after delivery. The Buyer must therefore weigh and examine the products offered for delivery at its own expense upon delivery, including randomly cutting the products, measuring the product temperature and residues of, among other things, pesticides, to determine whether, in its opinion, these meet the agreed requirements and quality. In addition, the Buyer must at its expense check whether there are foreign objects between the delivered products and remove those objects.
 7.2 The Buyer can only complain about the quality and quantity of the delivered goods during the actual delivery of the goods, i.e. during the loading of the goods onto the means of transport made available by the Buyer or - in all other cases - before unloading the goods.
 7.3 The Buyer has forfeited its right to complain or dissolution when it has effectively received the goods, i.e. when they have been loaded onto the means of transport sent by it or unloaded at the place indicated by it.
 7.4 A Buyer who refuses to take delivery of our goods on the grounds of alleged faultiness is obliged - under penalty of forfeiture of rights - to inform Top Fresh by e-mail and telephone immediately and in any case within one hour of refusal. If Top Fresh rejects the complaint or does not accept the complaint by e-mail within one hour, the Buyer must - under penalty of forfeiture of rights - immediately, i.e. within six hours of the complaint being made, - in the presence of a representative from Top Fresh -, ask an independent, if possible sworn, expert to perform an assessment. Top Fresh has the right to have a counter-assessment carried out.





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- 7.5 Top Fresh Teelt B.V. is authorised to replace the rightly refused goods with others, but is not obliged to do so. In the latter case, Top Fresh is authorised to deduct the rejected quantity from the total quantity sold.
- 7.6 If the Buyer wrongly refuses to take delivery of the goods offered for delivery, Top Fresh is entitled, even if it only concerns a partial delivery, to dissolve the entire agreement insofar as it has not been performed and to demand compensation.
- 7.7 The damage suffered and still to be suffered because the Buyer does not take (full) delivery of the goods sold by Top Fresh must be fully compensated to Top Fresh. This compensation amounts to at least the difference between the price agreed on with the Buyer and the daily price at the time of non-fulfilment, increased by the loss of profit and other damage, including consequential damage.
- 7.8 A Buyer who fails to fulfil its obligations is liable to Top Fresh for damage due to the mere fact of not taking delivery of the goods or doing so late.

ARTICLE 8 - DELIVERY OF GOODS AND TRANSFER OF OWNERSHIP AND RISK

- 8.1 Top Fresh supplies the goods 'FCA supplier' at its own discretion, in accordance with the Incoterms 2011, unless agreed otherwise in writing.
- 8.2 Ownership of the goods to be delivered by Top Fresh to the Buyer will transfer to the Buyer the moment that the Buyer has fulfilled all payment obligations towards Top Fresh on account of all goods delivered by Top Fresh to the Buyer. The risk with regard to the goods to be delivered by Top Fresh to the Buyer transfers at the time of delivery in accordance with Article 8.1 of these terms and conditions.
- 8.3 Periods agreed on between Top Fresh and the Buyer with regard to the delivery of goods are not strict deadlines, unless agreed otherwise in writing. The delivery terms being exceeded does not entitle the Buyer to compensation.
- 8.4 Top Fresh is entitled to perform the Agreement in parts.
- 8.5 If the Buyer fails to fulfil any obligations towards Top Fresh, for whatever reason, Top Fresh is entitled to suspend performance of the Agreement.

ARTICLE 9 - PAYMENT

- 9.1 Payment of Top Fresh's invoices must be made within 14 days of the invoice date, unless agreed otherwise in writing.
- 9.2 The time of payment is the moment when the invoice amount has been received in Top Fresh's bank account. Any appeal by the Buyer to settlement or suspension is excluded.
- 9.3 If the Buyer does not pay the invoice within the period specified in Article 9.1, it is in default by operation of law and then owes Top Fresh an interest of 1.5% per month. In the event of late payment of a partial payment, the full remaining amount is immediately and fully due and payable.
- 9.4 All judicial and extrajudicial costs Top Fresh has had to incur as a result of non-compliance by the Buyer with its obligations towards Top Fresh will be payable by the Buyer, which costs are set at 2% of the invoice amount with a minimum of €50, unless the compensation based on the BIK graduated scale is higher, in which case compensation takes place on the basis of this graduated scale.
- 9.5 Top Fresh is at all times entitled, before delivery of the goods, to demand security that it deems sufficient for the fulfilment of the Buyer's obligations. The Buyer's refusal to provide the required security entitles Top Fresh to terminate or suspend the Agreement, without prejudice to Top Fresh's right to compensation for damage suffered.
- 9.6 Payment by the Buyer implies approval of the goods delivered by Top Fresh.
- 9.7 In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, all claims of Top Fresh against the Buyer are immediately and fully due and payable.

ARTICLE 10 - LIABILITY

- 10.1 The Buyer is liable for all damage suffered by Top Fresh as a result of any act or omission on the part of the Buyer.
- 10.2 Top Fresh's liability towards the Buyer is limited to direct damage, except in the case of intentional act or deliberate recklessness. Top Fresh is not liable for indirect damage, consequential damage, lost profit, etc. Without prejudice to the foregoing, Top Fresh's liability per damage-causing event is limited to the amount covered by Top Fresh's liability insurance. If this insurance does not provide cover or does not pay out, Top Fresh's liability is limited to the invoice amount with regard to the goods delivered by Top Fresh to the Buyer to which Top Fresh's liability relates. All claims against Top Fresh become time-barred after twelve months, to be calculated from the moment the relevant claim arose.
- 10.3 Top Fresh is not liable for damage caused by third parties who have been engaged.

ARTICLE 11 - AGREEMENT AND TERMINATION

- 11.1 Without prejudice to the provisions of the Agreement, Top Fresh is entitled, without notice of default or judicial intervention, to terminate the Agreement in whole or in part by registered letter with immediate effect:
 - in the event of (a petition for) bankruptcy or suspension of payment of the Buyer;
 - in the event of full or partial shut-down of the Buyer's business, insofar as this impedes proper fulfilment by the Buyer of its obligations under the Agreement;
 - in the event of the dissolution or liquidation of the Buyer's business or in the event the Buyer ceases to exist;
 - in the event of attachment of a substantial part of the Buyer's assets and this attachment impedes proper fulfilment by the Buyer of its obligations under the Agreement;
 - if the Buyer is unable and/or unwilling to fulfil its obligations under the Agreement.
- 11.2 In the cases mentioned in Article 10.1, Top Fresh is authorised to suspend the (further) performance of the Agreement. All claims that Top Fresh has or may acquire against the Buyer in these cases will be immediately and fully due and payable.

ARTICLE 12 - CONFIDENTIALITY

- 12.1 The Buyer is obliged not to disclose the content of the Agreement and anything related thereto to third parties in any way, except insofar as this is required by law or court order.
- 12.2 The duty of confidentiality under this article also remains in force after the end of the Agreement.

ARTICLE 13 - APPLICABLE LAW AND DISPUTES

- 13.1 These general terms and conditions of delivery and the Agreement are governed by Dutch law. Other regulations or treaties, such as the Vienna Sales Convention, are excluded.
- 13.2 All disputes arising from or related to the Agreement and these general terms and conditions of delivery will be settled by the competent court in the district where Top Fresh has its business address. The right to institute proceedings against Top Fresh expires twelve months after the relevant dispute has arisen.

ARTICLE 14 - OTHER PROVISIONS

- 14.1 The Buyer cannot transfer the rights and obligations under the Agreement. This provision has effect under property law.

Adopted in January 2021 and filed with the Chamber of Commerce under numbers 62018914 and 77751655.

