

GENERAL TERMS AND CONDITIONS

OF: Direct Fruit Services B.V.

Article 1 Definitions

Seller : Direct Fruit Services B.V., the user of these General Terms and Conditions;
Buyer : the Seller's opposite party, the Buyer, the principal;
Agreement : the Agreement between the Seller and the Buyer.

Article 2 General

- 2.1 The provisions of these General Terms and Conditions apply to each and every offer, order and agreement between the Seller and the Buyer, insofar as any or all of these conditions have not been specifically excluded by the parties in writing;
- 2.2 Furthermore, these General Terms and Conditions apply to all agreements with the Seller, in the course of the performance of which the Seller will have recourse to the services of third parties;
- 2.3 The applicability of general terms and conditions of the Buyer is expressly excluded unless agreed otherwise by the parties in writing;
- 2.4 Where the Seller and the Buyer enter into any future agreements, all such future agreements will be governed by the terms and conditions as detailed herein, irrespective of whether these General Terms and Conditions have been expressly declared applicable;
- 2.5 Where one or more of the provisions in these General Terms and Conditions are invalid or revoked for any reason whatsoever, or where the Seller has agreed in writing to the applicability of one or more deviating conditions, all other provisions in these General Terms and Conditions will remain in full force and effect;
- 2.6 Where any of the provisions in these General Terms and Conditions contained herein should prove to be invalid for whatever reason, the substance and purport of the provision in question will be construed to mean what was originally intended to the greatest extent possible, such that it can validly be invoked.

Article 3 Offers/Quotations/Prices

- 3.1 All offers in any form whatsoever are free of any and all obligation, unless expressly stated otherwise in the offer in question;
- 3.2 All details issued in relation to an offer and/or specifications in relation to quantity, size, weight, content, etc., are estimates and only become binding on the Seller when such is expressly confirmed in writing;
- 3.3 A composite quotation will not obligate the Seller to deliver part of the goods as detailed in such offer or quotation for a sum commensurate with the part of the goods in question;
- 3.4 The prices in the agreements apply to all deliveries ex works, are in euro, include loading costs, are exclusive of VAT, government levies, export duties and shipping, freight and packaging costs, unless expressly agreed otherwise;
- 3.5 Any changes made may result in the Seller failing to meet the period of delivery indicated prior to the changes. This may not be invoked to the detriment of the Seller.
- 3.6 Where the Seller is a party to an agreement, the agreement shall first be considered binding where:
- a) both parties have signed an agreement drafted for the purpose; and/or
 - b) written confirmation of an order placed by the Buyer is issued by the Seller;
 - c) in absence of either of the above, where an ex-works delivery of the goods in question takes place;
- 3.7 Any additional arrangements or changes made between the parties will only become binding where the Seller confirms such in writing. Any and all costs arising out of additions and/or changes to the Agreement will be borne by the Buyer;
- 3.8 Where orders and/or changes in the performance of such orders are made orally or by telephone, the Buyer will bear the risk of the non-execution or inadequate execution of that order. The terms contained in Article 8 apply in full;

- 3.9 Where a natural person enters into an agreement on behalf of or for another natural person, he declares by signing the aforementioned agreement that he is authorised to do so. This person will, in addition to the other natural person, be regarded as being jointly and severally liable for all obligations arising out of the agreement;
- 3.10 Discounts and commissions will not apply unless expressly agreed in writing;
- 3.11 The agreed prices will be based on cost-determining factors applicable at the moment of quotation. The Seller reserves the right to pass on any and all costs to the Buyer arising out of any changes to those cost-determining factors arising after the offer or order confirmation which it cannot reasonably control (such as price increases by suppliers and other developments).

Article 4 Delivery

- 4.1 Delivery will take place ex works from the Seller's storage facility unless agreed otherwise by the parties in writing;
- 4.2 Unless agreed otherwise in writing – for example, in the Seller's order confirmation – and notwithstanding the provisions in Article 13 of these Terms and Conditions, products are considered to have been validly delivered to the Buyer as from the time these products are ready for shipping or transport at the Seller's storage facility and the Buyer has been notified in writing (ex works, Incoterms 2000);
- 4.3 In the event of delivery ex works to a foreign Buyer, the Buyer is obligated to notify the Seller if the goods are to be transported to a country other than where the Buyer is based. A deviating delivery address can result in a different VAT calculation on the invoice in accordance with tax regulations. The Buyer undertakes to cooperate fully in any and all tax audits where the Seller finds such necessary;
- 4.4 The products are transported at the expense and risk of the Buyer, unless agreed otherwise in writing. The Buyer shall accept the goods the moment the Seller delivers or dispatches them, or collect the goods within 24 hours after receiving notice that the goods are ready to be collected or are made available in accordance with the Agreement. This, unless the parties have agreed that the Seller will store the goods in a warehouse specified by the Seller until the goods are collected. The Buyer is then obligated to pay all warehouse and

cold storage costs to the Seller incurred in connection with storage during this period. At this point, the quality and condition risk shall be passed on to the Buyer. The Buyer is expected to inquire about the quality and condition of the goods prior to this storage period. The Buyer itself is allowed, prior to this storage period, to verify the quality and condition of the goods;

- 4.5 The Buyer shall provide the Seller with all documents and information necessary for compliance with customs formalities and other legal formalities prior to delivery of the goods;
- 4.6 If the Buyer refuses to accept the goods, or does not supply the information or instructions required for delivery, the Seller will be entitled to store the goods at the expense and risk of the Buyer;
- 4.7 Should the Buyer not collect the purchased products within the period indicated in Article 4.4, the Seller will be entitled to sell these products to another party. If this is not possible, the Seller will be entitled to destroy the goods. The costs incurred by the Seller because of re-sale or destruction will be charged to the Buyer;
- 4.8 The Seller is entitled to ship the goods cash-on-delivery (COD);
- 4.9 Any delivery period stated by the Seller serves as an indication. A stated delivery period is never an absolute deadline. The Seller will not be in default by merely exceeding the delivery period. In the event of delays caused by any reason whatsoever, the delivery period will be extended in accordance with the delay period. Failure to meet the delivery period does not give the Buyer the right to claim compensation, suspend its obligations or terminate the Agreement;
- 4.10 Should the Seller need information from the Buyer regarding the performance of the Agreement, the delivery period will commence after the Buyer has provided the Seller with this information;
- 4.11 Call-off orders will be collected by the Buyer within the agreed timeframe. Should this not be the case, the Seller will be entitled to deliver the remaining quantity to the Buyer and charge the Buyer any and all price increases;

4.12 The Seller is entitled to deliver the products in part. The Seller is entitled to invoice the partial deliveries separately;

4.13 The Buyer's right to delivery ensuing from an agreement may not be transferred without prior written consent of the Seller.

Article 5 Shipments and undeliverable items

5.1 Shipments cannot be delivered to PO boxes or postcodes. Shipments will be delivered at the recipient's address supplied by the Buyer, but not necessarily delivered to the recipient named by the Buyer;

5.2 Shipments addressed to a central delivery address will be delivered at this address. If the recipient refuses to accept the shipment or refuses to pay for the shipment, or if the recipient considers the shipment unacceptable, or if the shipment has been undervalued for customs purposes, or if the recipient cannot reasonably be identified or located, the Seller will deliver the shipment to the Buyer or take back the shipment. Should it be impossible, for whatever reason, to return the shipment, the Seller can freely dispose of the shipment, without being liable in any way vis-à-vis the Buyer or any other person or legal entity, and any proceeds will be used to pay the costs incurred as a result of the supplied services and administrative work performed in that respect. When shipments are undeliverable, the Buyer will remain obligated to pay the price of the goods purchased.

Article 6 Cash on delivery

6.1 Upon delivery, the transporter shall collect the amounts payable delivery from the recipient/Buyer and, if agreed, then transfer these amounts to the Seller. The Seller will be entitled to deduct the costs of transport from the payment received;

6.2 The recipient/Buyer, who is aware upon delivery that the shipment is payable upon delivery, shall pay the amount owed to the Seller to the transporter;

6.3 Should the recipient/Buyer refuse to accept the shipment, which is offered for cash on delivery, or refuse to pay the amount due, then the transporter shall return the shipment and deliver it to the Seller at the expense of the Buyer, unless the Seller decides otherwise.

Article 7 Delivery in Euro Pool System Packing (EPS packing)

- 7.1 If the products are delivered to the Buyer in EPS packing, the following provisions in this article shall apply, unless otherwise agreed.
- 7.2 A deposit is charged for the delivery of EPS packing to the Buyer. The Seller shall not extend any guarantees as to the delivery of the EPS packing ordered.
- 7.3 The EPS packing shall remain the inalienable property of the Seller or of the third party who has made the EPS packing available to the Seller. The Buyer shall not allow any third parties to use any emptied EPS packing made available to It by the Seller and the Buyer must use the EPS packing only for the purchase, handling and transport of the products sold from the Seller.
- 7.4 The Buyer shall use L-sections or other protective materials to secure the EPS packing to open vehicles. The Seller shall have the right to refuse to hand over the products in the EPS packing, if the Buyer fails to use L-sections or other protective materials when loading the products onto open vehicles. The use of forklift trucks that clamp the packing shall not be allowed to handle the products in the EPS packing.
- 7.5 The Buyer must allow and enable its use of the EPS packing to be checked by the Seller or the owner.
- 7.6 If the Buyer returns EPS packing which is clearly and visibly polluted, or from which paper and vegetable remnants or other waste have not been removed, the Seller shall be entitled to refuse to accept the packing returned or to charge the costs of cleaning to the Buyer. The risk of the EPS packing made available to the Buyer being lost, destroyed or polluted or becoming unusable shall be for the Buyer's account. In such an event the Seller shall not be obliged to refund the deposit paid for the EPS packing.
- 7.7 The Seller will charge a deposit as a security for the EPS packing made available to the Buyer. The size of the amounts will be determined by the Seller, will be communicated separately and will be binding. The deposit shall be due and payable at the time of accepting the EPS packing. If the EPS packing is returned clean, empty and in a satisfactory state, the deposit will be returned to the Buyer.

Article 8 Delivery in other packaging materials / retail packaging

- 8.1 If the products are delivered to the Buyer in packaging materials and/or retail packaging other than EPS packing, the following provisions in this article shall apply.
- 8.2 Packaging materials and/or retail packaging for which a deposit has been charged and that have been delivered via the Seller, shall be taken back at the invoice price applicable at the time of taking them back, possibly increased by a fixed packaging compensation in accordance with the applicable regulation to such effect. The packaging materials to be handed back must be returned clean, empty and in a satisfactory state, so that they are suitable for fresh horticultural produce.
- 8.3 If a certain type of packing or retail packaging is not available, the Seller shall have the right to offer the products in another type of packing or retail packaging in consultation with the Buyer. The Seller will increase or decrease the invoice amount by the higher or lower costs as the case may be.
- 8.4 When returning the packaging materials using the Seller's own means of transport, the packaging materials must be made ready for transport in a sorted configuration.
- 8.5 Any packaging materials not delivered via the Seller shall only be taken back if the products concerned are included in the Seller's range.

Article 9 Export

- 9.1 The Buyer guarantees that, if an import certificate or permit is required for importing the shipment in the country of destination, such an import certificate or permit has been obtained or will be obtained prior to dispatch.

Article 10 Investigation, complaints

- 10.1 Upon delivery, but no later than 24 hours after delivery, the Buyer shall inspect the shipment. The Buyer shall verify whether the quantity and quality of the shipment are in accordance with the Agreement;

- 10.2 Any samples shown to the Buyer will be assumed to have been shown as an indication and the shipment will not necessarily need to comply with that sample, unless expressly agreed otherwise. Any deviation in quality, colour, weight and size of 0% to 5% will be tolerated by the Buyer. The toleration of decay of the shipment is 3%, in excess of which complaints may be filed. The quality of the goods delivered by the Seller will be category 2 as a minimum, in accordance with EU law, and inspected in the Netherlands;
- 10.3 Any visible deficiencies will be reported to the Seller in writing, stating reasons, within 24 hours of delivery. The complaint will describe the deficiencies in as much detail as possible to enable the Seller to react in an adequate manner;
- 10.4 If a complaint is not filed in good time pursuant to Article 10.3, the Buyer will remain obligated to accept and pay for the goods purchased. Should the Buyer wish to return any defective goods, then this will be done with the prior written permission from the Seller at the expense of the Buyer in the original packaging and in a way indicated by the Seller;
- 10.5 The Buyer shall allow the Seller, at first request, to inspect the goods sold to verify the accuracy of the complaint;
- 10.6 Should a complaint be justified, in part in view of the above provisions, the Seller shall replace the delivered goods, unless this has by then become demonstrably meaningless for the Buyer. The latter must be indicated by the Buyer in writing. However, the Seller is at all times only liable to the extent provided for under 'Liability';
- 10.7 Complaints concerning a specific shipment do not affect previous or future shipments.

Article 11 Payment

- 11.1 Payment will take place in cash on delivery, or within 30 days of the date of invoice in a manner to be indicated by the Seller in the currency of the agreed prices. Deviations in payment terms are only valid when agreed in writing. Complaints about the sum of the invoices do not suspend the payment obligation;
- 11.2 The Seller is entitled to request payment in advance;
- 11.3 The Buyer hereby waives its rights to set off amounts or to suspend its obligations;

- 11.4 Should the Buyer default on its payments within the agreed term, the Buyer will be in default *ipso jure*. The Buyer will then owe interest of 2% per month on the invoice amount, or part thereof, unless the statutory interest rate or statutory commercial interest rate is higher, in which case the higher rate will apply. The interest on the amounts due and payable will be calculated from the date the Buyer is in default until the date of full payment. The Seller will then be entitled to demand the immediate payment of all outstanding invoices and suspend any further deliveries until the invoice has been paid in full or adequate security has been provided;
- 11.5 In the event of liquidation, bankruptcy or bankruptcy application, admission of the Buyer to statutory debt rescheduling pursuant to the Dutch Natural Persons Debt Rescheduling Act, attachment or (temporary) suspension of payments of the Buyer, the Seller's claims against the Buyer will be immediately due and payable;
- 11.6 Payments will first be used to cover the costs, then the incurred interest, and lastly the principal and the accrued interest.

Article 12 Collection costs

- 12.1 In the event the Buyer is in default or fails to meet its obligations in good time, all reasonable costs to obtain payment out of court will be borne by the Buyer. The collection costs will be calculated in accordance with the collection rates as recommended by the Netherlands Bar Association in collection matters, with a minimum of € 350;
- 12.2 If the Seller has incurred higher costs that were reasonably necessary, these costs will also be eligible for compensation. Any reasonable judicial and enforcement costs will also be charged to the Buyer.

Article 13 Retention of title

- 13.1 All goods delivered and yet to be delivered will remain the exclusive property of the Seller until all the claims the Seller has or will have against the Buyer, including in any event the claims referred to in Book 3, Article 92 (2) of the Dutch Civil Code, have been paid in full.

- 13.2 As long as the ownership of the goods has not been transferred to the Buyer, the Buyer may not pledge the goods or grant any other rights in respect of the goods to third parties, unless in the ordinary conduct of its business. Upon the Seller's first request, the Buyer will undertake to collaborate in the creation of a right of pledge on the claims that the Buyer obtains or will obtain pursuant to the subsequent delivery of the goods to its buyers.
- 13.3 The Buyer shall keep the goods delivered under retention of title with due care and recognisable as the property of the Seller.
- 13.4 The Seller is entitled to recover the goods delivered under retention of title and still located at the Buyer if the Buyer defaults on its payment obligations or is experiencing payment difficulties or may run into payment difficulties. The Buyer shall at all times grant the Seller free access to its premises and/or buildings to allow the Seller to inspect the goods and/or exercise its rights.
- 13.5 The provisions contained in Articles 13.1 to 13.5 above do not affect the other rights accruing to the Seller.
- 13.6 With regard to a Buyer with its registered office in Germany, the retention of title contained in Articles 13.7 up to and including 13.13 will replace Articles 13.1 up to and including 13.5. With regard to a Buyer with its registered office in Belgium, the retention of title contained in Article 13.14 will apply.
- 13.7 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die Verkäufer aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Verkäufer her und verwahrt sie für Verkäufer. Hieraus erwachsen ihm keine Ansprüche gegen Verkäufer.
- 13.8 Vorbehaltsware mit Waren anderen Verkäufern, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt Verkäufer zusammen mit diesen Verkäufern – unter Ausschluss eines Miteigentumserwerbs des Käufers – Miteigentum an der neuen Sache, wobei Verkäufer Miteigentumsanteil dem Verhältnis des Rechnungswertes Verkäufers

Vorbehaltsware zu dem Gesamtrechnungswert aller mitarbeiteten Vorbehaltswaren.

13.9 Der Käufer tritt jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen der Verkäufer mit sämtliche Nebenrechten im Umfang der Eigentumsanteil der Verkäufer zur Sicherung an uns ab.

13.10 Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung dem Verkäufer für die mitverarbeiteten Vorbehaltsware schon jetzt an uns abgetreten. Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung an Verkäufer ordnungsgemäss nachkommt, darf er über die in der Eigentum der Verkäufer stehende Ware im ordentlichen Geschäftsgang verfügen und die an Verkäufer abgetretenen Forderungen selbst einziehen.

13.11 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers ist Verkäufer berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

13.12 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

13.13 Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.

13.14 With regard to a Buyer with its registered office in Belgium, the Seller may consider the sale to be null and void *ipso jure* and without any demand for payment being necessary if payment is not effectuated on or before the due date. The goods will remain the property of the Seller until full payment of the purchase price. All associated risks will be borne by the Buyer.

13.15 The retention of title applicable to the Seller and the Buyer, as laid down in Articles 13.7 up to and including 13.13 of these Terms and Conditions, will be governed by German law. Article 13.4 will be governed by Belgian law. All this does not prejudice the provisions relating to the other Articles in these Terms and Conditions.

Article 14 Guarantee

The Seller will give no guarantee on its goods unless the parties have expressly agreed otherwise.

Article 15 Suspension and termination

15.1 The Seller is authorised to suspend the performance of its obligations or to terminate the Agreement, if:

- the Buyer does not fulfil its obligations under the Agreement, or does not do so properly or in due time;
- after conclusion of the Agreement, the Seller becomes aware of circumstances that give good reason to fear that the Buyer will not fulfil its obligations, or will not do so properly or in due time. In the event there is good reason to fear that the Buyer will fail to perform its obligations in whole or in part, suspension is only permitted to the extent justified by the non-performance;
- when the Agreement was concluded, the Buyer was asked to provide security for the performance of its obligations under the Agreement and this security is not provided or is inadequate. Once security has been provided, the Seller's power to suspend its obligations will lapse, unless the provision of such security is unreasonably delayed as a result;

15.2 Furthermore, the Seller is authorised to terminate the Agreement if circumstances arise of such nature that performance of the Agreement is impossible or, according to standards of reasonableness and fairness, can no longer be demanded, or if other circumstances arise of such nature that the Agreement may not be reasonably expected to be maintained unchanged;

15.3 Should the Agreement be terminated, then the Seller's claims against the Buyer will be immediately due and payable. Should the Seller suspend its obligations, the Seller retains its rights ensuing from the law and the Agreement;

15.4 The Seller reserves the right at all times to claim damages.

Article 16 Cancellation

- 16.1 If the Buyer wishes to cancel an agreement after it has been concluded with the Seller, 25% of the agreed order price including VAT will be charged to the Buyer as cancellation costs, without prejudice to the right to demand full compensation, including any loss of profits;
- 16.2 Should, upon cancellation, the Buyer refuse to accept the goods already purchased by the Seller, the Buyer will be obligated to pay all related costs to the Seller;
- 16.3 Cancellation will be effected by registered post.

Article 17 Liability and disclaimer

- 17.1 Should the goods delivered by the Seller be defective, then the liability of the Seller vis-à-vis the Buyer will be limited to what has been arranged in these Terms and Conditions;
- 17.2 The Seller will not be held liable for any damage resulting from substances prohibited by law, bacteria or insects found on or in the delivered goods, or non-compliance of the delivered goods with statutory requirements or other requirements set or to be set by the government in relation to use of these products;
- 17.3 If it is established that the Seller is liable for any direct damage, this liability is limited to the amount of the payment to be provided by the Seller's insurer, or at least the invoice amount, or at least the part of the Agreement to which the liability pertains;
- 17.4 The limitations of liability for direct damage, as contained in these Terms and Conditions, do not apply if the damage is the result of wilful intent or gross negligence on the part of the Seller or its subordinates;
- 17.5 The Seller is never liable for any indirect damage, including consequential damage, loss of profits, savings lost, and damage resulting from business interruption;
- 17.6 The Seller is never liable for any damage ensuing from any advice given. Advice is always given on the basis of facts and circumstances known to the Seller and in mutual consultation, in which respect the Seller shall always be guided by the intentions of the Buyer;

- 17.7 The Buyer shall indemnify the Seller against all claims for damages vis-à-vis the Seller lodged by any third parties engaged by the Buyer in respect of the performance of the Agreement, unless the Seller is guilty of wilful intent or gross negligence. In addition, the Buyer shall indemnify the Seller against all claims by any third parties engaged by the Buyer relating to or ensuing from the Buyer's use of the products or services provided by the Seller.
- 17.8 Any employees of the Seller who are the subject of a claim can rely on the provisions in this Article as if they were a party to the Agreement concluded by the Seller and the Buyer.

Article 18 Transfer of risk / Transport

- 18.1 The risks of loss of or damage to the products that are the subject of the Agreement will pass to the Buyer upon the transfer of title or actual delivery of the products to the Buyer and, accordingly, are put at the disposal of the Buyer or a third party to be designated by the Buyer;
- 18.2 If and insofar as the Seller accepts responsibility for the transport, storage, shipment, packaging, etc., of the products that are the subject of the Agreement, the manner thereof will be determined by the Seller, provided no further instructions are given by the Buyer to the Seller. Unless agreed otherwise, the Buyer shall accept all risks in this matter, including negligence of the transport company;
- 18.3 Any specific wishes made by the Buyer concerning the transport/shipment/storage will only be effected if the Buyer has represented that it will bear the extra costs involved.

Article 19 Force majeure

- 19.1 The Seller will not be obligated to perform any obligation if the Seller is prevented from doing so as a result of a circumstance that cannot be attributed to gross negligence or wilful intent on the part of the Seller and for which the Seller cannot be held responsible pursuant to the law, a juristic act or prevailing opinion;
- 19.2 Besides the events considered to be force majeure events according to the law or case law, force majeure will include in these General Terms and Conditions all external causes, foreseen or unforeseen, in respect of which the Seller cannot exert any control, such as traffic jams, power/computer failures, import and export impediments, quotas, plant diseases,

natural disaster, illness of employees and delivery interruptions on the part of **the Seller's suppliers**, but as a result of which the Seller is unable to perform its obligations, including strikes at the Seller's business;

19.3 The Seller also has the right to invoke force majeure in the event that the situation which frustrates further performance occurs after the Seller should have fulfilled its obligation;

19.4 To the extent the Seller has already fulfilled part of its obligations under the Agreement, or will be able to do so, when the situation of force majeure arises and separate value can be assigned to the part fulfilled or yet to be fulfilled, the Seller will be entitled to separately invoice the part fulfilled or yet to be fulfilled. The Buyer shall pay this invoice as if it were a separate agreement.

Article 20 Packaging

20.1 Any sustainable packaging supplied by the Seller will be stated separately on the invoice along with the goods delivered;

20.2 Any packaging supplied by the Seller, including pallets, crates, boxes and casks, for which a deposit has been paid, will be taken back at the invoice amount applicable on the date the packaging is returned. The Seller shall submit a credit invoice for the returned packaging to the Buyer. The Buyer is not permitted to set off the deposit against any outstanding invoices;

20.3 The Buyer shall return the packaging empty, cleaned and undamaged within 21 days of delivery;

20.4 A cask will be cleaned in such a manner that it is suitable for fresh, edible fruit and vegetable products. If the cask does not meet this requirement, or if it is otherwise in a bad condition, the Seller does not owe anything.

Article 21 Insurance

21.1 The Buyer is personally responsible for taking out adequate transport and storage insurance, unless agreed otherwise by the parties;

21.2 Any form of insurance will only be taken out at the expense and risk of the Buyer and only after a written instruction to this end and written acceptance thereof. The instruction to take out insurance will contain detailed information of the risks to be insured, since the instruction will otherwise be considered not to have been issued or to have been accepted. The Seller and/or the transporter are entitled at all times to refuse an instruction to take out insurance for serious reasons;

21.3 Acceptance or refusal of the risk offered will be effected by the underwriter or insurer. The Seller and the transporter have no influence on this.

Article 22 Intellectual and industrial property

22.1 Without prejudice to the provisions in these General Terms and Conditions, the Seller reserves the rights and powers accruing to the Seller pursuant to intellectual or industrial property law;

22.2 Any documents, items or other materials or printed or electronic files created by the Seller in the context of the Agreement remain the property of the Seller, regardless of whether these have been made available to the Buyer or to any third parties, unless agreed otherwise. The Buyer shall return these to the **Seller upon the Seller's first request;

22.3 The Buyer will incur a penalty of € 1,000 for each violation of any intellectual and industrial property rights, and for each day or part of a day that the violation continues, without prejudice to the other rights that the Seller can enforce in this respect.

Article 23 Translations of these Terms and Conditions

Only the Dutch version of these Terms and Conditions is the original valid document. In the event of any deviations in a translation, the Dutch text will prevail.

Article 24 Disputes

The competent court in the location where the Seller has its registered office has exclusive jurisdiction to examine any disputes. The Seller has the right to submit any dispute to the court competent according to the law.

Article 25 Applicable law, jurisdiction

25.1 These Terms and Conditions and all legal relationships between the Seller and the Buyer are governed by Dutch law, except for Articles 13.7 up to and including 13.13, which are governed by German law, and Article 13.14, which is governed by Belgian law.

25.2 To the extent the law does not provide otherwise by way of mandatory rule, in principle the Amsterdam District Court will have exclusive jurisdiction to examine any disputes ensuing from any agreement, or the performance thereof, between the Seller and the Buyer, as well as any disputes regarding these Terms and Conditions and all provisions contained therein, including any claims seeking immediate relief. With regard to any disputes between the Seller and Buyers incorporated in Germany, the German court in the location of the Buyer's domicile will also have jurisdiction. With regard to any disputes between the Seller and Buyers incorporated in Belgium, the Belgian court in the location of the Buyer's domicile will also have jurisdiction.

Article 26 Filing of these Terms and Conditions

These Terms and Conditions have been filed with the offices of the Chamber of Commerce under number 55873057.