



The General Terms and Conditions of Sale and Delivery of Fruit Market International BV based in Barendrecht

Article 1 Definitions

1. In these terms and conditions, "Buyer" means: the natural person or legal entity to whom an offer is made or addressed and/or with whom an agreement is entered into within the context of these terms and conditions.
2. "Seller" means: **Fruit Market International BV**, based in Barendrecht.

Article 2 Applicability

1. The following terms and conditions apply to all the Seller's offers and all agreements entered into, or transactions carried out, by the Seller.

Article 3 Price quotations and offers

1. Acceptance of a price quotation or offer made by the Seller is subject to acceptance of these terms and conditions.
2. All the Seller's price quotations and offers, including those listed in brochures and price lists, are non-binding and may be revoked in no prescribed form.
3. Where a price quotation contains a non-binding offer and this is accepted, the contractor reserves the right to revoke the offer within two working days of receipt of acceptance.

Article 4 Applicable law, disputes

1. All agreements entered into with the Seller are governed by Dutch law whereby these terms and conditions constitute a supplement and, insofar as binding provisions do not dictate otherwise, apply as derogation. Applicability of the Vienna Convention is expressly excluded. The Dutch language version of these terms and conditions shall be normative and will take precedence should there be any differences between it and the texts of other language versions of these terms and conditions.
2. Any disputes between the Seller and third parties will fall under the jurisdiction of the competent court in Rotterdam, including any

provisions made in interlocutory proceedings, barring exceptions by virtue of statutory rights.

Article 5 Delivery, packaging and risk

1. Goods sold by the Seller will be supplied from the warehouse, unless expressly agreed otherwise. Delivery times are approximate only. They will never be considered binding, unless expressly agreed otherwise. Consequently, in cases of non-timely delivery, the Seller is to be issued with a written default notice.
2. Reusable packaging supplied by the Seller (including pallets, crates and boxes) for which a deposit has been charged, will be accepted for return against the current invoice price at the time of return, plus fixed compensation for packaging where necessary.
3. The Buyer is obliged to accept the purchased goods at time of delivery, or when they are made available as per the agreement. If the Buyer should refuse delivery, or is negligent in providing information or instructions required to facilitate delivery, the goods will be stored at the risk of the Buyer. In that case, the Buyer will be liable for all additional costs, including, in any event, storage costs.
4. All risks and liabilities relating to the goods sold will lapse as of the moment that these are made available by the Seller to the Buyer.
5. Goods cannot be returned without prior permission from FMI.

Article 6 Right of recovery and retention of title

1. The Buyer is obliged to immediately inspect the Products, packaging and consumer packaging once they have been made available. Any defects or damages found in the Products, packaging or consumer packaging discovered during inspection will be reported by the Buyer on the delivery note, unless otherwise agreed or published by the Seller, failing which the Buyer cannot rely upon these defects or damages.

2. Upon discovery thereof, the Buyer must immediately inform the Seller in writing of any defects that could not have been discovered during the inspection referred to in the previous paragraph. In any event, the Buyer must report any defects within 12 (twelve) hours after the Products have been made available to the Buyer, or after such time that they are considered to have been made available. Should the Buyer fail to make written report of any defects, the Buyer cannot later rely upon the defects.
3. The Buyer may not refuse to accept delivery of the Products without the Seller first being consulted in this regard. Should the Seller not be consulted, delivery of the Products will be considered to have been accepted. As of the moment that the Products have been made available to the Buyer, or are considered to have been made available to the Buyer, they will be at the risk of the Buyer.
4. All delivered Products carry an extended and extensive retention of title. The title shall be retained until all rights that accrue to the Seller under the current and future trade relationship with the Buyer have been secured, up to and including the settlement of all open debts. The property-law consequences of the extended and extensive retention of title are subject to the laws of the country of destination.
5. Should the Products sold and delivered by the Seller be brought under the jurisdiction of Germany, please refer to our German General Terms and Conditions of Sale and Delivery, also filed at the Chamber of Commerce in Rotterdam.

Article 7 Force majeure

1. Circumstances beyond the control of the Seller, which are of such a nature that fulfilment of the agreement, either partially or in its entirety, can no longer be expected of the Seller, entitle the Seller to terminate the agreement either partially or in its entirety and/or to