

## TRADING CONDITIONS

of the private limited company **MOSTAGRO V.O.F.**, with its registered office in Wieringen (the Netherlands) and its principal place of business at Elft 9, 1777 AC Hippolytushoef (The Netherlands).

### Article 1: applicability of trading conditions

1. These trading conditions apply exclusively to all requests and offers made, quotations provided, agreements, instructions, commission and related contracts concluded by Mostagro V.O.F., insofar as the parties have not explicitly deviated from these conditions in writing. Changes or supplements to these conditions are binding only following the explicit written consent of Mostagro V.O.F.
2. If one or more provisions in these conditions lose their validity for whatever reason, only the provision in question shall be excluded from applicability, while the other conditions continue to be valid in full. The parties shall consult each other in order to agree upon a new provision to replace the invalid provision, which reflects the objective and purport of the original provision as closely as possible.
3. Deviations from and/or supplements to any provision in these trading conditions shall only bind Mostagro V.O.F. if Mostagro V.O.F. and the other party have explicitly agreed on these deviations and/or supplements without proviso and in writing. Any agreed deviations and/or supplements shall only relate to the agreement in question.
4. The other party that enters into a contract with Mostagro V.O.F. subject to these conditions is expected to have tacitly agreed with the application of these conditions of Mostagro V.O.F. upon any subsequent verbal, written, faxed or automated requests, instructions or agreements.
5. The trading conditions of the other party do not apply, unless those trading conditions have explicitly been accepted by Mostagro V.O.F. without proviso and in writing.
6. In execution of the provisions in the agreement, the other party allows Mostagro V.O.F. to use third parties, not being employees. These trading conditions also apply to legal acts carried out by third parties within the framework of the fulfilment of Mostagro V.O.F.'s obligations under the agreement.

### Article 2: applicable conditions

1. Following on from the trading conditions of Mostagro V.O.F., the following apply, depending on the legal relationship between Mostagro V.O.F. and the other party:
  - a. RUCIP conditions with corresponding Expertise Regulations and Arbitration Regulations of the European Committee 2017; if a purchase agreement of potatoes is concluded with an other party outside the Netherlands; Arbitration shall in first and second instance solely take place in The Hague, the Netherlands;
  - b. Latest NAO (Dutch Potato Organisation) Trading Conditions (NHP) for seed potatoes, with corresponding Arbitration Regulations: if the agreement concerns seed potatoes and is concluded with an other party in the Netherlands;
  - c. General Trading Conditions for the Potato Wholesale Trade (AHV) with corresponding Arbitration Regulations of 1 September 1986: if the agreement

concerns consumption potatoes and is concluded with an other party in the Netherlands;

- d. The COFREUROP conditions (European standard terms for the sale of fresh fruits and vegetables): if the agreement concerns the selling of fruit and vegetables (including onions) and is concluded with an other party in the Netherlands. Arbitration shall take place in the Netherlands.

2. In the event of differences between the trading conditions of Mostagro V.O.F. and the aforementioned conditions, the trading conditions of Mostagro V.O.F. shall prevail.

## **SALE**

### **Article 3: offer and prices**

1. Articles 13 to 18 do not apply to agreements under which Mostagro V.O.F. acts as seller.
2. All agreements concluded by Mostagro V.O.F. are expected to have been formed at Elft 9, 1777 AC Hippolytushoef, the Netherlands, both in terms of execution of the agreement and payment thereof.
3. All amounts mentioned in quotations, offers, agreements and instructions are expressed in Euros, unless the parties agree otherwise in writing. Prices are exclusive of transport costs, turnover tax and other levies imposed by the government. Any exchange rate risks shall be payable by the buyer.
4. A quotation or offer made by Mostagro V.O.F. is without obligation and revocable, and loses its validity fourteen (14) days after the day on which it is made. Mostagro V.O.F. may revoke an offer within two (2) working days of receiving the acceptance from the buyer.
5. Unless stated otherwise, all quotes are made subject to price changes, without the buyer being able to derive any right to dissolve the agreement from that.
6. The buyer cannot bind Mostagro V.O.F. by its quotation or offer, when the buyer reasonably knew or should understand that the quotation or offer, or parts thereof, contains a manifest mistake, misprint or clerical error.
7. An agreement is concluded only after it has been confirmed in writing by Mostagro V.O.F. or upon actual execution.
8. Mostagro V.O.F. reserves the right to refuse agreements without stating reasons.

### **Article 4: delivery**

1. Delivery shall take place ex warehouse. The parties can deviate from this in writing only.
2. If the parties have agreed that delivery is made at a delivery address or unloading location (delivery carriage paid) agreed with the buyer, the moment of delivery is the moment at which the products are delivered to the delivery address or unloading location.
3. The delivery address or unloading location referred to in paragraph 2 shall be properly accessible for the means of transport generally used by Mostagro V.O.F. or a haulier it has appointed. Transport or movement in the grounds and/or at the business premises of the buyer is not included in the aforementioned delivery.

4. If the parties have agreed that Mostagro V.O.F. shall store the products it shall deliver for the benefit of the buyer, whether at its own premises or those of a third party, delivery is made the moment the products are stored.
5. After delivery, the risk of damage to and loss of products delivered, and any damage or loss ensuing from that, transfers to the buyer.
6. The buyer is obliged to take delivery of the purchased products from the time they are delivered or made available to him. If the buyer refuses to take delivery or is negligent in providing information or instructions required for the delivery, delivery is made the moment the buyer refuses to take delivery or is negligent in providing information or instructions. The products are stored at the expense and risk of the buyer. In that case, the buyer shall be liable for all additional expenses, including in any case the costs of storage.
7. An agreed date or term for delivery shall not be deemed a final deadline, unless the parties have explicitly agreed otherwise. A delayed delivery, insofar as within reasonable limits, shall not give the buyer the right to dissolve the agreement or to claim any compensation.
8. In terms of numbers and weight, as well as requirements stipulated by public and/or private law, the quantity delivered by Mostagro V.O.F. is deemed to comply with what the parties have agreed in that respect, subject to contrary proof to be presented by the buyer. As such, the parties agree on explicit evidentiary presumption.
9. If it has been agreed that the quantity sold shall be delivered during a certain period, the buyer must call off and take delivery of regular, equal or virtually equal quantities throughout that period to the greatest possible extent. The buyer shall observe a minimum term of three (3) days for each delivery and call-off. If the buyer fails to fulfil the obligations for call-off and taking delivery, Mostagro V.O.F. is entitled to dissolve the agreement for every unexecuted component.
10. If, due to weighty circumstances, Mostagro V.O.F. is forced to deliver alternative products, it is entitled to do so, provided they are not inferior to what was previously agreed. The delivery of alternative yet at least equal products does not entitle the buyer to claim dissolution and/or compensation or to suspend its obligations towards Mostagro V.O.F.
11. Mostagro V.O.F. is at all times entitled to deliver in consignments, which consignments may be invoiced separately.
12. Mostagro V.O.F. is at all times entitled to deliver the goods cash on delivery, or to demand prepayment or security in the manner stipulated by them.
13. If the buyer has any outstanding payment obligations towards Mostagro V.O.F., particularly if the buyer has failed to fully or partially pay invoices from Mostagro V.O.F., Mostagro V.O.F. is entitled to suspend its delivery obligations until the buyer has fulfilled all its obligations.

#### **Article 5: acceptance and complaints**

1. The products to be delivered are perishable and their shelf life and quality after delivery are largely dependent on the way in which they are transported and/or stored, which after delivery is beyond the control of Mostagro V.O.F.
2. Before or upon delivery at the latest, the buyer must inspect the products delivered by or on behalf of Mostagro V.O.F. in order to ensure that they meet the provisions in the agreement, i.e.:
  - a. if the correct products have been delivered;

- b. if the delivered products meet the quality requirements attached to them, or the requirements which may be attached to normal use and/or commercial purposes. This in any case means that the buyer must randomly cut open products delivered and check them for foreign elements and (residues of) pesticides;
  - c. If the delivered products correspond with that which has been agreed by the parties with regard to quantity (numbers, quantities, weight). When a difference identified by the buyer is less than 10%, the buyer is obliged to accept all the products delivered, subject to a proportional reduction of the agreed price.
3. In the case of delivery ex warehouse, the buyer must inspect the delivered products in the salesroom of Mostagro V.O.F. before the products are transported. In the case of delivery free domicile, the products must be inspected in the presence of the driver.
4. Mostagro V.O.F. is entitled to replace any goods rightfully rejected with other products, but it is not obliged to do so. In that case, the quantity rejected shall be deducted from the quantity sold.
5. Subject to forfeiting all rights, the buyer must notify Mostagro V.O.F. of complaints about visible shortcomings, including internal shortcomings, before the mode of transport leaves or during unloading (in the case of delivery free domicile) by telephone and by e-mail or fax. The buyer forfeits this right to complain once the goods have been delivered.
6. Subject to forfeiting all rights, any invisible shortcomings must be reported to Mostagro V.O.F. by telephone and by e-mail or fax immediately after having been discovered, yet no later than eight (8) hours after delivery and in any case before further processing and/or selling and delivery and/or transport. If Mostagro V.O.F. does not receive a complaint within eight (8) hours of delivery, the goods are deemed to have been delivered in accordance with the provisions in the agreement and without any shortcoming. At that moment, the buyer has forfeited his right to complain.
7. If Mostagro V.O.F. does not accept the buyer's complaint in writing within 1 hour of receiving it, the buyer is, subject to forfeiting all rights, obliged to order for a loss assessment to be carried out in the presence of Mostagro V.O.F. within four (4) hours. Mostagro V.O.F. is entitled to a second opinion.
8. If the buyer wrongfully refuses to take delivery of the consignment, Mostagro V.O.F. is entitled, also in the case of a partial delivery, to dissolve the as yet unexecuted component of the agreement. Any damage or losses suffered by Mostagro V.O.F. as a result of this shall be payable by the buyer.
9. In the event of shortcomings reported by the buyer, the party in question must remain present in its entirety and must enable Mostagro V.O.F. to inspect the consignment.
10. The buyer is at all times obliged to look after the products as a prudent debtor and/or owner.
11. The provisions in this article apply in full if the products delivered by Mostagro V.O.F. are stored at a third party for the buyer. The buyer cannot remonstrate with Mostagro V.O.F. that the former could not check the products on account of them being stored with a third party.
12. Taring takes place at Mostagro V.O.F. or at Mostagro V.O.F.'s supplier.

#### **Article 6: retention of title**

1. The products delivered by Mostagro V.O.F. shall remain its property until the buyer has paid all debts ensuing from all agreements concluded between the parties, including interest and costs.
2. The buyer is entitled to sell on the products delivered under retention of title only if this forms part of the buyer's normal business operations.
3. The buyer is not entitled to pledge products delivered under retention of title or to encumber them in any other way.
4. If the buyer fails to fulfil its obligations, if Mostagro V.O.F. has a reasonable fear that the buyer shall be unable to fulfil its obligations under the agreement, or if there is a suspicion that the buyer does not want to fulfil its obligations, Mostagro V.O.F. shall be entitled to take back the products delivered under retention of title from the buyer or the third party who keeps the products on behalf of the buyer. To that end, Mostagro V.O.F. is entitled to enter the premises of the buyer or the third party. The buyer or third party is obliged to cooperate in this.
5. If the products delivered have been changed, are no longer in their packaging or have been processed into other products, an undisclosed pledge shall be created on those products for the benefit of Mostagro V.O.F. This undisclosed pledge shall remain in force until all Mostagro V.O.F.'s claims against the buyer have been paid in full.
6. Should third parties wish to attach or exercise any rights with regard to the products delivered under retention of title, the buyer must notify Mostagro V.O.F. of that immediately. Furthermore, the buyer must remind this third party of the fact that the products were delivered under retention of title. The buyer must furnish the third party with a copy of the agreement concluded between the parties, showing this retention of title.
7. The buyer is obliged to cooperate in all measures Mostagro V.O.F. wishes to take in order to protect its retention of title with regard to the products it has delivered.
8. The buyer is obliged to insure the products delivered under retention of title and to keep them insured against theft, fire, explosion hazard and water damage and to submit the insurance policy to Mostagro V.O.F. for inspection on demand.

#### **Article 7: liability and risk**

1. If the buyer holds products delivered by Mostagro V.O.F. which are the property of Mostagro V.O.F. (including packaging) and/or which were delivered under retention of title, the buyer is liable for damage or losses caused by and/or with these products, from the moment on which the products are delivered to the buyer until these products are returned or until transfer of ownership of these products.
2. The buyer is liable for damage or losses suffered by Mostagro V.O.F. as a result of damage to, the loss or destruction of the products referred to in paragraph 1, and for damage that arose in the period between delivery and return or transfer of ownership of these products.
3. In the event that Mostagro V.O.F. exercises its right to retention of title as a result of circumstances that can be attributed to the buyer but suffers damage or losses all the same, the buyer shall be liable for the damage or losses suffered by Mostagro V.O.F.
4. The buyer shall immediately notify Mostagro V.O.F. of any theft, loss or damage to the products referred to in paragraph 1. Furthermore, the buyer shall immediately report any

theft or damage or loss resulting from wilful damage to the police. The buyer must give Mostagro V.O.F. a copy of that report.

5. If Mostagro V.O.F. has delivered products to the buyer that are owned by a third party, the buyer indemnifies Mostagro V.O.F. against all claims from this third party in relation to damage or losses caused by and/or with and/or to these products.
6. The buyer indemnifies Mostagro V.O.F. against all third-party claims on account of damage or losses caused by the products delivered by Mostagro V.O.F.
7. If Mostagro V.O.F. is liable for any damage or losses, any liability on the part of Mostagro V.O.F. shall be limited to the amount paid out under Mostagro V.O.F.'s liability insurance in the relevant case. If the insurance does not pay out for whatever reason, any liability is limited to the net amount of the invoice that corresponds with the products delivered on which the buyer's claim is based, on the understanding that any liability is at all times limited to an amount of € 2,500.

#### **Article 8: sale of seed materials subject to plant breeder's right**

1. Seed materials of varieties subject to plant breeder's right cannot be used for propagation of the variety, subject to a written agreement with Mostagro V.O.F. that outlines the reasonable payment to be made.
2. The other party is obliged to grant supervisory powers carrying out inspections on behalf of Mostagro V.O.F. direct access to its business and the potatoes, either in the field or stored, in respect of a protected variety delivered to the other party. If so requested, the other party must also provide direct access to its administrative records that are relevant to the investigation, including invoices.

#### **Article 9: force majeure**

1. During force majeure, Mostagro V.O.F. is entitled to suspend its delivery and other obligations for the duration of the force majeure situation. In the event that the gravity of the force majeure situation so demands - and this is at the exclusive discretion of Mostagro V.O.F. - Mostagro V.O.F. is, without legal intervention, entitled to regard the purchase agreement dissolved insofar as not yet executed, and it shall not be obliged to pay any compensation. Mostagro V.O.F. may, without the buyer being entitled to compensation, dissolve the agreement if the situation of force majeure exceeds a period of ten (10) calendar days and/or is expected to exceed such a period.
2. Unless stipulated otherwise below, force majeure is taken to mean every special circumstance that renders fulfilment of the delivery obligation by Mostagro V.O.F. impossible or inconvenient to the extent that fulfilment cannot reasonably be expected from Mostagro V.O.F., such as war, mobilisation, strikes, illness-related absence from staff, labour disturbances, 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 holdups, 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, import and/or export bans, etc. Furthermore, Mostagro V.O.F. is entitled to dissolve the agreement, insofar as not fulfilled, when governmental measures obstruct the import, export

or transit of goods sold or render it financially more disadvantageous and the buyer is not, on demand, prepared to compensate Mostagro V.O.F. for the disadvantage of this measure before delivery of the goods.

3. Force majeure for the suppliers of Mostagro V.O.F., including growers, is also regarded as force majeure for Mostagro V.O.F.
4. All purchase agreements for agricultural products, regardless of who grew them, concluded by Mostagro V.O.F. are performed subject to harvest restrictions. 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, Mostagro V.O.F. has the right to reduce the quantity it sells accordingly. The above applies if the products bought by Mostagro V.O.F. through cultivation contracts prove to be insufficient to satisfy all its buyers. By supplying this reduced quantity Mostagro V.O.F. thus fully meets its obligations to deliver. In that instance, Mostagro V.O.F. is not obliged to supply replacement products, nor can it be held liable for any damage or losses suffered by the buyer.
5. Should Mostagro V.O.F. have fulfilled its obligations partially when the situation of force majeure commenced, or only be able to fulfil its obligations partially, it shall be entitled to charge the buyer for the parts delivered and/or deliverable and the buyer shall be obliged to pay this invoice as if it concerned a separate contract.
6. Mostagro V.O.F. is also entitled to claim force majeure if the circumstance that prevents the (continued) performance arises after Mostagro V.O.F. ought to have performed its agreement.
7. Mostagro V.O.F. must notify the buyer of the fact that it has invoked force majeure by fax or registered letter as soon as possible.

#### **Article 10: packaging**

1. Packaging - including pallets, crates and boxes for which deposits must be paid - delivered via Mostagro V.O.F. is taken back at the invoice price that applies when the packaging is taken back. If payments are made in foreign currency, the packaging is taken back at the exchange rate that applies at the moment of delivery. A fixed fee may be charged for taking delivery of packaging taken back, in accordance with any arrangement to that effect. At its own request, the buyer shall be notified of this arrangement.
2. The packaging to be returned must be clean to the extent that it can be used for fresh edible agricultural products, without Mostagro V.O.F. having to treat it otherwise.
3. If packaging is returned via Mostagro V.O.F.'s own means of transport, the packaging must be sorted and ready for transport.
4. Packaging not delivered by Mostagro V.O.F. shall be taken back only if and insofar as Mostagro V.O.F. carries the products in question in its own product range and the packaging is in a good condition.

#### **Article 11: payment**

1. The buyer must pay the agreed price after receiving the invoice that relates to the delivery in question - without any discounts or claims for compensation - within 30 days of the invoice date, unless the parties have explicitly deviated from this in writing.

2. The payments made by the buyer shall first be applied to settle all interest and costs owed and, subsequently to pay the invoices due that have been outstanding longest. The same applies if upon payment the buyer states that the payment relates to an invoice of a later date.
3. The buyer is not permitted to set off any invoiced amounts against a claim it has, or to suspend payment in connection with this claim, unless Mostagro V.O.F. has explicitly and without proviso acknowledged the fact that this claim is due and payable, or has irrevocably established the existence of such claim in court.
4. When exceeding the payment terms, the buyer owes interest at 1% per month on the outstanding invoice amount, without prejudice to the other rights of Mostagro V.O.F., including statutory compensation.
5. If the buyer still fails to pay Mostagro V.O.F. the outstanding amount after having been declared in default by Mostagro V.O.F., the buyer is also obliged to compensate the extrajudicial collection costs and any judicial costs actually incurred. The extrajudicial collection costs are set at 15% of the principal sum payable, subject to a minimum of € 500.00, exclusive of VAT. Among other things, the judicial costs actually incurred comprise all costs of lawyers, experts, bailiffs, court fees, translators and witnesses.

#### **Article 12: default and dissolution**

1. In the event that the buyer fails to fulfil any of its obligations arising from the law or the agreement concluded with Mostagro V.O.F., or fails to do so properly or in good time, including the obligation of timely payment, the buyer is in default without a notice of default being required and Mostagro V.O.F. shall be entitled to suspend execution of the agreement and/or to fully or partially dissolve that agreement and agreements directly connected to it in writing, without prejudice to any other rights that accrue to Mostagro V.O.F. Mostagro V.O.F. is not obliged to pay any compensation.
2. In the event of a moratorium or winding up of the buyer, closedown or liquidation of the buyer's business, all agreements with the buyer shall be dissolved by operation of law, unless Mostagro V.O.F. notifies the buyer within a reasonable period of time of its demand that (part of) the relevant agreement(s) is or are fulfilled, in which case Mostagro V.O.F. shall be entitled, without notice of default, to suspend execution of the agreement(s) in question until sufficient security has been furnished for payment, without prejudice to the other rights that accrue to Mostagro V.O.F.
3. Mostagro V.O.F. is entitled to terminate the agreement in the event of a situation of force majeure on the part of the buyer. In that case, the buyer shall compensate Mostagro V.O.F. for all costs incurred and yet to be incurred by Mostagro V.O.F.
4. In the aforementioned cases, all claims from Mostagro V.O.F. against the buyer shall be immediately due and payable, and the buyer is obliged to immediately return any products not yet paid for.
5. In the event of winding up or a moratorium, the buyer must immediately notify Mostagro V.O.F., and show a bailiff, receiver or administrator the agreement and make that person aware of Mostagro V.O.F.'s property rights without delay.

#### **PURCHASE**

**Article 13: request and formation of agreement**

1. Articles 2 to 12 do not apply to agreements under which Mostagro V.O.F. acts as buyer.
2. All requests made by or on behalf of Mostagro V.O.F., in whatever form, are subject to contract, unless stated otherwise.
3. The quotation from the seller is deemed to be binding for four (4) weeks after its date, unless the parties have agreed otherwise in writing. The quotation is deemed to be an irrevocable proposal by the seller.
4. The costs for preparing the quotation are payable by the seller.
5. The price quoted in the quotation is fixed, and is deemed to relate to all costs to be incurred in order to deliver the goods and/or services at the location designated by Mostagro V.O.F.
6. An agreement is formed only when Mostagro V.O.F. accepts the seller's offer.
7. The seller is at all times obliged to notify Mostagro V.O.F. of (imminent) price reductions, also before an agreement is formed between them.

**Article 14: delivery**

1. Unless agreed otherwise in writing, delivery is free domicile at the delivery address agreed with Mostagro V.O.F.
2. The delivery date or period set out in the instruction/agreement is exact and final and applies to the entire delivery.
3. Delivery is at the risk of the seller until it has reached its agreed destination and Mostagro V.O.F. has accepted and taken delivery of it. Ownership transfers to Mostagro V.O.F. the moment it is accepted and taken delivery of.
4. In the event of circumstances as a result of which an agreed delivery date or period is expected to be exceeded, the seller must immediately notify Mostagro V.O.F. thereof, stating the reasons and confirming it to Mostagro V.O.F. in writing. If the seller fails to do so, a later invocation by the seller of exceeding the term cannot be honoured, even in the case of force majeure.
5. In the event that the agreed delivery date or period is exceeded, the seller, without a prior notice of default being required, owes a penalty of 1% of the delivery price per calendar week or part thereof, subject to a maximum of 5%, which shall be immediately due and payable on the date it is imposed. Collecting or setting off the penalty does not affect Mostagro V.O.F.'s right to compliance.
6. Any retention of title created by the seller shall not be applicable. Mostagro V.O.F. hereby explicitly rejects such retention of title. The seller accepts that rejection.
7. If the products are subject to rights other than retention of title, the seller shall immediately notify Mostagro V.O.F. thereof.
8. If the seller itself grows the products sold, it must insure them against hail damage at its own expense. The seller must insure the product sold against fire and water damage at its own expense. This obligation does not alter the fact that in the event of a fully or partially failed harvest or fire and/or water damage, the seller is, at Mostagro V.O.F.'s request, obliged to deliver the contracted quantity of product and to purchase any deficits elsewhere. In the event of hail, fire and (water) damage, the seller cannot invoke force majeure.

9. In the case of a purchase ex works of the buyer or a vehicle, the seller is, after the mode of transport has arrived, obliged to load a minimum of 30 tons of product per hour from storage and 15 tons per hour from the field. If the seller loads less tons per hour, the seller owes Mostagro V.O.F. a sum of € 75.00 per hour for every hour or part thereof that the mode of transport is consequently delayed. The seller is obliged to pay a soil penalty of at least € 50.00 per ton of soil delivered. Mostagro V.O.F. is entitled to set the penalty off against the purchase price to be paid.

#### **Article 15: quality and guarantee of the delivery**

1. The seller guarantees that upon delivery, the products to be delivered meet the agreed quality requirements. The goods are of good quality, free from diseases, fungi and bacteria, free from damage, soil - including clay - internal and external, visible and invisible shortcomings, internal and external sprouting and hail damage. The products should not contain any (residues of) pesticides that exceed the appropriate statutory standards. Unless agreed otherwise, onions must - in addition to the aforementioned quality requirements - meet at least quality class II, while carrots and other vegetables must meet quality class I. First-year seed onions must meet the requirements set by the Dutch General Inspection Service for Agricultural Seed and Seed Potatoes (NAK Tuinbouw) and the Netherlands Food Authority (NVWA), and have been approved by those authorities. Seed potatoes must have been approved by the Dutch General Inspection Service for Agricultural Seed and Seed Potatoes (NAK Tuinbouw) and the Netherlands Food Authority (NVWA) for the country of destination.
2. Internal sprouting is taken to mean any internal sprouting that has developed inside the onion above the centre line of the onion.
3. Unless explicitly agreed otherwise, the seller must deliver unwashed products. The product must be free from soil and product-foreign components.
4. The seller is obliged to ensure that the internal temperature of onions is at least 7°C and no more than 15°C upon shipping and delivery. Other products must be delivered at the appropriate temperature for those products.
5. The products to be delivered must meet the agreed and statutory quality standards also during a reasonable term after delivery and at least for some time after the end user has received the product. During that period and for a reasonable term thereafter, Mostagro V.O.F. is entitled to complain about the quality of the products delivered in terms of visible external shortcomings. Complaints about hidden shortcomings, shortcomings invisible to the naked eye or internal shortcomings shall be submitted within good time of those shortcomings being discovered.
6. Subject to forfeiting its rights, the seller is obliged to have an independent loss assessment carried out in the presence of Mostagro V.O.F. or a third party appointed by the latter, within 24 hours of receiving the complaint. Mostagro V.O.F. is entitled to a second opinion. If the seller fails to have a loss assessment carried out, the parties establish that the products do not meet the agreed requirements. If the experts have a difference of opinion, the experts shall appoint an independent third party, and the three experts shall determine the quality in a legally binding manner, at the expense of the losing party.

7. When the products offered for delivery are rejected and/or refused, Mostagro V.O.F. is also entitled, at its discretion, to demand a replacement delivery or to write off the refused quantity from the remaining part of the contract; this is subject to full compensation.
8. The seller's obligation to pay compensation is not restricted and also includes compensation of the damage or losses about which Mostagro V.O.F. is confronted by third parties. The seller is also obliged to compensate the extrajudicial collection costs and the judicial costs actually incurred. The extrajudicial collection costs are set at 15% of the principal sum payable, subject to a minimum of € 500.00, exclusive of VAT. Among other things, the judicial costs actually incurred comprise all costs of lawyers, experts, bailiffs, court fees, translators and witnesses.
9. If, in the case of field crop product, the tare percentage exceeds 15%, or if 5% or more of the field crop products is damaged and/or if the internal and external sprouting, rot and other internal shortcomings combined exceed 2% or more and/or if the batch cannot be prepared for class I, the agreed requirements and the requirements of the country of destination at the usual costs, Mostagro V.O.F. may refuse to take delivery and the agreement may be dissolved. Mostagro V.O.F. shall be entitled to buy the goods at - at Mostagro V.O.F.'s discretion - the contract price or the prevailing market value, in both cases minus a discount to be set by Mostagro V.O.F. in connection with the tare and additional costs to prepare the goods.
10. Among other things, tare is taken to mean disease, foliage, rot, damage, pieces, soil, double, internal and external sprouting, moist, undersize (35 mm and smaller, unless agreed otherwise in writing), tails, product-foreign components, etc.
11. Taring takes place at Mostagro V.O.F. or at Mostagro V.O.F.'s customer. The seller and/or its authorised representative are entitled to attend the taring procedure and are invited to do so by virtue of conclusion of the purchase agreement. The seller is personally responsible for its attendance or otherwise, and does not need to be invited for this (again).
12. The tare percentage shall be determined at the taring location and reported to the seller, if the seller is present. Subject to forfeiting its rights, the seller is obliged to object to the taring within four (4) hours of this determination and to have a new taring procedure carried out by an independent expert, failing which the determined tare percentage is binding for all parties, subject to the right of Mostagro V.O.F. to dissolve the agreement, to claim compensation and/or to charge additional tare when after the taring procedure Mostagro V.O.F. discovers shortcomings it was unaware of during the taring procedure. If the prompt re-taring differs from the first taring, the parties' experts jointly appoint a third independent expert, and the percentage shall be determined in a legally binding manner. The seller shall be (additionally) notified of the result on the final account.
13. The costs for weighing, scooping and transport are payable by the seller, unless agreed otherwise in writing.

#### **Article 16: payment**

1. Mostagro V.O.F. shall pay the seller's invoice within thirty (30) days of the delivery being accepted. Payment of the invoice does not constitute any waiver of any right to reconsider execution of the instruction.

2. Mostagro V.O.F. is entitled to set off its due and payable claims against any money owed by the supplier.

#### **Article 17: suspension, dissolution and premature termination of the agreement**

1. Mostagro V.O.F. is entitled to suspend fulfilment of the obligations or further execution of the agreement, or to fully or partially dissolve the agreement by means of a written statement, without a further notice of default being required, in the event that:
  - a. the seller fails to fulfil its obligations under the agreement and/or these terms and conditions of sale, or fails to do so in time or in full;
  - b. if, after the agreement is entered into, Mostagro V.O.F. becomes aware of circumstances causing Mostagro V.O.F. to have reasonable fear that the seller shall fail to meet its obligations;
  - c. the seller is declared insolvent, has applied for a moratorium, shuts down or liquidates its business, a considerable part of its assets are seized or if it transfers its business to third parties;
  - d. If the products are rejected after an inspection or second inspection by or on the instructions of Mostagro V.O.F.
2. If Mostagro V.O.F. decides to suspend or dissolve the agreement, it is not in any way obliged to pay compensation for losses and costs incurred by the seller as a result of that.
3. When the products referred to in paragraph 1 under d are rejected, the seller must compensate the losses suffered by Mostagro V.O.F., including the costs of transport, expert(s) and losses suffered by third parties to whom the products have been sold. In that case, Mostagro V.O.F. or a third party it has appointed is entitled to sell the goods at the best possible price and to set off the proceeds against its losses. The balance shall be set off against the losses. Any sum remaining shall be paid back to the seller.
4. In the event that Mostagro V.O.F. fully or partially cancels a confirmed order, Mostagro V.O.F. shall not be charged for any products ordered and prepared in that respect, and any supply, disposal and delivery costs thereof, and the working hours reserved for the execution of the agreement.
5. In the event of dissolution, the risk of delivery remains vested in the seller. The products shall be available to and must be collected by the seller. The supplier shall immediately refund Mostagro V.O.F. anything paid with regard to the dissolved agreement.

#### **Article 18: Liability and indemnity**

1. The seller is liable for all damage or losses suffered by Mostagro V.O.F. due to the seller's imputable failure to fulfil the agreement and/or these terms and conditions of sale, the failure to fulfil in time or the failure to fulfil correctly.
2. The seller indemnifies Mostagro V.O.F. against any third-party claims in relation to the execution of the agreement.
3. The seller shall take out proper insurance against the risks involved in the sales agreement with Mostagro V.O.F., and is obliged to provide the buyer with the policy document of that insurance on demand.
4. Any liability of Mostagro V.O.F. for damage or losses is excluded.

**Article 19: Force majeure**

1. Mostagro V.O.F. may invoke force majeure if the country to which it wishes to export the purchased products announces and/or imposes an import ban, or when that country sets higher quality requirements than agreed. In such cases Mostagro V.O.F. may dissolve the purchase agreement without being obliged to pay any compensation.
2. Mostagro V.O.F. may also invoke force majeure if it concerns special circumstances that make it impossible or inconvenient for Mostagro V.O.F. to take up the purchased products to the extent that fulfilment cannot reasonable expected from Mostagro V.O.F., such as war, mobilisation, strikes, illness-related absence from staff, labour disturbances, 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 holdups, 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, import and/or export bans, etc.

**GENERAL****Article 20: Industrial and intellectual property rights**

1. Mostagro V.O.F. explicitly reserves any intellectual and/or industrial property rights (trademarks) in connection with the products it has delivered.
2. The buyer is not permitted to violate third-party intellectual and/or industrial property rights with the use of products delivered by Mostagro V.O.F. The buyer indemnifies Mostagro V.O.F. against any third-party claims by virtue of violations of intellectual and/or industrial property made with the use of products delivered by Mostagro V.O.F. and which take place after Mostagro V.O.F. has delivered the products to the buyer.

**Article 21: applicable law and disputes**

1. Dutch law is applicable to all agreements.
2. The provisions of the Vienna Sales Convention are excluded.
3. With the exception of the disputes referred to in article 2, all disputes ensuing from an instruction, quotation, offer or agreement that is subject to the trading conditions shall be exclusively settled by the competent court in Rotterdam, the Netherlands.
4. In derogation from the provisions in paragraph 2 of this article, the parties may agree in writing to have the dispute settled by the competent court in a different court district.

These terms and conditions have been filed with the Chamber of Commerce in Alkmaar, the Netherlands, under number 68508077 on July 1<sup>st</sup> 2017.