

GENERAL TERMS AND CONDITIONS OF JONIKA B.V.

Article 1 Applicability

- 1.1 These general terms and conditions (hereinafter referred to as: "General Terms and Conditions") are applied by the private company with limited liability called Jonika B.V., located in (4415 AG) Oostdijk, Netherlands, at 2e Vlietweg 26, and all its affiliates (hereinafter referred to as: "Jonika").
- 1.2 The General Terms and Conditions apply to all offers of Jonika and all engagements between Jonika and the natural person or legal entity that enters into an agreement with Jonika (hereinafter referred to as: "Buyer").
- 1.3 Any general terms and conditions used by Buyer shall not apply and shall be expressly dismissed.
- 1.4 The General Terms and Conditions may only be varied by written agreement.
- 1.5 In the event of a discrepancy or conflict between the General Terms and Conditions on the one hand and the offer or the agreement on the other hand the text of the offer or the agreement shall prevail.
- 1.6 In the event of a discrepancy or conflict between the General Terms and Conditions and a translated version thereof, the interpretation of the Dutch text shall be decisive.
- 1.7 If one or more provisions of the General Terms and Conditions should, in whole or in part, prove to be non-binding, the other provisions of the General Terms and Conditions between parties shall remain effective. Jonika shall reserve the right to replace the non-binding provisions by provisions which are binding.

Article 2 Offer and agreement

- 2.1 All offers and quotations shall be without engagement, unless otherwise agreed in writing.
- 2.2 An agreement shall be effected by a written confirmation of the order by Jonika. Jonika shall reserve the right to require security from Buyer before accepting and executing an order.
- 2.3 All offers and agreements with respect to the delivery of agricultural produce shall be effected subject to crop conditions. When, as a result of a disappointing crop as to the quantity and/or quality of agricultural produce, less produce is available, which shall be understood to include rejection by competent authorities, than could reasonably have been expected when the agreement was entered into, Jonika shall be entitled to reduce the quantities to be sold accordingly. Such shall be the case, without limitation, when the produce bought by Jonika under cultivation contracts is insufficient for Jonika to supply all its buyers. By delivering this reduced quantity on a pro rata basis Jonika shall fully comply with its obligations to supply.

Article 3 Price increase

- 3.1 If, after the formation of the agreement, import duties, VAT or other taxes or levies on the goods are introduced and/or increased and/or the cost price is increased otherwise, Jonika shall be entitled to increase the agreed price accordingly.

Article 4 Payment

- 4.1 Buyer shall be obliged to pay the purchase price within 30 days from the date of invoice, except in the event that a different term of payment was agreed in the agreement. Buyer shall waive the right to set-off.
- 4.2 As long as previous deliveries have not been paid in full, Jonika shall be entitled to require payment in advance, as well as to suspend further deliveries.
- 4.3 Payment has been made as soon as the money has been credited to Jonika's account.

- 4.4 Late payment of any amount payable to Jonika shall constitute a default. Buyer shall then be obliged to pay an interest of 2% per month on the amounts due, whereby part of a month shall be considered as a full month.
- 4.5 In the event of a default Buyer shall also be obliged to pay the extrajudicial collection costs to Jonika. In derogation from Book 6, Section 96, subsection 5 of the Dutch Civil Code and the Extrajudicial Collection Costs Decree Jonika may claim payment of the extrajudicial (collection) costs, which are determined at an amount equal to 15% of the total outstanding principal sum with a minimum of € 250.00 for every invoice which, in whole or in part, has been left unpaid.

Article 5 Delivery

- 5.1 Delivery shall be effected ex works in accordance with the Incoterms 2010, except in the event that a different term of delivery was agreed in the agreement.
- 5.2 All delivery times shall only be indicative and shall never be regarded as a strict deadline for Jonika. If the delivery time is exceeded, irrespective of the cause, this shall not entitle Buyer to terminate the agreement or to suspend or not to fulfil any obligation entered into towards Jonika or to any compensation, unless in the event of intent or gross negligence of Jonika.

Article 6 Retention of title

- 6.1 All produce delivered to Buyer by Jonika shall remain the property of Jonika, until Buyer has fulfilled all its obligations towards Jonika. Until that moment Buyer shall keep the produce for Jonika.
- 6.2 All produce in Buyer's possession coming from Jonika shall always be deemed to be the same produce as is mentioned in the unpaid invoices, insofar as the quantity of produce in Buyer's possession does not exceed the quantities mentioned in the unpaid invoices as to type and composition.
- 6.3 Jonika shall always be entitled to collect this produce without prior warning, if a situation as described in Article 12 arises. For this purpose Buyer hereby already grants an authorisation to Jonika, including the right to enter the location where the produce is stored and to remove the produce from that location.

Article 7 Inspection and complaints

- 7.1 All statements of sizes, weights and/or other specifications of the produce shall be made with due care by Jonika, but Jonika cannot guarantee that there will be no deviations in this respect. If Jonika shows or provides documentation, an illustration, a sample or a model to Buyer, this shall only be done by way of an indication without the produce having to meet these specifications, except in the event that parties expressly agree to the contrary. Deviations in weight are possible and shall be accepted by Buyer.
- 7.2 The produce to be delivered shall be deemed to be in conformity with the agreement if it corresponds with the specifications which Jonika agrees with Buyer. If no specifications have been agreed, the produce must comply with the generally accepted standards in the trade for the produce concerned. This is the case if the produce complies with the quality requirements applicable in the Netherlands. Jonika shall not be responsible for the usability of the produce delivered for the purpose for which Buyer intends to use the said produce, unless the usability is guaranteed by Jonika by written agreement.
- 7.3 Buyer shall be obliged to inspect the produce delivered adequately, or have it inspected adequately, upon receipt and in any case before it is processed to ascertain whether it is in conformity with the quality or type of produce stipulated in the agreement.
- 7.4 Complaints with respect to the quantity of produce delivered and other defects visible on delivery must forthwith be specified in the accompanying documents. Relevant complaints

shall not be dealt with if the documents were signed without further specification. Complaints must be substantiated by photographs and must forthwith be put at Jonika's disposal together with evidence.

- 7.5 Complaints relating to defects which were not visible on delivery must be lodged in writing, with a clear specification, within 48 hours after the defect was discovered. Complaints shall be dealt with by Jonika, provided that the complaint was lodged within the shelf life of the produce concerned and the produce was stored as prescribed.
- 7.6 After the time-limits referred to in paragraph 4 and paragraph 5 have expired, Buyer's right of complaint shall lapse.
- 7.7 Furthermore Buyer's right of complaint shall lapse if the nature and/or composition of the produce was/were altered and/or the produce was damaged in whole or in part and/or repackaged after delivery.
- 7.8 After lodging a complaint Buyer shall be obliged to assist in an inspection of the produce about which a complaint was lodged, conducted by Jonika or a third party engaged by Jonika. Buyer shall keep the produce at its disposal in conformity with the instructions to be given by Jonika or return the produce at Jonika's request.
- 7.9 If the complaint was lodged on proper grounds and in time and it has therefore been established that the produce is defective, Jonika shall ensure that the produce is replaced or that a compensation is paid to Buyer. Return consignments shall only be allowed if Jonika has given prior written permission to return these consignments or if these consignments are returned by Jonika or on Jonika's instructions. Return consignments shall be sent at Buyer's expense and risk.

Article 8 Liability

- 8.1 Jonika's liability shall at all times be limited to direct damage or loss, irrespective of the basis thereof, such as attributable failures or a unlawful act and therefore also in the event of intent or gross negligence of non-executive staff of Jonika. Liability for consequential damage or loss shall be excluded. Neither shall Jonika be liable for damage or loss as a result of injury or death of persons. Jonika shall not be liable for damage or loss caused by intent or gross negligence of auxiliary persons.
- 8.2 Any liability of Jonika shall be limited to the amount which is paid on the basis of the liability insurance(s) taken out, plus the amount of the excess which, under the policy conditions, is not borne by the insurer(s). If and insofar as no payment is made under the aforesaid insurance(s) for whatever reason, any liability of Jonika shall be limited to the invoice amount of the delivery from which the damage or loss has resulted.
- 8.3 Buyer shall indemnify Jonika against any claims to compensation of damage or loss from third parties for which Jonika is or would not be liable towards Buyer on the basis of the provisions in the previous paragraphs of this article.

Article 9 Force majeure

- 9.1 Force majeure shall give Jonika the right, after written notice thereof to Buyer, to suspend the execution without Buyer being entitled to compensation.
- 9.2 Force majeure shall mean any circumstance or event which cannot be attributed to Jonika, as a result of which fulfilment of an obligation cannot reasonably be required from Jonika, as well as, insofar as not already included therein, any failure or interruption of operations whatsoever, irrespective of its cause, delayed or late delivery by one or more of Jonika's suppliers or transport companies, of whatever nature, as a result of which transport to Jonika and/or from Jonika to Buyer is hindered or prevented, an insufficient crop, crop failure, strikes,

fires, railway strikes and defective means of transport, and other events beyond Jonika's control including wars, blockades, riots, epidemics, floods, storms, devaluation and inflation.

9.3 If the delivery is delayed for more than one month as a result of force majeure, Buyer and Jonika shall be entitled to terminate the agreement.

9.4 If the force majeure occurs while the agreement has already been partly executed, Buyer will keep the part of the produce already delivered and pay the purchase price due in this respect, if the remaining delivery is delayed for more than one month as a result of force majeure.

Article 10 Termination

10.1 Without prejudice to its right to performance and/or compensation Jonika shall, without any compensation to Buyer being payable in this regard, be entitled to terminate the agreement with Buyer in whole or in part without judicial intervention and/or to claim compensation, to take back the goods delivered and to suspend the delivery to Buyer in the event of a partial dissolution, if Buyer is in breach of its obligations in any respect, Buyer discontinues its business operations, Buyer applies for a moratorium, a moratorium is applied for with respect to Buyer, Buyer is put into liquidation, Buyer makes a voluntary arrangement with its creditors or if other similar circumstances arise.

10.2 If the Agreement is terminated on one or more of the grounds specified in the previous paragraph, any claim which Jonika has against Buyer, shall forthwith become due and payable.

Article 11 Purchase conditions

11.1 This article shall apply if Jonika as a purchasing party enters into an agreement with a natural person or legal entity, who or which will then be referred to as "Seller".

11.2 Jonika shall reserve the right to reject and/or refuse the goods offered by Seller, if the goods are not in accordance with that which Jonika and Seller agreed to and/or do not comply with the quality requirements applicable in the Netherlands.

11.3 When goods are rejected and/or refused, as referred to in paragraph 2 of this article, Jonika shall, at its discretion, be entitled to claim a replacement delivery and/or deduct the quantity refused from the remaining part of the agreement.

11.4 In the event of late payment Jonika shall, at its discretion, be entitled to claim fulfilment, to suspend its own obligations with respect to goods delivered earlier, to terminate the agreement in whole or in part without judicial intervention and/or to claim compensation.

11.5 If, after the conclusion of the agreement, the financial position of Seller is such that fulfilment of the delivery or deliveries must, at Jonika's sole discretion, be regarded as uncertain, Jonika shall be entitled to require security for the fulfilment of the delivery or deliveries from Seller. The form of security shall be determined solely by Jonika. If Seller fails to furnish security or does not furnish security in time or in the correct form, Jonika may choose to terminate the agreement in whole or in part without judicial intervention and/or to claim compensation.

Article 12 Applicable Law

12.1 All engagements with Jonika shall exclusively be governed by Dutch law. The Vienna Sales Convention shall not apply.

Article 13 Disputes

13.1 In the first instance all disputes between Buyer and Jonika shall be settled by the competent judge of the Court of Zeeland–West–Brabant, location Middelburg (Netherlands), which judge shall have exclusive jurisdiction.