

GENERAL PURCHASE CONDITIONS OF JAN STAP B.V.

Article 1: definitions

The definitions below are used in these general purchase conditions ("Conditions").

- Jan Stap:* the private company with limited liability Jan Stap B.V., trading under the names Jan Stap, Belleza and Torres Tropical, having its registered office in Maasland and its principal place of business in Barendrecht, Chamber of Commerce number 27172854;
- Seller:* the Person with whom Jan Stap has concluded an Agreement or with whom Jan Stap is negotiating an Agreement;
- Parties:* Jan Stap and the Seller;
- Agreement:* every agreement between the Parties, irrespective of whether it is a framework or individual agreement, with the intent (a) that the Seller supplies goods to Jan Stap against monetary payment (contract of sale) and/or (b) that the Seller makes goods available to Jan Stap in order to have these sold by Jan Stap for the risk and account of the Seller (commission contract) and/or c) that the Seller supplies goods to Jan Stap against payment of a minimum guaranteed price (mcp contract) and/or (d) that the Seller provides services to Jan Stap and/or (e) that the Seller delivers any other performance for the benefit of Jan Stap, every change or supplement to this agreement, as well as all factual and legal acts in preparation or performance of this agreement, including offers;
- Products:* all goods and/or services and/or other performances that are the subject of an Agreement;
- Person:* natural or legal person or partnership without legal personality.

"Written" in the sense of these Conditions includes: by fax, email, WhatsApp and Skype message.

Article 2: general

1. These Conditions are - with the explicit exclusion of all other general conditions - applicable to all Agreements. If Jan Stap at any time does not require strict compliance with these Conditions, this does not mean that Jan Stap waives its right to require strict compliance with these Conditions in future - whether or not similar - cases. Clauses that deviate from these Conditions are binding only if agreed in writing and apply only to the case in question.
2. All the clauses of these Conditions are stipulated not only for the benefit of Jan Stap, but also for the benefit of the following Persons, who can at all times rely upon this third-party clause: (i) the directors and the shareholders of Jan Stap (including its indirect directors and shareholders), (ii) all Persons working for Jan Stap, (iii) all Persons engaged by Jan Stap in the performance of an Agreement, and (iv) all Persons for whose actions or negligence Jan Stap could be held liable.
3. If one or more provisions of these Conditions and/or an Agreement are void or declared void by a court of law, the remaining provisions of these Conditions and the Agreement will remain in force. The void or voided provisions will be replaced by valid provisions that, taking into consideration the purpose and scope of these Conditions and the Agreement, deviate as little as possible from the original provisions.
4. These Conditions are drawn up in various languages. If there is any difference of opinion regarding the content or scope of these Conditions, the Dutch text will be binding.
5. Jan Stap is at all times entitled to amend these Conditions.

Article 3: contract of sale, commission contract and mcp contract; harvest insurance

1. If Jan Stap obtains Products from the Seller without the Parties having concluded an explicit and written contract of sale, the Parties will be deemed to have concluded a commission contract.
2. The following applies in the event of a commission contract:
 - (a) Jan Stap is not subject to a duty of inspection or complaint in respect of the Products;

- (b) Jan Stap will sell and deliver the Products to third parties in its own name, yet at all times for the risk and account of the Seller;
- (c) Jan Stap will, without guaranteeing any results, strive to realise optimal sales proceeds, taking all circumstances into account;
- (d) the sales proceeds depend on the quality of the Products and the situation on the - often volatile - market; insofar as Jan Stap states indicative sales prices, these will be for information purposes only without the Seller being able to derive any rights therefrom;
- (e) Jan Stap will pay the net sales proceeds as reflected by its sales accounts to the Seller, on the understanding (i) that Jan Stap is at all times entitled to set off the net sales proceeds against any paid advances and set off the positive net sales proceeds against any negative net sales proceeds and (ii) that Jan Stap at all times makes a reservation as regards subsequent claims by its clients and subsequent credit notes to its clients; "net sales proceeds" within the context of these Conditions are defined as: the gross sales proceeds under deduction of the commission owed to Jan Stap and the costs incurred by Jan Stap in connection with the sale of the Products, including but not limited to the costs of sea freight, terminal handling charges (THC), documents, import duties, transport, handling, storage, cooling, quality inspections and laboratory tests and if necessary sorting and repacking;
- (f) if - taking into consideration the sales accounts, the payments by Jan Stap, subsequent claims by clients of Jan Stap and subsequent credit notes to its clients - it is established after conclusion of the programme or the season that the Seller owes an amount to Jan Stap, the Seller will (re)pay this amount to Jan Stap on demand;
- (g) the Seller will retain ownership of the Products until Jan Stap has sold and delivered these to third parties; the risk with regard to the Products will not pass to Jan Stap at any time; Jan Stap is not required to insure the Products;
- (h) Jan Stap is at all times entitled to again make the Products available to the Seller at Jan Stap's warehouse, in which case the commission contract will be regarded as terminated without Jan Stap being held to pay any compensation, the Seller will recover the Products as soon as possible and the Seller will compensate Jan Stap for its costs, including, but not limited to cooling and storage costs.

The other articles of these Conditions also apply (whether or not by analogy) to commission contracts, except if such is not possible due to the nature of a commission contract. Insofar as this article 3 paragraph 2 is in conflict with any other article or paragraph of these Conditions, the provisions of this article 3 paragraph 2 will prevail.

3. The following applies in the event of an mpg contract:

- (a) the Seller will transfer ownership of the Products to Jan Stap;
- (b) Jan Stap will in any event owe the agreed minimum guaranteed price on condition that the Products fully comply with the Agreement and the Seller fulfils its obligations;
- (c) if the amount of the net sales proceeds is higher than the minimum guaranteed price, Jan Stap will also owe the difference between these amounts;
- (d) article 3 paragraph 2 letters c to f of these Conditions apply accordingly.

The other articles of these Conditions also (whether or not by analogy) apply to mpg contracts, except if such is not possible due to the nature of an mpg contract. Insofar as this article 3 paragraph 3 is in conflict with any other article or paragraph of these Conditions, the provisions of this article 3 paragraph 3 will prevail.

4. If Jan Stap commits itself to the payment of one or more advances with a view to the delivery or provision of agricultural Products by the Seller under the terms of a contract of sale or a commission contract, the Seller will - to the satisfaction of Jan Stap - take out and maintain harvest insurance with hail cover, naming Jan Stap as the co-insured on the policy sheet and stating that any insurance payments will be made directly to Jan Stap. The Seller will provide Jan Stap at its first request with a copy of the policy sheet and proof of payment of premiums.

Article 4: offers, Agreements

1. In this article, an offer is defined as: an offer by the Seller.

2. In this article, an offer by Jan Stap is defined as: a written order placed by Jan Stap that deviates from an offer or a written order placed by Jan Stap with the Seller without having received an offer.
3. All offers by Jan Stap are free of obligation. Jan Stap is entitled to revoke its offer within three working days after receipt of acceptance by the Seller.
4. Acceptance by the Seller that, whether or not on subordinate points, deviates from the offer by Jan Stap, will at all times be regarded as a rejection of this offer and as a new offer. An Agreement in accordance with this new offer will only be concluded following written acceptance by Jan Stap.
5. An Agreement is concluded when:
 - (a) Jan Stap accepts an offer in writing; or
 - (b) three working days have expired after Jan Stap has received acceptance of its offer from the Seller and Jan Stap has not revoked its offer during this period; or
 - (c) Jan Stap confirms the Agreement in writing; or
 - (d) Jan Stap commences with the performance of the Agreement.
6. Jan Stap is not bound to an offer and/or an Agreement at a specified price if said price is based on a misprint and/or a writing error.
7. The Seller is, without the prior written permission of Jan Stap, not permitted to transfer in full or part an Agreement or one or more of its rights or obligations under an Agreement. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code).

Article 5: prices

1. All prices are stated in euros unless the Parties agree otherwise in writing.
2. All prices are quoted exclusive of VAT. For the remainder, the prices are "all inclusive".
3. All agreed prices are fixed. Price rises after conclusion of the Agreement, under any heading whatsoever, are and remain for the account of the Seller, irrespective of the period that has passed between the date of conclusion of the Agreement and the performance thereof.

Article 6: guarantee

1. The Seller guarantees that:
 - (a) the Products comply in full with the Agreement, which in any event means that they:
 - correspond with any sample shown or provided;
 - originate from GlobalGap-certified growers;
 - have not been exposed to banned crop protection products;
 - comply with the highest food safety standards;
 - have optimal quality, freshness and shelf life;
 - are free of disease (including but not limited to rot), pests, foreign bodies, contaminants, (other) substances hazardous to health and (other) visible and hidden defects;
 - comply with the specifications and requirements formulated by Jan Stap and, insofar as these have not been formulated by Jan Stap, with the specifications and requirements that apply to Class I Products;
 - comply with (i) all requirements under relevant Dutch and European laws and regulations that apply at the time of delivery or provision, including but not limited to the laws and regulations with respect to Maximum Residue Limits (MRL) and (ii) any supplementary and/or stricter requirements made by clients of Jan Stap and about which Jan Stap has informed the Seller prior to the delivery or provision;
 - (b) the Products are packaged adequately and soundly and in accordance with any instructions by Jan Stap, the packaging and packing materials do not constitute a food safety hazard, the packaging is provided with all markings prescribed by law and all statutory labelling regulations are complied with;

- (c) the Products are during the entire transport process transported under optimal temperature and other conditions, without interruption of the refrigeration chain;
 - (d) full traceability of the Products is guaranteed and the Seller will, within three hours of a request thereto from Jan Stap, digitally provide all relevant information with respect to the Products, including but not limited to the particulars of the growers and the plots, as well as a full and up-to-date registration of the crop protection products used;
 - (e) the Seller and the other links in the chain are IFS and/or BRC-certified;
 - (f) the Seller will immediately and in writing inform Jan Stap of a disaster and the Seller will immediately and in writing inform Jan Stap when the Seller (otherwise) expects or knows that the Products and/or the packing materials do not or will not comply with the requirements stated in this article.
2. The receipt, approval and payment of the Products by Jan Stap will not entail acknowledgement that the Products comply with the Agreement, do not release the Seller from any other guarantee obligations or liability and are without prejudice to the rights of Jan Stap under the Agreement, these Conditions and the law.

Article 7: delivery time, delivery, ownership

1. The agreed delivery time is regarded as a deadline. The Seller will, on exceeding the delivery time, be legally in default. The Seller will immediately notify Jan Stap thereof in writing as soon as it knows or should know that performance of the Agreement will not take place at all, on time or properly.
2. Delivery will take place Delivery Duty Paid (DDP) at the place of delivery indicated by Jan Stap. "DDP" will be interpreted in accordance with the latest version of the Incoterms.
3. Part deliveries and deliveries before the agreed delivery time can be refused by Jan Stap if it has not granted its written permission thereto.
4. Jan Stap is at all times entitled to return the packing materials for the risk and account of the Seller.
5. Ownership of the Products will pass to Jan Stap at the time of delivery. The Seller guarantees delivery of the full and unencumbered ownership of the Products.

Article 8: inspection and complaints

1. Prior to the delivery of the Products to its warehouse, Jan Stap is at all times entitled, but never obliged, to inspect these or have them inspected, which for the purpose of this article is defined as: random and visual inspection. The Seller will lend its full cooperation to such an inspection.
2. Following delivery of the Products to its warehouse, Jan Stap will inspect these or have them inspected within a reasonable period of time. If Jan Stap has not rejected the Products within four days of the delivery, the Products are deemed approved, subject to the reservation that they have a normal shelf life and do not have any hidden defects.
3. If an inspection is performed prior to delivery of the Products, Jan Stap is not subject to any duty of complaint. In all other cases, Jan Stap is subject to a duty of complaint in the sense that it must make a complaint within four days of delivery or as much later as it has discovered that the Products do not comply with the Agreement or that the performance by the Seller is otherwise defective.
4. Jan Stap is deemed to have made a discovery as referred to in paragraph 3 of this article on receipt of a complaint by one of its customers about the Products and investigation shows that this complaint is founded. Jan Stap is in that case permitted to still reject the Products.
5. The Seller may only appeal to any violation of the duty of inspection and complaint resting on Jan Stap if any of its concrete interests have been harmed as a result.
6. The violation referred to in paragraph 5 of this article does not lead to the forfeiting of rights on the part of Jan Stap.

Article 9: refusal and rejection

1. Without prejudice to its other rights by law and/or the Agreement and/or these Conditions, Jan Stap is, in the event of refusal and rejection of the Products, entitled:

- (a) to return the delivered Products for the risk and account of the Seller and to require fulfilment, whether or not in combination with compensation;
 - (b) to terminate the Agreement and require compensation;
 - (c) to partly terminate the Agreement and require fulfilment for the remaining part, whether or not in combination with compensation;
 - (d) to partly terminate the Agreement by reducing the price (including any agreed minimum guaranteed price);
or
 - (e) to sell the Products for the risk and account of the Seller on a commission basis.
2. The Seller will bear the risk to the Products from the time the Products are refused or rejected in full or part.

Article 10: rights of third parties

1. The Seller guarantees that the Products and the accompanying packaging and packing materials, all in the broadest sense of the word, do not infringe upon the intellectual property rights or any other rights of third parties and that Jan Stap has the unconditional and irrevocable right to import, store, offer for sale, sell or otherwise market, export and otherwise use the Products, all in the broadest sense of the word.
2. The Seller will indemnify Jan Stap against all claims by third parties in connection with an infringement or alleged infringement of one or more of the rights referred to in paragraph 1 of this article. The Seller will compensate Jan Stap for all losses incurred by the latter as a result of such an infringement or alleged infringement, including the reasonable costs of defence against third-party claims.

Article 11: payment

1. All invoices of the Seller will be addressed to Jan Stap for the attention of the accounts payable administration, with reference to the relevant order number, properly specified and in accordance with the invoicing requirements applicable in the Netherlands. Jan Stap reserves the right not to handle invoices that do not meet the aforementioned requirements and to return these to the Seller.
2. Unless the Parties have agreed otherwise in writing, payment will take place within 30 days of receipt of the relevant correct and complete invoice or, if receipt and approval of the Products takes place later, within 30 days of receipt and approval of the relevant Products.
3. Payment by Jan Stap will first be deducted from the principal, subsequently from any interest owed and finally from any costs owed.
4. Any compensation owed by Jan Stap for late payment will not consist of the statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code, but instead the statutory interest as referred to in Article 6:119 of the Dutch Civil Code.
5. Any compensation owed by Jan Stap for costs as referred to in Article 6:96 paragraph 2 letter c of the Dutch Civil Code will not be determined with the aid of the staggered scale of Article 2 paragraph 1 of the Extrajudicial Costs Compensation Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), but will instead consist of the minimum amount as referred to in Article 2 paragraph 2 of the aforementioned decree.
6. In the event of full or partial prepayment or payment of one or more advances, Jan Stap is entitled to require that the Seller provide adequate security for the performance of its obligations, whether or not in the form of a bank guarantee callable on request by Jan Stap and provided by a first-class Dutch bank.
7. Jan Stap is at all times entitled to set off the amounts that it owes under any heading to the Seller or an affiliated Person ("Seller et al.") against amounts that Jan Stap or any affiliated Person ("Jan Stap et al.") may claim under any heading from the Seller et al. The aforementioned right to set off also exists if the payment of the claims is not yet enforceable and if the performance claimed by Jan Stap et al. does not correspond with its debt.

Article 12: right of retention and pledge

1. Until such time as the Seller has fulfilled all its obligations to Jan Stap under any heading whatsoever, Jan Stap will have both a right of retention and pledge to all assets held or to be acquired, either directly or indirectly, by Jan Stap in connection with an Agreement. Assets in the sense of this article are defined as: movable property, bearer or order rights, monetary instruments, documents and funds.
2. The Seller has, by accepting these Conditions, committed itself to granting Jan Stap a right of pledge as referred to in paragraph 1 of this article. The right of pledge is established by bringing the assets under the control of Jan Stap or a third party that will hold the assets for Jan Stap, including but not limited to a transport operator or a storage and transshipment company.
3. The right of summary execution will be exercised in the manner determined by law. Private sale is possible with the agreement of the Parties or, on condition that Jan Stap has a sound valuation report, if the goods are subject to such rapid spoiling that it cannot in all reasonableness be expected of Jan Stap to seek an interim injunction. All judicial and extrajudicial costs incurred by Jan Stap with a view to exercising its right of summary execution, including but not limited to the actual costs of legal assistance and valuation incurred by Jan Stap, are for the account of the Seller and will be recovered from the (gross) sales proceeds.

Article 13: prohibition of assignment and pledge

The Seller is, without the prior written permission of Jan Stap, not permitted to assign, pledge or otherwise transfer or encumber its claims against Jan Stap. This prohibition has effect under both contractual and property law. The claims of the Seller against Jan Stap are not transferable (in the sense of Article 3:83 paragraph 2 of the Dutch Civil Code) and not pledgeable (in the sense of Article 3:83 paragraph 2 in conjunction with Article 3:98 of the Dutch Civil Code).

Article 14: suspension, termination

1. Without prejudice to its other rights by law and/or the Agreement and/or these Conditions, Jan Stap is entitled to suspend its obligations or, without requiring any notice of default or a legal intervention, or to terminate the Agreement in full or in part if:
 - (a) the Seller fails to properly and promptly fulfil any of its obligations; and/or
 - (b) Jan Stap has good grounds to fear that the Seller will default in the fulfilment of one or more of its obligations;
 - (c) the Seller is declared bankrupt or its bankruptcy has been applied for;
 - (d) the Seller has been granted a, whether or not provisional, suspension of payments or an application thereto has been filed;
 - (e) the Seller is declared subject to a statutory debt rescheduling scheme or an application thereto has been filed;
 - (f) the business of the Seller is liquidated; or
 - (g) the assets of the Seller are subject to executory attachment or subject to prejudgment attachment which is not lifted within one month of the date of attachment.
2. If the default of the Seller under law, the Agreement and these Conditions takes effect only after notice of default, Jan Stap will, in the case referred to in paragraph 1(a) of this article, not proceed with full or partial termination of the Agreement until it has provided the Seller with a written reminder stating a reasonable term for fulfilment, which term was not complied with.
3. If Jan Stap terminates the Agreement in full or in part, it is not obliged to pay any compensation and all its claims against the Seller will immediately become payable in full.

Article 15: force majeure

1. The Seller may invoke force majeure only if:
 - (a) the (potential) shortcoming by the Seller is not due to its fault or for its risk pursuant to law, the Agreement, these Conditions or generally accepted standards;
 - (b) the circumstances that constitute the force majeure have arisen prior to when the Seller was obliged to fulfil its obligation; and

- (c) the Seller informs Jan Stap immediately, but in any event within 24 hours after the situation of force majeure has arisen, in writing, specifying the circumstances that gave rise to the force majeure.
- 2. Jan Stap is entitled in the event of temporary force majeure on the part of the Seller:
 - (a) to grant the Seller postponement of its obligations under the Agreement for a reasonable period not exceeding two months. If the Seller, on expiry of the term, remains unable to fulfil its obligations under the Agreement, Jan Stap is entitled to terminate the Agreement;
or, at the discretion of Jan Stap:
 - (b) to terminate the Agreement.Jan Stap is entitled to terminate the Agreement in the event of permanent force majeure on the part of the Seller.
- 3. Force majeure on the part of the Seller will in any event not include: shortage of personnel, sickness of personnel, strikes, and default ("attributable failure") and/or unlawful actions on the part of suppliers or transporters of the Seller or on the part of other third parties engaged in the performance of the Agreement.
- 4. In the event of force majeure on its part Jan Stap is entitled to suspend performance of its obligations or a part thereof. If the period of force majeure on the part of Jan Stap lasts longer than one month or it becomes certain that the period will last longer than one month, Jan Stap is entitled to terminate the Agreement in full or part. Force majeure on the part of Jan Stap is understood as: every circumstance for which Jan Stap bears no subjective blame and which makes it impossible or practically too onerous for Jan Stap to fulfil its obligations or a part thereof, including - but explicitly not limited to -force majeure on the part of clients of Jan Stap, as well as government measures that hinder or financially impede the import, export or transit of Products.
- 5. Termination of the Agreement as referred to in this article will take the form of a written notice to the Seller, without requiring any notice of default or legal intervention and without Jan Stap being held to pay any compensation.

Article 16: Brexit

- 1. All taxes, duties, charges, levies, assessments and other fees or costs of any kind imposed on the import or purchase of the Products by Jan Stap or the export or sale of the Products by the Seller as a result of or in connection with the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union ("Brexit") shall be borne by and for the account of the Seller.
- 2. In case the performance of an Agreement is in any way more onerous or more difficult for Jan Stap as a consequence of or in connection with Brexit, Jan Stap can give written notice thereof to the Seller, upon which Jan Stap is entitled to suspend its obligations and the Parties shall in good faith renegotiate the Agreement. In the event the Parties cannot reach consensus on the adjustment of the Agreement within 14 days after receipt of the said notice by the Seller, each party is entitled to terminate this Agreement with a 7 days notice period without being liable to the other Party for any loss or damage suffered as a result thereof.

Article 17: liability

- 1. The Seller is liable for all direct and indirect losses incurred by Jan Stap and/or third parties as a result of attributable failure on the part of the Seller or as a result of attributable unlawful acts or omissions by the Seller or by a subordinate, non-subordinate or representative of the Seller.
- 2. The loss as referred to in paragraph 1 of this article comprises, but is not limited to, all penalties (including contractual penalties) imposed on Jan Stap, all loss and costs related to a product recall at the initiative of the competent authorities and/or the Seller and/or Jan Stap and all internal and external costs of Jan Stap related to determining the loss and liability and to the collection of damages, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by Jan Stap.

3. The Seller will indemnify Jan Stap against all third-party claims for the compensation of loss as referred to in paragraph 1 of this article. The Seller will compensate Jan Stap for the reasonable costs of defence against the aforementioned claims. The Seller will not be obliged to indemnify Jan Stap insofar as the loss is the direct consequence of intent or deliberate recklessness on the part of Jan Stap or its management.
4. For application of this article, third parties will include personnel, employees and clients of Jan Stap.
5. The Seller will take out and maintain adequate insurance to cover the loss as referred to in paragraph 1 of this article. The Seller will provide Jan Stap at its first request with a copy of the policy sheet(s) and proof of payment of premiums.
6. If Jan Stap is liable for losses incurred by the Seller and/or third parties, its total liability for whatsoever reason is limited to the amount paid out in the relevant case by its liability insurance, increased by the amount of the excess which is not for the account of the insurers according to the policy conditions. If, for any reason whatsoever, no insurance payment takes place, the total liability of Jan Stap for whatever reason is limited to the amount of the net invoice value for the relevant Products, being the price excluding turnover tax and other taxes and levies and excluding transport costs, subject to a maximum of €10,000. Jan Stap is only obliged to compensate damage to persons and property. Jan Stap is thus not liable for - and the Buyer is required to take out insurance against - indirect loss, consequential loss, trading loss, stagnation loss, loss of profit, missed savings, loss resulting from claims by customers of the Buyer, loss of customers, loss of goodwill and reputational damage. Jan Stap will not invoke a limitation of its liability insofar as the loss is the direct consequence of intent or deliberate recklessness on the part of Jan Stap or its management.

Article 18: applicable law, disputes, litigation and arbitration costs

1. The legal relationship between the Parties is governed by Dutch law, with exclusion of the Vienna Sales Convention.
2. With due observance of the provisions of paragraph 3 of this article, all disputes between the Parties relating to an Agreement and/or these Conditions will in the first instance be submitted exclusively to the Court of Rotterdam (proceedings on the merits) or the interim injunction judge of the Court of Rotterdam (interim injunctions and other provisional measures), without prejudice to the right of Jan Stap to submit a dispute to any other competent court.
3. In case the Seller is domiciled in a country that is a party to the New York Convention of 10 June 1958 on the recognition and enforcement of foreign arbitral awards and where neither Regulation (EU) 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) (Brussels I bis Regulation) nor the Lugano Convention of 30 October 2007 on jurisdiction and the enforcement of judgments in civil and commercial matters (the new Lugano Convention) applies, disputes between the Parties will be resolved in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("the Rules"). Article 14 paragraph 4 of the Rules will not apply. The arbitral tribunal will consist of one arbitrator. The place of arbitration and the place of the oral hearing(s) will be Rotterdam. The proceedings will be conducted in English. The arbitral tribunal will decide according to the rules of law.
4. The costs related to judicial and arbitration proceedings, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by Jan Stap will be for the account of the Seller if it is held to be entirely or predominantly in the wrong.

January 2020

GENERAL SALES CONDITIONS OF JAN STAP B.V.

Article 1: definitions

The definitions below are used in these general sales conditions ("Conditions").

- Jan Stap:* the private company with limited liability Jan Stap B.V., trading under the names Jan Stap, Belleza and Torres Tropical, having its registered office in Maasland and its principal place of business in Barendrecht, Chamber of Commerce number 27172854;
- Buyer:* the Person with whom Jan Stap has concluded an Agreement or with whom Jan Stap is negotiating an Agreement;
- Parties:* Jan Stap and the Buyer;
- Agreement:* every agreement between the Parties, irrespective of whether it is a framework or individual agreement, with the intent (a) that Jan Stap supplies goods to the Buyer against monetary payment (contract of sale) and/or (b) that Jan Stap makes goods available to the Buyer in order to have these sold by the Buyer on the instructions of Jan Stap (commission contract) and/or (c) that Jan Stap provides services to the Buyer and/or (d) that Jan Stap delivers any other performance for the benefit of the Buyer, every change or supplement to this agreement, as well as all factual and legal acts in preparation or performance of this agreement, including offers by Jan Stap;
- Products:* all goods and/or services and/or other performances that are the subject of an Agreement;
- Person:* natural or legal person or partnership without legal personality.

"Written" in the sense of these Conditions includes: by fax, email, WhatsApp and Skype message.

Article 2: general

1. These Conditions are - with the explicit exclusion of all other general conditions - applicable to all Agreements. If Jan Stap at any time does not require strict compliance with these Conditions, this does not mean that Jan Stap waives its right to require strict compliance with these Conditions in future - whether or not similar - cases. Clauses that deviate from these Conditions are binding only if agreed in writing and apply only to the case in question.
2. All the clauses of these Conditions are stipulated not only for the benefit of Jan Stap, but also for the benefit of the following Persons, who can at all times rely upon this third-party clause: (i) the directors and the shareholders of Jan Stap (including its indirect directors and shareholders), (ii) all Persons working for Jan Stap, (iii) all Persons engaged by Jan Stap in the performance of an Agreement, and (iv) all Persons for whose actions or negligence Jan Stap could be held liable.
3. If one or more provisions of these Conditions and/or an Agreement are void or declared void by a court of law, the remaining provisions of these Conditions and the Agreement will remain in force. The void or voided provisions will be replaced by valid provisions that, taking into consideration the purpose and scope of these Conditions and the Agreement, deviate as little as possible from the original provisions.
4. Jan Stap is at all times entitled to amend these Conditions.

Article 3: contract of sale and commission contract

1. If the Buyer obtains Products from Jan Stap without the Parties having concluded an explicit and written commission contract, the Parties will be deemed to have concluded a contract of sale.
2. The following applies in the event of a commission contract :
 - (a) after the Products have been made available the Buyer will immediately have these inspected by an independent expert;
 - (b) after receipt of the quality control report the Buyer will immediately forward this to Jan Stap;

- (c) the Buyer will store the Products with due care and diligence;
- (d) the Buyer will grant Jan Stap at its first request permission to, during normal working hours, enter the premises where the Products are stored in order to inspect the Products;
- (e) the Buyer will sell and deliver the Products to third parties in its own name;
- (f) without the prior written approval of Jan Stap the Buyer will (i) not sell the Products to any Person affiliated with the Buyer and (ii) not have the Products sold by a third party (whether or not affiliated with the Buyer);
- (g) the Buyer will strive to realize optimal sales proceeds;
- (h) prior to the sale of the Products the Buyer will consult with Jan Stap in order to fix the sale price; if it turns out to be impossible to sell the Products at this price, the Parties will in joint consultation adjust the price;
- (i) the Buyer will inform Jan Stap each day about the market situation and developments, the quantity of sold Products, the realized sale prices and the remaining stock of Products;
- (j) besides the commission to which it is entitled the Buyer will only charge costs to Jan Stap which have been agreed upon by the Parties in advance and which are visible on the sales accounts;
- (k) the Buyer will allow Jan Stap to check the correctness of the sales accounts or have this checked; at Jan Stap's first request the Buyer will (i) put Jan Stap into the possession of all the documents underlying the sales accounts, including but not limited to the relevant consignment accounts (*partijkaarten*), sales invoices and cost invoices, as well as all the relevant proofs of payment and accounts receivable cards and (ii) give an accountant designated by Jan Stap the opportunity to inspect the relevant part of the Buyer's accounts and the corresponding books, documents and other data carriers including the right to copy these;
- (l) Jan Stap will retain ownership of the Products until the Buyer has sold and delivered these to third parties; the Buyer will at the expense of Jan Stap insure and keep insured the Products against the risk of fire, theft, loss and damage;
- (m) Jan Stap is at all times entitled to terminate the commission contract with immediate effect without stating grounds, in which event the Buyer will lend its full cooperation to Jan Stap recovering the Products. The Buyer hereby in advance waives any retention rights with respect to the Products and will not impose attachment thereon.

The other articles of these Conditions also apply (whether or not by analogy) to commission contracts, except if such is not possible due to the nature of a commission contract. Insofar as this article 3 paragraph 2 is in conflict with any other article or paragraph of these Conditions, the provisions of this article 3 paragraph 2 will prevail.

Article 4: offers, Agreements

1. All information and specifications accompanying offers by Jan Stap are approximations only. Deviations up to 10% are permitted as a matter of course.
2. All offers by Jan Stap are free of obligation. Jan Stap is entitled to revoke its offer within three working days after receipt of the acceptance by the Buyer.
3. Acceptance by the Buyer that, whether or not on subordinate points, deviates from the offer by Jan Stap, will at all times be regarded as a rejection of the offer and as a new offer by the Buyer. An Agreement in accordance with this new offer will only be concluded following written acceptance by Jan Stap.
4. An Agreement is concluded when:
 - (a) three working days have expired after Jan Stap has received the acceptance of its offer from the Buyer and Jan Stap has not revoked its offer during this period; or
 - (b) Jan Stap confirms the Agreement in writing; or
 - (c) Jan Stap commences with the performance of the Agreement.
5. Jan Stap is not bound to an offer and/or an Agreement at a specified price if said price is based on a misprint and/or a writing error.

6. All Agreements for the delivery of agricultural Products by Jan Stap will be subject to a harvest reservation. If as a result of a disappointing harvest in terms of the quantity and/or quality of the agricultural Products, or as a result of the rejection of Products by the competent authorities, less Products are available than could reasonably have been expected at the time of conclusion of the Agreement, Jan Stap is entitled to reduce the sold quantity accordingly. By delivering the quantities thus reduced, Jan Stap complies in full with its delivery obligation. Jan Stap is that case not obliged to deliver replacement agricultural Products and is not liable for any loss whatsoever.
7. The Buyer is, without the prior written permission of Jan Stap, not permitted to transfer in full or part an Agreement or one or more of its rights or obligations under an Agreement. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code).

Article 5: prices

1. All prices are stated in euros unless the Parties agree otherwise in writing.
2. The prices are stated exclusive of VAT and other taxes and levies and transport costs.
3. The prices are based on cost price determining factors applicable at the time of conclusion of the Agreement. If after conclusion of the Agreement, yet before delivery of the Products, these factors, including but not limited to the relevant exchange rates, undergo a change outside the reasonable scope of control of Jan Stap, Jan Stap is entitled to charge the ensuing costs to the Buyer.

Article 6: conformity, delivery time, delivery and risk

1. The conformity of the Products is assessed on the basis of the laws and regulations applicable in the Netherlands at the time of delivery. Jan Stap is not held to comply with any other laws and regulations unless the Parties agree otherwise in writing.
2. The delivery times indicated by Jan Stap are always an approximation and will never be regarded as deadlines.
3. The Products sold by Jan Stap will be delivered Ex Works, unless the Parties agree otherwise in writing. "Ex Works" will be interpreted in accordance with the latest version of the Incoterms.
4. If the Parties have agreed that Jan Stap will store Products for the Buyer, whether at Jan Stap or at a third party, and these Products have not yet been delivered to the Buyer, the Products are deemed to have been delivered at the time that they are entered into storage. As from the said time the Buyer is subject to the duty of inspection and complaint as described in article 7 of these Conditions and this article 7 also applies in full for the rest. Jan Stap is not obliged to insure the Products during the term of storage.
5. Jan Stap is entitled, yet never obliged, to deliver the sold Products in parts and to invoice each part separately.
6. The Buyer will take receipt of the purchased Products. The obligation to take receipt consists of: a) the performance of all actions that may reasonably be expected of the Buyer in order to enable Jan Stap to make delivery and b) to take receipt of the Products. If the Products are not taken into receipt within 6 hours of being made available to the Buyer, the Buyer is in default without any notice being required, and Jan Stap, without prejudice to its other rights, including the right to store the Products for the risk and account of the Buyer, is entitled to terminate the Agreement and demand compensation from the Buyer.

Article 7: inspection and complaints

1. The Buyer will immediately after delivery inspect the Products or have them inspected, in the sense that the Buyer will thoroughly and accurately determine whether the Products comply in full with the Agreement, more in particular:
 - (a) whether the correct Products have been delivered;
 - (b) whether the delivered Products comply both internally and externally with the quality requirements that may be imposed for normal use and/or commercial purposes; and

(c) whether the delivered Products comply in terms of quantity (number, amount, weight) with what the Parties have agreed.

With a view to the inspection of the internal quality of the Products, the Buyer will conduct random cuts of the Products and random checks for the presence of foreign bodies and other defects, or have such cuts and checks carried out.

If the delivery falls short by less than 10% of the total quantity, the Buyer is obliged to accept the delivered quantity subject to a proportionate reduction of the price.

2. Complaints about the delivered quantity and visible defects, including internal defects that were or should reasonably have been discovered during the inspection referred to in paragraph 1 of this article will, on pain of lapse of all rights, be reported to Jan Stap immediately after the inspection and subsequently be confirmed in writing within 12 hours, accompanied by a precise description of the nature of the shortcoming.
3. Complaints about hidden defects will, on pain of lapse of all rights, be reported to Jan Stap in writing, accompanied by a precise description of the nature of the shortcoming, immediately after these defects have or should reasonably have been discovered, yet no later than within 24 hours after delivery and in any event prior to (re)sale and delivery by the Buyer and/or further transport by or on the instructions of the Buyer.
4. Complaints about minor and/or customary and/or technically unavoidable deviations in quality, size, weight, color, quantity and suchlike and complaints about processed Products are inadmissible.
5. If Jan Stap does not accept a complaint by the Buyer within 4 hours, the Buyer will, on pain of lapse of all rights, have an independent survey performed by a certified expert within 12 hours. Both time periods referred to in this paragraph commence at 07:00 hours (local time at Jan Stap) on the first working day following the day on which the Buyer reported the complaint. The Buyer will allow Jan Stap to be present or represented at the aforementioned survey. Jan Stap is entitled to have a counter survey carried out.
6. The Buyer will lend all cooperation required for investigation of the complaint. The complaint will be deemed inadmissible if the Buyer does not lend its cooperation or if an investigation is not or no longer possible.
7. If the complaint by the Buyer, taking into account the provisions of this article, is deemed well founded, Jan Stap will, after consultation with the Buyer, deliver the shortfall in Products, repair or replace the delivered Products or adjust the price. No other obligation or liability will rest upon Jan Stap. Full or partial termination of the Agreement, including reduction of the price, requires the written approval of Jan Stap.
8. The Buyer will at all times treat the Products as befits a good custodian.
9. The Buyer is not permitted to return the Products before receiving written approval from Jan Stap. If Jan Stap stores or otherwise takes receipt of the returned Products, such will be for the risk and account of the Buyer. These measures can at no time be interpreted as the approval or acceptance of the return.
10. Violation of the Buyer's duty of inspection and complaint will at all times lead to the lapse of all rights, irrespective of whether as a result any concrete interests of Jan Stap have been harmed.
11. If the Buyer violates its duty of inspection and complaint and Jan Stap nevertheless accepts a complaint for handling, such will be subject to the reservation of all rights and the actions of Jan Stap will be regarded as goodwill without acceptance of any liability or obligation.
12. If it appears that a complaint is unfounded, all internal and external costs made by Jan Stap within the context of the handling of the complaint will be for the account of the Buyer.
13. Legal claims will, on pain of lapse of all rights, be submitted within one year after timely report of the complaint.

Article 8: retention of title

1. Jan Stap retains title to all delivered Products until the purchase price therefor has been paid in full. The retention of title also applies to the other claims referred to in Article 3:92 paragraph 2 of the Dutch Civil Code, which have been or will be acquired by Jan Stap in relation to the Buyer.

2. As long as ownership of the Products has not passed to the Buyer, the Buyer is not permitted, without the prior written permission of Jan Stap, to pledge the Products or to grant a third party any other rights thereto. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 in conjunction with Article 3:98 of the Dutch Civil Code). The Buyer is permitted to sell and deliver the Products delivered under retention of title to third parties within its normal business operations, on the understanding that the Buyer will in the event of resale stipulate a retention of title in accordance with this article. The Buyer is, without the prior written permission of Jan Stap, not entitled to assign, pledge or otherwise transfer or encumber its claims against its clients. This prohibition has effect under both contractual and property law (as referred to in Article 3:83 paragraph 2 in conjunction with Article 3:98 of the Dutch Civil Code). The Buyer will at Jan Stap's first request pledge its claims against its clients to Jan Stap in the manner stated in Article 3:239 of the Dutch Civil Code as additional security for the fulfilment of its obligations to Jan Stap under any heading whatsoever.
3. If the Buyer defaults in the fulfilment of one or more of its obligations or Jan Stap has good grounds to fear that it will do so, Jan Stap is entitled to recover the Products delivered under retention of title. The Buyer will lend its full cooperation thereto. The Buyer hereby in advance waives any retention rights with respect to the Products and will not impose attachment thereon. Following recovery, the Buyer will be credited for the market value, which will never be higher than the original purchase price, minus the costs of recovery and other loss of Jan Stap.
4. If the right of the country of destination of the purchased Products recognizes a more extensive scheme for the retention of title than stipulated in the previous paragraphs of this article, the Parties will be deemed to have stipulated the more extensive scheme on behalf of Jan Stap, on the understanding that if the scheme cannot be objectively determined, the provisions of the previous paragraphs of this article will remain applicable.
5. If the Buyer is established in Germany and/or the Products are destined for Germany, the following extended and enlarged retention of title according to German law will apply between the Parties, whereby Jan Stap is indicated as "wir" and the Buyer as "Käufer":
Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns 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 uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.
Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt: a) Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren. b) Verbleibt ein von Eigentumsvorhalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.
Der Käufer tritt bereits jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.
Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäss nachkommt, darf er über die in unserem Eigentum stehende Ware im

ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären.

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

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.

Article 9: payment

1. The invoices of Jan Stap will be paid within the term stated on the invoice. Payment will be made unconditionally and without suspension, discount or set off on any grounds whatsoever. The Buyer is not entitled to attach own assets.
2. The Buyer will be in default on expiry of the payment term, without any notice of default being required. If the Buyer defaults on any payment, all claims by Jan Stap against the Buyer will be immediately payable in full. The Buyer will during the period of default owe late payment interest of 1% per month or a part thereof on the outstanding claims.
3. All internal and external costs of Jan Stap related to the collection of invoices and/or determining the loss and liability and/or the collection of damages, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by Jan Stap, are for the account of the Buyer.
4. The extrajudicial costs owed by the Buyer will amount to at least 15% of the first €5,000 (with a minimum of €250), 10% of any remaining amount up to €10,000, 8% of any remaining amount up to €20,000, 5% of any remaining amount up to €60,000 and 3% of any remaining amount in excess of €60,000.
5. Payments made by or on behalf of the Buyer will, irrespective of the attached payment instructions, first be deducted from the costs (including but not limited to the extrajudicial collection costs), then from the due interest and finally from the principal and the current interest.
6. Further to a request thereto by Jan Stap, which can be made both before and during performance of the Agreement, the Buyer will make a full or part prepayment or, for its own account, provide adequate security for the fulfilment of its obligations. Adequate security will in any event be understood as an on demand bank guarantee, provided by a first-class Dutch bank, to the sum of 110% of the amounts owed by the Buyer (100% of these amounts with a surcharge of 10% for interest).
7. Jan Stap is at all times entitled to set off the amounts that it owes under any heading to the Buyer or an affiliated Person ("Buyer et al.") against amounts that Jan Stap or any affiliated Person ("Jan Stap et al.") may claim under any heading from the Buyer et al. The aforementioned right to set off also exists if the payment of the claims is not yet enforceable and if the performance claimed by Jan Stap et al. does not correspond to its debt.

Article 10: right of retention and pledge

1. Until such time as the Buyer has fulfilled all its obligations to Jan Stap under any heading whatsoever, Jan Stap will have both a right of retention and pledge to all assets held or to be acquired, either directly or indirectly, by Jan Stap in connection with an Agreement. Assets in the sense of this article are defined as: movable property, bearer or order rights, monetary instruments, documents and funds.
2. The Buyer has, by accepting these Conditions, committed itself to granting Jan Stap a right of pledge as referred to in paragraph 1 of this article. The right of pledge is established by bringing the assets under the control of Jan Stap or a third party that will hold the assets for Jan Stap, including but not limited to a transport operator or a storage and transshipment company.

Article 11: packaging

1. Packaging delivered via Jan Stap subject to a deposit will be taken back at the return price applicable at the time it is taken back, possibly minus a fixed packaging fee.
2. The packaging to be returned by the Buyer will be completely empty, completely undamaged (thus also free of staples or stickers) and be sufficiently clean to serve as packaging of fresh fruit and vegetable products. If the packaging does not meet these requirements, Jan Stap is entitled to refuse to take it back or, at the expense of the Buyer, to empty, replace, repair and/or clean the packaging or to have it emptied, replaced, repaired and/or cleaned.
3. If Jan Stap takes back the packaging by using own transport, the packaging will be sorted according to type and ready for transport.
4. Packaging that is not delivered via Jan Stap will not be taken back, unless the Parties have agreed otherwise in writing.

Article 12: intellectual and industrial property

1. All rights of intellectual and industrial property with respect to the Products and the related packaging and packing materials, all in the broadest sense of the word, will be held solely by Jan Stap and its licensors.
2. The Buyer will for each infringement of a right as referred to in paragraph 1 of this article forfeit an immediately payable penalty of €5,000, increased by an immediately payable penalty of €1,000 for each day, including a part day, that the infringement continues. This penalty clause is without prejudice to the other rights of Jan Stap, including but not limited to its right to damages by law.

Article 13: suspension, termination

1. Without prejudice to its other rights by law and/or the Agreement and/or these Conditions, Jan Stap is entitled to suspend its obligations or, without requiring any notice of default or a legal intervention, to terminate the Agreement in full or in part by means of a written notice to the Buyer if:
 - (a) the Buyer fails to properly and promptly fulfil any of its obligations;
 - (b) Jan Stap has good grounds to fear that the Buyer will default in the fulfilment of one or more of its obligations;
 - (c) the Buyer is declared bankrupt or its bankruptcy has been applied for;
 - (d) the Buyer has been granted a, whether or not provisional, suspension of payments or an application thereto has been filed;
 - (e) the Buyer is declared subject to a statutory debt rescheduling scheme or an application thereto has been filed;
 - (f) the business of the Buyer is liquidated; or
 - (g) the assets of the Buyer are subject to executory attachment or subject to prejudgment attachment which is not lifted within one month of the date of attachment.
2. If the default of the Buyer under law, the Agreement and these Conditions takes effect only after notice of default, Jan Stap will, in the case referred to in paragraph 1(a) of this article, not proceed with full or partial termination of the Agreement until it has provided the Buyer with a written reminder stating a reasonable term for fulfilment, which term was not complied with.
3. If Jan Stap terminates the Agreement in part or in full, it is not obliged to pay any compensation and all its claims against the Buyer will immediately become payable in full.

Article 14: force majeure

1. Force majeure ("non-attributable failure") within the context of these Conditions is defined as: every circumstance for which Jan Stap bears no subjective blame and which makes it impossible or practically too onerous for Jan Stap to fulfil its obligations or a part thereof, including – but explicitly not limited to – full or partial crop failure, crop diseases, pest plagues, default ("attributable failure") and/or unlawful actions on the part of suppliers or transporters of Jan Stap on the part of other third parties engaged in the performance of the Agreement, abnormal weather circumstances, frost, storm damage and other damage caused by natural disasters, strikes, transport problems, epidemics, fire, theft, war and threat of war,

terror attacks and the threat of terrorism, as well as government measures, such as the prohibition of import, export and transit, levies, import duties and quotas.

2. In the event of force majeure Jan Stap is entitled to suspend the performance of its obligations in full or part, whereby the Buyer is not entitled to require fulfilment or compensation for damages. If the period of force majeure lasts longer than two months, either Party is entitled to terminate the Agreement in full or part without being held to pay compensation, on the understanding that Jan Stap retains its right to a proportionate part of the price if it has partly fulfilled its obligation before or after the occurrence of force majeure. Jan Stap is also entitled to invoke force majeure if such arises after the date on which it should have fulfilled its obligation.

Article 15: Brexit

1. All taxes, duties, charges, levies, assessments and other fees or costs of any kind imposed on the import or purchase of the Products by the Buyer or the export or sale of the Products by Jan Stap as a result of or in connection with the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union ("Brexit") shall be borne by and for the account of the Buyer.
2. In case the performance of an Agreement is in any way more onerous or more difficult for Jan Stap as a consequence of or in connection with Brexit, Jan Stap can give written notice thereof to the Buyer, upon which Jan Stap is entitled to suspend its obligations and the Parties shall in good faith renegotiate the Agreement. In the event the Parties cannot reach consensus on the adjustment of the Agreement within 14 days after receipt of the said notice by the Buyer, each party is entitled to terminate this Agreement with a 7 days notice period without being liable to the other Party for any loss or damage suffered as a result thereof, on the understanding that Jan Stap retains its right to a proportionate part of the price if it has partly fulfilled its obligation.

Article 16: liability and indemnification

1. Without prejudice to the provisions in the articles above, the scheme below applies with respect to the liability of Jan Stap for losses incurred by the Buyer and/or third parties and indemnification of Jan Stap by the Buyer.
2. The total liability of Jan Stap for whatever reason is limited to the amount paid out in the relevant case by its liability insurance, increased by the amount of the excess which is not for the account of the insurers according to the policy conditions. If, for any reason whatsoever, no insurance payment takes place, the total liability of Jan Stap for whatever reason is limited to the amount of the net invoice value for the relevant Products, being the price excluding turnover tax and other taxes and levies and excluding transport costs, subject to a maximum of €10,000.
3. Jan Stap is only obliged to compensate damage to persons and property. Jan Stap is thus not liable for - and the Buyer is required to take out insurance against - indirect loss, consequential loss, trading loss, stagnation loss, loss of profit, missed savings, loss resulting from claims by customers of the Buyer, loss of customers, loss of goodwill and reputational damage.
4. Without prejudice to the provisions of the previous paragraphs of this article, the liability of Jan Stap for Products that it has acquired from third parties will not exceed the liability of those third parties to Jan Stap.
5. Jan Stap accepts no liability for failure by third parties that it has engaged in the performance of an Agreement.
6. Insofar as fulfilment by Jan Stap is not permanently impossible, Jan Stap is only liable on grounds of attributable failure in the fulfilment of an obligation if the Buyer has promptly provided Jan Stap with a written notice of default, precisely describing the nature of the default and giving a reasonable term for fulfilment, which term was not complied with.
7. The right to compensation is subject to the condition that Buyer promptly reports the loss to Jan Stap, yet no later than 14 days after the loss has, or should reasonably have, become known to the Buyer.

8. Legal claims will, on pain of lapse of all rights, be submitted within one year after timely report of the loss.
9. The Buyer will indemnify Jan Stap against all third-party claims that could be brought against Jan Stap with respect to Products delivered or to be delivered by Jan Stap. The Buyer will compensate Jan Stap for any reasonable costs of defense against third-party claims.
10. Jan Stap will not invoke a limitation of its liability, and the Buyer will not be obliged to indemnify Jan Stap, insofar as the loss results directly from intent or deliberate recklessness on the part of Jan Stap or its management.
11. The above scheme does not apply insofar as provisions of mandatory law oppose this.

Article 17: applicable law, disputes, litigation and arbitration costs

1. Without prejudice to the provisions of article 8 paragraphs 4 and 5 of these Conditions, the legal relationship between the Parties is governed by Dutch law, including the Vienna Sales Convention.
2. With due observance of the provisions of paragraph 3 of this article, all disputes between the Parties relating to an Agreement and/or these Conditions will in the first instance be submitted exclusively to the Court of Rotterdam (proceedings on the merits) or the interim injunction judge of the Court of Rotterdam (interim injunctions and other provisional measures), without prejudice to the right of Jan Stap to submit a dispute to any other competent court.
3. In case the Buyer is domiciled in a country that is a party to the New York Convention of 10 June 1958 on the recognition and enforcement of foreign arbitral awards and where neither Regulation (EU) 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) (Brussels I bis Regulation) nor the Lugano Convention of 30 October 2007 on jurisdiction and the enforcement of judgments in civil and commercial matters (the new Lugano Convention) applies, disputes between the Parties will be resolved in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("the Rules"). Article 14 paragraph 4 of the Rules will not apply. The arbitral tribunal will consist of one arbitrator. The place of arbitration and the place of the oral hearing(s) will be Rotterdam. The proceedings will be conducted in English. The arbitral tribunal will decide according to the rules of law.
4. The costs related to judicial and arbitration proceedings, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by Jan Stap will be for the account of the Buyer if it is held to be entirely or predominantly in the wrong.

January 2020