

GENERAL CONDITIONS

DUIJVESTIJN TOMATEN B.V.

Our general conditions ensure clarity and transparency

Duijvestijn Tomaten highly values open, clear and transparent communication with its customers: We would like to inform you about what we do and our agreements with you. One of the ways in which we can provide that clarity and transparency is by working with clear agreements. We therefore solely make our deliveries based on our general terms and conditions.

1. The produce sold, delivery time and force majeure

1.1 Duijvestijn Tomaten supplies high-quality, tasty tomatoes. We spend a great deal of attention on the quality of the tomatoes produced, which is apparent from the different accreditations received. An overview of those accreditations can be found on our website www.duijvestijntomaten.nl.

1.2 We do our utmost to meet our supply agreements, but since they involve natural produce, the delivery times and delivery dates agreed are given only by approximation. Duijvestijn Tomaten can never be held liable for damages if it is unable to meet the delivery term or if it exceeds it.

1.3 Since natural produce is involved, circumstances can readily lead to force majeure. Force majeure is defined as: Any circumstances that prohibit the fulfilment of your order, even if those circumstances could be anticipated at the time the agreement was entered into, such as contaminations with plant diseases, plagues and viruses, storms and other weather conditions, fire, a lack of labour, transport problems, prohibitions on export, import or transit, and the failure of our suppliers to deliver or to deliver on time. We are never liable for damages in the event of force majeure.

2. The order and purchase of produce

2.1 You can place your order at the earliest 8 hours before the desired delivery date and are invited to submit your order by email (orders@duijvestijnsales.nl) if at all possible. We will make every effort to deliver the quantity of produce ordered.

2.2 In the unlikely event we are unable to supply the produce ordered, we will try and take a constructive approach. As soon as the produce is packaged, you are in any case obliged to buy it.

3. Payment

3.1 Duijvestijn Tomaten considers it important to get paid on time for the produce supplied. After all, we incurred costs to make the products and to deliver them to you, so we would like to get paid for this. For that reason, you do not have the right of setoff, suspension or dissolution; not even in the case of complaints.

3.2 You are liable for all extrajudicial costs and trial costs that we incur if we need to take debt collection measures.

4. Reservation of title

The products that we supply remain our property until all outstanding invoices for the deliveries made have been paid in

full, including interest and costs. You are obliged to insure products supplied subject to retention of title against damage.

5. Prices and costs

All prices are indicated in euros, net of VAT (unless agreed otherwise). Any levies, surcharges, duties, additional costs, etc., imposed on Duijvestijn Tomaten by public authorities and semi-governmental institutions with regard to produce sold will be payable by you. Duijvestijn Tomaten has the right to periodically adjust its prices in conformity with the prices it has established in a transparent manner.

6. Security

Duijvestijn Tomaten can expect you at any time to make an immediately payable advance or deposit for present and future deliveries, and it can suspend or terminate its deliveries if you fail to pay an advance invoice (on time).

7. Liability, perishing goods and indemnity

7.1 Our cumulative liability, based on any legal ground whatsoever, cannot result in us owing you a value in excess of the amount that we receive from you for the delivery at issue; any damages are limited to the amount that we charged you for the delivery that caused the loss.

7.2 We want to obtain clarity at an early stage about the merits of a claim. Your claims will therefore expire six months after the products are delivered.

7.3 You indemnify us against any third-party claims arising from the products we supplied.

7.4 If Duijvestijn Tomaten engages a third party with the fulfilment of your order, Duijvestijn Tomaten is not liable for any errors made by this third party. If such third party wishes to limit its liability, Duijvestijn Tomaten is authorised to accept that limitation of liability, including on your behalf.

8. Transport

You can arrange your own transport for the products you buy. The delivery of products will then take place at our company and the transport occurs at your risk. The produce can be collected from Monday to Saturday, between 7:00 and 17:00. If produce is collected outside that period, it will be at your own risk. Upon your request, Duijvestijn Tomaten can also arrange or order the transport; in that case, we will carry the risk for it.

9. Intellectual property rights

9.1 Duijvestijn Tomaten and affiliated companies have some intellectual property rights including but not limited to trademark registrations.

9.2 You are only allowed to market, store or sell the produce supplied to you in the original Duijvestijn Tomaten packaging.

9.3 You are not allowed to remove, reapply or interfere with part of all of the identification marks, including those indicating intellectual property rights.

10. Complaint about produce supplied

10.1 Duijvestijn Tomaten takes any complaints about its produce very seriously. Any complaint about quality or quantity must be sent to Duijvestijn Tomaten by email (info@logifour.nl) within six hours from receiving the produce. A quality-related complaint must be accompanied by photos that you feel demonstrate the poor quality.

10.2 If Duijvestijn Sales considers a complaint about produce supplied unfounded, you are free to get the produce inspected by the KCB (Dutch Quality Control Bureau).

10.3 If Duijvestijn Tomaten or the KCB considers the quality-related complaint founded, you will not need to pay for the produce supplied or for the KCB inspection costs.

10.4 The inspection costs incurred by the KCB will be payable by you if the KCB concludes the complaint is unfounded.

10.5 We fill prepackages pursuant to the 'e' mark system. In the event the weight of quantity derogates from what was agreed by less than 3%, we won't be liable for compensation. If the weight or quantity derogates from what was agreed by between 4% and 10%, you must accept the goods supplied in full at a proportionate reduction or increase in price.

11. Applicable law and competent court

11.1 All agreements that you enter into with us are governed by Dutch law.

11.2 Any disputes arising from or relating to agreements entered into with us will in the first instance be solely adjudicated by the competent division of The Hague Court.