

GENERAL TERMS AND CONDITIONS OF SALE PRIMEALE UNITED

PRIMEALE UNITED is a trade name of the private company with limited liability Van Oers United B.V., with registered offices at Ridderkerk and Dinteloord, located at Rondon 210, 4671TZ Dinteloord, hereinafter referred to as Primeale United. Primeale United as well as its legal successors and/or allied companies, has established the following General Conditions of Sale:

Article 1 Definitions

1. Other Party: any (legal) person who enters into an agreement with PRIMEALE UNITED, or to whom PRIMEALE UNITED makes an offer and/or quotation, and apart from them, their representative(s), agent(s), assignee(s) and heirs;
2. Agreement: any agreement made between PRIMEALE UNITED and the Other Party, any amendment or supplement thereto, as well as all (legal) acts in preparation and implementation of that agreement.

Article 2 Applicability

1. These General Conditions of Sale apply to all PRIMEALE UNITED quotations, offers, agreements concluded, and orders accepted. Thus, these General Conditions of Sale apply to all (legal) acts (including omissions) of PRIMEALE UNITED and its counterparty in this matter.
2. Agreements as referred to in paragraph 1 of this article include sales, commission, consignment, framework and related agreements.
3. The Other Party allows PRIMEALE UNITED to make use of third parties, not being employees of PRIMEALE UNITED, for the execution of the provisions of the Agreement. The General Terms of Sale also apply to legal acts performed by these third parties - in the context of the execution of PRIMEALE UNITED obligations under the Agreement.
4. Deviations from and/or additions to any provision of these General Terms and Conditions of Sale bind PRIMEALE UNITED only if these deviations and/or additions are expressly agreed without reservation and in writing between PRIMEALE UNITED and the Other Party. Any agreed deviations and/or additions only apply to the relevant Agreement.
5. If and insofar as the Other Party, when accepting a quotation or offer, or entering into an Agreement, refers to general conditions other than PRIMEALE UNITED's General Terms and Conditions of Sale, in order for these general conditions to apply to the Agreement, general conditions other than these conditions apply to the Agreement only if PRIMEALE UNITED has expressly accepted these general conditions without reservation and in writing.
6. If any provision of these General Terms and Conditions of Sale is found to be invalid - after intervention by a judicial authority - only the provision in question shall be excluded from application. All other provisions shall remain fully valid.

Article 3 Offer and prices

1. All agreements made by PRIMEALE UNITED are considered to have been made at Handelsweg

170, 2988 DC Ridderkerk, both in terms of execution and payment of the agreement.

2. All amounts mentioned in quotations, offers, Agreements and assignments shall be quoted in euros, unless the parties have agreed otherwise in writing. Furthermore, all amounts mentioned are exclusive of transport costs and turnover tax, unless the parties have agreed otherwise in writing.
3. Any offer made by PRIMEALE UNITED is entirely without obligation.
4. PRIMEALE UNITED reserves the right to refuse orders without giving reasons.
5. PRIMEALE UNITED is not obliged to honour an offer and/or an agreement at a stated price if this price is based on a printing and/or writing error.

Article 4 Agreement

1. If a quotation contains a non-binding offer which is accepted by the Other Party, PRIMEALE UNITED has the right to withdraw the offer within two working days of receiving the acceptance.
2. The Other Party will receive a written order confirmation, or a written record of the Agreement from PRIMEALE UNITED. This written record can consist of the invoice and/or order form of PRIMEALE UNITED
3. If, after the Agreement has been concluded, the parties agree further and/or additional arrangements or modifications, these are only binding if and insofar as these arrangements are recorded in writing. Again, the written record may consist of the invoice and / or order form of PRIMEALE UNITED

Article 5 Delivery

1. The agreed delivery time is not a deadline, unless the parties have explicitly agreed otherwise. The other party is obliged to PRIMEALE UNITED to take delivery of the goods at the agreed times, under penalty of an immediately payable fine of € 500 per day.
2. Delays in delivery - insofar as these remain within the bounds of reasonableness - do not entitle the Other Party to dissolve the Agreement or to any damages.
3. The quantity delivered by PRIMEALE UNITED is deemed to comply with what the parties have agreed in terms of number and weight, and public and/or private requirements, unless the other party provides evidence to the contrary. Thus the parties agree on an explicit presumption of proof.
4. Delivery takes place ex works, unless the parties have agreed otherwise in writing.
5. If the parties have agreed that VU will store the goods it is to deliver for the benefit of the Other Party, either in its own or a third party's storage facilities, delivery will take place at the time the goods are stored.
6. PRIMEALE UNITED is always entitled, before fulfilling its obligations under the Agreement, to demand sufficient security for the fulfilment of the other party's payment obligations.
7. If the Other Party still has any payment obligation to PRIMEALE UNITED, in particular if invoices of PRIMEALE UNITED or its affiliates remain wholly or partially unpaid by the Other Party, PRIMEALE UNITED and its affiliates are entitled to suspend delivery obligations until the Other Party has fulfilled all its obligations.

Article 6 Acceptance and advertising

1. The Other Party must inspect and check the goods before or, at the latest, at the time of delivery

by PRIMEALE UNITED. This inspection and control must take place in the presence of the driver. The Other Party must check whether the delivered goods meet the provisions of the Agreement, namely:

- a. whether the right things have been delivered;
 - b. whether the goods supplied meet the quality requirements to be set for them and those agreed upon, i.e. the requirements that may be set for normal use and/or for commercial purposes. This shall in any case mean that the Other Party shall randomly cut the goods supplied and check them for foreign bodies;
 - c. whether the goods delivered correspond in quantity (number, quantity, weight) with what the parties have agreed upon in that respect. If the difference found by the Other Party is less than 10%, the Other Party shall be obliged to fully accept the goods delivered, such at a proportional reduction of the agreed price.
2. If delivery of the goods takes place ex Ridderkerk and/or Dinteloord, then the Other Party must check the goods delivered in the sales area of PRIMEALE UNITED.
 3. The purchaser must, under penalty of forfeiture of rights, report complaints about visible defects, including internal defects in the presence of the driver, during unloading and before the departure of the means of transport, by email or fax to PRIMEALE UNITED. Any non-visible defects must be reported to PRIMEALE UNITED by fax or email immediately after they are detected, but within 4 (four) hours of delivery and in any case before further processing and/or sale and delivery and/or transport. If PRIMEALE UNITED does not receive a complaint by fax or email within the aforementioned periods, the goods are deemed to have been delivered in accordance with the provisions of the Agreement and without any defects, and the Other Party has lost its right to complain and dissolution of the Agreement.
 4. If PRIMEALE UNITED does not accept the timely complaint of the other party in writing within 4 (four) hours, the other party is obliged - on penalty of forfeiture of all rights, including the right to complain and rescission of the contract - within 4 (four) hours after the end of that period to have an expertise carried out in the presence of PRIMEALE UNITED by AQS or an equivalent firm of experts designated by PRIMEALE UNITED. The opinion of the expert agency that is reached in this way is binding on the parties.
 5. The provisions of this article apply in full if the goods delivered by PRIMEALE UNITED on behalf of the Other Party are delivered to a third party. Thus the Other Party can never argue against PRIMEALE UNITED that it has not inspected the goods delivered because they were stored elsewhere, with a third party.
 6. The Other Party is obliged at all times to take care of the preservation of the goods as a careful debtor and/or possessor.

Article 7 Payments

1. The Other Party must pay the agreed price upon receipt of the invoice relating to the delivery - without a discount or an appeal to compensation - within 14 days of the invoice date, unless this arrangement has been departed from in writing.
2. Set-off by the Other Party of amounts invoiced by PRIMEALE UNITED against a counterclaim asserted by it (the Other Party), or suspension of payment by the Other Party in connection with a counterclaim asserted by it, is not permitted, unless PRIMEALE UNITED has expressly acknowledged the indebtedness of the counterclaim without reservation, or the existence of the counterclaim has been

irrevocably established at law.

3. If the payment term is exceeded, the Other Party shall owe penalty interest of 1% per month, without prejudice to PRIMEALE UNITED's other rights.
4. If the Other Party, even after being put in default by PRIMEALE UNITED, continues to fail to pay outstanding amounts to PRIMEALE UNITED, the Other Party is also obliged to pay extrajudicial collection costs and the actual judicial costs incurred. The amount of the extrajudicial collection costs is set at 15% of the principal amount due, with a minimum of € 500, - excl. The actual judicial costs include all costs of lawyers, experts, bailiffs, court fees, translators and witnesses.
5. Payments made by the Other Party shall first be applied to settle all interest and costs due and subsequently to settle due and payable invoices which have been outstanding the longest. This will not be different if the Other Party states that the payment relates to a later invoice.

Article 8 Retention of title

1. Goods delivered by PRIMEALE UNITED remain its property until the moment of full payment of all claims of PRIMEALE UNITED on the Other Party under agreements made between them, including interest and costs.
2. The Other Party is only entitled to resell the goods delivered by PRIMEALE UNITED, which fall under the retention of title, as stated in paragraph 1 of this Article, if resale falls within the normal business operations of the Other Party.
3. If the Other Party fails to fulfil its obligations, or if PRIMEALE UNITED has a well-founded fear that the Other Party is unable to fulfil its obligations under the Agreement, or if there is a suspicion that the Other Party will not fulfil its obligations, PRIMEALE UNITED is entitled to retrieve or cause to be retrieved the goods delivered by it - on which the retention of title mentioned in paragraph 1 of this article rests - from the Other Party or the third party that holds the goods for the Other Party, and to this end enter the premises and buildings of the Other Party. The Other Party is obliged to cooperate with such action by PRIMEALE UNITED if the goods supplied by PRIMEALE UNITED are no longer present in their original form or packaging, or if they are processed into other products, a silent pledge is established in favour of PRIMEALE UNITED in respect of those goods, which remains in force until everything owed by the Other Party to PRIMEALE UNITED on whatever grounds is fully paid.
4. If third parties wish to establish or assert any right on the goods delivered by PRIMEALE UNITED under retention of title, the Other Party must immediately inform PRIMEALE UNITED thereof. Furthermore, the Other Party must inform the third party of the fact that the goods are delivered under retention of title. The Other Party must provide the third party with the Agreement concluded between the parties showing that the goods delivered are subject to retention of title.
5. The other party is obliged to cooperate with all measures PRIMEALE UNITED wishes to take to protect its property rights in relation to the goods it delivers.
6. The other party hereby grants PRIMEALE UNITED a (future) (first) pledge on all its (future) goods, as security for the payment of all its (future) payment obligations to PRIMEALE UNITED. The other party declares that it is authorized to this pledge and that no other pledges are made on these goods.

Article 9 Liability and risk

1. If the Other Party has in its possession items delivered by PRIMEALE UNITED (including packaging) and / or fall under the retention of title as stated in Article 8 of these General Terms of Sale, the Other Party is from the moment the goods are delivered to him until the moment of return of these items, or the moment of transfer of ownership of these items, liable for damages caused by and / or with these items.
2. Furthermore, the Other Party is liable - if he has goods in his possession which are the property of PRIMEALE UNITED (including packaging) and / or fall under the retention of title as stated in Article 8 of these General Terms of Sale - for damage suffered by PRIMEALE UNITED as a result of damage, loss or destruction of these goods, and which damage occurred in the period between the time PRIMEALE UNITED delivered the goods and the time of return of these goods or the time of transfer of ownership of these goods.
3. If, due to circumstances attributable to the Other Party, PRIMEALE UNITED has to make use of its retention of title, but nevertheless suffers damage, the Other Party is liable for the damage suffered by PRIMEALE UNITED.
4. If, in the context of the execution of the Agreement, the Other Party has goods in its possession that belong to PRIMEALE UNITED (including packaging) and/or are subject to retention of title as stated in Article 8 of these General Terms of Sale, in the event of theft, loss or damage to the goods delivered to it by PRIMEALE UNITED, the Other Party shall immediately report this to PRIMEALE UNITED. Also, in case of theft or war damage, the Other Party shall immediately report this to the police of the municipality where the theft took place or where the war was caused. The Other Party must provide PRIMEALE UNITED with a copy of this report.
5. If PRIMEALE UNITED has delivered goods to the Other Party that belong to a third party, the Other Party indemnifies PRIMEALE UNITED against all claims by this third party related to damage caused by and/or with the goods that PRIMEALE UNITED has delivered to the Other Party, as well as damage to the goods delivered by PRIMEALE UNITED to the Other Party.
6. The other party indemnifies PRIMEALE UNITED for all claims by third parties for damage related to the goods delivered by PRIMEALE UNITED.
7. If PRIMEALE UNITED is liable for any damage, any liability of PRIMEALE UNITED is limited to the amount paid in the relevant case under PRIMEALE UNITED's (business liability) insurance, increased by the excess under this insurance. If for any reason no payment is made under PRIMEALE UNITED's insurance, any liability is limited to the net amount of the invoice corresponding to the goods supplied on the basis of which the Other Party claims, provided that any liability is always limited to an amount of € 10.000. PRIMEALE UNITED is never liable for indirect damages, stagnation damages, loss of profits and recall costs. All claims by the other party expire after one year after the claim arose.

Article 10 Force majeure

1. In case of force majeure, PRIMEALE UNITED is entitled to suspend the fulfilment of its contracts for the duration of the force majeure. If the duration or severity of the force majeure makes this necessary - and this is solely at the discretion of PRIMEALE UNITED - PRIMEALE UNITED is entitled to dissolve the purchase agreement, insofar as it has not yet been performed, without judicial intervention, and PRIMEALE UNITED is not bound to pay any compensation. PRIMEALE UNITED may dissolve the contract,

without being entitled to compensation, if the force majeure situation lasts longer than 10 (ten) calendar days and/or the prospect exists that the force majeure situation will last longer than 10 (ten) calendar days.

2. Unless otherwise stated below, force majeure for PRIMEALE UNITED shall mean any special circumstance which makes the fulfillment of PRIMEALE UNITED's delivery obligation impossible or so difficult that fulfillment cannot reasonably be required, such as war, mobilization, strike, absenteeism of personnel, labor disturbances, revolution, riots, disturbances, storm, ice, flooding, stagnation in the supply of electricity or water, industrial fire, industrial stagnation caused by machine failure or difficulties in the supply of energy, obstructions in traffic, transport problems, total or partial crop failure, abnormal drought or continuous and/or abnormal amounts of rainfall and/or frost, disease in the crop, plagues of vermin, default of suppliers, etc. In addition, PRIMEALE UNITED has the right to dissolve the agreement, insofar as it has not been fulfilled, without being obliged to compensate any damage, if government measures impede the import, export or transit of goods sold and/or make them financially disadvantageous to them, and the Other Party is not willing to compensate, at the first request, the disadvantage of this measure to them before delivery of the goods.
3. Force majeure of PRIMEALE UNITED's suppliers, including growers, shall be considered force majeure of PRIMEALE UNITED.
4. If PRIMEALE UNITED at the onset of force majeure has already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to invoice separately the part already delivered. The other party is then obliged to pay the invoice as if it were a separate agreement.
5. All purchase agreements made by PRIMEALE UNITED of agricultural products, regardless of whether PRIMEALE UNITED or third parties have grown the products, are subject to a harvest reservation. If as a result of a disappointing harvest with regard to the quantity and/or quality of agricultural products, so many products are less available, which also includes disapproval by competent authorities, than at the conclusion of the agreement could reasonably be expected, PRIMEALE UNITED is entitled to reduce the quantities sold accordingly. This applies, inter alia, if the products purchased by PRIMEALE UNITED on contracts are insufficient to satisfy all its customers. By delivering this thus reduced quantity, PRIMEALE UNITED then fully meets its delivery obligations. PRIMEALE UNITED is then not obliged to supply replacement agricultural products and also not liable for any damages whatsoever.

Article 11 Default and dissolution

1. If the Other Party does not, not adequately or not timely comply with any obligation that may arise for him under the contract entered into with PRIMEALE UNITED or the law, including the obligation to timely payment as contained in Article 7 of these General Terms of Sale, the Other Party is in default without notice and PRIMEALE UNITED has the right to suspend execution of the Agreement and / or dissolve the Agreement and directly related agreements in whole or in part, without PRIMEALE UNITED being obliged to pay any compensation and without prejudice to PRIMEALE UNITED's other rights.
2. In the event of (temporary) suspension of payment or bankruptcy of the Other Party, cessation or liquidation of the business of the Other Party, all agreements with the Other Party will be dissolved by operation of law, unless PRIMEALE UNITED informs the Other Party within a reasonable period of time that it requires performance of (part of) the relevant agreement(s), in which case PRIMEALE UNITED is entitled,

without notice, to suspend the execution of the relevant Agreement(s) until payment has been adequately secured, without prejudice to PRIMEALE UNITED's other rights.

3. PRIMEALE UNITED has the right to terminate the Agreement if there is a permanent force majeure on the part of the Other Party. The Other Party shall then reimburse PRIMEALE UNITED for all costs incurred and to be incurred by PRIMEALE UNITED.
4. In each of the cases mentioned in paragraphs 1, 2 and 3 of this article, all claims of PRIMEALE UNITED on the Other Party are immediately due and payable, and the Other Party is obliged to immediately return the rented or unpaid goods.
5. The Other Party must inform PRIMEALE UNITED immediately if movable or immovable property is seized which belongs to PRIMEALE UNITED and which the Other Party has in its possession within the framework of the execution of the Agreement.
6. The other party must in case of bankruptcy or suspension of payments immediately inform PRIMEALE UNITED, and a bailiff, receiver or administrator immediately show the agreement and point out the property rights of PRIMEALE UNITED.

Article 12 Packaging

1. PRIMEALE UNITED makes use of packaging in the delivery of its goods. Among other things, packaging includes pallets and crates. If PRIMEALE UNITED charges a deposit, the packaging will be returned at the invoice price applicable at the time of return (if business is done in foreign currency, the packaging will be returned at the rate applicable at the time of delivery). For taking back packaging that has been delivered, a fixed fee may be charged in accordance with the applicable regulations. The Other Party will receive a copy of this regulation on request.
2. The packaging that the Other Party wishes to return must be so clean and fresh that - without further action on the part of PRIMEALE UNITED - it is suitable for use for fresh edible horticultural products, failing which the Other Party is liable for PRIMEALE UNITED's loss and PRIMEALE UNITED owes no deposit to the Other Party.
3. If the return of packaging is to take place via PRIMEALE UNITED's own means of transport, the Other Party must ensure that the packaging is sorted and ready for transport.
4. Packaging not supplied by PRIMEALE UNITED will only be taken back if and insofar as PRIMEALE UNITED carries the relevant products in its own range and the packaging is in good condition.

Article 13 Industrial and intellectual property rights

1. PRIMEALE UNITED expressly reserves any rights of intellectual and / or industrial property (trademarks) relating to its products.
2. The Other Party is not permitted to use products supplied by PRIMEALE UNITED to infringe on intellectual and / or industrial property rights of a third party. The Other Party indemnifies PRIMEALE UNITED for any claims by third parties based on infringement of intellectual and/or industrial property rights, which are made using the goods supplied by PRIMEALE UNITED and which occur after PRIMEALE UNITED has delivered the goods to the Other Party.

Article 14 Applicable law

6. The legal relationship between PRIMEALE UNITED and the other party is governed by Dutch law.
7. The provisions of the Vienna Sales Convention are excluded.

Article 15 Disputes

1. Disputes arising from an order, quotation, offer, or Agreement to which these General Terms of Sale apply, including conflicts relating to these General Terms of Sale, shall be exclusively settled by the competent court in the district of Rotterdam, on the understanding that this choice of forum does not affect PRIMEALE UNITED's right to have a dispute settled by arbitration or binding advice.
2. The parties may, in deviation from the provisions of paragraph 1 of this article, agree in writing to leave the settlement of the dispute to the competent court in another district.
3. The right of the other party to involve PRIMEALE UNITED in a procedure and to claim compensation (on whatever grounds), expires one year after the legal claim arose.