



GENERAL PURCHASE CONDITIONS OF TOLPOORT VEGETABLES

ARTICLE 1 Definitions and general

1.1 The following words are defined as follows in these general purchase conditions unless explicitly indicated otherwise:

- Tolpoort: the user of these general terms and conditions, specifically Tolpoort Vegetables, with the object of purchasing cultivated or produced products.
- Supplier: the counterparty of Tolpoort, acting in the pursuit of a profession or company, with whom or which the agreement on the delivery of the product is concluded.
- Agreement: an agreement between Tolpoort and the Supplier.
- Parties: Tolpoort and the Supplier.
- Products: all goods and/or services and/or other performances that are the subject of an Agreement;

1.2 These conditions govern all quotations, offers, Agreements, and deliveries to Tolpoort with respect to which Tolpoort has declared these conditions applicable, insofar as this does not violate the agreements made in writing between Tolpoort and the Supplier. These conditions also govern all Agreements for which execution third parties are engaged.

1.3 These conditions apply to the exclusion of any (general) terms and conditions used by the Supplier.

1.4 If one or more provisions of these conditions are void or annulled, the other provisions will remain in full force and effect. In this case, Tolpoort and the Supplier will discuss the situation to agree on new provisions to replace the void or annulled provisions, in which respect the purpose and scope of the original provision will be observed if and insofar as possible.

ARTICLE 2 Offers

2.1 Quotation is defined as follows in this article: an offer by the Supplier.

2.2 An offer by Tolpoort is defined as follows in this article: a written order by Tolpoort that deviates from a quotation or a written order placed with the Supplier by Tolpoort without having received a quotation.

2.3 All offers of Tolpoort will always be without obligation and can only be accepted without any deviations. Tolpoort will have the right to revoke its offer within 3 days of receipt of the acceptance by the Supplier.

2.4 Acceptance by the Supplier which deviates from the offer by Tolpoort, irrespective of whether this concerns minor elements, will always be considered a rejection of the offer and a new quotation. An Agreement will only be concluded in accordance with this new quotation following written acceptance by Tolpoort.

2.5 An Agreement will be concluded at the moment on which:

- (i) Tolpoort accepts a quotation in writing;
- (ii) 3 workdays have expired after Tolpoort received a statement of acceptance from the Supplier and if Tolpoort has not revoked its offer during this period;
- (iii) Tolpoort confirms the Agreement in writing; or
- (iv) Tolpoort starts to execute the Agreement.

2.6 If Tolpoort concludes an Agreement with two or more Suppliers, these will always be jointly and severally fully liable vis-à-vis Tolpoort for all obligations arising from the Agreement.



2.7 Without the prior written permission of Tolpoort, the Supplier may not fully or partially transfer one or more of its rights and/or obligations arising from an Agreement. Besides an obligation in the context of contract law, this clause also applies in the context of property law (within the meaning of Article 3:83(2) DCC).

ARTICLE 3 Prices

3.1 The agreed prices are fixed, in euros, and do not include VAT, but do include packaging, insurance, loading, and unloading costs.

3.2 Tolpoort is not required to maintain an Agreement at a fixed price that is clearly based on a printing or typographical error.

3.3 All agreed prices are fixed. Price increases after the conclusion of the Agreement on any grounds are and will remain for the account of the Supplier, irrespective of the period that has expired between the date of the conclusion of the Agreement and its execution.

3.4 Verbal commitments by and agreements with subordinates of Tolpoort will only bind Tolpoort once and insofar as these have been confirmed in writing by the subordinate of Tolpoort in question.

ARTICLE 4 Amendments

4.1 Tolpoort has the right to demand changes to the extent and/or quantity of the goods to be delivered. Tolpoort can also change the nature and/or extent of the services to be provided by the Supplier.

4.2 If the Supplier believes that this leads to changes to the agreed price and/or quantity and/or delivery period, it will inform Tolpoort as soon as possible in writing before implementing the change, but at the latest within 2 days following the notice of the desired change. If Tolpoort believes that these consequences for the price and/or delivery period are unreasonable, Tolpoort and the Supplier will discuss this. If this discussion does not lead to an agreement, Tolpoort reserves the right to terminate the Agreement.

In this case, Tolpoort will still be required to offer reasonable compensation for any costs already incurred by the Supplier.

4.3 Amendments will be agreed on in writing. The Supplier may not make any amendments without a written order or written permission of Tolpoort.

ARTICLE 5 Delivery

5.1 Unless the Parties agree otherwise in writing, the agreed delivery period will be a deadline. If the Supplier fails to deliver on time, it will be in default by operation of law and without notice being required.

5.2 Unless the Parties agree otherwise in writing, delivery will take place at no cost to the agreed Tolpoort location.

5.3 Once the Supplier learns or should have learned that it will fail to fulfil the Agreement in a timely or correct manner, it must inform Tolpoort verbally and in writing as soon as possible with substantiation, within 12 hours at the latest.

5.4 The Supplier is liable for damage suffered by Tolpoort and its customers that is the result of the late delivery or a failure to deliver the goods.

5.5 Tolpoort will be deemed to have stipulated a reservation concerning the quality and contents of the delivery with respect to each acceptance of a delivery. If the delivered goods do not comply with the Agreement, Tolpoort will have the rights set out in Article 8.4(a-c).

5.6 Prior to or at the moment of the delivery, the Supplier will provide all information and documentation concerning the Products, including but not limited to specifications, quality certificates, inspection data,



user manuals, and instructions manuals, as well as all other information requested by Tolpoort concerning the Products, to Tolpoort in a written or digital format.

5.7 Partial deliveries and deliveries prior to the agreed moment can be refused by Tolpoort if it has not given written permission for this.

5.8 The ownership of the Products will transfer to Tolpoort at the moment of the delivery. The Supplier guarantees that the full and unencumbered ownership of the Products will be delivered.

ARTICLE 6 Packaging

6.1 The goods must be properly packaged and loaded onto LPR pallets, EPS pallets, EU/Europallets, Düsseldorfer pallets, or (single-use) DPA pallets and must reach the destination in good condition using regular transport. The packaging must be suitable for storage. If and insofar as the Supplier has not properly packaged the goods, Tolpoort has the right to return these goods. The Supplier is liable for damage caused due to inadequate packaging.

6.2 If the Supplier delivers goods on EU/Europallets, Düsseldorfer pallets, or (single-use) DPA pallets, it will be required to purchase these pallets from the central crate organisation of Tolpoort or, in consultation with the central crate organisation of Tolpoort, from another crate organisation.

6.3 Insofar as the goods are delivered in packaging materials with Tolpoort-specific markings at the request of Tolpoort (such as brands or logos owned by Tolpoort), these packaging materials must be acquired through Tolpoort.

6.4 Tolpoort will always have the right to return the packaging materials and pallets to the Supplier. Packaging materials will be returned at the risk and expense of the Supplier to the address indicated by the Supplier. If the Supplier has not informed Tolpoort of a return address, Tolpoort will return the packaging materials and pallets to the nearest location of the Supplier.

6.5 If Tolpoort has given the Supplier instructions about the packaging method, the Supplier will be required to observe these instructions.

ARTICLE 7 Guarantees

7.1 The Supplier guarantees:

- (a) that all aspects of the Products comply with the Agreement, which at least means that they correspond to a possibly presented or provided sample; are derived from Global G.A.P. certified growers; have not been processed using crop protection agents forbidden by law; meet the highest requirements in the field of food safety; are of the best possible quality, freshness, and shelf-life, are free from diseases (including but not limited to) rot, pests, foreign substances, contamination, (other) substances harmful to health, and (other) visible and invisible shortcomings; meet the specifications and requirements determined by Tolpoort, and, insofar as Tolpoort has not determined these requirements, the specifications and requirements in force for Class I Products as set out in the relevant UNECE trading standards; and comply with (i) all requirements that arise from relevant Dutch and European laws and regulations in force at the moment of the delivery or provision, including but not limited to laws and regulations in the field of Maximum Residue Limits (MRL) and Acute Reference Doses (ARfD), and (iii) the potential additional and/or more stringent requirements that may be stipulated by customers of Tolpoort and about which Tolpoort has informed the Supplier before the delivery or provision;
- (b) that the Products have been packaged in an adequate and proper manner and in accordance with the instructions given by Tolpoort, that the packaging (materials) do not pose a risk to



food safety, that the packaging has all notices required by law, and that all statutory labelling requirements have been complied with; and that the packaging (materials) meet all requirements arising from relevant Dutch and European laws and regulations in all other aspects;

- (c) that the Products are transported at the best possible temperature and in the best possible circumstances during the entire transport without any interruptions to the cooling chain;
- (d) that the complete traceability of the Products is ensured and that the Supplier will provide all relevant information concerning the Products in a digital format within 3 hours of a request to this end by Tolpoort, including but not limited to the data of the growers and the plots, as well as a complete and up-to-date registration of the crop protection agents used;
- (e) that the Supplier and the other links in the chain observe the 'OESO guidelines' and are certified for an applicable food safety standard acknowledged by GFSI;
- (f) that the Supplier will immediately inform Tolpoort in writing in case of a calamity and if the Supplier foresees or is aware of the fact that the Products and/or the packaging materials (will) not comply with the requirements set out in this article;
- (g) that the Supplier has set up its operations in such a manner that these comply with the laws and regulations governing it as well as these conditions and the Agreement, and that the Supplier will always be able to comply with its statutory and contractual obligations.

7.2 The reception or the approval of or the payment for the Products by Tolpoort does not constitute an acknowledgement that the Products comply with the Agreement, does not release the Supplier from any other warranty obligations or liability, and does not affect the rights of Tolpoort based on the Agreement, these conditions, and statutory provisions.

ARTICLE 8 Inspection and consequences of rejection

8.1 Tolpoort or a third party designated by it has the right to inspect the goods before, during, and after the delivery. The Supplier will cooperate with this, including by granting access to the storage location of the goods and the documents required for the inspection.

8.2 Tolpoort will inform the Supplier if the delivered goods fail to comply with the Agreement before or during the delivery and are rejected for this reason. In this case, the Supplier will be required to take measures to comply with the Agreement.

8.3 If the delivered goods are rejected after the delivery, Tolpoort will inform the Supplier as soon as possible. Tolpoort observes a quality control claim period of 2 workdays within which the rejection must be reported to enable the Parties to determine whether or not the goods meet the quality category. The claim period will start at the moment of delivery within the meaning of Article 5.2. The claim period is fully without prejudice to the right of Tolpoort to reject the goods at a later time due to a hidden shortcoming.

8.4 Tolpoort will inform the Supplier of the intended consequences of the rejection at the moment of the rejection. Tolpoort can choose from the following options:

- a. returning the delivered goods at the expense of the Supplier and demanding fulfilment, possibly in combination with damages;
- b. full or partial dissolution of the Agreement in accordance with Article 13, possibly in combination with damages;
- c. price reduction, provided that the Parties must come to an agreement on the extent by which the price will be reduced.



8.5 The Supplier will be liable for all costs incurred by Tolpoort due to the rejection of the delivered goods, including the inspection costs.

8.6 The ownership of the goods will transfer to the Supplier from the moment of rejection. Tolpoort will hold the goods at the risk and account of the Supplier from that moment.

8.7 The fact that the goods have been inspected does not release the Supplier from any liability, including for damage suffered by Tolpoort due to hidden shortcomings in the delivered goods.

ARTICLE 9 Right of third parties

9.1 The Supplier guarantees that the Products and the associated packaging (materials), everything in the broadest sense of the word, do not infringe on an intellectual property right or any other rights of a third party and that Tolpoort has the unconditional and irrevocable right to import, store, offer, sell, commercialise by other means, export, or otherwise use the Products and the associated packaging (materials), everything in the broadest sense of the word.

9.2 The Supplier must indemnify Tolpoort against claims by third parties in relation to a violation or alleged violation of one or more of the rights set out in paragraph 1 of this article. The Supplier will provide compensation to Tolpoort for all damage suffered by Tolpoort due to such a(n) (alleged) violation, including the reasonable costs incurred to defend itself against claims by third parties.

ARTICLE 10 Payment

10.1 All invoices of the Supplier must be addressed to the accounts payable department of Tolpoort, referring to the relevant order number, be properly specified, and comply with the statutory invoice requirements in force in the Netherlands. Tolpoort reserves the right not to accept any invoices that do not meet all stipulated requirements and to return these to the Supplier.

10.2 Unless the Parties have agreed otherwise in writing, payment will take place within 30 days of the receipt of the correct and complete invoice in question, or, if the reception and approval of the Products take place at a later time, within 30 days of the reception and approval of the Products in question.

10.3 Payments by Tolpoort will first be settled with the principal, followed by any interest due, and finally with any costs due.

10.4 Any compensation due by Tolpoort because of delays in the payment of any amount will not constitute the statutory commercial interest within the meaning of Article 6:119(a) DCC, but the statutory interest within the meaning of Article 6:119 DCC.

10.5 Any compensation due by Tolpoort for costs as referred to in Article 6:96(2)(c) DCC will not be determined using the table of Article 2(1) of the Dutch Decree on Compensation for Extrajudicial Collection Costs, but entail the minimum amount set out in Article 2(2) of the mentioned Decree.

10.6 In case of full or partial advance payment or the payment of one or more advances, Tolpoort will have the right to require the Supplier to offer adequate security for the fulfilment of its obligations, potentially in the form of a bank guarantee that can be claimed by Tolpoort following the first request to this end, made available by a first-class Dutch bank.

10.7 Tolpoort will always have the right to settle the amounts it owes to the Supplier or any person affiliated with it ("Supplier c.s.") on any grounds with the amounts which Tolpoort or any person affiliated with it can claim from the Supplier c.s. on any grounds. This power to settle the amount referred to in this article will also exist if the payment of the claims cannot be enforced yet and if the performance which Tolpoort can claim does not correspond to its debt.

ARTICLE 11 Retention and lien



11.1 Until the moment on which the Supplier has fully met all its obligations vis-à-vis Tolpoort on any grounds, Tolpoort will both have a right of retention and a lien on all goods which Tolpoort holds or will hold, directly or indirectly, in relation to an Agreement. Goods in this article are defined as movable properties, debt documents, negotiable instruments, documents, and funds.

11.2. Based on the applicability of these conditions, the Supplier undertakes to grant the lien mentioned in paragraph 1 of this article to Tolpoort. The lien will be established by bringing the goods into the control of Tolpoort or a third party which holds the goods on behalf of Tolpoort, including but not limited to a carrier or a storage and transshipment company.

11.3 The right of immediate execution will be exercised in the manner determined by law. Private sales are possible if the Parties have reached an agreement on this, provided that Tolpoort has an adequate appraisal report, if the goods are so perishable that Tolpoort cannot reasonably be required to bring the matter before a court of interlocutory proceedings. All judicial and extrajudicial costs incurred by Tolpoort to exercise the right of immediate execution, including but not limited to the actual costs of legal aid and the appraisal costs incurred by Tolpoort, will be borne by the Supplier and recovered (gross) from the sales proceeds.

ARTICLE 12 Assignment and lien prohibition

Without the prior written permission of Tolpoort, the Supplier may not assign, pledge, transfer, or encumber its claims on Tolpoort on any other grounds. Besides an obligation in the context of contract law, this prohibition also applies in the context of property law. The claims of the Supplier on Tolpoort cannot be transferred (within the meaning of Article 3:83(2) DCC) and are not eligible for a lien (within the meaning of Article 3:83(2) DCC in conjunction with Article 3:98 DCC).

ARTICLE 13 Dissolution/suspension

13.1 In case of a shortcoming of the Supplier in the fulfilment of its obligations arising from the Agreement or other agreements arising from it, as well as in case of bankruptcy, suspension of payments, attachment, company standstill, revocation of its environmental permit, liquidation, or a comparable condition of the company of the Supplier, it will be in default by operation of law and without notice of default being required.

13.2 In the situations referred to in paragraph 1 of this article, Tolpoort has the right to fully or partially dissolve the Agreement and/or to suspend the payment obligation and/or to fully or partially have the Agreement executed by third parties, without Tolpoort being required to pay any form of compensation and without prejudice to any of its other rights, including the right to claim full compensation and a refund of the purchase price.

13.3 In the situations referred to in paragraph 1 of this article, all claims that Tolpoort has or may obtain on the Supplier will become fully and immediately exigible.

ARTICLE 14 (Product) liability and insurance

14.1 The Supplier will be liable for and indemnify Tolpoort against all damage of any kind suffered by Tolpoort or third parties as a result of shortcomings in the product of the Supplier and in the goods delivered by it due to which they do not offer the level of safety that could be expected from them.

14.2 The Supplier is liable for and indemnifies Tolpoort against all damage suffered by Tolpoort or third parties due to actions or omissions of itself, its staff, or those engaged by it for the execution of the Agreement.



14.3 The Supplier indemnifies Tolpoort against claims by third parties for compensation of damage based on liability as referred to in the previous two paragraphs.

14.4 Staff and employees of Tolpoort will also be considered third parties for the applicability of this article.

14.5 The Supplier will arrange an adequate insurance against liability as referred to in this article, to the exclusion of the right of recovery of Tolpoort or its customers. The Supplier will grant Tolpoort insight into the policy sheet upon request.

14.6 The liability of Tolpoort vis-à-vis the Supplier is limited to the total purchase price of the goods for which the (purchase) agreement was concluded.

ARTICLE 15 Confidentiality

15.1 The Supplier guarantees the confidentiality of all proprietary information, such as recipes, the introduction of new products, and know-how in the broadest sense of the word derived from Tolpoort which has been shared with or disclosed to it in any way.

15.2 Without the prior written permission of Tolpoort, the Supplier may not make any public statements about the execution of the Agreement in any way. Tolpoort may grant this permission subject to conditions.

15.3 The Supplier is not permitted to copy any documents or other proprietary information related to the Agreement or to share these with third parties unless this is necessary in the context of the execution of the Agreement and provided that Tolpoort has given prior written permission for this.

15.4 The Supplier will also impose the obligations set out in this article on its staff and/or any third parties engaged by it for the execution of the Agreement.

ARTICLE 16 Force majeure

16.1 The Supplier can only invoke force majeure if:

(a) the shortcoming of the Supplier cannot be attributed to it based on legal provisions, the Agreement, these conditions, or common perception; and

(b) the circumstance leading to the force majeure occurred before the moment on which the Supplier was required to fulfil its obligation; and

(c) The Supplier immediately informs Tolpoort in writing with substantiation of the circumstance leading to the force majeure, at the latest within 24 hours of the occurrence of the force majeure situation.

16.2 In case of temporary force majeure of the Supplier, Tolpoort has the right to:

(a) grant the Supplier a period of suspension for the fulfilment of its obligations arising from the Agreement for a reasonable period of no more than 2 months. If the Supplier is still unable to fulfil its obligations arising from the Agreement after this period, Tolpoort has the right to dissolve the Agreement;

or, such at the discretion of Tolpoort:

(b) to dissolve the Agreement without having granted the Supplier the suspension set out in (a).

In case of permanent force majeure of the Supplier, Tolpoort has the right to dissolve the Agreement.

16.3 Force majeure of the Supplier will not include a lack of staff, illness of staff, strikes, and force majeure and/or a failure ("attributable non-fulfilment" and/or illegitimate actions of suppliers or carriers of the Suppliers or other third parties involved in the execution of the Agreement.

16.4 In case of force majeure of Tolpoort, it will have the right to suspend the fulfilment of its obligations or a part thereof. If its period of force majeure lasts for more than a month or if it is certain that this



period will last for more than one month, Tolpoort has the right to fully or partially dissolve the Agreement. Force majeure of Tolpoort will include any circumstance not attributable to Tolpoort – in a subjective sense – due to which it has become impossible or practically overly burdensome for Tolpoort to (properly) fulfil its obligations or a part thereof (in a timely fashion), including but not limited to force majeure of customers of Tolpoort, epidemics, pandemics, as well as government measures that obstruct or make the import, export, or transshipment of Products financially detrimental.

16.5 The Agreement will be dissolved as referred to in this article by means of written notice sent to the Supplier without any notice of default or judicial intervention being required and without Tolpoort being required to pay any form of compensation.

ARTICLE 17 Applicable law and choice of court

17.1 All Agreements are governed exclusively by the laws of the Netherlands. The applicability of the so-called Uniform Law on the Sale of Goods and the Vienna Sales Convention is expressly excluded.

17.2 In case of a difference in interpretation between a translation of these conditions and the Dutch text of these conditions, the Dutch text will be decisive.

17.3 All disputes that may occur between the Parties arising from or in relation to an Agreement and/or these conditions will in first instance exclusively be settled by the competent court of Noord-Holland.

17.4 The costs associated with judicial and arbitration procedures, including but not limited to the costs incurred by Tolpoort for lawyers, bailiffs, experts, and translators, will be fully for the account of the Supplier if it is fully or predominately unsuccessful in the proceedings.