

GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRIMEALE UNITED

PRIMEALE UNITED is a trade name of the private company with limited liability Van Oers United B.V., with registered offices in 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 affiliated companies, has established the following General Conditions of Sale:

Article 1 Definitions

1. Other Party: any (legal) person who negotiates with PRIMEALE UNITED and/or enters into an agreement, or any (legal) person who makes an offer and/or quotation to PRIMEALE UNITED, 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, in which PRIMEALE UNITED acts as purchaser, any amendment or supplement thereto, as well as all (legal) acts in preparation and execution of that agreement.
3. The periods of time referred to in these terms and conditions, expressed in hours, are all hours of a 24-hour period (i.e. not only working hours) and days are all calendar days of the year (i.e. not only working days).

Article 2 Applicability

1. These General Purchasing Terms and Conditions apply to all quotations made by the Other Party, offers made, and all agreements concluded between the parties, as well as orders accepted by the Other Party. Thus, these General Purchasing Terms and Conditions apply to all (legal) acts (including omissions) of PRIMEALE UNITED and its Other Party in this regard.
2. Agreements as referred to in paragraph 1 of this article include purchase agreements, framework agreements, consignment agreements and related agreements.
3. Deviations from and/or additions to any provision of these General Purchasing Conditions only bind PRIMEALE UNITED 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.
4. If and insofar as the Other Party, in making a quotation or offer, or in concluding an Agreement, refers to general conditions other than PRIMEALE UNITED's General Purchasing Conditions, in order for these general conditions to apply to the Agreement, PRIMEALE UNITED rejects these conditions, they do not apply and the present conditions do, unless PRIMEALE UNITED has expressly accepted the general conditions of the Other Party without reservation and in writing.
5. If any provision of these General Purchasing Terms and Conditions proves to be invalid - after intervention by a judicial authority - only the provision in question will be excluded from application. All other provisions shall continue to apply in full.

Article 3 Offer and prices

1. All requests, orders or offers made by PRIMEALE UNITED, or its subordinates, are entirely without obligation, unless otherwise indicated.

2. An Agreement is formed after PRIMEALE UNITED has expressly accepted in writing the offer made by the other party.
3. All agreements made by PRIMEALE UNITED are deemed to have been made in Ridderkerk, at Handelsweg 170, both for the execution of the agreement and for payment.
4. All amounts mentioned in quotations, offers, Agreements and assignments shall be quoted in euros, unless the parties have agreed otherwise in writing.
5. An agreed price cannot be increased by the Other Party, even if the Other Party is confronted with a cost price increase, unless PRIMEALE UNITED expressly agrees in writing to the price increase.
6. PRIMEALE UNITED may require the other party to maintain an offer made.

Article 4 Agreement

1. An agreement comes into force with PRIMEALE UNITED only by its confirmation by letter, email or fax or by the other party signing within 24 hours (unless it accepts later signatures) of the contract offered to it by PRIMEALE UNITED. PRIMEALE UNITED's invoices, order and freight bills are full and conclusive evidence of the contract.
2. PRIMEALE UNITED's agents are not authorised to bind it unconditionally. They may only buy and sell subject to the approval of PRIMEALE UNITED.
3. If, after the Agreement has been concluded, the parties agree further and/or additional arrangements or amendments and with each other, these shall only be binding if and insofar as these arrangements have been laid down in writing. Here too, the written record may consist of the invoice and/or order form.

Article 5 Delivery

1. The agreed delivery time is a deadline, unless the parties have explicitly agreed otherwise.
2. Delay in delivery results in the Other Party being immediately - and without prior notice - in default. If the other party is in default, PRIMEALE UNITED is entitled to terminate the Agreement and / or claim compensation.
3. If the Other Party knows, or should know, that the delivery time to which he has committed himself cannot be met, he must inform PRIMEALE UNITED immediately (within 2 hours) by e-mail, stating the reasons. If the other party fails to inform PRIMEALE UNITED on time, or fails to give a reason, a claim for non-attributable delay in delivery cannot be accepted. Not even if there is a force majeure situation.
4. PRIMEALE UNITED is entitled, in case of late delivery of a part of what was agreed, to return the part already delivered at the expense and risk of the other party.
5. In case of late delivery, PRIMEALE UNITED may, in addition to compensation, claim compensation for the additional costs that it was forced to incur to reasonably replace the goods not delivered by the other party.
6. Delivery is made carriage paid to PRIMEALE UNITED, unless the parties have agreed otherwise in writing. Thus delivery takes place when the Other Party delivers the goods to PRIMEALE UNITED.
7. If the parties have agreed that the Other Party will store the goods to be delivered for PRIMEALE UNITED, whether or not at its own premises or at the premises of a third party, delivery will take place at the moment the goods are stored.

8. At first request, the Other Party must also deliver on Sundays, public holidays and at night. If the purchase agreement or confirmation states that delivery is made to the Buyer's truck or to the Buyer's company, this means only that the transport costs are borne by PRIMEALE UNITED. The legal and actual delivery always takes place at PRIMEALE UNITED or at the receiving company indicated by PRIMEALE UNITED.

Article 6 Acceptance and advertising

1. If the Other Party cultivates the sold products itself, it must insure them against hail and water damage at its own expense. The Other Party must insure the purchased product against fire and water damage when stored at the Other Party's expense. This obligation does not affect the fact that in case of total or partial failure of the harvest or in case of fire and/or water damage, the Other Party, at the request of PRIMEALE UNITED, is obliged to deliver the contracted quantity of product to us and to purchase the shortfall elsewhere. In case of hail, fire and (water) damage, the other party cannot rely on force majeure.
2. The goods to be delivered must at the final destination meet the agreed quality requirements, the Dutch requirements and the requirements of the country of destination and the buyer of PRIMEALE UNITED. They must in any case be of good quality, free from harmful organisms, free from disease - including rot-, damage, soil -including clay flaps-, visible and invisible defects, product foreign bodies, internal and external shot. They may not contain (residues of) crop protection agents.
3. Unless expressly agreed otherwise, the Other Party must deliver unwashed products.
4. The Other Party is obliged to ensure that the internal temperature of the product is as agreed and, in the absence thereof, as used in the sector.
5. The goods to be delivered to PRIMEALE UNITED must also meet the agreed and statutory quality standards for a reasonable period after delivery and in any case until some time after receipt of the product by the end user. During that period and a reasonable time thereafter, PRIMEALE UNITED has the right to complain about the quality of the goods supplied in terms of externally visible defects. About hidden, not visible to the naked eye or internal defects, PRIMEALE UNITED may complain within a reasonable time after PRIMEALE UNITED discovers the defect.
6. If the goods do not meet the agreed and/or statutory requirements, and/or in the event of non-delivery or late delivery, PRIMEALE UNITED has the right, without notice of default, to dissolve the contract in whole or in part, and the other party must compensate all damages suffered by PRIMEALE UNITED, including the cost of (sea) transport, customs, expert(s), legal assistance and the damage suffered by its customer (e.g. recall). Then PRIMEALE UNITED and its purchaser are entitled to sell the goods at best and to settle the proceeds with the damage. The remainder, if any, is refunded to the Other Party. The liability to compensate the other party is unlimited. It must reimburse PRIMEALE UNITED both the full material and immaterial damage, as well as the full direct and indirect damage. This also includes the extrajudicial and judicial costs actually incurred and to be incurred. The extrajudicial costs are 15% of the purchase price, with a minimum of € 500, - excluding VAT. The judicial costs of PRIMEALE UNITED include the invoices of its lawyers, experts, bailiffs, translation agency, etc.
7.
If the other party does not accept the complaint of PRIMEALE UNITED within 5 working hours by

email, PRIMEALE UNITED will commission an independent expert to determine whether the complaint is justified. The opinion of this expert binds the parties (Article 7:900 BW). The other party has the right to be present at the assessment and is hereby invited. The other party must notify PRIMEALE UNITED of its dates of prevention by e-mail within 5 working hours of the complaint, failing which they will not be taken into account. The other party is responsible for asking PRIMEALE UNITED about the time and place of the assessment and to be present in time for the assessment.

8. In the event of rejection and/or refusal of the goods offered for delivery, PRIMEALE UNITED shall also have the right, at its discretion, to demand replacement delivery or to set off the refused quantity against the remaining part of the contract, all with full compensation.
9. Unless otherwise agreed in writing, the weighing, lifting and transport costs are for the account of the Other Party.

Article 7 Payment

1. Unless otherwise expressly agreed in writing, PRIMEALE UNITED takes care of invoicing and the payment term is 6 weeks after PRIMEALE UNITED has received the goods. This period is not a deadline, but only indicative.
2. PRIMEALE UNITED is authorised to make all its payments by bank (giro payment).
3. Payments made by PRIMEALE UNITED serve - to the exclusion of Article 6:44 of the Civil Code - in the first place to reduce the principal sum, then the interest owed and finally the costs owed.
4. PRIMEALE UNITED is never in default without notice of default. After PRIMEALE UNITED is declared in default, it owes - to the exclusion of Articles 6:119 and 6:119a of the Dutch Civil Code - default interest at the rate of the discount rate of the Dutch bank to a maximum of 4.0% annually, until it meets its payment obligations. PRIMEALE UNITED is never obliged to pay extrajudicial costs.
5. All claims by the other party against PRIMEALE UNITED lapse after a period of one year after the claim arose and no later than one year after the date of delivery. The right of the other party to demand its claim in court expires after a period of one year after the claim arose.
6. The liability of PRIMEALE UNITED for damages, in whatever way they arose, is expressly excluded, except and insofar as these damages are due to gross negligence or intent of PRIMEALE UNITED.
7. The Other Party cannot derive any rights from payment of the invoice; payment does not discharge the Other Party from any guarantee and/or compensation obligation.
8. PRIMEALE UNITED is entitled to set off outstanding invoices of PRIMEALE UNITED and its affiliates against claims of PRIMEALE UNITED and its affiliates against the Other Party.
9. PRIMEALE UNITED is at all times entitled to require the Other Party to provide security for the fulfilment of its delivery obligations in the form determined by PRIMEALE UNITED. If the Other Party does not provide this security within the period set by PRIMEALE UNITED, PRIMEALE UNITED is entitled - at its discretion - to suspend the execution of the agreement, to dissolve the contract and/or to claim compensation. In that case PRIMEALE UNITED is not liable for damages.
10. If the Other Party is in arrears with the delivery of the goods and the purchase price of goods already delivered by the Other Party has become payable, PRIMEALE UNITED is entitled to suspend payment for those goods previously delivered, until the overdue deliveries have been carried out by the Other Party.

Article 8 Ownership

1. The ownership of the goods to be delivered by the Other Party, as well as the risk of these goods, will only be transferred at the time of delivery.
2. The Other Party delivers the goods unencumbered, unrestricted and free from retention of title and restricted rights.
3. PRIMEALE UNITED is free at all times to resell and/or supply the goods delivered by the other party to third parties.

Article 9 Liability and risk

1. The goods to be delivered and/or delivered by the Other Party are at the expense and risk of the Other Party until the moment of delivery free domicile PRIMEALE UNITED.
2. If the Other Party has delivered goods to PRIMEALE UNITED which are the property of a third party, the Other Party indemnifies PRIMEALE UNITED against all claims of this third party related to damage caused by and/or with the goods the Other Party has delivered to PRIMEALE UNITED, as well as damage to these goods themselves.
3. The other party is liable for the damage suffered by PRIMEALE UNITED as a result of recall actions by PRIMEALE UNITED itself or third parties.
4. The other party indemnifies PRIMEALE UNITED for claims in respect of recall actions carried out, or caused to be carried out, by a third party to whom PRIMEALE UNITED has resold the goods supplied by the other party.
5. If PRIMEALE UNITED suffers damage as a result of the presence of undesirable residues or exceeding standards, MRLs, (eg chemicals and minerals) in the goods supplied by the Other Party, the Other Party shall owe PRIMEALE UNITED an immediately payable penalty of € 800, - per partial delivery and fully liable for this damage suffered by PRIMEALE UNITED, insofar as the damage exceeds this penalty. If a fine is imposed on PRIMEALE UNITED by the authorities or third parties make a claim against PRIMEALE UNITED in this regard, the Other Party must pay this to PRIMEALE UNITED.

Article 10 Default and dissolution

1. In case of (temporary) suspension of payment or bankruptcy of the Other Party, closing down 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 compliance with (part) of the relevant agreement(s), in which case PRIMEALE UNITED is entitled, without notice of default, to suspend the execution of the relevant Agreement(s), until it is sufficiently certain that the Other Party will comply with its obligations, without prejudice to PRIMEALE UNITED's other rights.
2. 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 all costs incurred and to be incurred by PRIMEALE UNITED.

3. In each of the cases mentioned in paragraphs 1 and 2 of this article, all claims of PRIMEALE UNITED against the Other Party are immediately due and payable.
4. The other party must inform PRIMEALE UNITED immediately if any movable or immovable property owned by PRIMEALE UNITED is seized, and which the other party has in its possession under the execution of the Agreement.
5. In case of bankruptcy or suspension of payments, the other party must immediately inform PRIMEALE UNITED, and immediately show the bailiff, receiver or administrator the Agreement and point out the property rights of PRIMEALE UNITED.

Article 11 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 it necessary - and this is solely at the discretion of PRIMEALE UNITED - it has the right to regard the purchase agreement, insofar as it has not yet been performed, as dissolved, without judicial intervention and without obligation to pay compensation on its part. In any case PRIMEALE UNITED may dissolve the contract without the right of the other party to compensation if the force majeure situation lasts longer than one month, or it is certain that the force majeure situation will last longer than one month.
2. Unless otherwise stated below, any special circumstance that makes the fulfilment of its purchase obligation impossible or so burdensome that it cannot reasonably be required, such as war, mobilisation, strike, labour disturbances, revolution, riots, storm, fire, ice, flood, stagnation in the supply of electricity or water, shall be considered as force majeure for PRIMEALE UNITED.
3. Governmental measures that impede or make financially disadvantageous the import, transit or export of goods sold or purchased, give PRIMEALE UNITED the right to terminate the contract, insofar as it has not yet been fulfilled, without PRIMEALE UNITED being obliged to pay compensation, or to require the other party to compensate PRIMEALE UNITED for the disadvantage of these measures before PRIMEALE UNITED takes delivery.
4. Force majeure of PRIMEALE UNITED's customers is deemed to be force majeure of PRIMEALE UNITED.

Article 12 Applicable law

1. The legal relationship between PRIMEALE UNITED and the other party is governed by Dutch law. The Vienna Sales Convention does not apply.

Article 13 Disputes

1. Disputes arising from an order, quotation, offer or Agreement to which these General Purchasing Terms and Conditions apply, including conflicts relating to these General Purchasing Terms and Conditions, 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 settle a dispute 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.