

GENERAL PURCHASE CONDITIONS OF FRUIT MANAGEMENT EUROPE B.V., WITH THE SEAT IN BORN (L)

Article 1 – Definitions

In these purchase conditions (further referred to as: “**General Purchase Conditions**”) the terms and expressions used hereinafter are defined as follows:

- **FME:** The company with limited liability Fruit Management Europe B.V. and its affiliated (daughter) companies, established in Born (L);
- **Supplier:** anybody who signs, has signed or is negotiating the signing of an agreement with FME, regarding the purchase by FME and/or delivery of Products in which FME is used to trade;
- **Order:** any commissioning by FME of the Supplier for the supply of Products;
- **Purchase Order Form:** the standard form prevailing at FME for the purchase of Products at the time of an Order, including the corresponding Standard Label and possible separate product specifications;
- **Agreement:** any agreement established between FME and the Supplier, as well as any modification or supplement thereof;
- **Products:** all goods delivered or to be delivered to FME for the execution of an Order, including the packaging thereof;
- **Specification:** the description of the Products ordered by FME, which has been mentioned or to which has been referred to in the Order, in the Purchase Order Form or in the Agreement;
- **Standard Label:** the at FME prevailing form for the standard label in conformity with EU regulations and denominations in force, belonging to the Purchase Order Form for the purchase of Products at the time of an Order;
- **Fault:** any non-conformance of the Products from the Specification and any otherwise malfunctioning of the Products.

Article 2 – Application

1. The General Purchase Conditions apply to all requests from FME to the Supplier to submit an offer, to all offers of the Supplier, to all Orders and commissions given by FME to the Supplier and to any Agreement signed between FME and the Supplier, except for amendments the parties agree upon expressly and in writing.
2. The applicability of any general condition of the Supplier, however named, is expressly declined by FME, unless the applicability thereof is established expressly and in writing by FME.
3. In the event that the General Purchase Conditions are translated, solely the text of the Dutch version shall be binding, with the exception of provisions which are specifically added for a particular area and/or particular language.

Article 3 – Conclusion of an agreement, changes and supplements

1. All requests from FME to the Supplier for the execution of an Order or the conclusion of an Agreement are without engagement. An Agreement between FME and Supplier is concluded only after mutual confirmation in writing by both parties.
2. In case FME sends to the Supplier a Purchase Order Form together with the corresponding Standard Label and Specification(s), the Supplier is to sign these forms for agreement and return them within 5 working days from the date of same. FME is bound only after the Supplier has signed and sent back to FME the confirmation of order according to the Purchase Order Form and Standard Label within 5 working days from the date of same; by signing it the Supplier acknowledges that only these General Purchase Conditions apply. In case the Purchase Order Form and/or the Standard Label or another Agreement for the purchase of Products and/or services is not returned within 10 working days after the date of same, or is received unsigned, FME shall have the right to regard this as an acceptance.
3. Offers and quotations given by the Supplier are fixed and binding, unless stipulated otherwise in the Agreement. In any case it holds that, at the moment of delivering to FME of Products by the Supplier, the price and the General Purchase Conditions are unconditionally accepted.

Article 4 – Prices

1. The price agreed upon is fixed and always valid in the currency agreed upon with the Supplier, exclusive of VAT and conformable to the delivery conditions of the Inco term, as defined in the latest version of the Inco terms, which has been agreed upon for each individual transaction.
2. Included in the prices of the Products are the standard packaging and delivery, conformable to the Inco term agreed upon, unless stipulated otherwise in the Purchase Order Form or the Agreement.

Article 5 – Invoicing and payment

1. Payment of the invoice including VAT if applicable shall take place within 60 days after receipt of the then sent invoice, unless stipulated otherwise in the Purchase Order Form or the Agreement, however the relevant invoice amount shall not become due until the complete and correct execution of the Order and acceptance of the Products ordered by FME according to the provisions in article 9 and with strict observation of the provisions of article 7.
2. FME has the right to settle the amount of the invoice against any amounts the Supplier owes to FME.
3. Payment of the invoice by FME does not in any way constitute a waiver of rights.

Article 6 – Delivery

1. Delivery of the ordered Products shall be done to the place of destination designated by FME at the agreed point of time and according to the conditions of delivery of the Inco term as stated in the articles 4.1. and 4.2., in as much thereof later not has been deviated expressly in writing.
2. Timely prior to the delivery the Supplier must send to FME digital photographs of the relevant batch of the Products to be delivered.
3. With each delivery specified documents must be provided, containing the following information:
 - FME Order number
 - FME Standard Label
 - Analysis Certificate including description of Products.
 - Country of origin
 - Date of production
 - Best before date
 - Net weight
 - If applicable: statement of the biological origin and EU control organisation registration number
4. In order to ensure good traceability at FME all delivered Products must have labels with statement of batch code and/or lot number.
5. The delivery time agreed upon by the parties is of vital importance. The Supplier is in default by the mere exceeding of the agreed points of time at which the performances have to be made.
6. The Supplier must report in writing to FME without delay all risks of exceeding the delivery time. This leaves unimpeded the possible consequences of such exceeding pursuant to the Purchase Order Form, the Agreement, these General Purchase Conditions and/or legal regulations.
7. The Supplier has no lien or right of suspension with respect to the ordered Products. Furthermore the Supplier never has a right of suspension regarding packing goods for the supply of Products, which are the property of FME and are made available to the Supplier for packaging and delivery.

Article 7 – Special (legal or other) requirements

1. The Products to be delivered by the Supplier in any case shall comply with all relevant stipulations of the Dutch legislation, the applicable EU regulations and EU directives, the guide values of the AIJN (Association of Industries for Juices and Nectars) and the WHO guidelines. In case there are any differences in the various limit values regarding Products between the abovementioned regulations, always the stricter ones shall apply. The Supplier further is obliged to follow as much as possible in its industrial activity with respect to the manufacturing and/or handling of the Products the systematic of HACCP (Hazard Analysis Critical Control Point) in conformity with the European legislation and GMP (Good Manufacturing Practice).
2. The Supplier guarantees that Products to be delivered are free from metallic parts (when necessary to be determined by the Supplier by means of metal detection) and/or other mechanical impurities, toxins or other poisonous substances, parasites, pesticides, E-Coli- and/or other pathogenic bacteria, heavy metals, (parts of) genetically modified products (other than with prior written consent of FME) and other inadmissible impurities, bearing in mind the specific maximum acceptable limit values given hereinafter. Furthermore, the Products are not allowed to be radiated or radiated through by X-rays or exposed to other radiation, other than natural radiation, and the Products must not be treated with, cross-contaminated with, or have come in contact with products which are known to cause allergic reactions, such as peanuts (allergens). Moreover, the Products may not contain (parts of) products (whether or not of natural origin and/or carcinogenic) which, based on the existing European legislation may not be present in the Products.

3. Without prejudice to the in the regulations mentioned in article 7.1 specified limit values and the general stipulations of the article 7.2 the Supplier, as far as the Products are concerned, in any case may not exceed the following specified limit values:
 - A. PESTICIDE RESIDUES: lower than the limit defined in the EU-maximum 10 ppb/kg in juice (according to AIJN Brix values 'single-strength juice', the EU regulation on baby food, as well as German Association for Natural Food and Products (BNN) values; in case of different limit values always the stricter shall apply;
 - B. MYCOTOXINS: limit values maximum patuline: 25 ppb/kg, in concentrate;
 - C. CONTAMINANTS: limit values in conformity with the European Regulations EU 2023/915 and its amendments and Dutch legislation in force, c.q. BGA 92

Furthermore the products have to meet the following specific requirements:

 - D. RADIOACTIVITY: limit values in conformity with the European Guidelines and Dutch legislation in force in bq/kg;
 - E. G.M.O. (Genetically Modified Origin): Products are to be free from (parts of) GMO products and may not have been treated with GMO techniques, except if previously otherwise has been agreed upon in writing;
 - F. ATSB: Products must be free from bacteria of the species *Alicyclobacilles acidoterrestris*.
4. With respect to the points A. to and including F. Supplier is obliged at first request from FME to send to the results of independent laboratory tests on these points of the Products to be delivered if available or required. In connection with this obligation Supplier is liable to have the Products to be delivered controlled regularly, but at least once a year and if necessary per batch, by an independent laboratory with respect to the points A. to and including F. and send the results immediately and unasked for to FME.
5. 4 The Supplier is obliged to take care of proper packaging always complying at least with the AIJN guidelines. The packaging must at all times protect the organoleptic quality, other quality aspects and the microbiological quality.
6. 5 The Supplier is further obliged to pursue a proper glass policy, aimed at as much as possible avoiding the use of glass in his production and/or handling areas and with the focus on absolutely minimising the occurrence of glass impurities in the supplied Products.
7. 6 The Supplier is obliged, when necessary and/or upon request, to correctly and truly fill in the audit forms concerning the industrial activity and the followed working methods, sent to him by FME, and return them to FME. The Supplier is further obliged upon first request of FME to allow an supplier audit made by FME itself or third parties (designated by FME) regarding the followed procedures and/or applicable working methods.

Article 8 – Guarantees

1. The Supplier guarantees the soundness of the Products delivered by him, under which in any case shall be comprised that the Products are in conformity with the stipulations of the article 7 and (other) relevant regulations.
2. The Supplier guarantees that deep-frozen Products at delivery have a shelf life which is longer than 80% of the standard shelf life of 2 years at the moment of freezing and moreover that the Products adequately have been frozen and after freezing permanently have been stored/transported at a temperature between -18 and -20° C. The Supplier is obliged to provide more detailed information regarding the method of freezing and storage of the Products at FME's first request.
3. Ordered Products shall in any event be rejected as inferior in the sense of paragraph 1 of the present article, if during the shelf life of the Products, agreed between Parties, Faults are found or come into being.
4. The above guarantee includes, without limitation of FME's rights to compensation for costs, damages and interest, that in case a situation occurs as stated in paragraph 3, the relevant Products shall be replaced free of charge immediately and completely by the Supplier at FME's first request.
5. After replacement or correction, as stated in paragraph 4, a new guarantee period as described in the Purchase Order Form or the Agreement starts, and the Supplier guarantees the soundness of the replaced or corrected Products, as described in the other paragraphs of this article.

Article 9 – Inspection and correction

1. FME shall inspect the ordered Products within a reasonable period of time after delivery.
2. Acceptance has no further significance than that at FME's provisional opinion the external condition of the Products corresponds to the Order and/or the Purchase Order Form.
3. If FME rejects the Products, the Supplier is obliged to pay back the amounts already received from FME without being entitled to a set off, as well as to compensate FME's costs of taking in, the storage costs after taking in and the extra expenses FME reasonably makes in order to obtain replacement Products.

Article 10 – Liability, force majeure, third parties' rights and indemnity

1. The Supplier carries out the Order solely at its own risk. Any damage, both direct and indirect, including possible damage for lost profit, which as a result of or in connection with the execution of the Order might be incurred by FME or by third parties shall be compensated by the Supplier, regardless whether the damage was caused by the Supplier himself, his staff or by other persons engaged by the Supplier in the execution of the Order. The Supplier protects FME against all claims of third parties in connection with the execution of the Order.
2. Except in case of an unaccountable shortcoming ("force majeure") the Supplier is fully liable for all damages FME or third parties may incur as a result of possible Faults in the delivered Products.
3. An appeal to force majeure from the part of the Supplier may only take place on the basis of the stipulations of Article 75 of the Book 6 BW (Dutch Civil Code). Under force majeure in any case shall not be comprised: lack of personnel, illness of personnel, late delivery and/or unsuitability of materials, raw materials, semi finished products or services, accountable shortcomings or wrongful acts of suppliers or of third parties engaged by the Supplier, the non-obtaining of the possibly required certificates, as well as the withdrawal thereof and/or liquidity- or solvency problems on the part of the Supplier.
4. In particular, the Supplier cannot appeal to force majeure with respect to Products of which the availability strongly is harvest-dependent and as a result of which the Supplier of himself is not supplied by his supplier(s). The Articles 78 and 79 of Book 6 BW (Dutch Civil Code) equally apply.
5. The Supplier guarantees to FME that the Products do not infringe patent rights, copyrights and trademark rights or any other rights of industrial or intellectual property to third parties and indemnifies FME of all claims which could be made against FME for such reasons.
6. The Supplier has to be adequately insured and to keep being adequately insured for legal and professional liability, particularly with regard to product liability and the resulting consequential damages which may occur during further treatment of any supplied defective Products by FME and/or third parties.
7. The Supplier indemnifies FME for all costs and damages FME might incur as a result of the fact: that the Supplier is not properly registered for value added tax (VAT) in a relevant EU member state; and/or (b) that

the Supplier provides untrue or not up-to-date information to FME and/or to the authorities in the field of value added tax (VAT) in a relevant EU member state.

Article 11 – Non-fulfilment of obligations, termination and costs

1. In case the Supplier does not carry out the Order properly or the deadline for the execution of an Order is exceeded, or when it reasonably cannot be assumed that the Supplier will carry out the Order properly and on time, FME has the right, without prejudice to its other rights, to terminate the Agreement in whole or in part without further serving notice and without judicial intervention, by simple notification of the Supplier.
2. In the event of (temporary) moratorium, bankruptcy, shutdown or liquidation of the Supplier's company, withdrawal of licences or in case of a legal merger of the Supplier, as well as in case a substantial part of the control of the Supplier comes into other hands, the Agreement and the Agreements directly connected therewith shall be legally dissolved, unless FME states that it wants to maintain the Agreement(s) in whole or in part. Furthermore FME has the right (without a further notice) to suspend all possible obligations to the Supplier resulting from other Agreements and or for other reasons.
3. All claims against the Supplier FME might have or obtain in the case as meant in the paragraphs 1 and 2 shall be due fully and on call.
4. On account of a dissolution or the occurrence of a resolutive condition, FME has the right to demand the return of all the payments made to the Supplier as undue, and at FME's choice has the choice either to keep the delivered goods against reasonable compensation in relation to the delivered goods, or - for as far as possible - return them to the Supplier at the Supplier's account and risk, without prejudice to the possible use of the rights mentioned in article 9 paragraph 3.
5. If FME is the owner of the Products which it wishes to return according to the provisions of paragraph 4, also after the dissolution of the Agreement on the basis of which FME has gained the ownership of the Products, FME retains the ownership thereof, within the limits of article 3:92 paragraph 2 BW (Dutch Civil Code) for security of payment of any and all claims against the Supplier. If FME is not the owner of the Products, FME obtains by the mere fact of the dissolution a right of pledge on them for the same security.
6. A dissolution as described in paragraph 1, 2 or 4 shall not result in a termination of the rights of FME as laid down in the articles 5 paragraph 1, 5 paragraph 3, 10 paragraph 2, 10 paragraph 3, 11 and 13.
7. All (additional) costs FME reasonably has to make in order to obtain replacement Products as a result of non-fulfilment of obligations by the Supplier shall be compensated by the Supplier.
8. Without prejudice to its further rights, FME has the right to charge Supplier for all judicial and extra-judicial costs for obtaining fulfilment of any obligation of the Supplier.

Article 12 – Product recall

In case the Supplier gains knowledge of a possible Fault in the Products supplied or to be supplied by him and this Fault could give rise to a (whether or not forced by the government) product recall with respect to these Products or other products in which these Products already have been processed, the Supplier is obliged to immediately inform FME thereof, confer with FME about a possible product recall, limitation of damages with respect thereto and do his utmost in regard thereof. The provision in this article (paragraph) does leaves unimpeded all rights FME is entitled to on the basis of applicable regulations, the Agreement and these General Purchase Conditions. The costs of the product recall, in which also shall be comprised all costs of or in connection with already further processed Products, shall be fully borne by the Supplier, unless explicitly agreed otherwise.

Article 13 – Applicable law and jurisdiction

1. To these General Purchase Conditions, as well as to all Orders and Agreements and all disputes which might result therefrom, solely Dutch law is applicable. With regard to agreements mentioned in article 6:247 paragraph 2 BW (Dutch Civil Code) however, it is explicitly determined that section 3, chapter 5 of Book 6 BW (Dutch Civil Code) is not applicable.
2. The applicability of the 1980 Vienna Sales Convention is expressly excluded.
3. In as much as it is not compulsorily laid down otherwise in applicable national or international rules of law, all disputes, including those where a foreign business partner is a party and including disputes which are regarded as such by only one party, which come into being as a result of an Agreement where these General Purchase Conditions apply or as a consequence thereof, shall be settled by arbitration, which shall take place according to the regulations of the Dutch Arbitration Institute, unless FME prefers to submit the dispute to the judgement of a competent judge, whether or not Dutch.