

GENERAL TERMS AND CONDITIONS MIGUEL GONZÁLEZ FRUIT B.V.

Article 1: Definitions

The following definitions shall be used in these general terms and conditions ("these terms and conditions"):

- MG Fruit:* the private limited company Miguel González Fruit B.V., with its registered office in Barendrecht;
- Buyer:* the Person with whom MG Fruit has concluded an Agreement or with whom MG Fruit is negotiating on this matter;
- Parties:* MG Fruit and the Buyer;
- Agreement:* any agreement between the Parties for the delivery of goods by MG Fruit to the Buyer and/or the provision of services by MG Fruit to the Buyer and/or the performance of any other activities by MG Fruit for the Buyer's benefit, any amendment or addition to this Agreement and any factual and legal acts in preparation and for the execution of this Agreement, including offers from MG Fruit;
- Products:* all goods and/or services and/or other activities being the subject of an Agreement;
- Person:* a natural or legal person or company without legal personality.

Article 2: General

1. These terms and conditions shall apply to all Agreements to the express exclusion of all other general conditions. If MG Fruit does not require strict compliance with these terms and conditions in any specific case, this shall not cause MG Fruit to lose its right to require strict compliance with these terms and conditions in future cases, whether similar or not. Provisions deviating from these terms and conditions shall only be binding if agreed in writing and shall only apply to that specific case.
2. All provisions in these terms and conditions were not only drawn up for MG Fruit's benefit, but also for the benefit of its directors and shareholders and all Persons working for MG Fruit or engaged by MG Fruit in the execution of an Agreement, as well as all Persons for whose actions and omissions MG Fruit could be liable.
3. These terms and conditions are available in various languages. In the event of any discrepancy as to the contents or purport of these terms and conditions, the Dutch text shall prevail.

Article 3: Offers, Agreements

1. All information and specifications issued with offers from MG Fruit shall always only be approximations. Deviations up to 10% shall be permitted as a matter of course.
2. All offers from MG Fruit are free of obligation. MG Fruit shall be entitled to revoke its offer within three working days of receipt of acceptance.
3. Any acceptance by the Buyer that deviates from MG Fruit's offer whether or not on subordinate points shall in any case be considered a rejection of this offer and a new offer from the Buyer. An Agreement shall only be concluded in accordance with this new offer following MG Fruit's acceptance in writing or electronically.
4. An Agreement shall be concluded at the point when (a) three working days have passed after MG Fruit has received acceptance from the Buyer and MG Fruit has not revoked its offer during this period, or if (b) MG Fruit has confirmed the Agreement in writing or electronically, or (c) MG Fruit has commenced the execution of the Agreement.
5. MG Fruit is not obliged to implement an offer and/or an Agreement for a stated price if this price is based on a printing and/or a written error.

6. All Agreements for the delivery of agricultural Products by MG Fruit shall be subject to harvest results. If fewer Products are available than could reasonably be expected upon entering into the Agreement due to a disappointing harvest in terms of volume and/or quality of agricultural Products or due to the Products being rejected by the competent authorities, MG Fruit shall be entitled to reduce the quantities it sells accordingly. MG Fruit shall have fulfilled its obligation to deliver by delivering the quantities thus reduced. In this case, MG Fruit shall not be obliged to deliver any replacement agricultural Products, nor shall it be responsible for any damage whatsoever.

Article 4: Prices

1. All prices shall be in euros and exclusive of value added tax and other taxes and levies and exclusive of transport costs, unless the Parties agree otherwise in writing.
2. The prices shall be based upon the cost price-determining factors at the time of concluding the Agreement. If, nevertheless, a change occurs in these factors after the Agreement has been concluded but before the Products are delivered without MG Fruit being reasonably able to influence this, MG Fruit shall be entitled to charge the resulting costs to the Buyer.

Article 5: Conformity, delivery times, delivery and risk

1. The conformity of the Products shall be assessed based on the legislation and regulations in force in the Netherlands at the time of delivery. MG Fruit shall not be obliged to take account of any other legislation and regulations unless the Parties agree otherwise in writing.
2. The delivery times stated by MG Fruit shall always be approximations and shall never be considered final deadlines.
3. The Products that MG Fruit sells shall be delivered ex warehouse (Ex Works) unless the Parties agree in writing that the Products sold be delivered CPT the Buyer's business premises or CPT another agreed destination. The risk shall pass to the Buyer at the point at which MG Fruit makes the Products available to the Buyer or, in case of delivery CPT, at the point at which MG Fruit hands over the Products to the first carrier. MG Fruit shall never be obliged to insure the sold Products for the duration of the transport. The terms "Ex-Works" and "CPT" shall be construed in accordance with the latest version of the Incoterms.
4. If the Parties agree that MG Fruit is to store Products for the Buyer on either MG Fruit's premises or on those of a third party and these Products have not yet been delivered to the Buyer, the Products shall be considered to have been delivered at the moment of storage. MG Fruit shall never be obliged to insure the sold Products for the duration of the storage.
5. MG Fruit shall be entitled, but never obliged, to deliver the Products sold in batches, and to invoice each batch separately.
6. The Buyer shall be obliged to accept the Products purchased. The obligation to accept the Products shall consist of: a) the performance of all actions that can reasonably be expected of the Buyer in order to enable MG Fruit to carry out the delivery and b) accepting the Products. If the Products are not accepted within six hours after having been made available to the Buyer or, in the case of delivery CPT, immediately after arrival of the Products at the place of destination, the Buyer shall be in default without any notice of default being required and MG Fruit shall be entitled to terminate (in Dutch: ontbinden) the Agreement and claim compensation from the Buyer without prejudice to its other rights, including the right to store the Products at the Buyer's expense and risk.

Article 6: Inspection and complaints

1. Immediately following delivery of the Products and therefore prior to the transport, the Buyer shall be obliged to carefully inspect, or have inspected, whether these Products correspond to the Agreement in every way and in particular: whether the correct Products have been

delivered; whether the delivered Products satisfy the quality requirements for normal use and/or for commercial purposes; and whether the delivered Products correspond to what the Parties agreed in that case as regards quantity (number, amount, weight). The Buyer shall be obliged to accept the delivery in full for a proportional reduction in the price in the case of short deliveries up to 10% of the total quantity.

2. Any complaints regarding the quantity delivered and visible defects shall be reported to MG Fruit immediately after the inspection provided for in paragraph 1 of this article and then be confirmed within six hours in writing stating precisely the nature of the shortcoming. MG Fruit shall be notified in writing of any complaints regarding invisible defects within 12 hours after the defects have been discovered or should reasonably have been discovered but no later than within three days of delivery stating precisely the nature of the defects. The Buyer can no longer claim that the Products do not correspond to the Agreement once the stated complaints deadlines have expired.
3. Complaints regarding deviations in quality, size, weight, colour, quantity and suchlike that are slight and/or that are normal in the trade and the sector and/or that technically cannot be prevented and complaints regarding processed Products shall not be admissible.
4. If MG Fruit does not accept the Buyer's complaint within 6 hours, the Buyer shall be obliged to have a certified expert carry out an independent assessment within 12 hours, subject to forfeiture of all rights. The deadlines stated in this paragraph shall commence at 07.00 (local time at MG Fruit's place of business) on the working day following the day on which the Buyer submitted the complaint. The Buyer shall give MG Fruit the opportunity of being present or represented during the assessment. MG Fruit shall be entitled to have a second assessment carried out.
5. The Buyer shall provide all necessary assistance for the investigation of the complaint. The Buyer's complaint is not admissible if it fails to provide assistance or if the investigation is otherwise not or no longer possible.
6. If the Buyer's complaint is founded, also taking into account the provisions in this article, MG Fruit, after consultation with the Buyer, shall ensure delivery of the missing Products, repair or replacement of the Products delivered or adjustment of the price. MG Fruit shall have no further obligation or liability. MG Fruit's approval shall be required for full or partial termination (in Dutch: ontbinding) of the Agreement including reduction of the price.
7. The Buyer shall at all times ensure that the Products are maintained as expected of a careful debtor.
8. The Buyer is not free to return the Products until MG Fruit has agreed with this in writing. If MG Fruit puts the returned Products into storage or take these in by different means, this shall be for the Buyer's expense and risk. Such measures shall never constitute approval or acceptance of returns.
9. If the Buyer fails to comply with the provisions of this article and MG Fruit nevertheless deals with a complaint, MG Fruit's efforts shall be considered a courtesy without implying acceptance of any obligation or liability.
10. If a complaint turns out to be unfounded, MG Fruit shall be entitled to charge the Buyer for the internal and external costs it incurs when dealing with the complaint.
11. Any legal action shall be instituted no later than one year after the timely reporting of a complaint failing which all rights shall be forfeited.

Article 7: Retention of title

1. MG Fruit shall retain the right of ownership of all Products delivered until the purchase price has been paid in full. Retention of title shall also apply to the other claims stated in article 3:92, paragraph 2 of the Dutch Civil Code that MG Fruit has or shall acquire against the Buyer.

2. Insofar as ownership of the Products has not passed to the Buyer, the latter may not pledge the Products or grant any third party any rights to these. The Buyer is, however, permitted to sell and transfer to third parties the Products delivered under retention of title in the context of the normal running of its business, on the understanding that the Buyer is obliged to stipulate retention of title based on the provisions of this article if these are resold. The Buyer undertakes to refrain from assigning or pledging claims that it acquires against its customers without prior written permission from MG Fruit. This non-assignment/pledge clause shall have effect both under the law of obligations and the law of property. On MG Fruit's first request, the Buyer shall also be obliged to pledge any claims against its customers to MG Fruit as provided for in article 3:239 of the Dutch Civil Code for additional security for the fulfilment of its obligations towards MG Fruit on whatever basis.
3. If the Buyer fails in its fulfilment of one or more of its obligations or MG Fruit has good reason to fear that it shall do so, MG Fruit shall be entitled to take back the Products delivered under retention of title. The Buyer shall provide any assistance in this. The Buyer shall renounce in advance any rights of retention regarding the Products and shall refrain from having the Products seized. After taking back the Products, the Buyer shall be credited for the market value, which shall in no case exceed the original purchase price, minus the costs in connection with taking back the Products and any other damage that MG Fruit sustains.
4. If the country of destination of the Products purchased allows more far-reaching possibilities with regard to the retention of title over and above those stipulated above, the Parties accept that these further possibilities shall be deemed to have been stipulated for the benefit of MG Fruit on the understanding that if it cannot be objectively established what these further rules are, those stated above shall continue to apply.
5. If the Buyer is located in Germany and/or the Products are destined for Germany, the following extended and extensive retention of title under German law shall apply whereby MG Fruit shall be referred to as "wir" and the Buyer as "Käufer":

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer zustehen.

Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt: a) Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren. b) Verbleibt ein von Eigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Käufer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltswerte schon jetzt an uns abgetreten.

Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären.

Übersteigt der Wert der uns eingeräumten Sicherheiten unsere Forderungen um mehr als 10%, so werden wir auf Verlangen des Käufers insoweit Sicherheiten nach unserer Wahl freigeben.

Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

Article 8: Payment

1. MG Fruit's invoices shall be paid within the period stated on the invoices. Payment shall be made unconditionally without suspension, discount or offsetting for whatever reason. The Buyer shall refrain from imposing an attachment on its own assets in respect of a counterclaim against its creditor (in Dutch: "eigenbeslag").
2. The Buyer shall be in default by the expiry of the payment term without any notice of default being required. If the Buyer is in default of making any payment, all claims of MG Fruit against the Buyer shall be fully and immediately due and payable. The Buyer shall be liable to pay default interest at 1% per month or part of a month during its period of default in paying outstanding debts.
3. In case of extrajudicial collection, the Buyer shall be liable for the actual collection costs that MG Fruit incurs as well as the principal sum and the late payment interest. The extra-judicial collection costs shall be at least 15% on the first € 5,000.00 (with a minimum of € 250.00), 10% on the excess up to € 10,000.00, 8% on the excess up to € 20,000.00, 5% on the excess up to € 60,000.00 and 3% on the excess above € 60,000.00. The legal costs shall not be limited to the assessed costs of the proceedings, but shall be borne in full by the Buyer if it is judged to be entirely or mainly in the wrong.
4. Further to a relevant request from MG Fruit, which request can be made both prior to and during execution of the Agreement, the Buyer shall make a full or partial advance payment or, alternatively, provide sufficient security for its own account for the fulfilment of its obligations. The expression "sufficient security" shall in any case mean a bank guarantee to be produced at MG Fruit's first request issued by a reputable Dutch bank totalling 110% of the amounts payable by the Buyer (100% of these amounts plus a 10% surcharge for interest).
5. MG Fruit shall be entitled to retain goods, documents and monies against any Person at the Buyer's expense and risk until such time as the Buyer has completely fulfilled all its obligations towards MG Fruit for whatever reason. All goods, documents and monies that MG Fruit has received or will receive for whatever reason shall serve as security for all claims that it has or will acquire against the Buyer.
6. MG Fruit shall be entitled at any time to offset any amounts that it owes the Buyer or any of its affiliated Persons ("the Buyer et al."), for whatever reason, against the amounts that MG Fruit or any of its affiliated Persons ("MG Fruit et al.") claim from the Buyer et al. The entitlement to offset within the meaning of this paragraph shall also apply if the payment of the claims is not yet enforceable and if the performance MG Fruit et al. can claim does not correspond to its debt.

Article 9: Suspension, termination

1. Without prejudice to its other rights under the law and/or the Agreement and/or these terms and conditions, MG Fruit shall be entitled to suspend its obligations or, without this requiring any notice of default or judicial intervention, to terminate all or part of the Agreement by means of

written notification to the Buyer if: (a) the Buyer fails to comply on time or properly with any obligation under the Agreement and/or (b) MG Fruit has good reason to believe that the Buyer will fall short in fulfilling one or more of its obligations and/or (c) the Buyer has been declared bankrupt, is the subject of bankruptcy proceedings, has been granted suspension of payments, whether provisional or not, or has applied for suspension of payments, or is subject to a statutory debt restructuring programme or if this has been requested, the Buyer's business is being liquidated or the Buyer's goods are subject to enforcement or pre-judgment attachment which has not been lifted within one month of the date of attachment.

2. If, pursuant to both the law and the Agreement and these terms and conditions, the Buyer's default only starts after it has been given notice of default, MG Fruit, in the case provided for in paragraph 1 under (a) of this article, shall not terminate all or part of the Agreement until it has sent the Buyer a written warning stating a reasonable period for compliance and the Buyer has failed to comply during this period.
3. In case it terminates all or part of the Agreement, MG Fruit shall not be liable for compensation and all its claims against the Buyer shall be payable immediately and in full.

Article 10: Force majeure

1. The following shall be considered "force majeure" (a non-attributable shortcoming) for the purpose of these terms and conditions: any circumstance not subjectively attributable to a fault of MG Fruit making it impossible or practically too problematic for MG Fruit to fulfil or to continue fulfilling its obligation or part thereof including but not expressly limited to complete or partial failed harvests, plant diseases, vermin infestation, force majeure and/or breach of contract ("attributable non-performance") and/or unlawful actions on the part of MG Fruit's suppliers or carriers or by other third parties involved in implementing the Agreement, abnormal weather conditions, frost, storm damage and other damage caused by natural disasters, strikes, transport difficulties, epidemics, fire, theft, war and danger of war, terrorism, Government measures such as import, export and transit bans, levies, import duties and quota systems.
2. In the event of force majeure, MG Fruit shall be entitled to suspend fulfilment of its obligation or part thereof without the Buyer being entitled to demand fulfilment or compensation. If the period of force majeure exceeds two months, each Party shall be entitled to terminate all or part of the Agreement without being liable for compensation on the understanding that MG Fruit shall still be entitled to a proportionate share of the price if it fulfils part of its obligation before or after the occurrence of force majeure. MG Fruit shall also be entitled to invoke force majeure if this occurs after it should have fulfilled its obligation.

Article 11: Liability and indemnity

1. Without prejudice to aforementioned provisions in these terms and conditions, the following rules shall apply regarding MG Fruit's liability for damage sustained by the Buyer and/or third parties and regarding the indemnity of MG Fruit by the Buyer.
2. MG Fruit's overall liability for whatever reason shall be limited to the amount which is paid out in the particular case under the liability insurance that it has concluded, increased by the amount of the deductible for which the insurers shall not be liable under the policy conditions. If no payment is made under this insurance policy for any reason whatsoever, MG Fruit's overall liability for whatever reason shall be limited to the net invoiced amount of the Products in question, namely the price excluding value added tax and other taxes and charges and excluding transport costs, with a maximum of 5,000 euros.
3. MG Fruit shall only be obliged to compensate damage to persons and property as described in the conditions of its liability insurance policy. MG Fruit shall therefore not be liable for - and the Buyer shall be required to insure itself against - among other things indirect damage,

- consequential damage, trading losses, business interruption losses, loss of profits, lost savings, loss due to claims from the Buyer's customers, loss of customers, reduced goodwill and damaged reputation.
4. Without prejudice to the aforementioned provisions in this article, MG Fruit's liability for Products that it purchased from third parties shall not exceed the liability of these third parties towards MG Fruit.
 5. MG Fruit shall not be liable for any shortcomings of third parties that it engages for carrying out this Agreement.
 6. Insofar as fulfilment by MG Fruit is not permanently impossible, MG Fruit shall only be liable for an attributable shortcoming in fulfilling an obligation if the Buyer has declared MG Fruit to be in default without delay and in writing stating precisely the nature of the shortcoming and has set a reasonable deadline to remedy the shortcoming and MG Fruit also remains in attributable default in fulfilling its obligation after expiry of this deadline.
 7. A condition for the right to compensation shall at all times be that the Buyer informs MG Fruit of the damage in writing without delay, but no later than 14 days after the Buyer has become aware or should reasonably have become aware of the damage.
 8. Any legal action shall be instituted no later than one year after the timely reporting of the damage, subject to forfeiture of all rights.
 9. The Buyer shall indemnify MG Fruit against any type of liability that may rest on MG Fruit vis-à-vis third parties with respect to Products that MG Fruit has delivered or shall deliver. The Buyer shall reimburse MG Fruit for the reasonable costs of defending against third-party claims.
 10. MG Fruit shall refrain from invoking any limitation on its liability and the Buyer shall not be obliged to indemnify MG Fruit insofar as the damage results directly from wilful intent or deliberate recklessness on the part of MG Fruit or its management executives.
 11. The aforementioned rules shall not apply insofar as provisions of mandatory law prevent this.

Article 12: Applicable law, disputes

1. Without prejudice to the contents of article 7, paragraphs 4 and 5 of these terms and conditions, the legal relationship between the Parties shall be governed by Dutch law with the inclusion of the Vienna Convention on Contracts for the International Sale of Goods.
2. Except where this is opposed by mandatory law, all disputes that may arise between the Parties in relation to or in connection with an Agreement and/or these terms and conditions shall in the first instance be settled exclusively by the District Court of Rotterdam (proceedings on the merits) or the Preliminary Relief Judge of the District Court of Rotterdam (summary proceedings and other preliminary relief), without prejudice to MG Fruit's right to submit such a dispute to any other competent court.
3. Without prejudice to paragraph 2 of this article, MG Fruit shall be entitled at all times to have such a dispute settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Rotterdam. The arbitral procedure shall be conducted in the English language. The arbitral tribunal shall make its award in accordance with the rules of law.

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