

GENERAL CONDITIONS

Global Fruit Survey B.V.

registered in the Commercial Register of the Chamber of Commerce in Rotterdam under number 51086158

Article 1 - Definitions

In these general conditions the following terms are used in the following meaning (unless it is expressly stated otherwise):

GFS: Global Fruit Survey B.V., registered in the Commercial Register under number 51086158;

Client: the other party of GFS;

Inspection: execution of the order by or on behalf of GFS;

Term of Inspection: time or term in which GFS executes the order.

Article 2 - General

1. These general conditions apply to all and any offers and agreements between GFS and a Client to which GFS declares these conditions applicable, insofar as parties did not expressly and in writing deviate from these conditions, as well as to all and any offers addressed afterwards by GFS to the Client and all and any agreements concluded between GFS and the Client.
2. The present conditions also apply to all and any agreements with GFS, for which third parties are engaged for the execution.
3. General conditions of the Client only apply if it has been agreed expressly and in writing that these apply to the agreement with the exclusion of the present conditions. In that case any conflicting stipulations in the general conditions of GFS and those of the Client will only apply between parties, if and insofar as they are a part of the conditions of GFS.
4. If one or more stipulations in these general conditions are null and void or are cancelled, the remaining stipulations will remain fully applicable. GFS and Client will then consult in order to agree instead of the stipulations that are null and void or have been cancelled, replacing stipulations, which correspond as much as possible with the aim and purpose of the original stipulation.

Article 3 - Offers; conclusion of agreements

1. All offers are without engagement, unless a term for acceptance is stated in an offer; they are valid during thirty days, unless indicated otherwise. GFS is only bound to offers if an agreement is concluded.
2. Agreements between GFS and the Client are only concluded if GFS either accepted an order in writing, or commenced the execution of the order. This also applies if GFS did not supply an offer with regard to the agreement.
3. If the acceptance of an offer deviates on points of minor importance from the offer, GFS is not bound thereto. The agreement is then not concluded in correspondence with this deviating acceptance, unless GFS indicates otherwise.
4. Prices in offers of GFS are exclusive of VAT and other official levies and exclusive of any shipping, transport and packaging expenses, unless it has been expressly stated otherwise.
5. A composite quotation does not oblige GFS to the Delivery of a part of the services included in the offer at a corresponding part of the price quoted.
6. GFS may pass on the price increases if significant increases in price occurred between the moment of the offer and the execution of the agreement regarding for example rates of exchange, wages and other expenses that are a part of the expenses of GFS.
7. If the increase in price amounts to more than 10%, the Client will be entitled to dissolve the agreement, unless this increase in price is the result of an amendment in the agreement or results from an authorisation thereto pursuant to the law.
8. Offers do not automatically apply to follow-up orders.

Article 4 - Execution of the agreement

1. All of GFS's inspections and services shall be performed on the basis of a best efforts obligation.
2. GFS will execute the agreement to the best of its insight and ability and in accordance with the demands of good expertise, all this on the basis of the state of science known at that moment and in correspondence with the demands applying thereto in normal commerce, also with regard to impartiality.
3. Unless it has been agreed otherwise, the Inspection will take place by the transfer of a report on the activities, findings and conclusions, in which regard GFS may at its own discretion or in conformity with the agreement supply interim reports.
4. If and insofar as a good execution of the agreements requires this, GFS will be entitled to have parts of the agreement executed by third parties, c.q. to engage the assistance of third parties in conformity with expenses agreed on.

GENERAL CONDITIONS

5. The Client will see to it that GFS will be in time supplied with all data, of which GFS states or of which the Client should in fairness understand that these are necessary for a good execution of the agreement. If GFS has not received the relevant data in time, it will be entitled to suspend the execution of the agreement and/or to charge the extra expenses resulting from the delay to the Client.
6. GFS is not liable for damages, of any nature whatsoever, which are the result of the fact that GFS started from incorrect and/or incomplete data, supplied by the Client or an agent of the Client, unless this incorrectness or incompleteness should be known to GFS.
7. If it has been agreed that the agreement will be executed in phases, GFS may suspend the execution of the parts that belong to a following phase, until the Client has approved in writing the results of the previous phase.
8. If in the framework of the order activities are conducted by GFS (or by third parties engaged by GFS) at the location of the Client or a location indicated by the Client, the Client will provide free of charge the facilities desired in fairness by these employees.
9. Only the Client may towards GFS exercise claims (insofar as these have not been expressly excluded or limited by GFS) with regard to the order given and the Delivery; results therefrom are only destined to be used by the Client.
10. Acceptance of orders by GFS will never relieve the Client of its responsibility to take the best care possible with regard to goods to which the order relates.
11. The Client safeguards GFS from any claims of third parties, which suffer damage in connection with the execution of the agreement, for which the Client is accountable.

Article 5 – Delivery and Term of Delivery

1. If GFS indicated a term for Inspection, this is indicative. A Term of Inspection indicated will therefore never be a fatal term. If a term is exceeded, the Client has to declare GFS in default in writing.
2. If GFS needs data from the Client in the framework of the execution of the agreement, the Term of Inspection begins after the Client made these available to GFS.
3. GFS is entitled to a partial Inspection, unless this has been deviated from in the agreement or the partial Inspection has no independent value. GFS is entitled to invoice such Inspections separately.

Article 6 - Examination, complaints

1. The Client is obliged to examine (cause the examination of) the goods inspected at the moment of inspection, but at any rate at an as short as possible notice. The Client has to examine if the Inspection corresponds with what has been agreed, or meets the demands applicable thereto in normal commerce.
2. Any immediately knowable shortcomings have to be notified to GFS in writing within 24 hours after Inspection. Not immediately knowable shortcomings have to be notified within three weeks after having been discovered, but not later than within two months after Inspection.
3. Also if claims are filed in time pursuant to the previous paragraph, the Client remains obliged to pay.

Article 7 - Secrecy

GFS will keep all and any information regarding the Client and regarding the agreement a strict secret, insofar as such does not stand in the way of a good execution of the agreement and except for legal obligations to disclosure. GFS will impose a corresponding obligation on the client, its workers and third parties that it engages for the execution of the agreement.

Article 8 – Storage

GFS will carefully store all essential information and documentation with regard to the agreement for a period of five years after termination of the agreement. GFS will impose a corresponding obligation on third parties that it engages for the execution of the agreement. Perishables will, insofar as in fairness possible, be stored for a maximum of twelve months in consultation with and at the expense of the Client.

Article 9 - Adjustment of the agreement

1. If it appears during the execution of the agreement that for a proper execution of the agreement it is necessary to adapt the services to be delivered and/or to amend the activities to be conducted, parties will amend the agreement in time and in good mutual consultation.
2. If parties agree that the agreement is amended and/or completed, the time of Inspection may be affected thereby. GFS will inform the Client as soon as possible thereof.
3. If the amendment and/or completion of the agreement has any financial and/or qualitative consequences, GFS will inform the Client thereof in advance. If a fixed tariff has been agreed on, GFS will indicate to which extent the amendment or completion of the agreement will result in an exceeding of this fixed tariff.

GENERAL CONDITIONS

4. As a deviation from the stipulations in this regard, GFS may not charge any additional costs if the amendment or completion is the result of circumstances for which GFS is accountable.

Article 10 - Payment

1. Payment has to take place within 14 days after the invoice date in a manner to be indicated by GFS, in the currency of the invoice. Any objections to the amount of the invoices do not suspend the obligation of payment.

2. If the Client is in default to pay within the applicable term, the Client will be legally in default. Client will then owe an interest of 1% per month, unless the actual interest is higher, in which event the legal interest applies. The interest on the amount to be claimed will be calculated as from the moment that the Client is in default until the moment of payment of the total amount.

3. GFS is entitled to destine the payments made by the Client in the first place as payment for the expenses, then as payment for interest due and finally as payment of the principal of the oldest claim claimable and the current interest. GFS may, without being in default as a result thereof, refuse an offer of payment, if the Client should indicate another order for the attribution. GFS may refuse the complete payment of the principal, if not also the interest due and the current interest as well as the expenses are paid.

4. If the payment takes place within 7 days after the invoice date, GFS will not charge a surcharge for administration costs. If the payment takes place after 7 days, the Client will owe a surcharge of 2% administration costs, interest and additionally all the judicial and extrajudicial costs in connection with the collection of the claim unless parties agree otherwise in writing.

5. GFS is always entitled to require payment in advance or a guarantee for the remunerations to GFS agreed on, also if the agreement originally comprised a later payment.

Article 11 - Collection costs

1. If the Client is in default regarding the (timely) fulfilment of his obligations, all fair judicial and extrajudicial costs to obtain payment will be at the expense of the Client. In the event of a collection the Client will at any rate owe collection costs, with a minimum of EUR 200.00 per event.

2. If GFS has incurred higher expenses, which were in fairness necessary, these also qualify for compensation.

3. Any judicial and extrajudicial execution costs incurred will also be at the expense of the Client.

Article 12 - Reservation of ownership

1. All goods inspected by GFS, also including any reports, certificates, photographs, sketches and drawings, films, software, (electronic) files etc. remain the property of GFS until the Client fulfilled all obligations from all agreements concluded with GFS.

2. The Client is not entitled to pawn or encumber with the power of disposition under law of property in any other way the matters included in the reservation of ownership, or to give these to third parties.

3. If third parties attach the matters delivered under the reservation of ownership, or want to establish or exercise any rights thereon, the Client is obliged to inform GFS thereof immediately.

4. Matters delivered by GFS, which are included in the reservation of ownership pursuant to the stipulations under paragraph 1 of this Article, may only be used and/or delivered further in the framework of a normal conduct of business.

5. In the event that GFS wants to exercise its ownership rights indicated in this Article, the Client gives his unconditional and irrevocable consent to GFS or to third parties to be indicated by GFS to enter all those places where the properties of GFS are situated and to take these matters back.

Article 13 - Guarantee

1. GFS guarantees that the services to be delivered meet the usual demands and standards that may be required thereof in normal commerce.

2. If the services delivered do not meet these guarantees, GFS will, if possible, within a reasonable term after a complaint in writing by the Client, see to correction. In that event the Client already now undertakes to return the matters delivered, like reports, certificates and such, to GFS and to provide GFS with the ownership.

3. The guarantee mentioned here does not apply if the defect is caused as a result of inexpert or improper use or when, without the written consent of GFS, the Client or third parties have applied or tried to apply changes to the matters delivered or have used these for purposes for which the matters delivered are not destined.

4. If the guarantee given by GFS regards a service that was (also) delivered by a third party in conformity with the agreement between GFS and the Client, the guarantee is to that extent limited to the guarantee given by the relevant third party.

GENERAL CONDITIONS

Article 14 - Suspension and dissolution

1. GFS is entitled to suspend the fulfilment of the obligations or to dissolve the agreement, if:
 - a. The Client does not or not completely fulfil the obligations from the agreement;
 - b. Circumstances that became known to GFS after the agreement has been concluded give good ground to fear that the Client will not fulfil the obligations. In the event that there is a good ground to fear that the Client will fulfil his obligations only partially or not properly, the suspension is only allowed insofar as the shortcoming justifies this;
 - c. When concluding the agreement the Client was asked to give a security for the fulfilment of his obligations from the agreement and this security is not given or is insufficient;
 - d. The Client proceeds to liquidation, dissolution or estate cession, transfer or contribution or discontinuation of its enterprise, dies, if bankruptcy or suspension of payment or legal restraint or the application of a debt restructuring arrangement of the Client is applied for, or if (a part of) the capital of the Client is attached.
2. Furthermore GFS is entitled to dissolve (cause the dissolution of) the agreement if circumstances occur that are of such a nature that fulfilment of the agreement is impossible or can no longer be required as to standards of reasonableness and fairness or if otherwise circumstances occur that are of such a nature that the unchanged maintenance of the agreement cannot in reasonableness be expected.
3. If the agreement is dissolved, the claims of GFS on the Client are immediately claimable. If GFS suspends the fulfilment of the obligations, it will continue to be entitled to its claims under the law and the agreement.
4. GFS will always keep the right to claim compensation.

Article 15 - Liability

1. If the performance delivered by GFS is faulty, the liability of GFS towards the Client is limited to what is stipulated in these conditions under "Guarantees"; any other liability is expressly excluded, except insofar as this cannot be excluded pursuant to imperative law.
2. If GFS is liable for direct damage, that liability is limited to a maximum of the amount of the benefit to be paid by the insurer or (insofar as GFS is insured for the relevant liability), at any rate to a maximum of the invoice amount.
3. By direct damage is exclusively understood:
 - a. the fair expenses to establish the cause and the size of the damage, insofar as this establishment regards damage in the sense of these conditions;
 - b. any fair expenses incurred to make the faulty performance of GFS meet the agreement, unless GFS cannot be held accountable for this defect;
 - c. fair expenses, incurred to prevent or limit the damage, insofar as the Client proves that these expenses led to a limitation of direct damage as meant in these general conditions.
4. GFS is never liable for indirect damage, also including consequential damage, loss of profit, loss of savings and damage by business stagnation.
5. The limitations of the liability for direct damage included in these conditions do not apply if and insofar as the damage is due to intent or gross fault of GFS or its subordinates or agents, or liability cannot be otherwise legally excluded or limited, without prejudice to the stipulations in Article 16.

Article 16 – Limitation

Claims regarding fulfilment, guarantees and liability are barred by limitation after twelve months to be counted as from the date of completion of the execution of the agreement.

Article 17 - Force majeure

1. Parties are not obliged to fulfil any obligation, if they are unable to do so as a result of a circumstance that is not caused by fault, nor pursuant to the law, a legal transaction or the opinions in commerce at their account.
2. By force majeure is understood in these general conditions, apart from what is included in this regard in the law and jurisprudence, all causes coming from outside, foreseen or unforeseen, that are beyond the control of GFS, but as a result of which GFS is not able to fulfil its obligations. Strikes in the company of GFS are included therein.
3. GFS is also entitled to appeal to force majeure, if the circumstance preventing (further) execution presents itself after GFS should have fulfilled its obligation.
4. Parties may suspend the obligations from the agreement during the period that the force majeure continues. If this period lasts longer than thirty days, each party is entitled to dissolve the agreement, without the obligation to pay damages to the other party.
5. Insofar as GFS at the time when the force majeure occurred meanwhile partly fulfilled its obligations from the agreement or will be able to fulfil these, and the part fulfilled or to be fulfilled has an independent value, GFS is

GENERAL CONDITIONS

entitled to invoice the relevant part separately. The Client is obliged to pay this invoice as if it was a separate agreement.

Article 18 - Safeguarding

1. The Client safeguards GFS from claims of third parties, on any basis whatsoever.
2. If the Client provides GFS with information carriers, electronic files or software and such, the Client guarantees that the information carriers, electronic files or software are free from viruses and defects.

Article 19 - Intellectual property rights and copyrights

1. Without prejudice to the other stipulations in these general conditions, GFS reserves the rights and powers to which GFS is entitled on the basis of generally binding rules to protect intellectual and industrial property rights.
2. The Client is not entitled to apply changes to the matters delivered, unless it follows otherwise from the nature of the matters delivered or it has been agreed otherwise in writing.
3. Reports, certificates, designs, sketches, drawings, photographs, films, software and other materials or (electronic) files, realised by GFS in the framework of the agreement, remain the property of GFS, until the Client fulfilled all obligations from all agreements concluded with GFS.
4. GFS reserves the right to use any knowledge acquired by conducting the activities for other purposes, insofar as no confidential information will be brought to the knowledge of third parties.

Article 20 - Disputes

1. The judge in the district where GFS is established is exclusively competent to take notice of any disputes between GFS and the Client. Nevertheless GFS is entitled either to submit the dispute to a legally competent judge, or to arbitration in conformity with the Netherlands Arbitration Institute.
2. Parties will only appeal to the judge (c.q., in conformity with the stipulations in paragraph 1, to arbitration) after they have done their utmost to settle a dispute in mutual consultation.

Article 21 - Applicable law

The legal relationship between GFS and the Client is exclusively governed by Dutch law.

Article 22 - Change and location of the conditions

These conditions have been deposited at the office of the Chamber of Commerce in Rotterdam. Applicable is always the version deposited most recently or the version as this applied at the time of the realisation of the offer c.q. the agreement.