

GENERAL SUPPLY CONDITIONS

1. These are the general supply conditions of Agrana Fruit Belgium NV, a company duly organized and existing under the laws of Belgium, having its registered office at 3560 Lummen, Klaverbladstraat 11, with company no. 0432.893.182, with VAT no. BE 0432.893.182 (AF Belgium).

2. These general supply conditions apply to any and all quotations, order confirmations and sales contracts made out or entered into by AF Belgium. These general supply conditions shall supersede any general terms and conditions of the Purchaser, unless explicitly agreed upon otherwise in writing. Even in the event the general terms and conditions of the Purchaser would apply, the present general supply conditions shall supplement such general terms and conditions as to any provision, in whole or in part, not covered in full by such general terms and conditions.

3. A quotation, order confirmation or supply contract made out or entered into by AF Belgium is solely based on the information received from the Purchaser. In the event such information is incomplete, inaccurate or erroneous, any and all differences in price and/or any and all additional costs shall be borne by the Purchaser. Quotations shall be open for acceptance by the Purchaser for a maximum period of eight (8) Business Days, unless a longer period is set forth in the quotation. AF Belgium is entitled to cancel or amend a quotation at any time prior to acceptance by the Purchaser. Quotations are in EURO and shall only include the net sales price of the Products, excluding any tax, duty, levy or similar fiscal charge and excluding any freight-, transport-, handling-, storage-, picking-, packaging-, labelling-, insurance or any other cost.

4. A Purchase Order is binding upon the Purchaser and shall not be subject to amendment or cancellation. An amendment of a Purchase Order shall be deemed a cancellation of such Purchase Order, unless accepted by AF Belgium in writing or by performance. The MOQ per Purchase Order is one or more pallets. In the event of cancellation of an order by the Purchaser, the Purchaser shall fully indemnify AF Belgium against all damages incurred and/or losses suffered by AF Belgium as a result of or in connection with such cancellation, including lost margin, inspection-, freight-, transport-, handling-, storage-, picking-, packaging-, labelling-, depreciation-, destruction- and/or other costs. Any cost demonstrated by AF Belgium with an invoice shall be reimbursed by the Purchaser at first request. Margin lost by AF Belgium shall be estimated at a lump sum of 30% of the Price of the relevant Products, without prejudice to a claim for the actual margin lost. AF Belgium shall only be bound by an order upon written order confirmation by AF Belgium.

5. The price is the net selling price of the Products, exclusive of all taxes, duties, charges or similar fiscal charges and exclusive of all freight, transportation, handling, storage, order picking, packaging, labelling, insurance or other costs. AF Belgium is entitled at any time to increase the purchase price of the Products according to the following formula: $p = P \times ((a \times s/S) + (b \times i/I) + (c \times t/T) + (d \times e/E) + f)$, where p = new price, P = agreed price, $a = 50\%$ (estimated share of s/S in the purchase price), s/S = level of increase in the total cost of raw materials within AF Belgium between the date on which the purchase price was agreed and the date on which the increase in the purchase price is applied, $b = 10\%$ (estimated share of i/I in the purchase price), i/I = level of increase in total labor costs within AF Belgium between the date on which the purchase price was agreed and the date on which the increase in the purchase price is applied, $c = 10\%$ (estimated share of t/T in the purchase price), t/T = level of increase in total transportation costs within AF Belgium between the date on which the purchase price was agreed and the date on which the increase in the purchase price is applied, $d = 10\%$ (estimated share of e/E in the purchase price), e/E = level of increase in total energy costs within AF Belgium between the date on which the purchase price was agreed and the date on which the increase in the purchase price is applied, $f = 20\%$.

6. Unless explicitly agreed upon otherwise in writing, all Products shall be delivered by AF Belgium - FCA cold store (Incoterms 2000). Any services ordered by AF Belgium not included in the agreed Incoterm shall be deemed ordered by AF Belgium as an agent of the Purchaser, on behalf and for the account of the Purchaser, and any costs connected to such services shall be borne by the Purchaser. AF Belgium endeavors to deliver the Products at the delivery time agreed upon. The Purchaser shall fully and effectively indemnify AF Belgium against all damages, losses and costs incurred and/or suffered by AF Belgium as a result of or in connection with a default in the receipt of delivery of the Products, including but not limited to all inspection, freight, handling, storage, depreciation, destruction and/or other costs incurred by AF Belgium in connection with such default. Any cost demonstrated by AF Belgium with an invoice shall be reimbursed by the Purchaser at first request. If the period of 7 calendar days is exceeded after the agreed collection date of the goods at the indicated cold store, AF Belgium reserves the right to cancel the order and to take back the reserved stock. The fee charged to the Purchaser for this is EUR 150 per collection.

7. The Purchaser shall inspect the Products and shall notify AF Belgium of any visible defect, at the latest upon actual delivery of the Products, failing which the Purchaser shall be deemed to have accepted the Products. Any non-visible defect shall be notified to AF Belgium in writing within five (5) Business Days following the date the Purchaser should have reasonably discovered such non-visible defect, failing which the Purchaser shall be deemed to have accepted the Products. AF Belgium shall only be liable for foreseeable damages directly and immediately resulting from an attributable default of AF Belgium in the performance of its obligations under this Framework Supply Agreement. AF Belgium shall never be liable for any indirect,

special or consequential loss or damage, such as loss of profit, loss of sales, loss of production, penalties, loss of goodwill and/or reputational damages. Any civil liability claim relating to a defect or non-conformity in the delivery of Products, not brought before the competent court within 60 Business Days following the moment of notification in accordance with this article, shall be considered as waived. In the event of a defect, AF Belgium, at its discretion, shall replace the defective Products within a reasonable timeframe or terminate the relevant sales contract and repay the purchase price. AF Belgium shall not be liable for any indirect, special or consequential damage, such as loss of profit, loss of goodwill, loss of availability or use, loss of production, loss of image and/or loss of data.

8. Title of ownership as to the Products shall only pass to the Purchaser upon full payment of the purchase price. The risk of loss as to the Products shall pass to the Purchaser at the time of delivery according to the agreed Incoterm.

9. AF Belgium warrants that, at the time of delivery in accordance with the agreed Incoterm, the Products shall conform to the sales contract entered into by the parties and the specifications agreed upon from time to time by the parties, be within shelf life and of mercantile quality, conform to relevant and applicable Belgian, European and WHO rules and regulations on Product safety, transport, labelling, packaging and trade, be accompanied by all documents, certificates, permits, instructions or any other information required by law in order to enable resale and/or processing of the Products, and be free of third-party rights and/or other encumbrances. AF Belgium grants no other warranties as to the Products.

10. AF Belgium shall apply e-invoicing. Invoices of AF Belgium are payable at its registered office. Invoices are due within 30 days following the invoice date (credit limit) or prepaid on order confirmation (no credit limit). In the event of overdue payment, AF Belgium is entitled to default interest on the outstanding invoice amount calculated at the legal interest rate applicable in Belgium (Law 02/08/02), as well as a lump sum indemnification for extrajudicial recovery costs calculated at 15% of the invoice amount. Overdue payment of one or more invoices shall result in all outstanding invoices of AF Belgium becoming due without prior notice and with immediate effect. The legal interest rate applicable in Belgium (Law 02/08/02) is the refinancing interest rate of the European Central Bank, augmented with 8 points and rounded to the higher point (http://treasury.fgov.be/rente_nl.htm). In the event AF Belgium is requested to issue a credit or debit note for an amount equal to or lower than EUR 15.00, AF Belgium is entitled to an administration cost of EUR 150.00 per note.

11. In the event the Purchaser is in breach of one or more of its obligations under any agreement the parties may have, AF Belgium is entitled, without prior notice and effective immediately, at its discretion, to suspend performance of its own obligations under such agreement until such breach is remedied by the Purchaser, or to terminate the agreement. AF Belgium is entitled, without prior notice and effective immediately, to set off any payment obligation owed by the Purchaser to AF Belgium under any agreement the parties may have entered into against any obligation owed by AF Belgium to the Purchaser, whether or not due, regardless of the place of payment or currency of the obligation. The Purchaser agrees that AF Belgium has the right to deduct any debt due before its due date from the amount due to the Purchaser in the event that the Purchaser is adjudicated bankrupt or insolvent, or corporate reorganization, insolvency proceedings, liquidation proceedings or similar proceedings are instituted or threatened to be instituted by or against the Purchaser. The Purchaser waives its right to suspend its obligations or to set off its payment obligations under any supply contract against any claim the Purchaser may have against AF Belgium.

12. A Force Majeure Event is any circumstance beyond the reasonable control of the parties that renders the performance of a party's obligations under a sales contract temporarily or permanently impossible, including, but not limited to, fire, flood, extraordinary weather conditions, embargoes, blockades, legal restrictions, riots, government measures, epidemic, pandemic, terrorist threats or actions and war. The party affected by the Force Majeure Event shall notify the other party without unreasonable delay of the Force Majeure Event, the impact of such Force Majeure Event on the performance of its obligations under a sales contract and the measures taken to mitigate such impact to the extent reasonably possible. In the event the Force Majeure Event renders the performance of the obligations of the affected party temporarily impossible, the performance of such obligations shall be suspended for the duration of the Force Majeure Event and a reasonable reorganization term, and any delivery time agreed upon shall be automatically extended for an equal period without recourse. In the event the Force Majeure Event renders the performance of the obligations of the affected Party permanently impossible, or the term of the temporary impossibility exceeds a period of thirty (30) consecutive calendar days, either Party shall have the right to terminate the relevant Sales Contract with recourse. The performance of a payment obligation of a Party shall never be affected by a Force Majeure Event.

13. Belgian law applies. The Courts of Antwerp, department Hasselt, shall have jurisdiction.