

DELIVERY AND PAYMENT CONDITIONS

of cooperative association Coöperatie “Nautilus” U.A.
with registered office in 8251 KB Dronten at Havenweg 11c,
hereinafter to be called Nautilus

These conditions shall apply to all our advices, offers, sales and mediation agreements, insofar as we have not explicitly deviated from these conditions in the written contract or in our written confirmation of the agreement.

I General

Article 1

- 1.1 Nautilus is a GMO – a recognised growers’ association in the form of a Cooperative and acts, in conformity with its Articles of Association and in accordance with the GMO regulations, by means of bundling of forces in the context of cultivation, market-oriented positioning and product improvement, for and/or on behalf of its members in the market of sale and purchase of organic vegetables. Except for the provisions of Article 10.1 and 11, an agreement with us shall only be definitively established by our written confirmation by letter, fax or email or by our signing of the contract offered.
- 1.2 Our agents are not authorised to bind us unconditionally. They are only authorised to mediate, buy and sell on the condition of our approval.
- 1.3 All our price quotations are completely free of obligation, unless stated otherwise in the price quotation.

Article 2

- 2.1 In the event of variations or contrariety between these delivery conditions and the conditions of our counterparties, our conditions shall prevail.
- 2.2 In case of a dispute concerning the meaning of the translation of our conditions, the Dutch version shall be determinant.

Article 3

- 3.1 All our agreements shall be governed by Dutch law. Our agreements are entirely carried out in the Netherlands, since the delivery and the payment of goods takes place in Dronten.
- 3.2 The provisions of the Vienna Sales Convention, insofar as applicable, are excluded.
- 3.3 Except for the disputes, referred to in Article 4.2 of these conditions, all of the disputes that result from our agreements, including claims for the payment of the overdue purchase price, shall exclusively be adjudicated by the court in Zwolle, Court Of Justice Branch Office Lelystad. In deviation of the foregoing, we shall be entitled to choose for adjudication by the court of the place of residence of the counterparty. Furthermore, in deviation of the respective arbitration regulations, for the disputes, referred to in Article 4.2, we shall be entitled to choose for disputes to be settled by the court in Zwolle, Court Of Justice Branch Office Lelystad.

Article 4

- 4.1 All of the agreements, established by means of our mediation, and all the other agreements, concluded with Nautilus, in regard with the sale of potatoes shall, for transborder

movement of ware and seed potatoes, be subject to the Trade Rules, the Survey Regulation and the Arbitration Regulation for the European Trade in Potatoes (RUCIP - Rules and Practices of the Inter-European Trade in Potatoes), for ware potatoes, be subject to the General Trade Conditions for Wholesale Potatoes, established by V.B.N.A. (Association for the Promotion of the Dutch Potato Trade) and VENEXA (Algemene Handelsvoorwaarden Groothandel in Aardappelen - AHV VBNA/VENEXA); for seed potatoes, be subject to the General Conditions Seed Potatoes, established by the Dutch Federation for the trade in Seed Potatoes and the Agricultural Board (Algemene Voorwaarden Pootaardappelen - AVP), for onions, be subject to the General Conditions Seed Onions (Algemene Voorwaarden Zaauijen - A.V.Z.), established by the Dutch Association of Distance Sellers in Vegetables and Fruit (Nederlandse Bond van Verzendhandelaren in Groenten en Fruit) and the Agricultural Board, for other vegetables, including carrots, be subject to the General Trade Conditions (Algemene Handelsvoorwaarden), established by the Industry Board for wholesale and intermediaries in vegetables and fruit, for transborder movement of vegetables, including carrots, be subject to the C.O.F.R.E.U.R.O.P. conditions of the Union du Commerce de Gros en Fruits et Légumes des Etats membres de la CEE, for grains, seeds and pulses, be subject to the Provisions of the Dutch Commodity Board for Grains, Seeds and Pulses (Federatie G.Z.P.) and for the transborder trade in grains, seeds and pulses, be subject to the FIS conditions. A copy of these conditions is available for perusal in our offices and will be sent at no cost upon request.

4.2 Except for our choice for the settlement of disputes by the court in Zwolle, Court Of Justice Branch Office Lelystad, in deviation of the dispute settlement of Article 3 paragraph 3, all of the disputes, resulting from the transactions, referred to in Article 4.1, shall be settled by means of arbitration under the conditions, applicable in pursuance of the regulation, and the arbitration committee in The Hague shall have exclusive jurisdiction, in first and in second instance, for RUCIP-contracts. For every other international dispute that is settled by means of arbitration, the Dutch arbitration committee, as referred to in the respective

conditions, shall have exclusive jurisdiction. Each arbitration procedure, including the oral proceedings, shall take place in the Netherlands. Each arbitration procedure shall be conducted in the Dutch language, or if the latter is in conflict with a mandatory regulation, the English language.

4.3 Our conditions shall prevail insofar as these conditions and the general conditions, referred to in 4.1, are in conflict.

Article 5

- 5.1 Our invoices, including the invoices, referred to in 14.2, shall be paid without offsetting or compensation, within 14 days after the invoice date. In case of non-payment within this period, or within the period further agreed upon, the purchaser shall be charged interest at a rate of 1.5% per month, whereby a part of a month shall be considered as a full month, without a notice of default being required.
- 5.2 Furthermore, we shall be entitled to, after the expiry of the payment period, commission our counsellor with the collection of our receivables as well as of the receivables, referred to in Article 17.2. All of the costs, both judicial and extra-judicial, resulting from the debt collection, shall be borne by the purchaser. The extra-judicial costs due shall be immediately applicable and payable, as from the periods, referred to in Article 5.1., under application of the rates according to the note to the Green Paper II (Voorwerk II), with a minimum of 500 euros.
- 5.3 If the invoices, referred to in Article 5.1, have not been paid within the aforementioned period, we shall be entitled to suspend any further deliveries and/or the implementation of agreements, until the outstanding invoices are paid or until a bank guarantee is provided, as a surety for the payment of the goods delivered and to be delivered. We may also require such a guarantee if we have well-founded reasons to doubt the solvency of the purchaser, without the need to provide further justification for this doubt.

- 5.4 If the client fails to pay the overdue invoice within 2 x 24 hours after having received a formal notice by mail, letter, telegram, fax and/or telex, we shall be entitled to cancel the agreement, insofar as it has not been carried out. In such a case, we reserve the right to demand payment for the entire loss resulting from the non-performance.

Article 6

- 6.1 Our liability and the liability of our members for losses, arisen in any way whatsoever, shall be excluded, unless and to the extent these losses are attributable to our intent or gross negligence. Under all circumstances, this liability shall be limited to a maximum amount of €2,500 per event.
- 6.2 All the communications and advices of Nautilus and its members are provided in good faith and to the best of their knowledge. However, compliance with any advice shall be at the risk of the receiver of the advice. Nautilus and/or its members reject all liability in this regard.

Article 7

- 7.1 Nautilus and its members shall be entitled to set-off all of their receivables towards their contracting partners against their payment obligations.

Article 8

- 8.1 If not otherwise agreed in writing, Nautilus always acts on behalf and in the name of its members. Unless otherwise agreed in writing, it never purchases and sells on its own behalf.

II Mediation

Article 9

- 9.1 The provisions of chapter II shall only apply to agreements, in respect of which Nautilus acts as a mediator.
- 9.2 Nautilus shall be entitled to wholly or partially refuse mediation assignments, without being held to indemnification in any form whatsoever.

Article 10

- 10.1 Mediation assignments are not bound by any form. By making and/or accepting offers (via) Nautilus, whether or not being a member of Nautilus, the client awards Nautilus with a mediation assignment.
- 10.2 We may split the implementation of accepted assignments, in respect of types, sizes as well as quantities.
- 10.3 When entering into an agreement with a counterparty, Nautilus cannot provide any assurance that the assignment will be carried out. Nautilus excludes any liability in this regard.
- 10.4 The clients shall fully indemnify Nautilus against claims of third parties in regard with the obligations, entered into or to be entered into by Nautilus on the basis of the assignment awarded, or which result from statutory provisions or regulations, imposed by any authority.

Article 11

11.1 Each agreement, entered into by mediation of Nautilus, will be followed by a written or electronic confirmation of the agreement. A written or electronic confirmation in the meaning of this Article shall mean both manually and mechanically written confirmations. This confirmation shall at least contain:

- a. the names of the clients;
- b. communications of the regulations and conditions, and possibly special conditions, applicable to the agreement;
- c. the nature of the transaction;
- d. the performance to be carried out;
- e. delivery and payment conditions;
- f. in case of written confirmations, the signature of the parties and the mediator, or if the parties are not present at the moment the confirmation is drawn up, the signature of the mediator on behalf of the parties.

11.2 Nautilus will store the confirmation in its records and/or computer system. Nautilus will provide a copy of the confirmation, upon request of the client or a third party involved. The confirmation of Nautilus and/or the electronic email registration in the records or computer of Nautilus shall be considered full evidence between Nautilus and the client and/or third parties and between the client(s) and/or third parties.

Article 12

12.1 Mediation assignments end by:

- a. implementation of the assignment;
- b. cancellation of the assignment by the client;
- c. cancellation by Nautilus;
- d. the expiry of the period, set for the implementation of the assignment, unless the parties previously agreed to extend this period.

- 12.2 The parties may also partially cancel assignments. If this possibility is being used, the assignment remains effective between the parties for the part that has not been cancelled. The client shall be fully bound by all of the actions of Nautilus, undertaken prior to the receipt of the cancellation.

Article 13

- 13.1 Nautilus shall be entitled to settle assignments that are awarded by two or more cooperating persons at its own discretion and to send invoices and make payments - including offsetting and compensation - to each of the cooperating persons for a part or to one of them for the whole amount, in all of which cases Nautilus will have fulfilled all its obligations and shall be duly discharged towards all of the clients.
- 13.2 The persons, who jointly entered into obligations towards Nautilus are each jointly and severally liable for the obligations they entered into, both for the main and the ancillary obligations, both towards Nautilus and towards third parties, insofar as the latter would have any rights. The person, who awards Nautilus with assignments in the capacity of representative of a third party, is responsible for, and together with his client, jointly and severally liable for the obligations, entered into towards Nautilus.

Article 14

- 14.1 Nautilus shall be entitled to a commission, as soon as the agreement has been concluded via the mediation of Nautilus. The commission shall be due, even if the mediated agreement is not or only partially carried out.
- 14.2 Nautilus is exclusively in charge of the invoicing. The purchaser can only make a liberating payment of the amounts, payable to the seller, to Nautilus. The purchaser is

held to pay, without offsetting or compensation, all the amounts, payable to the seller, into the bank account of Nautilus.

- 14.3 The commission shall be borne by the seller, unless the parties explicitly agreed otherwise in writing.

Article 15

All of the prices, commissions etc. shall be determined exclusive sales tax. The sales tax, calculated on the purchases, shall be payable by the purchasers at the value date and the purchasers shall be held to pay this sales tax at that date. In case of concurrence of purchases and sales, it is prohibited to offset the sales tax.

Article 16

- 16.1 At all times, Nautilus shall be entitled to, for its own benefit, demand the provision of an adequate surety from its clients for the fulfilment of their obligations, whereas the clients shall provide a surety upon the first request of Nautilus. The costs, associated with the provision of a surety, shall be borne by the client, providing a surety.
- 16.2 Furthermore, even after the provision of a surety, the aforementioned clients shall have the obligation to provide an additional surety for the benefit of Nautilus, upon the first request of the latter.

Article 17 Debt collection and surety

- 17.1 If the client fails to fulfil any obligation and/or conditions, resulting from these conditions and/or the agreement, entered into by means of mediation, Nautilus shall be entitled to immediately and fully claim all the amounts payable to Nautilus and the other party/parties, without any official notice being required.
- 17.2 In case one or more clients or third parties fail to fulfil their obligations, resulting from the agreements that are mediated by Nautilus, Nautilus shall be entitled, but not obligated, to act on behalf of the aggrieved client, both in legal proceedings and in extrajudicial matters, against the shortcoming party. Nautilus shall be entitled to conduct the proceedings at its own discretion. All of the associated costs shall be borne by the client, on whose behalf Nautilus has acted. Nautilus will recover these costs from the counterparty to the highest possible extent. The counterparty is held to pay all the legal costs, actually incurred, including the fees of barristers, solicitors and experts, to the aggrieved client. By entering into a mediation agreement with Nautilus, the clients grant Nautilus an irrevocable power of attorney to do so.
- 17.3 In order to secure the payment of all the amounts, payable by the client to Nautilus and the counterparty, for any reason whatsoever, Nautilus and the counterparty shall have a right of retention of title and pledge to all the amounts and objects of the client, which they have in their possession or which are kept by a third party for their benefit and Nautilus shall have a right of pledge to all the current and

future receivables, held by the selling client towards the purchaser, resulting from the agreements that are mediated by Nautilus. The right of pledge is established, solely by entering into the mediation agreement and by bringing the funds and/or objects in the possession of Nautilus and/or by informing the purchaser of the pledging. Nautilus informs the purchaser of the pledging.

- 17.4 If delivery has not yet taken place and the respective purchaser is not able or does not wish to provide a surety in pursuance of Article 16, Nautilus shall be entitled to dissolve the sales agreement or to resell the respective consignment on behalf of the purchaser. This transaction shall be deemed to be conducted on behalf of the purchaser, who acts as a seller in respect of this transaction. This provision does not affect the rights of the seller to suspend the deliveries and to recover the associated storage and processing costs from the purchaser.

Article 18

- 18.1 In case of sale on the basis of a sample, the seller is fully liable towards the purchaser for the sample he made available to Nautilus upon awarding the assignment. Nautilus shall not be liable for a sample in any case. Nautilus shall in no case be liable for losses as a consequence of inspection reports, prepared by or on behalf of Nautilus.
- 18.2 Nautilus shall not be responsible for the payments or debts of its clients towards their contracting parties or third parties. Each client is responsible for insuring his own default risks. Nautilus shall never be held to pay the purchase prices, losses, costs or interest etc., which a client or third party fails to pay to Nautilus, to the contracting partner of that client or third party.

Article 19

- 19.1 Furthermore, this agreement is subject to the provisions of chapter 3, where “Nautilus”, “our”, “we” and “seller” etc. shall not be understood as the cooperative Nautilus, but as the member or members of our cooperative, which sell and/or deliver the respective products.

III Sale

Article 20

- 20.1 Except for the provisions in Article 19, the provisions of chapter III, shall only apply to agreements in respect of which Nautilus acts as a seller.
- 20.2 The delivery of goods takes place from our own yard or, if the goods are not delivered via our own yard, from the yard of our members. The payment of the purchase price shall be made to Nautilus.

Article 21

- 21.1 The purchaser shall ensure that the goods he purchased shall be received, and if necessary, delivered on demand, at the agreed place and time, after timely consultations with the respective grower.
- 21.2 If it has been agreed that the quantity purchased shall be supplied for a particular period, the purchaser must call and receive regular, equal or almost equal quantities throughout this period. The purchaser must allow for a period of minimum 24 hours for each delivery and call.
- 21.3 If the purchaser does not strictly or fully comply with these obligations, the invoices will

be sent according to the schedule agreed upon and furthermore, insofar as the agreement has not been carried out, without being required to declare breach of contract, we shall be entitled to consider the agreement dissolved and to demand full loss compensation.

Article 22

- 22.1 The products supplied are subject to spoilage and keeping quality and food quality is largely dependent on the manner of storage, upon which we have no further influence after delivery of the goods. Therefore, upon delivery of the products, the purchaser should inspect the products offered for delivery, including conducting an inspection for internal flaws, by taking random samples and slicing them in half and measuring residues of, amongst others, pesticides, in order to determine whether the product meets the agreed requirements for quality. Any tared weighing shall take place at our company or - in case of delivery from the company of the grower - at the yard where the products are grown, unless explicitly otherwise agreed upon in writing.
- 22.2 In respect of externally and internally visible and measurable flaws, the purchaser may only file a complaint regarding the quality or the quantity of the goods supplied during actual delivery/after the acceptance inspection of the goods, i.e. during the loading of the goods on the vehicle supplied by the purchaser or, in case of carriage-free delivery, prior to the unloading of the goods.
- 22.3 If a purchaser refuses to receive our goods on the grounds that the goods are allegedly faulty, he is required to inform us as soon as possible by fax/email or risk waiving his rights. If Nautilus dismisses the complaint or, on working days, does not accept the complaint in writing within 1 hour, the purchaser must immediately have an independent inspection carried out, if possible in our presence, by a certified expert or risk waiving his rights. We reserve the right to commission another expert with a second inspection.

- 22.4 Nautilus shall be entitled, but not obligated, to replace the justifiably rejected goods with other goods. In this case, we reserve the right to subtract the refused goods from the total quantity sold.
- 22.5 If the purchaser wrongly refuses to receive the goods offered for delivery, we shall be entitled to dissolve the agreement, insofar as it has not been carried out, and to require full loss compensation, even if the refusal involves only a partial shipment.
- 22.6 If we dissolve the agreement or refuse further delivery on any of the aforementioned grounds, we shall be held to inform the purchaser by mail, fax and/or letter, without further formalities being required.
- 22.7 The loss suffered by us and to be suffered by us as a result of the non-delivery or partial delivery of goods sold by us, shall be remunerated in full to us and/or our members. This loss compensation shall consist of at least the difference between the price, agreed with the purchaser, and the current price on the date of non-fulfilment (only if this current price is lower than the price, agreed upon with the purchaser), to be increased with the loss of profit.
- 22.8 A purchaser who falls short of his obligations shall be liable for our losses by the sole fact of failure to take (full) delivery and/or failure to take delivery in a timely manner.

Article 23

- 23.1 The seller reserves the right of title on all the items it sells and/or delivers until the moment the acquirer has paid all the receivables in respect of the consideration for items, delivered or to be delivered by the seller or for the works, performed or to be performed for the acquirer on the basis of such an agreement, as well as in respect of

any claim based on the failure to comply with such agreements.

- 23.2 If the goods supplied by us are no longer present in their original form and/or packaging or if they have been processed into other products, the repackaging or processing/assimilating of those goods, shall establish an implicit right of pledge to those goods for our benefit. This right of pledge shall remain effective until all the amounts, owed to us on any basis whatsoever, have been paid in full.

Article 24

In the event of late payment, suspension of payment or bankruptcy, we shall be entitled to reclaim our goods and to enter the premises and buildings of the purchaser for that purpose.

Article 25

- 25.1 All our sales agreements for agricultural products are entered into under the condition of harvest and/or preservation. If, as a result of a poor harvest in respect of the quantity and/or quality of agricultural products, smaller quantities of the product are available than could reasonably have been expected at the moment of entry into the agreement, including if such products are rejected by a competent authority, we reserve the right to proportionally reduce the quantities of goods sold by us. Supplying this reduced quantity shall then be considered as fulfilling our supply obligations in full. In such case, we shall not be held to supply replacement agricultural products, nor shall we be liable for any loss whatsoever. This applies mutatis mutandis to storage vegetables.
- 25.2 In the event of force majeure, we reserve the right to suspend the compliance with our contracts for the duration of the force majeure. If the duration or the seriousness of the force majeure so requires – which is solely at our discretion - we reserve the right to

consider the sales agreement dissolved, insofar as it has not been carried out, without judicial intervention and we shall not be held to pay compensation for any loss. We may dissolve the agreement without right to loss compensation, if the situation of force majeure persists for longer than one month or if the outlook indicates that the situation of force majeure will last longer than one month. The recourse to force majeure and the dissolution shall be notified in writing to the counterparty.

25.3 Unless otherwise determined at a later point, force majeure shall be considered as any unusual circumstance, which renders compliance with our supply obligations impossible or so difficult that compliance cannot in fairness be expected, such as war, mobilisation, strike, labour unrest, revolution, riots, disorder, storm, floating ice, flooding, stagnation in power or water supply, fire at commercial premises, business stagnation due to machinery breakdown or difficulties with energy supply, traffic obstructions, partial or complete crop failure, drought or persistent and/or abnormal volumes of rain, crop diseases, pest infestation, suppliers being in breach of contract, etc.

25.4 Moreover, we reserve the right to dissolve the agreement, insofar as it has not been carried out, without obligation to pay any loss compensation if government measures impede the import, transit or export of purchased goods and/or render such movements of goods financially disadvantageous, and the purchaser is not prepared to compensate us for the financial disadvantage, resulting from those measures, prior to delivery or receipt of the goods.

25.5 Voidness or voidance of one or more parts of the Articles of these conditions shall not affect the other provisions.

Lodged with the Chamber of Commerce in Lelystad under the number 39062234