

## GENERAL TERMS AND CONDITIONS MED GREEN IMPORT B.V.

Med Green Import B.V. based in Bleiswijk, Klappolder 193, 2665 MP and its successors and / or its affiliates, hereinafter referred to as "Med Green Import B.V.", has established the following General Sales Terms:

### Article 1 Definitions

1. Counterparty: Any (right) person with Med Green Import B.V. an agreement or to whom Med Green Import B.V. make an offer and / or offer, and in addition to this, its representative (s), authorized representative (s), acquirer (s) and heirs;
2. Agreement: any agreement between Med Green Import B.V. and each other, any amendment thereto or addition thereto, as well as all (legal) acts in preparation and execution of that Agreement;

### Article 2 Applicability

1. These General Sales Terms apply to all of Med Green Import B.V. Offers, Offers, Closed Agreements, and Accepted Assignments. Thus, these General Terms and Conditions of Sale apply to all (right) actions (including omissions) of Med Green Import B.V. and her other party in this regard.
2. Agreements as referred to in paragraph 1 of this Article include sales, commission, consignment, framework and related agreements.
3. The other party is Med Green Import B.V. to make use of third parties for the purposes of the provision of the Agreement, not employees of Med Green Import B.V. .. The General Terms of Sale also apply to these third parties - in the context of the implementation of Med Green Import B.V. Restrictive obligations under the Agreement - Acts performed.
4. Disclosure of and / or additions to any provision in these General Terms of Sale bind Med Green Import B.V. only if these exclusions and / or additions are expressly made without reservation and in writing between Med Green Import B.V. and the other party have agreed. Any agreed abnormalities and / or additions only relate to the relevant Agreement.
5. If and to the contrary, upon acceptance of a bid or offer or the conclusion of an Agreement, General Terms and Conditions are not the terms of the General Terms of Sale of Med Green Import BV in order to apply these terms and conditions to the Agreement. , other terms than the present terms and conditions apply to the agreement if Med Green Import BV These Terms and Conditions have expressly accepted without reservation and in writing.
6. If any provision of these General Terms of Sale - after consultation of a judicial body - appears to be void, only the relevant provision shall be excluded. All remaining provisions will remain unchanged.

### Article 3 Offering and prices

1. All by Med Green Import B.V. Closed agreements are deemed to have been established in place of the establishment of Med Green Import B.V., namely Bleiswijk, both in terms of the execution of the agreement and the payment of the agreement.
2. All amounts quoted in offers, offers, agreements and orders are displayed in euros unless parties have agreed otherwise in writing. In addition, all mentioned amounts are exclusive of transport costs and sales tax, unless parties have agreed otherwise in writing.
3. Everyone by Med Green Import B.V. done offer is completely free of charge.
4. Med Green Import B.V. retains visibility the right to refuse orders without giving reasons.
5. Med Green Import B.V. is not obliged to offer an offer and / or a contract at a specified price if this price is based on a print and / or write error.

### Article 4 Agreement

1. If a quotation contains a non-binding offer accepted by a third party (Other Party), Med Green Import B.V. The right to withdraw the offer within two working days of receipt of acceptance.
2. Other party will receive a written order confirmation or a written commitment to the Agreement from Med Green Import B.V. This written commitment may consist of the invoice and / or order slip.
3. If, after the Agreement has been concluded, parties have agreed further and / or additional agreements or changes, they shall be binding only if and to the extent that these agreements have been written in writing. Here too, the written commitment may consist of the invoice and / or order slip.

### Article 5 Cancellation Agreement

1. Cancellation of the Agreement by the Other Party is only possible if this is done in writing before the date of implementation of the Agreement. With due regard to the below, in case of cancellation, all preparation costs incurred by Med Green Import B.V. will be made at any time. to be charged to the other party.
2. If cancellation of the agreement takes place within 72 hours prior to the agreed delivery date, the Other Party is liable in addition to the preparation costs, which is set at 50% of the agreed price. If cancellation occurs later than 24 hours prior to the agreed delivery date, the Other Party will owe the full agreed price.
3. In the event of cancellation, the Other Party, regardless of the time of cancellation, is liable for the costs incurred by Med Green Import B.V. due to and in connection with the - canceled - agreement to third parties, must be met to Med Green Import B.V. to reimburse.

#### **Article 6 Delivery**

1. The agreed delivery time is not a fatal term, unless parties have explicitly agreed otherwise.
2. Delay in delivery - insofar as it is within reasonable limits - does not entitle the Other Party to termination of the Agreement or any compensation.
3. The by Med Green Import B.V. delivered quantity is considered to be in terms of number and weight, as well as public and / or private law requirements, to comply with what the parties have agreed upon, except to provide counterparty by the other party. Thus, the parties in this regard agree on explicit evidence.
4. Delivery takes place with the customer, unless parties have agreed otherwise in writing. The moment of delivery is the time when the business is delivered to the customer.
5. If parties have agreed that Med Green Import B.V.de will store the goods for the Other Party, either with her or herself, or with a third party, the delivery will take place at the time of storage.
6. Med Green Import B.V.is always entitled to claim sufficient security for the fulfillment of the Other Party's payment obligations before fulfilling its obligations under the Agreement.
7. If the Other Party is to Med Green Import B.V. still has a single payment obligation, especially if invoices from Med Green Import B.V. by the other party remain fully or partially unpaid, Med Green Import is B.V. entitled to suspend delivery obligations until the Other Party has fulfilled all its obligations.

#### **Article 7 Acceptance and Advertising**

1. The other party shall immediately after delivery by Med Green Import B.V. of the agreed matters to approve and check these matters. This inspection and check must take place in the presence of the driver. The other party must check that the goods delivered comply with the provisions of the Agreement, namely:
  - a. whether the right business has been delivered;
  - b. whether the goods delivered comply with the agreed quality requirements that are agreed upon and that are agreed upon, or the requirements that may be made for normal use and / or for commercial purposes;
  - c. whether the quantities delivered (quantity, quantity, weight) delivered correspond to what the parties have agreed on. If the deviation found by the Other Party is less than 10%, the Other Party is obliged to fully accept the goods delivered, such as the proportional reduction of the agreed price.
2. If delivery of the goods takes place, the other party shall deliver the goods delivered in the sales space of Med Green Import B.V. to check.
3. Any defects and objections that do not appear under circumstances referred to in paragraph 1 of this article under (c) shall be made in writing to Med Green Import B.V. immediately after its assessment - but no later than 24 hours after delivery. to be reported. India Med Green Import B.V. not receive a complaint immediately after delivery of the goods, the goods shall be deemed to have been delivered in accordance with the provisions of the Agreement and without any shortcomings.
4. Complaints regarding non-visible defects must be reported to Med Green Import B.V. in writing as soon as possible after finding that Med Green Import B.V.in is able to investigate the accuracy of the complaints in question. Other party, Med Green Import B.V.in will be able to check the counterparty's complaint for accuracy. India Med Green Import B.V. has not received a written complaint from the Other Party within eight hours of delivery, is entitled to believe that the shortcoming and / or the lack of time of delivery is deemed not to be present but it is agreed between the parties that this shortcoming and / or this lack of delivery has arisen.
5. The provisions of this article apply in full if the information provided by Med Green Import B.V. delivered goods for the other party are delivered to a third party. Thus, the Other Party can never and never with Med Green Import B.V. objected that he had not verified and checked the delivered items because they were stored elsewhere, by a third.
6. The other party is obliged to act as a careful debtor and / or owner for the maintenance of the business at all times.

## **Article 8 Payments**

1. The Other Party must meet the agreed price after receipt of the invoice relating to the delivery - without rebate or claim for compensation - within 30 days after the invoice date, unless this arrangement has been waived.
2. Settlement by the Other Party of the Med Green Import B.V. invoiced amounts with a counterparty claimed by her (Other party) or suspension of payment by the Other Party in connection with a counterclaim claimed by it shall not be permitted unless Med Green Import BV has explicitly and without reservation acknowledged the liability of the counterparty, or the existence of the opposition in law has been irrevocably determined.
3. If the payment period is exceeded, the Other Party shall pay a penalty interest of 1% per month, without prejudice to the other rights of Med Green Import B.V. such as the right to compensation for extrajudicial costs and legal interest.
4. If the payment period is exceeded, the Other Party shall owe the legal interest rate without prior notice of the outstanding amount. To the extent that it is established that the Buyer is not liable for legal interest, it is due to Med Green Import B.V. legal interest.
5. If the Other Party, also after being informed by Med Green Import B.V. in, is negligent to pay the outstanding amounts to Med Green Import B.V. to be paid in addition to the total amount due, consisting of the outstanding amounts plus the interest payable, shall also be reimbursed for extrajudicial collection costs. The amount of extrajudicial collection costs is set at 15% of the principal amount due.
6. Payments made by the Other Party will always cover all the interest and costs due and then the payment of the outstanding invoices that are the longest available. That is no different if the Other party states that the payment relates to a subsequent invoice.

## **Article 9 Retention of title**

1. By Med Green Import B.V. delivered goods remain owned by her belongings until the moment of full payment of all claims by Med Green Import B.V. on the Other Party through agreements concluded between them, including interest and costs.
2. The other party is only authorized to resell by Med Green Import B.V. delivered items covered by the retention of title, as set out in paragraph 1 of this article, if resale falls under the normal business of the other party.
3. If the Other Party fails to fulfill its obligations or if it is with Med Green Import B.V. well-founded fear is that the other party is not able to fulfill its obligations under the agreement, or there is a suspicion that the other party will not fulfill the obligations on him, then Med Green Import B.V. entitled to recover or recovered by the Other Party or the third party holding the Goods for the Other Party, which is subject to the reservation of title referred to in paragraph 1 of this Article. The other party is obliged to cooperate in such action by Med Green Import B.V.
4. If third parties have any right to the Med Green Import B.V. Undertaking of Goods Reserved to Settle or Apply, the Other Party, Med Green Import, B.V. of this to be notified immediately. In addition, the Other Party must indicate this third party to the fact that the goods have been delivered under title reservation. The other party must hold the third party to the agreement concluded between the parties, which shows that a reservation has been made in respect of the goods delivered.
5. The other party is obliged to cooperate in all measures undertaken by Med Green Import B.V. wishes to take in order to protect its ownership of the goods delivered by it.

## **Article 10 Liability and risk**

1. If Other Party By Med Green Import B.V. delivered goods belonging to Med Green Import BV (including packaging) and / or subject to the retention of title as mentioned in article 9 of these General Terms of Sale, the other party is from the moment the goods have been delivered to him until the moment of refund of these items or the time of transfer of ownership of these matters shall be liable for damage caused by and / or with these matters.
2. Furthermore, the Other Party is liable - if he has any business owned by Med Green Import BV (including packaging) and / or subject to the retention of title as mentioned in article 9 of these General Terms of Sale - for damage by Med Green Import BV suffered as a result of damage, loss or omission of these matters and which damage occurred during the period between the time when Med Green Import BV delivered the goods and the time of return of these items or the time of transition of the ownership of these matters.
3. India Med Green Import B.V. As a result of the circumstances to be attributed to the Other Party, it is necessary to make use of its retention of title, but nevertheless, the other party is liable for the damage caused by Med Green Import B.V. damages suffered.

4. The other party shall - if he is in possession of any property owned by Med Green Import B.V. in connection with the performance of the Agreement. accessories (including packaging) and / or are subject to the retention of title as mentioned in article 9 of these General Terms of Sale, in the event of theft, loss or damage to the goods by Med Green Import B.V. have been delivered to him directly by Med Green Import B.V. . In the event of theft or damage to the property, the other party will immediately report this to the police of the municipality where the theft has taken place or where the molest has been done. The other party is Med Green Import B.V. to provide a copy of this declaration.

5. India Med Green Import B.V. has delivered goods to the other party owned by a third party, then the other party indemnifies Med Green Import B.V. for all claims of this third party related to damage caused by and / or with the affairs of Med Green Import B.V. to the Other Party, as well as damage to the damage caused by Med Green Import B.V. goods delivered to the other party.

6. If the Other Party, or a third party to whom the Other Party is the Med Green Import B.V. delivered delivered, performing a recall action or late delivery, Med Green Import B.V. be held liable only for (a part) of the associated costs if (i) it is established that Med Green Import B.V. is liable for the circumstance that has led to the recall, and ii) has been consulted and consulted Med Green Import BVs before the recall has been carried out, and iii) stating that the other party is a reasonably acting and reasonably skilled professional has behaved and has tried to keep the costs associated with the recall as limited as possible.

7. India Med Green Import B.V. is liable for any damage, any liability of Med Green Import B.V. limited to the amount in the relevant case under the corporate liability insurance of Med Green Import B.V. is paid out, plus the own risk under this insurance. Should for any reason no benefit be made under this insurance, any liability shall be limited to the amount of the invoice that corresponds to the Agreement on the basis of which the Other Party claims, provided that any liability is limited to an amount of EUR 40,000 .

#### **Article 11 Force majeure**

1. In case of force majeure, Med Green Import B.V. either to terminate the performance of the Agreement or to dissolve the Agreement in whole or in part, without the Other Party having any claim for damages against her (Med Green Import B.V.).

2. As force majeure on the part of Med Green Import B.V. is considered to be:

- strikes side of employees of Med Green Import B.V. or through her third parties engaged in the execution of the Agreement;
- illness of employees of Med Green Import B.V. or through her third parties engaged in the execution of the Agreement;
- measures and / or prohibitions by the Dutch and / or foreign authorities to which Med Green Import B.V. is bound;
- unpredictable and unpredictable traffic barriers;
- accident (s) with a means of transport used for the implementation of the Agreement and unforeseen technical defects in these means of transport;
- (attributable) shortcoming in compliance by suppliers of Med Green Import B.V. ;
- theft of business necessary for the performance of the Agreement;
- as well as all other unforeseen circumstances that Med Green Import B.V. prevent the Agreement from being performed on time and properly and not at the expense and risk of Med Green Import B.V. come.

3. India Med Green Import B.V. has already partially fulfilled its obligations on the occurrence of force majeure, or is able to meet only partially its obligations, it is entitled to invoice separately the delivered or delivered part separately. The other party was then obliged to meet the invoice as if it were a separate agreement.

4. All agreements appearing on the sale of agricultural products are made under harvest preservation. If, as a result of a disappointing harvest in terms of the quantity and / or quality of agricultural products, so many products are less available, which is also meant to be disapproved by competent authorities than at the conclusion of the agreement could reasonably be expected, then Med Green Import BV the right to reduce the quantities sold by it accordingly. By delivering this reduced quantity, Med Green Import B.V. fully to its delivery obligations. Med Green Import B.V. is then not obliged to supply substitute agricultural products and is not liable for any damage whatsoever.

#### **Article 12 Absence and dissolution**

1. If the Other Party fails to comply with any obligation which does not properly or in due time for him from the Med Green Import B.V. Closed Agreement or the Law, including the obligation to pay timely as contained in Article 8 of these General Terms of Sale, the Other Party is in default and is Med Green Import B.V. to suspend the execution of the Agreement and / or to dissolve that Agreement and directly related agreements in whole or

in part without Med Green Import B.V. until any damages are incurred and without prejudice to the Med Green Import B.V. further future rights.

2. If the other party is in default, he shall be liable to Med Green Import B.V. for legal (commercial) interest and all (extra) judicial costs incurred by Med Green Import B.V. must have reasonably made in order to determine the liability of the Other Party and / or to obtain compliance with its claim, and which fall within the scope of Article 6:96 (2) of the Civil Code.

3. In the event of (provisional) suspension of payment or bankruptcy of the Other Party, termination or liquidation of the Other Party's business, all Agreements with the Other Party shall be terminated by law unless Med Green Import BV informs the Other Party within a reasonable period to comply with (part of) the relevant Agreement (s), in which case Med Green Import BV without notice, is entitled to suspend execution of the relevant Agreement (s) until payment has been made sufficiently without prejudice to Med Green Import B.V. further future rights.

4. Med Green Import B.V. has the right to terminate the Agreement if there is another permanent force majeure. Other party will then all by Med Green Import B.V. made and still incurred costs to Med Green Import B.V. reimburse.

5. In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this Article, all claims by Med Green Import B.V. on behalf of the other party immediately and is the other party entitled to immediate return of leased or unpaid business.

6. The other party is Med Green Import B.V. to be notified promptly if movable or immovable property owned by Med Green Import B.V. accessories and which other party is included in the implementation of the Agreement.

7. In the event of bankruptcy or surseance of payment, the other party shall immediately contact Med Green Import B.V. in this regard, and by a depositary, curator or administrator immediately to show the Agreement, referring to the proprietary rights of Med Green Import B.V. ..

#### **Article 13 Packaging**

1. Med Green Import B.V. makes use of packaging as part of the delivery of her business. Packaging - including pallets and crates - is included. India Med Green Import B.V. In this case, the deposit will be charged at the time of return, at the time of return, in case of foreign currency transactions, the return is taken at the price at the time of delivery. . For the receipt of return delivered packaging, a fixed fee may be charged in accordance with the applicable rules. The other party will be subject to this arrangement upon request.

2. The packaging that the Other Party wishes to supply should be so clean and fresh that, without further action, Med Green Import B.V. suitable for use for fresh edible horticultural products.

3. If the return of packaging will take place via proprietary means of transport from Med Green Import B.V. the Other Party must ensure that the packaging sorted for transport is ready.

4. Not by Med Green Import B.V. Delivered packaging is only withdrawn if and insofar as Med Green Import B.V.de carries the relevant products in its own range and the packaging is in good condition.

#### **Article 14 Industrial and intellectual property rights**

1. Med Green Import B.V. expresses any intellectual and / or industrial property rights (trademarks) in respect of products supplied to it expressly.

2. The Other Party is not permitted using Med Green Import B.V. delivered products infringe on intellectual and / or industrial property rights of a third party. Opposing Party Med Green Import B.V. for any third party claims arising from an infringement of intellectual and / or industrial property rights created by Med Green Import B.V. delivered goods, and that took place after Med Green Import B.V.de delivered goods to the other party.

#### **Article 15 Applicable law**

1. The legal relationship between Med Green Import B.V. and another party is governed by Dutch law.

#### **Article 16 Disputes**

1. Disputes arising out of a contract, offer, offer or agreement to which these General Terms of Sale apply, including conflicts that appear on these General Terms of Sale, will only be settled by the competent court in the district where Med Green Import BV is located, on the understanding that this forum choice does not affect Med Green Import BV's right to settle a dispute through arbitration or binding advice.

2. By way of derogation from paragraph 1 of this Article, the Parties may agree to hand over the dispute to the competent court in another district.