

## European Fruit Corporation C.V.B.A. General Terms and Conditions

1.

These terms and conditions are the only ones, excluding all others, to apply to all current and future sales and purchase agreements between EFC and the grower.

2.

Orders are considered binding for the grower.

Orders cannot be cancelled, unless with the approval of EFC, which will be entitled to claim reasonable damages in this respect, at least estimated at 30% of the sales price. EFC reserves the right to provide evidence of any higher loss or to demand the execution of the agreement.

Every person or company placing orders on behalf of third parties or with the request to invoice such orders to third parties shall answer for such third party in accordance with article 1120 Civil Code and will be personally responsible for the payment of such invoices, even if EFC agreed to this manner of invoicing.

3.

It is an inherent quality of the goods, which make up the object of the sale, that they are susceptible to quality fluctuations in function of the growing season. Should EFC not have trees of AA quality at its disposal, because of such quality fluctuations, trees of an A+ quality will make up the object of the sale, at a lower price, to be sure.

If a normal harvest is not obtained, due to force majeure, which in any event will be taken to include illness, frost, hail damage, flooding of the crop and other unforeseen circumstances, EFC is discharged from its obligation to supply without being liable for compensation with respect to the grower.

4.

Prices are exclusive of VAT, packaging costs, transport costs, refrigeration costs, bank costs and costs related to the import and export of the products.

The goods are paid in cash. Failing to pay makes all other debts of the grower immediately and legally payable. Except if otherwise agreed, every invoice not paid on that day will legally and without notice be increased with a late payment interests of 1% per month. Moreover, in case of non-payment of the invoice within one month after the due date, the grower shall be indebted a fixed indemnification of 10% of the invoice amount, all this without requiring notice and amounting to a minimum of 50 euros. If the relevant collection costs are higher, the EFC can also claim them, besides the conventional interest. EFC can replace this interest by the legal interest rate.

The use of promissory notes, cheques or the permission to draw bills to cover the agreed price, shall never be considered a debt renewal of the original invoice, nor will it restrict or change any 'lien', agreement or any territorial authority.

EFC reserves the right to suspend the execution of an order or to dissolve the agreement without owing any indemnification, in the cases including the following:

- if the grower's account at EFC has a negative payable balance;
- if the grower displays a lack of financial means or a negative solvability

EFC may demand the necessary guarantees from the grower at any time. These guarantees are a condition precedent for the conclusion or the further execution of the agreement.

To the extent that the grower is not complying with any of the payment terms or any other obligations, EFC has the right to suspend or postpone its obligations in relation to other current contracts between the parties.

5.

In case of refusal of offtake or if there is a delay in the delivery due to a suspension of the order, for which the grower or third parties may be responsible, the storage costs may be charged to the grower, without prejudice to EFC's right to dissolve the agreement, in which case an indemnification of 30% will have to be paid (without prejudice to EFC's right to provide evidence of higher losses).

6.

EFC does not guarantee the grower economic or commercial success by supplying trees.

The deliveries are always made at the tree nurseries, associated with EFC, and always ex works. The grower will bear all costs and risks involved in the transport of the goods from the registered office/tree nursery to the grower's tree nurseries.

The delivery date is only indicative and non-binding for EFC. A delay in the agreed delivery term can in no case give rise to a claim for indemnification or the cancellation of the agreement.

7.

The goods will be inspected by the grower upon delivery, more specifically in terms of quality, variety, uniformity, quantity and price. The buyer shall, after this inspection, sign a delivery note for approval.

If the goods do not live up to the expectations, he will immediately and at the latest within 72 hours after receiving the goods, file a written, well-founded complaint with EFC. After the goods are transhipped by the grower, no more complaints will be accepted. Each claim of complaint expires, if the producer does not handle the delivered goods carefully during the period that the goods are in his possession.

If a complaint turns out to be founded, EFC's liability will in any case be limited to the replacement of the defective goods free of charge. The grower explicitly acknowledges that any losses, including possible indirect losses, cannot be recovered from EFC.

EFC is not liable for Nectria, unless it is on the lower trunk and/or upper trunk of the trees and then only for a maximum period of 1 (one) year after delivery, in which case its liability will be limited to replacing the goods that have turned out to be defective free of charge. All other Nectria infections are excluded.

Due to the genetic instability of the plants and unforeseeable nature of the mutations, the grower can not claim compensation, damages, costs or expenses from EFC if, despite the fact that all possible precautionary measures were taken at the selection level, a hidden imperfection or abnormality of a genetic of physiological nature should occur.

The contents of the invoices not contested by registered letter within eight days after they are sent, will be considered as definitely accepted.

Reporting complaints does not entitle the grower to postpone or suspend the payment of a certain price, not even partially, nor does it entitle him to cancel the entire order or delivery.

EFC is, except in cases of fraud or deliberate mistake, not responsible for incidental loss or consequential loss (such as: injuries, damage to property, financial loss, profit forgone, personnel costs, damage to third parties, loss of income). In cases of fraud or deliberate mistake, the maximum liability of EFC for incidental or consequential loss will not exceed the purchase price of the goods.

8.

The grower is never entitled to grow, sell, alienate and/or deliver parent material, cultivation material and/or plant material and/or trees to third parties without the explicit approval of EFC.

9.

All goods remain property of EFC until the full payment of the amounts due.

The grower guarantees – if necessary on behalf of a third party – that, upon first request of EFC, he will notify where the goods are and that they will be returned to EFC at the expense and risk of the grower, if EFC requests so. Insofar as necessary, an irrevocable mandate is hereby granted to EFC as well as a mandate to access the necessary tree nurseries to this end.

The risk, caused for instance by an unexpected situation, coincidence or force majeure, of the sold goods is transferred at the moment of the consensus on the terms and conditions of sale.

Force majeure is understood to be any event which is reasonably beyond EFC's control, including but not limited to strikes, lockouts, transport interruptions, decrees or instructions issued by the government or the authorities, unavailability of gas and/or other fuels, provisioning difficulties, shortage of materials or lack of indispensable products, weather conditions that make the execution of the agreement temporarily difficult or impossible, errors or delays of the suppliers of EFC...

10.

All sales contracts between the parties, as well as these general terms and conditions, will be governed exclusively by Belgian law. Only the courts of the district of Hasselt will be competent to hear any disputes. All (lawyer fees and) costs related to debt collection through the courts, are for account of the grower. This provision also applies to contracts with legal entities under the laws of the EU, in accordance with the E.E.X. regulation (Regulation 44/2001).