

GENERAL TERMS AND CONDITIONS OF SALE ASICA GROUP B.V.

Clause 1: Definitions

Capitalized words in these General Terms and Conditions of Sale (hereinafter "General Terms and Conditions") have the meaning given to them below:

<i>Agreement</i>	the agreement concluded between Asica Group and the Buyer as laid down in the Order Confirmation including these General Terms and Conditions, which form part of the agreement;
<i>Asica Group</i> <i>Asica Group et al.</i>	the private limited liability company Asica Group B.V.; (i) the directors and shareholders of Asica Group (including its indirect directors and shareholders), (ii) all Persons working for Asica Group, (iii) all Persons engaged by Asica Group in the performance of an Agreement, and (iv) all Persons for whose acts or omissions Asica Group could be liable;
<i>Buyer</i>	the Person with whom Asica Group has concluded an Agreement or with whom Asica Group is negotiating in this respect;
<i>Buyer et al.</i> <i>General Terms and Conditions</i>	the Buyer or any Person affiliated with the Buyer; these General Terms and Conditions of Sale of Asica Group B.V.;
<i>INCOTERMS</i>	the relevant trade conditions as per the latest version of the INCOTERMS as published by the International Chamber of Commerce of Paris and in force on the date of the Agreement;
<i>Order Confirmation</i>	the confirmation of the order placed by the Buyer and sent by Asica Group to the Buyer by electronic or other means;
<i>Parties</i> <i>Person</i>	Asica Group and the Buyer; a natural or legal person or partnership without legal personality;
<i>Products</i>	all goods and/or Services and/or other performances that are the subject of an Agreement;
<i>Services</i>	all services Asica Group offers the Buyer;

Clause 2: General

1. Unless explicitly agreed otherwise in writing, these General Terms and Conditions apply to all Agreements, contracts, offers, orders, sales, deliveries to the Buyer and/or other acts of a legal nature or otherwise with regard to the sale and/or delivery of Products and/or Services by Asica Group. The General Terms and Conditions will be deemed to have been accepted by the Buyer if they have not been rejected in writing by the Buyer within 2 (two) days of receipt of the Order Confirmation.
2. Unless Asica Group explicitly agrees otherwise in writing, Asica Group is not bound by any of the Buyer's terms and conditions.
3. In the event that Asica Group does not require strict compliance with these General Terms and Conditions, this does not mean that Asica Group loses the right to require strict compliance with the General Terms and Conditions in any future cases.
4. Clauses deviating from the General Terms and Conditions will only be binding if they have been explicitly agreed in writing by Parties.

Clause 3: Offer, Agreement, order

1. All depictions, descriptions, weight and size specifications and other information provided by Asica Group, whether through an offer or in any other way, are always approximations and are not binding on Asica Group and only serve to give a general impression of the quality of the Products offered by Asica Group.
2. All offers by Asica Group are always without obligation, even if they state a term for acceptance. Asica Group has the right to revoke its offer within 3 (three) working days after receipt of acceptance by the

- Buyer. In the event that the offer does not state a term for acceptance, the term for acceptance will be 24 (twenty four) hours.
3. An acceptance by the Buyer that deviates from Asica Group's offer, whether or not on minor points, will always be deemed to be a rejection of this offer and a new offer by the Buyer.
 4. An Agreement will be concluded when:
 - (a) 3 (three) working days have lapsed since Asica Group received the Buyer's acceptance and Asica Group has not revoked its offer during this period;
 - (b) Asica Group confirms the Agreement in writing; or
 - (c) Asica Group commences performance of the Agreement.
 5. Unless otherwise agreed in writing, Asica Group cannot be held liable for inaccuracies in the details or specifications of Products in images or samples or in information provided regarding weights, quality or price, or in any other similar information provided.
 6. Asica Group is not obliged to honor an offer and/or an Agreement at a stated price or conditions if this price or these conditions are based on a printing and/or writing error.
 7. If, together with the request for an offer, the Buyer provides Asica Group with any documents, details, information and suchlike, Asica Group may assume these to be correct and will base its offer on them.
 8. The Buyer shall provide Asica Group, in time and at all times, with the information required for the performance of the Agreement, failing which the Buyer is liable to Asica Group for any loss and/or damage arising therefrom.
 9. If Asica Group enters into an Agreement with two or more Buyers, they will always be jointly and severally liable towards Asica Group for the performance of all obligations arising from the Agreement.
 10. All acts, legal acts and actions performed by an employee, or officer of the Buyer for the purpose of the formation, performance or amendment of an Agreement will be deemed to have been carried out on behalf of the Buyer in a duly authorized manner, and will be binding on the Buyer. The Buyer cannot rely in this regard on the fact that, in respect of such acts or actions, the relevant person was not (fully) legally authorized to represent or bind the Buyer.
 11. Unless otherwise agreed in writing, the Buyer can only cancel a placed order if Asica Group has not yet accepted the order in writing, or (i) if the Products have not yet been delivered, and (ii) Asica Group has agreed to the cancellation of the order in writing. Cancellation of orders must be made in writing. The Buyer is obliged to compensate for any loss suffered by Asica Group as a result of the cancellation within 1 (one) week of the cancellation. This loss is set at a minimum of 30% of the invoice amount, without prejudice to the right of Asica Group to compensation of the actual loss suffered by Asica Group as a result of the cancellation of the order by the Buyer. The Buyer indemnifies Asica Group against any claims whatsoever which third parties may enforce against Asica Group in respect of any loss such third party has suffered or may suffer as a result of the cancellation of the order by the Buyer.

Clause 4: Harvest proviso

All Agreements relating to the delivery or provision (for the purposes of this Clause "delivery") of agricultural Products by Asica Group will be subject to a harvest proviso. If a disappointing harvest results in a smaller quantity of Products conforming to the Agreement than could reasonably have been expected at the time the Agreement was concluded, Asica Group will be entitled to reduce the quantity of Products to be delivered or made available by it (for the purposes of this Clause "deliver") accordingly. By delivering the thus reduced quantity, Asica Group will be deemed to have fully fulfilled its obligation to deliver. In the case referred to here, Asica Group will not be obliged to deliver replacement agricultural Products or any other form of performance and Asica Group will not be liable for any damage whatsoever.

Clause 5: Sales and commission agreement

1. If the Buyer obtains Products from Asica Group without the Parties having concluded an explicit and written commission agreement, the Parties will be deemed to have entered into an Agreement.
2. In the event of a commission agreement, the following applies:
 - (a) after the Products have been delivered, the Buyer will immediately have them inspected by an independent expert;
 - (b) upon receipt of the quality control report, the Buyer will immediately forward it to Asica Group;
 - (c) the Buyer will keep the Products with due care;
 - (d) the Buyer will authorize Asica Group at its first request to enter the premises where the Products are stored during normal working hours in order to inspect the Products;

- (e) the Buyer will sell and deliver the Products to third parties in its own name, with the Buyer bearing the payment risk and the debt collection risk;
- (f) without Asica Group's prior written consent, the Buyer will not (i) sell the Products to any Person affiliated with the Buyer and (ii) have the Products sold by any third party, whether or not affiliated with the Buyer;
- (g) the Buyer will endeavor to realize the highest possible sales proceeds;
- (h) prior to the sale of the Products, the Buyer will consult with Asica Group in order to determine the sales price; if it proves impossible to sell the Products at this price, the Parties will adjust the sales price in joint consultation;
- (i) the Buyer will inform Asica Group on a daily basis about the market situation and developments, the quantity of the Products sold, the sales prices realized and the remaining stock of the Products;
- (j) in addition to the commission accruing to the Buyer, the latter will only charge Asica Group costs that have been agreed in advance in writing between the Parties and that are visible on the sales accounts;
- (k) the Buyer will give Asica Group the opportunity to check the accuracy of the sales accounts, or have it checked; at Asica Group's first request, the Buyer will (i) provide Asica Group with all documents underlying the sales accounts, including but not limited to the relevant consignment accounts (*partijkaarten*), sales invoices and cost invoices, as well as all relevant proofs of payment and accounts receivable cards, and (ii) give an auditor to be appointed by Asica Group the opportunity to check the relevant part of the Buyer's records and the books, documents and other data carriers belonging thereto with the right to copy the relevant documents;
- (l) the Products will remain the property of Asica Group until the Buyer has sold and delivered them to third parties; the Buyer will take out and maintain insurance for the Products at the expense of Asica Group against the risk of fire, theft, loss and damage;
- (m) Asica Group will at all times be entitled to terminate the commission agreement with immediate effect without giving reasons, in which case the Buyer will cooperate fully in Asica Group's repossession of the Products; the Buyer will waive any rights of retention in respect of the Products in advance and will not have any attachment levied on the Products

The other clauses of these General Terms and Conditions also apply, whether or not by analogy, to commission agreements, except to the extent that such application is not possible in view of the nature of a commission agreement. To the extent that this Clause 5.2 is in conflict with any other clause or paragraph of these General Terms and Conditions, the provisions in this Clause 5.2 will prevail.

Clause 6: Prices

1. Unless otherwise agreed in writing, all prices will be shown in euros and all prices quoted are exclusive of VAT, customs clearance costs, import duties, any other taxes, levies, including EU levies, packaging, costs of transport, delivery, and insurance based on INCOTERM EXW (Ex Works).
2. Unless otherwise agreed in writing, Asica Group is entitled to pass on to the Buyer any increase in costs due to exchange rate fluctuations, premiums, freight costs and/or taxes that relate to the Products and/or Services and that occur or arise after the Order Confirmation has been received and/or the Agreement has been concluded.

Clause 7: Packaging

1. The Buyer shall ascertain that the Products ordered or to be ordered and the corresponding packaging, information and labels comply with all the laws, rules, regulations and/or provisions of the country of destination. The import and use of the Products and the conformity of the Products with any laws, rules, regulations and/or provisions is at the full risk of the Buyer.
2. Unless otherwise agreed in writing, packaging, which is the property of Asica Group and which is made available by Asica Group to the Buyer, remains the property of Asica Group.
3. The Buyer is prohibited from selling, renting out or otherwise encumbering the packaging or making it available to third parties. The Buyer shall handle the packaging with due care and return the packaging, including but not limited to the labels and/or information on traceability, to Asica Group in the same condition, of which the burden of proof is on the Buyer, and without any damage, as it was when made available to the Buyer. The Buyer is obliged to take out an insurance for the packaging made available to it with an insurer of good report and to keep it insured against damage, loss and theft. Should Asica Group so demand, the Buyer is obliged to show that the obligation to take out an insurance policy has been complied with. If the packaging does not meet these requirements, Asica Group will be authorized to

refuse the return of the Products, not to repossess the packaging or to arrange for emptying, replacing, repairing and/or cleaning the packaging at the expense of the Buyer.

4. Packaging which has been delivered via Asica Group and on which a deposit has been charged, will be repossessed at the return price valid upon the moment of return, possibly reduced by a fixed packaging fee.
5. The Buyer is liable to Asica Group for damage to and/or loss of the packaging made available by Asica Group to the Buyer.
6. If Asica Group repossesses packaging via its own means of transport, the packaging must be sorted by type and ready for transport.
7. Packaging which has not been delivered via Asica Group will not be repossessed unless the Parties have agreed otherwise in writing.

Clause 8: Delivery

1. The delivery periods stated by Asica Group are always an approximation only and will never be regarded as strict deadlines nor firm dates and are not of the essence.
2. In the event of an overdue delivery, the Buyer shall give Asica Group written notice of delay within 24 (twenty four) hours and the Buyer will allow Asica Group a reasonable period of time, to be determined in consultation with Asica Group, to fulfil the order. Except where the Buyer can prove that late delivery is due to intent or gross negligence on the part of Asica Group or its executive subordinates, the Buyer shall not be entitled to any compensation or to terminate the Agreement if delivery is not made within the delivery period.
3. Unless the Parties have agreed otherwise in writing, delivery takes place Ex Works Asica Group.
4. Insofar as this does not have a negative impact on the quality of the Products, which is at the discretion of Asica Group, Asica Group may deliver Products with a different origin and/or processed in a country other than agreed.
5. In case of a delivery shortfall of less than 5% of the total quantity, the Products delivered will be deemed to comply with the Agreement.
6. In case of a delivery shortfall of more than 5%, the Buyer will be obliged to accept the delivered Products in full at a proportional reduction in price.
7. Asica Group is entitled, but never obliged, to deliver the Products in parts and/or to invoice each part separately.
8. The risk of the Products, including transport risk, transfers to the Buyer upon delivery to and acceptance of the Products. The Buyer shall take immediate delivery of the Products when these are tendered for delivery. If taking delivery does not take place within 6 (six) hours after the Products have been made available to the Buyer, the Buyer will be in default without a notice of default being required and Asica Group will be entitled, without prejudice to its other rights, including the right to store, (re-)auction, sell or to (arrange for third parties to) destroy the Products, at the risk and expense of the Buyer, to terminate the Agreement and to claim compensation from the Buyer. The costs involved for transport, storage, (re-)auction, sale and/or destruction will be borne by the Buyer.
9. If the Parties have agreed that Asica Group will store the Products for the Buyer, either at Asica Group or a third party, and the Products have not yet been delivered to the Buyer, the Products will be deemed to have been delivered at the time they are being taken in for storage. As of this moment, the Buyer will be subject to the obligation to inspect and complain as described in Clause 9 of these General Terms and Conditions and this Clause 9 will also otherwise apply in full. Asica Group is not obliged to insure the Products for the duration of the storage.

Clause 9: Inspection and complaints

1. Unless agreed otherwise in writing, the Products will be of merchantable quality and in compliance with the foodstuffs laws and regulations in force in the Netherlands at the time of the Agreement. Unless the Parties have agreed otherwise in writing, Asica Group will not be obliged to comply with any other laws and/or regulations.
2. Due to the perishable nature of the Products, the Buyer is required to inspect or have the Products inspected for approval in terms of quality and quantity within 24 (twenty four) hours of delivery.
3. If the Buyer resells the Products without first inspecting these, Asica Group is not liable for any losses incurred as a result of the Products not conforming with the information set out in the Agreement.
4. If the Buyer has a complaint about the Products, the Buyer must prove (i) that there is a defect and (ii) that the defect was present at the time of delivery of the Products or when the risk for the Products

passed to the Buyer.

5. Claims must be submitted promptly in writing and in any event within 2 (two) days from the end of the period within which the inspection of the Products should have been performed in accordance with the provisions of these General Terms and Conditions. The claim must include the exact details of the shortcoming. Without prejudice to the foregoing, the Buyer must inform Asica Group of any claim by phone as soon as possible and in any event no later than 24 (twenty four) hours from the end of the period within which the inspection of the Products should have been performed in accordance with the provisions of these General Terms and Conditions.
6. Claims for organoleptic issues will not be accepted, since they are not parameters that can be measured or quantified, nor can they be established in the specifications of the Agreement.
7. If the Buyer has a claim in respect of the Products, the Buyer is obliged to cooperate at Asica Group's first request with an inspection of the Products to which the claim relates. For such inspection, the Buyer shall hire a certified expert, approved by Asica Group, to examine the Products and draw up an inspection report. Asica Group shall be given the opportunity in writing to be present at this inspection, and/or be represented at the inspection. If the inspection of the Products shows that the claim is justified, the costs of hiring the certified expert will be borne by Asica Group.
8. The Buyer will immediately return the Products to which the claim relates to Asica Group at Asica Group's first request. Asica Group is entitled to have the returned Products inspected and hold any samples taken during this inspection.
9. If the inspection of the Products shows that the claim is justified, Asica Group will only be required to replace or compensate the Buyer for the Products to which the claim pertains, as determined by Asica Group in its discretion.
10. In case of inspection and/or return of the Products, to Asica Group, same will remain for cost and risk of the Buyer until the inspection of the Products is completed.
11. If the Buyer has already commenced with the processing of Products, or has resold the Products, the Buyer loses all entitlement to any replacement and/or compensation.
12. A claim does not release the Buyer from its payment obligations vis-à-vis Asica Group.
13. The Buyer may not return the Products in question without written permission from Asica Group; if the Buyer returns the Products without such permission, the return shipment and storage will be entirely for the Buyer's own account and at the Buyer's sole risk.
14. If a claim is not made in the manner stated above, Asica Group reserves the right to not process the claim and there will be no liability on the part of Asica Group. Should Asica Group choose to process a claim of which it has not been notified in the manner stated in these General Terms and Conditions, this can in no way be regarded as acceptance of liability on the part of Asica Group.
15. The Buyer shall at all times handle the Products with utmost care and in accordance with Asica Group's oral and/or written instructions regarding storage, use and/or maintenance of the Products, and shall not perform any actions that may affect the quality and/or safety of the Products. The Buyer shall take out insurance for the Products at its own expense and risk. If the Buyer neglects to perform such actions, then the Buyer loses all entitlement to any replacement and/or compensation.
16. Any claims and oppositions based on facts that would support the assertion that the Products delivered were not in compliance with the provisions of the Agreement are subject to prescription by the simple laps of a period of 6 (six) months after the Buyer has, or reasonably should have, discovered this, and shall become extinct by the mere expiry of a period of 12 (twelve) months from the date of delivery of the Products.

Clause 10: Payment

1. Unless agreed otherwise in writing, the Buyer shall pay invoices within thirty (30) days of the date of Asica Group's invoice in the agreed currency in the manner stated on the invoice. This date is of the essence for payment of the invoice.
2. Payment must be made unconditionally, without suspension, deduction, discount and/or set off, by whatever virtue.
3. If the Buyer has a complaint against and/or has submitted a claim to Asica Group in connection with the Agreement and/or any other agreements between the Parties, this does not entitle the Buyer to defer payment of an amount owing.
4. If the Buyer fails to pay an invoice by the due date, the whole of the balance of any amount then owing to Asica Group will become immediately due and payable, including amounts that are not yet due and/or have not yet been invoiced.

5. If the Buyer fails to fulfil a payment obligation owed to Asica Group, which failure will be deemed to have occurred simply by the Buyer not making payment by the due date, this automatically constitutes default on the part of the Buyer without any notice of default being required, in which case Asica Group is entitled to suspend all deliveries to the Buyer, regardless of which agreement with the Buyer these relate to, and terminate all agreements concerned without the intervention of a court, such without prejudice to Asica Group's right to immediately recover the Products that are still owned by Asica Group by virtue of Clause 13.
6. During its period of being in default, the Buyer will owe default interest of 1% per month or part of a month on the outstanding claims.
7. The extrajudicial and judicial costs are owed as from the time at which the Buyer is in default and these amount to at least 15% of the claim (with a minimum of EUR 250).
8. The Buyer will be liable for and obliged to pay all the actual internal and external costs incurred by Asica Group in connection with the collection of invoices and/or the assessment of the loss and liability and/or the collection of claim amounts. These include the costs incurred in respect of the legal proceedings, which includes the costs of lawyers, attorneys, bailiffs, translators, experts and representatives ad litem, as well as court fees. The provisions of this article continue to apply even if the aforementioned costs exceed an order for costs, if any, pursuant to Article 237 et seq. of the Dutch Code of Civil Procedure.
9. Payments made by or on behalf of the Buyer, regardless of the designated sequence of allocation, are first deducted from the claims to which Asica Group's retention of title does not apply. Furthermore, payments will first be set off against the costs (including but not limited to the extrajudicial and judicial costs), then against the outstanding interest and finally against the principal sum and the accrued interest.
10. In response to a request to that effect from Asica Group, which may be made both prior to and during the performance of the Agreement, the Buyer will make a full or partial advance payment or provide adequate security for the performance of its obligations at its own expense. Adequate security is in any case understood to mean a bank guarantee payable on first demand by Asica Group, provided by a first-class Dutch bank, in the amount of 110% of the amounts owed by the Buyer (100% of these amounts with a surcharge of 10% for interest). If the Buyer is unable to provide what Asica Group deems to be a satisfactory form of security, Asica Group may terminate the Agreement by notifying the Buyer of this in writing without the Buyer being entitled to compensation.
11. Asica Group is at all times entitled to set off the amounts it owes by whatever virtue to the Buyer et al. against the amounts that Asica Group et al. has to claim from the Buyer et al. by whatever virtue. The authority to set off referred to herein also exists if the payment of the claims is not yet enforceable.

Clause 11: Liability

1. Asica Group is not liable for any damage or loss incurred by the Buyer or a third party, whether the loss or damage arises as the result of Asica Group's breach of contract or a wrongful act, or as the result of any other obligation of Asica Group vis-à-vis the Buyer.
2. If Asica Group is, for any reason, unable to invoke the limitation of liability clause set down in Clause 11.1, the total liability of Asica Group will never exceed the value, as stated on Asica Group's invoice, of the Products and/or Services provided for which compensation is claimed. Asica Group's liability is expressly limited to direct loss or damage.
3. Asica Group will under no circumstances be liable vis-à-vis the Buyer and/or third parties for any costs whatsoever, nor for loss of use, loss of production, loss of contracts or prospective contracts, loss of goodwill, loss of revenue and/or profit and/or any other direct and/or indirect loss or damage. Asica Group will also under no circumstances be liable vis-à-vis the Buyer and/or third parties for consequential and/or indirect loss or damage suffered by the Buyer and/or third parties whether or not related to the Agreement and/or the delivered Products, including indirect loss or damage resulting from late delivery of and/or defects in the Products.
4. The limitations of liability stated in Clauses 11.1 to 11.3 inclusive are terms of the Agreement and always apply unless the Buyer proves that the loss or damage is the result of intent or deliberate recklessness on the part of Asica Group or its executive subordinates.
5. The Buyer shall at all times fully indemnify and hold Asica Group harmless against claims from third parties for compensation for loss or damage arising from or relating to the Agreement performed by Asica Group and shall compensate Asica Group for any costs, expenses, awards and similar Asica Group incurs or must pay as a result of such claims.
6. Insofar as the Agreement also relates to Products that Asica Group purchases from third parties, the responsibility and/or liability of Asica Group relating to those Products is limited to the liability of the third

party in question towards Asica Group, on the understanding that this liability shall never exceed the limitation stated under Clause 11.2. Whether this clause will be applied is solely at Asica Group's discretion.

Clause 12: Termination

1. Without prejudice to the provisions of these General Terms and Conditions, Asica Group is entitled to terminate, in whole or in part, the Agreement, as well as other existing Agreements between the Buyer and Asica Group and/or suspend its performance of the Agreement as well as the performance of other existing agreements between the Buyer and Asica Group if any of the following events occur:
 - (a) the Buyer fails to fulfil an obligation, or fails to do so in good time or properly;
 - (b) Asica Group has good reason to fear that the Buyer will fail to fulfil one or more of its obligations;
 - (c) the Buyer has been declared bankrupt or has filed for bankruptcy, or any similar type of procedure;
 - (d) the Buyer has been granted a suspension of payments, provisional or otherwise or a request to that effect has been made, or any similar type of procedure;
 - (e) the Buyer is involved in a WHOA (Court Approved Restructuring Plan Act) procedure, or any similar type of procedure;
 - (f) a statutory debt restructuring arrangement has been declared applicable in respect of the Buyer or a request to that effect has been made, or any similar type of procedure;
 - (g) the Buyer closes down or terminates its business, sells or otherwise disposes of its company, loses control over its company, or the Buyer's company is dissolved or placed under administration or guardianship; or
 - (h) the Buyer's moveable or immovable assets are seized in execution or if a prejudgment seizure of said Products is not lifted within 1 (one) week after the date of seizure.In all cases stated above, the Buyer's obligations become immediately due and payable without Asica Group incurring any obligation to undo any performance already delivered and/or fulfilled.
2. If a situation as referred to in the above Clause 12.1 occurs, Asica Group is entitled to claim immediate and full payment of all that the Buyer owes Asica Group under the Agreement and/or for any other reason by whatever virtue.

Clause 13: Retention of title, lien, and other forms of security

1. Asica Group retains the ownership of all Products supplied to or to be delivered to the Buyer by Asica Group until the Buyer has paid all amounts owed to Asica Group for:
 - a. the Products delivered or to be delivered pursuant to the Agreement and/or any other agreements concluded or to be concluded, as well as work performed or to be performed under the aforementioned agreements and/or other obligations of a financial nature or otherwise arising from the aforementioned agreements;
 - b. compensation claimed by Asica Group due to the Buyer's non-compliance with terms of the agreement or agreements referred to in Clause 13.1(a), including but not limited to fines, interest, reimbursement of costs, and compensation for depreciation of the Products delivered under retention of title based on the value determined by Asica Group.
2. As long as ownership of the Products has not yet passed to the Buyer, the Buyer shall not encumber the Products concerned nor make the Products a constituent part of or permanently incorporate these into another movable or immovable asset nor form a new asset from these Products.
3. As long as ownership of the Products has not yet transferred to the Buyer, the Buyer shall, with regard to Products under retention of title, (i) keep these Products separate from other Products, (ii) visibly mark the Products as being the property of Asica Group, (iii) handle the Products with due care, and (iv) adequately insure the Products for as long as they remain under retention of title.
4. The Buyer is permitted to, in the normal course of its business, use, process, sell, and transfer Products under retention of title. If the Buyer fails to fulfil its obligations under Clause 13, Asica Group is entitled to withdraw said permission.
5. If the Buyer does not fully comply with its obligations under Clause 13.1 to 13.4 or Asica Group has a well-founded concern that the Buyer will not fulfil these obligations, Asica Group is entitled to, immediately and without further notice of default being required, recover the Products delivered regardless of where these Products are located.
6. Should Asica Group be so entitled to recover the Products, the Buyer hereby authorizes Asica Group to enter the premises occupied by or on behalf of the Buyer in order to recover the Products, and will fully cooperate with Asica Group and/or the third party or third parties engaged by Asica Group for this

- purpose. All costs relating to recovery of the Products will be borne by the Buyer.
7. The Buyer may not invoke and waives a right of retention with regard to any storage costs and/or compensate these costs or offset them against the Buyer's outstanding obligations.
 8. Asica Group reserves the right to establish a right of pledge on the Products supplied subject to retention of title if and as soon as the Buyer has become the owner of those Products, and the Buyer accepts the said right of pledge. The pledge then serves as additional security for all claims Asica Group has against the Buyer and/or that will arise from an existing legal relationship.
 9. The Buyer will immediately notify Asica Group in writing if a third party claims any right in respect of Products delivered that are subject to retention of title and/or that have been pledged, stating at that time the name and address of the third party concerned. Asica Group is authorized to approach the said third party in order to pass on information to this third party.
 10. Without prejudice to the foregoing, Asica Group is entitled to demand security or additional security from the Buyer during the term of the Agreement if there are indications that lead Asica Group to doubt whether the Buyer will be able to fulfil its obligations towards Asica Group.
 11. If the Buyer is established in Germany and/or the Products are destined for Germany, the following extended retention of title under German law will apply between the Parties, whereby Asica Group is referred to as "wir" and the Buyer as "Käufer":

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer und seine Konzerngesellschaften zustehen.

Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt: a) Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren. b) Verbleibt ein von Eigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt. Der Käufer tritt bereits jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäss nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären. Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.

Clause 14: Force majeure

1. In these General Terms and Conditions, force majeure is understood to mean: any circumstance not attributable to Asica Group's fault in the subjective sense which makes it impossible or practically too onerous for Asica Group to perform its obligation or part thereof or to do so in good time or properly, including – but explicitly not limited to – total or partial harvest failure, crop diseases, pest infestations, force majeure and/or breach of contract and/or unlawful acts on the part of suppliers or carriers of Asica Group or on the part of other third parties involved in the performance of the Agreement, and/or late, delayed and/or incorrect delivery to and/supplying of Asica Group by suppliers and/or third parties, abnormal weather conditions, frost, storm damage and other damage caused by natural forces, strikes (whether official or unofficial) or other industrial action, transport difficulties, epidemics, pandemics, fire,

theft, war and threat of war, terrorist attacks and the threat of terrorism, as well as government measures such as import, export and transit bans, levies, import duties, sanctions and quota restrictions.

2. In the event of force majeure, Asica Group will be entitled to suspend the performance of its obligation under the Agreement or part thereof and the Buyer will not be entitled to claim performance or compensation. If the force majeure lasts longer than two (2) months, either Party will be entitled to terminate the Agreement in whole or in part without being liable to compensation, on the understanding that if Asica Group has partially performed its obligation before or after the occurrence of the force majeure, it will at all times be entitled to a proportional part of the price. Asica Group is also entitled to invoke force majeure if it occurs after Asica Group should have performed its obligation.

Clause 15: Confidentiality

1. The Parties acknowledge that, in the performance of the Agreement and/or any other agreements to be concluded between the Parties, Asica Group may make information available to the Buyer. This information to be exchanged shall be treated as confidential.
2. 'Confidential information' means any and all information, whether in written, oral or electronic form, which has been made available by Asica Group.
3. The Buyer shall not exploit or use the confidential information in any way, in its original or modified form, for any purpose other than the proper performance of the Agreement. The Buyer shall also maintain absolute confidentiality with regard to all information relating to Asica Group, its business activities, the Products, and its clients unless required otherwise by law.
4. The Buyer shall return any and all confidential information in print form, including any copies of such, and/or permanently delete all confidential information in electronic form immediately on the written request by Asica Group and/or at the end of the Agreement for the purpose of which the confidential information has been provided.
5. If the Buyer fails to comply with one or more obligations under this article or fails to comply in full, the Buyer will owe an immediately due and payable penalty of EUR 7,500 per (seven thousand five hundred euros) for each event/instance of non-compliance, as well as a penalty of EUR 500 (five hundred euros) for each day the non-compliance continues, without a notice of default being required. Said penalties do not replace any other compensation and apply without prejudice to Asica Group's right to full compensation and/or right to demand compliance.

Clause 16: Intellectual and industrial property rights

1. All intellectual and industrial property rights in relation to the Products and the packaging and packaging materials intended for them, all in the broadest sense of the word, are vested exclusively in Asica Group and its licensors.
2. Without the express written permission of Asica Group, the Buyer is prohibited from using, in the broadest sense of the word, any intellectual property rights, trade names or products, such as quotations, offers or other documents of Asica Group.
3. For each infringement of a right as referred to in paragraph 1 and 2 of this Clause, the Buyer will forfeit an immediately due and payable penalty of EUR 5,000 (five thousand euros), increased by an immediately payable penalty of EUR 1,000 (one thousand euros) for each day, including part of a day, on which the infringement continues. Said penalties do not replace any other compensation and apply without prejudice to Asica Group's right to full compensation and/or right to demand compliance.

Clause 17: Final provisions

1. Headings and subheadings in these General Terms and Conditions are included for convenience and reference purposes only and shall not affect the interpretation or meaning of the underlying provisions.
2. If one or more provisions of these General Terms and Conditions and/or an Agreement prove to be null and void and/or are annulled by a court, the other provisions of these General Terms and Conditions and the Agreement will retain their legal force. The void or annulled provisions will be replaced by valid provisions which, in view of the object and purpose of these General Terms and Conditions and the Agreement, deviate as little as possible from the original provisions.
3. These General Terms and Conditions are without prejudice to the Asica Group's rights and remedies under the law and/or treaties.
4. For the purpose of these General Terms and Conditions, email correspondence is also deemed to be written correspondence.
5. Asica Group is entitled to amend these General Terms and Conditions at any time.

6. The Buyer waives the right to withdraw from the Agreement pursuant to Article 6:228 of the Dutch Civil Code (entering the agreement based on an incorrect understanding) and/or amend the Agreement pursuant to Article 6:230 of the Dutch Civil Code.
7. Without Asica Group's prior written consent, the Buyer is not allowed to fully or partially transfer an Agreement or one or more of its rights and/or obligations under an Agreement. In addition to its effect under the law of obligations, this prohibition also has effect under property law (within the meaning of Article 3:83(2) of the Dutch Civil Code).
8. All clauses in these General Terms and Conditions have been laid down not only for Asica Group, but also for Asica et al., who may invoke this third-party clause at any time.
9. The Buyer hereby waives its rights within the meaning of Article 6:265 of the Dutch Civil Code to dissolve this Agreement in whole or in part of to claim dissolution at law.

Clause 18: Applicable law, disputes, legal and arbitration costs

1. Without prejudice to the provisions of Clause 13.11 of these General Terms and Conditions, the legal relationship between the Parties is governed by Dutch law, the United Nations Convention on Contracts for the International Sale of Products (also known as the Vienna Sales Convention) is expressly excluded.
2. With due regard to the provisions of Clause 18.3, any disputes that may arise between the Parties as a result of or in connection with an Agreement and/or these General Terms and Conditions will in the first instance be exclusively settled by the District Court of Rotterdam (proceedings on the merits) or the preliminary relief judge of the District Court of Rotterdam (preliminary relief proceedings and other interim measures), without prejudice to the authority of Asica Group to submit disputes as referred to here to any other competent court.
3. In the event that the Buyer is domiciled in a country which is a party to the New York Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards and where neither Regulation (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast Brussels I Regulation) nor the Lugano Convention of 30 October 2007 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (Lugano II Convention) applies on the date that the Parties entered into the Agreement, any dispute arising out of or in connection with this agreement shall be referred to arbitration in Rotterdam in accordance with the UNUM arbitration rules.
4. As per the UNUM arbitration rules, unless the parties agree otherwise, the language of the arbitration shall be the Dutch language if all parties to the dispute are established in the Netherlands, or the English language in all other cases.
5. The costs related to judicial and arbitral proceedings, including but not limited to the actual costs of lawyers, bailiffs, experts and translators incurred by Asica Group, will be fully borne by the Buyer if the latter is fully or predominantly ruled against.

April 2024