

Source: <https://rucip.eu/> and <https://jaap-agro.com/wp-content/uploads/2025/09/RUCIP-2021-EN.pdf>.

GENERAL TERMS AND CONDITIONS of JAAP AGRO (version 2024)

These General Terms and Conditions of JAAP AGRO are filed with the Chamber of Commerce under number 80316638.

LAYOUT

The provisions in section *Chapter I. GENERAL* shall apply to all Agreements between JAAP AGRO and the Contracting Party. The provisions in *Chapter II. PURCHASE* are applicable if there is a Purchasing Agreement between JAAP AGRO and the Seller. The provisions in *Chapter III. SALE* are applicable if there is a Sales Agreement between JAAP AGRO and the Buyer.

I. GENERAL

1. Terms

Terms used in these General Terms and Conditions (with initial capitals) shall have the meaning ascribed to them in this article:

- **JAAP AGRO:** The private limited-liability company JAAP Trading B.V., having its registered office in Amsterdam and its principal place of business at Grote Bickersstraat 74, 1013 KS AMSTERDAM (Netherlands), registered in the trade register under KvK number 80316638, including all its affiliated companies.
- **Contracting Party:** Any natural or legal person that enters into an Agreement with JAAP AGRO, whether or not through representation.
- **Seller:** A contracting party that enters into an Agreement with JAAP AGRO, whether or not through representation, on the basis of which it sells Products to JAAP AGRO.
- **Buyer:** A Contracting Party that concludes an Agreement with JAAP AGRO, whether or not through representation, on the basis of which JAAP AGRO sells Products to him.
- **General Terms and Conditions:** These general terms and conditions.
- **Agreement(s):** All agreements, i.e. legal relations pertaining to—without limitation—purchase and sale, services and/or other activities, between JAAP AGRO on the one hand and the Seller and/or the Buyer and/or the Contracting Party on the other, to which these General Terms and Conditions apply and therefore form an integral part thereof;
- **Products:** The Products are (seed) potatoes. Typically, the Products are perishable natural products, which are subject to natural processes, including but not limited to condensation, mould, rot, dehydration, weight loss, etc.
- **Sectoral Conditions:** In these Terms and Conditions, the term "Sectoral Conditions" shall mean the following sets of sectoral terms and conditions:
 - **VAVI Purchase Conditions Link Industry/Trade 2009:** Purchase Conditions and Arbitration Regulations for the purchase of potatoes in the link industry/trade (adopted by VAVI), version 2009. Source: <https://jaap-agro.com/wp-content/uploads/2025/09/association-of-the-potato-processing-industry-general-terms-and-conditions.pdf>
 - **VAVI Purchase Conditions 2021:** the General Terms and Conditions for the Purchase and Contract Cultivation of Potatoes in the link Industry/ Cultivation (adopted by VAVI en LTO), version 2021. Source: <https://vavi.nl/nl/downloads/> en <https://jaap-agro.com/wp-content/uploads/2025/09/association-of-the-potato-processing-industry-general-terms-and-conditions.pdf>.
 - **VBNA/VENEXA conditions:** the General Terms and Conditions for the Wholesale Trade in Potatoes with accompanying arbitration regulations (adopted by V.B.N.A. and VENEXA), version 1986.
 - **AVC conditions:** the General Terms and Conditions for Ware Potatoes 2012 with accompanying arbitration regulations (adopted by the LTO and NAO). Source: <https://www.nao.nl/marktinfor/handelsvoorwaarden>
 - **AHP conditions:** the General Trading Conditions for Seed Potatoes, with accompanying arbitration regulations (adopted by NAO, LTO, VAVI and NAV), version 2018. Source: <https://www.nao.nl/marktinfor/handelsvoorwaarden>
 - **RUCIP terms and conditions:** The RUCIP Trading Conditions with accompanying expert assessment and arbitration regulations, version 2021.

- **Vienna Sale Convention:** The United Nations Convention on Contracts for the International Sale of Goods, Vienna, 11-04-1980.
- **INCOTERMS:** The INCOTERMS® 2020 of the International Chamber of Commerce in Paris (France).
- **In writing:** The term "In Writing" includes not only messages sent by (registered) letter, but also messages sent by e-mail, fax or WhatsApp (excluding messages via X, Facebook, Instagram etc.).

2. Applicability

- 2.1. These General Conditions apply to the Agreement, even after its termination, as well as to offers, negotiations and unlawful acts by JAAP AGRO. In case of:

- **purchase of ware potatoes (excluding table potatoes) from trader/processor,** the VAVI Purchase Conditions for the link Industry/Trade 2009, with the exception of article 14, apply additionally;
- **purchase of ware potatoes (excluding table potatoes) from grower,** the VAVI Purchase Conditions for the link Industry/Cultivation 2021, with the exception of articles 6.3-6.11, 7.8 last sentence, 7.9, 9.2, 9.3, 10.1 and 12.1 to 13, apply additionally;
- **purchase of table potatoes from growers,** the General Terms and Conditions for Ware Potatoes apply additionally, with the exception of articles 14 (5) and (7), 15 to 17, 19 to 22;
- **purchase of seed potatoes**, the General Trading Conditions for Seed Potatoes apply additionally, with the exception of articles 33 to 43 and 46 to 52;
- **sale of ware potatoes,** the VBNA/VENEXA terms and conditions, with the exception of article 37(3), apply additionally;
- **sale of seed potatoes delivered in the Netherlands,** the General Trading Conditions for Seed Potatoes apply additionally;
- **sale of seed potatoes delivered outside the Netherlands,** the RUCIP conditions apply additionally.

- 2.2. In case of conflict between any provisions of the Agreement and/or these General Terms and Conditions, the following order of precedence shall apply: I. the Agreement; II. these General Terms and Conditions; III. Sectoral Conditions. Explicitly inapplicable to the Agreements with JAAP AGRO are any general conditions to which the Contracting Party refers in any way or which the Contracting Party declares applicable.

- 2.3. Deviations from these General Terms and Conditions are hereby expressly rejected, unless for each Agreement they are again expressly confirmed In Writing by JAAP AGRO to the Contracting Party.

3. Settlement

- 3.1. The Contracting Party shall not be entitled to set off any claims it may have against JAAP AGRO against any payments or other obligations that the Contracting Party owes to JAAP AGRO. Nor shall the Contracting Party be entitled to suspend its obligations in such cases.
- 3.2. JAAP AGRO is at all times entitled to settle its claims on the Contracting Party and/or legal or natural persons affiliated with the Contracting Party with any payments and/or obligations owed to the Contracting Party and/or its affiliated companies and/or persons.

4. Liability

- 4.1. JAAP AGRO is never liable for compensation suffered by third parties (not being the Contracting Party or its employees). The Contracting Party shall indemnify, defend and protect JAAP AGRO and its related legal and natural persons, as well as their officers, directors, employees shareholders, agents and authorised contractors from and against claims and/or demands, damages, liabilities, costs and expenses arising therefrom.
- 4.2. Any shortages, short shipments and damage must be reported in writing by the Contracting Party to JAAP AGRO. Contrary to the provisions of the Sectoral Conditions, JAAP AGRO shall not be liable for defects for which a complaint has

- been made known to JAAP AGRO after the potatoes concerned have been planted or cut.
- 4.3. Under no circumstances shall JAAP AGRO be liable to the Contracting Party or any other person for any special, incidental, consequential or punitive damages, costs or expenses, including without limitation loss or damage in the form of goodwill impairment, loss of sales, loss of revenue, loss of profits, interruption of work, interruption of production, unspecified lump sum claims, penalties, fines, damage to other property or otherwise, whether or not the relevant loss or damage arises out of or relates to a breach of a warranty, default, misrepresentation, negligence or otherwise.
- 4.4. JAAP AGRO's liability per incident or series of related incidents, if they are the result of one and the same cause, shall at all times, regardless of the basis of the claim (whether arising from contract, negligence, unlawful act or otherwise), be limited to the net amount invoiced for the delivery in question, with a maximum of € 25,000 or its equivalent in another currency on the date of payment.
- 4.5. JAAP AGRO can only not invoke the aforementioned liability exclusions and limitations in case of intent or deliberate recklessness of executive officers of JAAP AGRO, to be proven by objective standards by the Contracting Party.
- 4.6. The Contracting Party is obliged to provide complete and correct information, especially in relation to the collection of VAT in connection with intra-community transactions. In the event of non-compliance by the Contracting Party, the latter shall indemnify, defend and protect JAAP AGRO against all claims in this regard, and waive the right to file a claim or complaint against JAAP AGRO in this regard.
- 4.7. If JAAP AGRO is fully or partially vindicated in legal proceedings, all costs it has incurred in connection with these proceedings shall be for the account of the Contracting Party.
- 5. Force majeure**
- 5.1. In the event of force majeure, JAAP AGRO is entitled to suspend the performance of the Agreements for the duration of the force majeure. If the duration or severity of the force majeure so requires—and this is solely at the discretion of JAAP AGRO—JAAP AGRO is authorised to consider the Agreements, to the extent that they have not yet been executed, as dissolved. JAAP AGRO may in any case dissolve the Agreements without any obligation to pay compensation.
- 5.2. In addition to the additionally applicable Sectoral Conditions, force majeure on the part of JAAP AGRO is herein understood to mean any special circumstance that makes the fulfilment of the obligations impossible or so difficult that they cannot reasonably be required from JAAP AGRO, such as war, mobilization, pandemic, strike, labour disturbances, revolution, riot, uprising, storm, ice, flooding, stagnation in electricity or water supply, industrial fire, cooling defects, business stagnation due to machinery breakdown or difficulties in energy supply, traffic impediments (including but not limited to impediments as a result of Brexit), whole or partial crop failure, abnormal drought or continuous rain, disease in the crop, pest infestations, default of suppliers, etc. Force majeure of JAAP AGRO's suppliers, including installers and growers, and its customers shall be considered on the part of JAAP AGRO.
- 6. Termination**
- 6.1. JAAP AGRO shall be entitled to fully or partially suspend the performance of an Agreement, or to immediately terminate or dissolve it without prior notice of default or judicial intervention, without any obligation to pay compensation, in the event that:
- the Contracting Party fails to fulfil one or more obligations under the Agreement or related agreements,
 - JAAP AGRO suspects that the Contracting Party is or will not be able to meet its obligations under the Agreement and does not provide a bank guarantee from a Dutch bank within 48 hours following and in accordance with JAAP AGRO's request,
 - in the opinion of JAAP AGRO, important changes in the direct or indirect ownership or control relations are taking place at the business of the Contracting Party, or if the business of the Contracting Party is discontinued or sold.
- 6.2. In case of termination or dissolution, JAAP AGRO shall in no case be liable for compensation. The Contracting Party is obliged to indemnify JAAP AGRO against claims of third parties made by or in connection with the termination or dissolution of the Agreement.
- 6.3. The Contracting Party is not authorised to terminate the Agreement out of court.
- 6.4. If and in so far as the Contracting Party terminates the Agreement(s) in whole or in part, irrespective of the reason, the Contracting Party is obliged to pay compensation that is at least equal to 25% of the purchase price of the Agreement(s), notwithstanding JAAP AGRO's right to additional compensation and fulfilment of the Agreement(s). JAAP AGRO is also entitled in that case to charge all costs incurred up to that point. Section 6:92 of the Dutch Civil Code is hereby excluded.
- 7. Other provisions**
- 7.1. If any part or parts of the provisions of the Agreement, including these General Terms and Conditions, should be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In that case, the parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that approximates the essential purpose of the invalid or unenforceable provision as much as possible.
- 7.2. In the event of a dispute regarding the meaning of the translation of these General Terms and Conditions, the Dutch text shall prevail.
- 8. Applicable law and resolution of disputes**
- 8.1. Unless otherwise stipulated elsewhere in these General Terms and Conditions, the Agreement and all legal relationships and/or obligations arising out of or related to the Agreement, to which these General Terms and Conditions apply, including any matter concerning the existence, validity or termination of the Agreement and non-contractual disputes, shall be governed exclusively, by Dutch law.
- 8.2. The provisions of the Vienna Sales Convention are excluded.
- 8.3. All disputes between the parties arising from or related to the Agreement and all legal relationships and/or obligations arising from or related to the Agreement, including any matter concerning the existence, validity or termination of the Contract and non-contractual and pre-contractual disputes, to which these General Terms and Conditions apply, shall be exclusively settled by arbitration in accordance with the arbitration regulations set out in the Sectoral Conditions additionally applicable pursuant to article 2.1, on the understanding that the Stichting Geschillen in de Landbouw c.a. (Agricultural Arbitration Bureau) in Wageningen, shall act as arbitration office in the first and second instance. The arbitration will take place in Wageningen (the Netherlands). The working language is English/Dutch.
- 8.4. If no Sectoral Conditions are (declared) applicable, or if the applicable Sectoral Conditions do not include a valid and effective arbitration provision and/or rules, or if in accordance with article 2(1) the arbitration provision is excluded, all disputes arising from or related to the Agreement and all legal relationships and/or obligations arising from or related to the Agreement, including any matter concerning the existence, validity or termination of the Agreement and non-contractual and pre-contractual disputes, to which these General Terms and Conditions apply, shall be exclusively settled in accordance with the arbitration regulations of the Stichting Geschillen in de Landbouw c.a. (Agricultural Arbitration Bureau) in Wageningen. Arbitration shall take place in Wageningen (the Netherlands). The working language is English/Dutch. A copy of these arbitration regulations can be viewed at www.iar.nl.
- 8.5. Notwithstanding the foregoing, JAAP AGRO shall be free to submit claims for sums of money due and payable, the indebtedness of which has not been disputed In Writing within four (4) weeks after the invoice date, to the District Court of Rotterdam, location Rotterdam.
- 8.6. Notwithstanding other provisions in these General Terms and Conditions regarding prescription and/or expiry, all claims against JAAP AGRO shall lapse by expiry of one (1) year after they arose. The right to bring legal action against JAAP AGRO

lapses after one (1) year after this right arose, or as much earlier as stipulated in the Sectoral Conditions.

II. PURCHASING

9. Conclusion

- 9.1. All offers, quotations and other information originating from the Seller, regardless of their form, are irrevocable and binding. This applies in particular to quotations.
- 9.2. An Agreement is only established through a Written purchase confirmation from JAAP AGRO, to which these General Terms and Conditions apply, or through a purchase contract made by JAAP AGRO, to which these General Terms and Conditions apply.
- 9.3. Verbal commitments or agreements, including amendments and/or changes to the Agreements, by or with staff or representatives of JAAP AGRO are only binding if and insofar as they have been confirmed In Writing.

10. Delivery

- 10.1. Terms of delivery. The delivery of the Products and the provisions regarding delivery costs and the transfer of risk shall take place in accordance with the Incoterm, as referred to in the INCOTERMS, agreed between JAAP AGRO and the Seller. If no Incoterm has been agreed between JAAP AGRO and the Seller, delivery shall take place on the basis of Delivery Duty Paid (DDP) to the location to be designated by JAAP AGRO. The Seller shall deliver immediately on request of JAAP AGRO. If the purchase contract and/or purchase confirmation states 'delivery on truck Buyer' or 'ex works Seller', this only means that the transport costs shall be for JAAP AGRO's account. Indeed, delivery will always and only take place at JAAP AGRO's premises in Nieuwe-Tonge (the Netherlands), or an alternative location to be designated by JAAP AGRO. Furthermore, the Seller waives any rights of retention and security.
- 10.2. Weighing costs and scooping costs shall always be borne by the Seller.
- 10.3. Loading site safety. If the parties have agreed that delivery and transfer of the Products will take place at a location other than JAAP AGRO's address, the Seller warrants that:
 - the Products to be delivered are ready for loading at the agreed place and time;
 - for the purpose of loading, the loading location, including the site and the goods located thereon, meet all the relevant safety requirements, including those aimed at preventing damage and injury;
 - for the purpose of loading at the loading location, the materials made available, including loading equipment (e.g. forklift trucks), etc., comply with all safety requirements aimed at preventing damage and injury;
 - no dogs are allowed to run loose at the loading location;
 - the Products to be delivered are moved and loaded in such a way as to prevent damage, injury, contamination and/or decrease in quality;
 - Products to be delivered are packed in crates and/or stacked on pallets have been packed and palletised in a safe manner, if necessary using stretch wrap to ensure stable stowage.
- 10.4. JAAP AGRO has the right to check whether the obligations mentioned in article 10.3 have been fulfilled before loading. By extension JAAP AGRO has the right, on the basis of this check, to abandon loading at its own discretion, and without liability for compensation. The Seller is liable for all resulting damage and costs, including, without limitation, damage due to quality deterioration, waiting hours, transport costs, etc.
- 10.5. If JAAP AGRO omits this inspection or has not expressed any remarks regarding the safety of the loading location, the site and the materials made available, this shall not affect the Seller's penalty clause, compensation and/or indemnity obligation as expressed below.
- 10.6. If the Seller fails to comply with one or more of the obligations mentioned in article 10.3, it shall be in default and shall forfeit to JAAP AGRO, without notice of default being required, an immediately payable fine of € 50,000. Notwithstanding the provisions of Section 6:92 of the Dutch Civil Code, this penalty shall not affect

JAAP AGRO's right to claim full compensation and fulfilment. The Seller is obliged to indemnify JAAP AGRO for all financial consequences that may result from failure to comply with one or more of the obligations mentioned under 10.3.

- 10.7. Timely delivery. The Seller shall deliver immediately on JAAP AGRO's request. Delivery of the Products shall take place in the manner and at the place and time stipulated in the Agreement. The delivery period commences as soon as the Agreement has been concluded. Exceeding the delivery date shall place the Seller in default without notice of default.
- 10.8. Unless otherwise agreed In Writing, the Seller shall not be entitled to make partial deliveries. If making partial deliveries has been agreed, for the purposes of these General Terms and Conditions, delivery shall be understood to include a partial delivery.
- 10.9. Delivery shall be completed when the Products have been received by or on behalf of JAAP AGRO, JAAP AGRO has approved the delivery, and has signed for delivery. Signing for delivery by JAAP AGRO does not affect the right to reject the goods later. Signing does not prevent JAAP AGRO from exercising any rights, such as its rights arising from default on the part of the Seller.
- 10.10. The Seller is not entitled to suspend its obligation to deliver if JAAP AGRO fails to fulfil any of its obligations.
- 10.11. If the parties have agreed on a delivery period, they may deviate from it by mutual consent.
- 10.12. Net tonnages. The net tonnages stated on the purchase contract and/or purchase confirmation are binding. Even if the Seller is unable to meet its net obligations as a result of growing conditions, arising through no fault of its own and/or liability, JAAP AGRO may oblige the Seller to purchase the shortfall elsewhere or it may make use of its rights under articles 10.13 to 10.18.
- 10.13. Rights. In the event of non-delivery, late delivery and/or defective delivery, JAAP AGRO has the right to dissolve the Agreement without further notice of default, or, at its own discretion, the right to claim compliance and/or to refuse the Products; and in all cases the right to full compensation for damages.
- 10.14. In case of rejection and/or refusal of all or part of the Products delivered or offered for delivery, JAAP AGRO has the right, at its own discretion, to demand a substitute delivery, or to transfer the rejected quantity to the remaining part of the Agreement, or to reduce the purchase price, or to conclude a substitute transaction in the sense of Section 7:37 of the Dutch Civil Code; all this with full compensation for damages.
- 10.15. If after the conclusion of the Agreement the information regarding the Seller's financial position is such that the fulfilment of the delivery obligation must be considered as uncertain, JAAP AGRO has the right to demand security from the Seller for the fulfilment of its delivery obligations in a form determined by JAAP AGRO. If the Seller fails to provide such security in time, JAAP AGRO shall be entitled to rescind the Agreement and/or claim compensation for damages.
- 10.16. If the Seller is in arrears with the delivery of the Products and the purchase price of Products already delivered by the Seller has become due and payable, JAAP AGRO shall be entitled to suspend payment for those previously delivered Products until the overdue deliveries have been made by the Seller.
- 10.17. The Seller is not entitled to suspend its obligation to deliver if JAAP AGRO fails to fulfil any of its obligations. In case of late or short delivery of the Products, JAAP AGRO reserves the right to:
 - refuse to accept the Products,
 - impose a flat-rate penalty of € 500 (five hundred euros); and
 - impose an additional penalty of 5 per cent of the order value for each day the delay continues, up to a maximum of 30 per cent of the order value.
- 10.18. If as a result of a late or short delivery by JAAP AGRO a penalty is imposed by a customer, and this penalty exceeds the amount of the penalty imposed by JAAP AGRO on the Seller for that late or short delivery, JAAP AGRO shall be entitled to impose a penalty on the Seller equal to the amount of the penalty imposed by the

customer on JAAP AGRO. Any penalty imposed shall not affect the liability of the Seller to compensate any damages and losses suffered by JAAP AGRO as a result of the late or short delivery if these losses exceed the amount of the penalty.

11. Quality

11.1. **General** The Products to be delivered by the Seller must meet the quality requirements as provided for in the Agreement and the Sectoral Conditions, as well as the quality requirements that are standard business practice and that—given the circumstances of the case—may be set to the Products to be delivered.

11.2. **Specific.** In addition, unless otherwise agreed, all Products to be delivered by the Seller shall be sound, dry, good in taste, colour and odour, good in appearance, free from external and internal defects, rot and frost damage, GMO-free, free from soil and product-foreign matter, free from (residues of) chemical agents, varietally pure and delivered unmixed.

11.3. The Products must be of good quality upon arrival at JAAP AGRO's premises in Oud-Beijerland (Netherlands), or the receiving location to be designated by JAAP AGRO and within a reasonable period of time after receipt by the ultimate purchaser, anywhere in the world (e.g. New Zealand and Manila), and must meet the specific requirements and permissible tolerances applicable to the agreed class, and be certified. JAAP AGRO shall state the name of its customer and the country of destination in the sorting order and/or upon call-off at the latest.

11.4. The Products shall comply with all regulations based on Dutch and/or European legislation governing the use and application of crop protection products and those concerning tolerances for residues of crop protection products and heavy metals and/or other regulations based on Dutch and/or European legislation concerning the use and/or processing of the Products. The Products shall also comply with the regulations, prescriptions and quality requirements of the country of destination and JAAP AGRO's customer.

11.5. The Products shall satisfy all aforementioned quality requirements at the time of delivery, as well as during a reasonable subsequent period. A reasonable period is understood to mean at least that the final purchaser has sufficient time to use the Products for the purpose for which they are intended and/or to report any harmful consequences of any defects to JAAP AGRO.

11.6. **Imazalil.** The Seller is obliged to deliver to JAAP AGRO ware potatoes that are free of (residues of) Imazalil under penalty of an immediately payable penalty of € 100,000 per non-conforming consignment, notwithstanding JAAP AGRO's right to compensation for damages exceeding this amount.

11.7. During taring, at which the Seller may be present, JAAP AGRO shall take, at the Seller's expense, a sample of two times 10 kg from each consignment which it shall keep in sealed bags for one month. In and on the sealed bag there shall be a label with the details of the consignment and the Seller. If at any time an excessive level of (residues of) Imazalil is found in the (end) product and/or the residual streams, laboratory testing of the contents of a sample bag will provide compelling evidence between the Seller and JAAP AGRO of the nature and level of the chemical and other substances in the delivered batch and this will be established between them. The costs of the samples and examination shall be borne by the Seller.

12. Examination

12.1. The Seller shall give JAAP AGRO the opportunity to carry out a sample inspection (or have one carried out) of the consignment sold prior to delivery. If JAAP AGRO's quality inspector determines that the consignment in question does not meet the agreed quality requirements, JAAP AGRO shall be entitled, without any obligation to pay compensation, to dissolve or annul the Agreement with immediate effect (i.e. without notice of default). A positive sample inspection by JAAP AGRO's quality controller does not mean (for example due to the limited size of the sample, hidden defects and developing defects) that the Products to be delivered meet the agreed quality requirements. JAAP AGRO reserves all rights in this respect, including the right to lodge a complaint after delivery.

12.2. During a period of five working days after discovery of the (non-visible) defect by JAAP AGRO, JAAP AGRO is entitled to complain about the quality of the Products delivered. With regard to export destinations, JAAP AGRO is also

permitted to complain about the quality within a reasonable time after the Products have been received by the final purchaser. Complaints may be made verbally or In Writing.

12.3. If the Seller does not accept the complaint in writing within 24 hours, JAAP AGRO or an agent or another competent person (hereinafter: the **expert**) will have the complaint assessed. The costs of this assessment shall be borne by the party against whom the matter is decided. The expert's findings shall bind both the Seller and JAAP AGRO. If the expert establishes that the Products do not comply with the Agreement, it is established between the parties that the Seller has failed imputably and JAAP AGRO shall be entitled to the rights stated in article 10.13 et seq.

13. Prices and payment

13.1. Unless otherwise agreed in writing, all prices are fixed. The Seller shall not be entitled to increase prices for any reason whatsoever without the prior Written consent of JAAP AGRO.

13.2. Prices are exclusive of turnover tax but inclusive of proper packaging material, if applicable, and any other costs incurred by the Seller in fulfilling its obligations, unless otherwise agreed in Writing.

13.3. JAAP AGRO shall pay for the Products or services delivered (within thirty (30) days after delivery/invoice date, unless otherwise agreed in Writing) as agreed and on condition that the delivered Products have been approved and after receipt of all, if applicable, associated documentation. In case JAAP AGRO exceeds this term of payment it shall be liable to pay a non-compounded default interest of 2% per annum, but shall not be liable for any further damages (including but not limited to collection costs).

13.4. Payment by JAAP AGRO does not constitute a waiver of any rights under the Agreement, the General Conditions, or the law. Even when the Products have been approved, payment shall not be regarded as an acknowledgement by JAAP AGRO of the soundness of the Products delivered and does not release the Seller from any liability in this respect.

13.5. If full or partial prepayment has been agreed, JAAP AGRO is entitled to require the Seller to provide adequate security for the fulfilment of its obligations to deliver or its obligations to repay in case of cancellation of the order or termination of the Agreement. If the Seller does not provide adequate security within the period set by JAAP AGRO, JAAP AGRO shall be entitled to terminate the Agreement and to recover its losses from the Seller. Adequate security shall in any case be an immediately payable bank guarantee in the amount of 100% of the amounts advanced. The Seller shall bear the costs of providing the security.

13.6. Every payment made by JAAP AGRO shall be considered as payment of the debt declared with that payment by JAAP AGRO. Payment shall release JAAP AGRO from all obligations under the relevant Agreement and cannot be considered by the Seller as payment of any other alleged claim of the Seller against JAAP AGRO.

14. Recall

14.1. In the event of complaints, the parties shall take such measures in consultation with each other as are necessary under the circumstances. The measures to be taken may consist of stopping deliveries, blocking stocks of Products (whether or not at JAAP AGRO's customers) or a recall. JAAP AGRO is entitled to decide whether and, if so, which measures will be taken and how they will be implemented. Where applicable, JAAP AGRO shall, when making such a decision, take into account the fact that it markets Products and therefore needs to protect its reputation. The Seller shall cooperate in any reasonable manner in the implementation of such measures. The Seller shall properly insure itself against the risk of recall and shall bear all costs of the measures, without prejudice to the Seller's obligations regulated elsewhere in these General Terms and Conditions.

14.2. The Seller is obliged to keep confidential all information relating to measures pursuant to this article that may or will be taken. Failure to comply with this obligation will result in a penalty in the amount of € 25,000.

15. Intellectual property rights



- 15.1. The Seller hereby grants JAAP AGRO a non-exclusive, perpetual, irrevocable, worldwide and transferable right to use all intellectual property rights relating to the Products delivered by the Seller. This right of use also includes the rights to grant this right of use to (possible) customers or other third parties with whom JAAP AGRO maintains relations in the course of its business.
- 15.2. The Seller guarantees that the use, including resale, of the Products delivered by the Seller will not infringe any intellectual property or other (proprietary) rights of third parties.
- 15.3. The Seller shall indemnify JAAP AGRO against any claims by third parties resulting from any infringement of the aforementioned rights and the Seller shall compensate JAAP AGRO for all resulting damages.
- 15.4. Insofar as JAAP AGRO makes available to the Seller resources in respect of which JAAP AGRO holds an intellectual property right, the Seller acknowledges that JAAP AGRO is and remains the owner of these resources at all times and that the Seller does not acquire any intellectual property right or title in respect of these resources. The Seller shall manage all resources referred to in this paragraph at its own expense and risk and keep them in a good state of repair. The Seller shall not use the resources for or allow them to be used by third parties, unless the Seller has been authorised to do so In Writing by JAAP AGRO.
- 15.5. If the Seller develops goods for JAAP AGRO as part of the Agreement, any intellectual property rights resulting from that development shall accrue exclusively to JAAP AGRO. Any compensation for this shall be deemed to be included in the price agreed for the Products. Insofar as necessary, the Seller shall provide all cooperation in the establishment or transfer of such rights to JAAP AGRO.

III. SALE

16. Conclusion

- 16.1. Unless explicitly indicated otherwise, all offers, quotations and other information of JAAP AGRO, regardless of their form, are non-binding (except price changes) and only constitute an invitation to place an order. This applies in particular to quotations. Quotations are non-binding and shall only be binding when confirmed in writing by JAAP AGRO.
- 16.2. An Agreement shall only be established when JAAP AGRO has confirmed In Writing the order placed by the Buyer. JAAP AGRO cannot be bound by obvious printing and writing errors.
- 16.3. Any implicit or explicit statement or action by the Buyer confirming an Agreement constitutes unconditional acceptance by the Buyer of the Agreement and the applicability of these Terms and Conditions.
- 16.4. If the Buyer has not objected to the content of the order confirmation within 48 hours of receipt thereof In Writing, to which these General Terms and Conditions apply, the order confirmation is deemed to correctly reflect the Agreement and the parties shall be bound by it.

17. Delivery

- 17.1. Unless JAAP AGRO has expressly indicated otherwise In Writing, all deliveries of the Products shall take place Ex Works (EXW) at the location to be designated by JAAP AGRO. Article 18.1 second and third sentence of the RUCIP conditions is excluded. Article 23.2 of the General Trading Conditions for Seed Potatoes is excluded.
- 17.2. The place of delivery is the place of delivery according to the Agreement. I.e., in the case of delivery Ex Works (EXW), delivery shall be deemed to have been made at the location designated by JAAP AGRO.
- 17.3. Delivery times are estimates and are not binding on JAAP AGRO. JAAP AGRO will observe these delivery times as much as possible.
- 17.4. Exceeding delivery times shall not entitle the Buyer to compensation or full or partial rescission/termination of the Agreement.

- 17.5. JAAP AGRO is entitled to deliver the Products in parts. The entire volume will in that case be delivered evenly over the delivery period, unless JAAP AGRO decides otherwise. JAAP AGRO may at its discretion deliver new or old harvest. JAAP AGRO will arrange the transition period from the old harvest to the new harvest in consultation.
- 17.6. JAAP AGRO is entitled to supply a suitable variety other than that specified in the contract.
- 17.7. The method of dispatch is at JAAP AGRO's discretion or as agreed. The Buyer's requests shall be taken into account as far as possible; any additional costs shall be borne by the Buyer.
- 17.8. The Buyer is obliged to take delivery of the Products at the agreed place and time. If the Buyer does not take delivery of the Products or does not do so on a timely basis, it shall be in default without further notice of default being required. In that case JAAP AGRO has the right to store the Products for the account and risk of the Buyer or to sell them to a third party. The Buyer shall owe the purchase price plus interest and costs as compensation.
- 17.9. Any defects in all or part of the delivered Products shall not entitle the Buyer to refuse acceptance of all delivered Products. In derogation of the provisions of Article 28.5.1 b) RUCIP Terms and Conditions and Article 33.6 and 40, introductory words and b) and c), AHP Terms and Conditions respectively, a period of one (1) week after receipt shall apply.

18. Harvest clause

Delivery of the Products shall take place subject to a harvest and storage proviso. If, as a result of a disappointing harvest or storage constraints in respect of quantity and/or quality fewer Products are available--including due to rejection by the competent authorities--than could reasonably be expected at the conclusion of the Agreement, JAAP AGRO has the right to reduce the quantities sold accordingly. By delivering this reduced quantity JAAP AGRO will be deemed to fully meet its delivery obligations. JAAP AGRO shall then not be obliged to deliver substitute Products and shall not be liable for any damage whatsoever.

19. Prices, payment and default

- 19.1. JAAP AGRO's prices are exclusive of VAT and other taxes, duties or levies. The costs of packaging, transport, import and export duties, excise duties and other levies or taxes shall be paid by the Buyer, unless otherwise agreed In Writing. The Buyer indemnifies JAAP AGRO for these costs.
- 19.2. JAAP AGRO shall be entitled, as a result of changes in circumstances beyond its control, to change the agreed prices/rates accordingly.
- 19.3. Payment of JAAP AGRO's invoices shall take place within fourteen (14) days of the invoice date, unless otherwise indicated In Writing, in the agreed currency into a bank account to be designated by JAAP AGRO. Payments shall be made directly to JAAP AGRO; payments to representatives or agents shall never release the Buyer from its payment obligations. The place of execution of payment is Amsterdam (the Netherlands).
- 19.4. Complaints about invoices must be submitted In Writing to JAAP AGRO and within eight (8) days from the date of the invoice. After that period, the Buyer shall be deemed to have agreed to the invoice. The submission of a complaint on account of defective quality or any other complaints does not suspend the Buyer's obligation to pay nor any other obligations of the Buyer, nor are those obligations, regardless of whether the complaint is finally honoured, changed or annulled.
- 19.5. In the event that the payment term is exceeded, the Buyer shall: (a) be in default without any notice of default being required; (b) owe an interest of 1% per month, whereby part of a month shall be counted as a full month; and (c) in the event of extrajudicial or judicial collection, the amount of the claim, increased by 10% administration costs calculated over the invoice amount, with a minimum of € 500,- excluding VAT, and increased by the actual judicial and extrajudicial costs incurred by JAAP AGRO. JAAP AGRO is furthermore entitled to claim compensation for late payment.

- 19.6. In the event of any reasonable grounds for doubting the Buyer's solvency or creditworthiness, JAAP AGRO shall be entitled to demand advance payment, or security, for outstanding deliveries and to demand immediate payment, or security, for all other claims arising from any other Agreements between JAAP AGRO and the Buyer.
- 19.7. All obligations of JAAP AGRO, including but not limited to obligations to deliver or ship ordered Products, shall be suspended as long as the Buyer is in default of payment of any amount due to JAAP AGRO.

20. Retention of title

- 20.1. All Products delivered in the performance of this Agreement shall remain the property of JAAP AGRO until the purchase price with all associated charges has been paid in full and JAAP AGRO has no further claims on the Buyer on any other account, including future claims on the Buyer, including interest and costs (and in the event of delivery on current account, until the moment of settlement of any balance owed by the Buyer).
- 20.2. In the event of late payment, suspension of payments or bankruptcy, JAAP AGRO is entitled to take possession of the Products and to enter the Buyer's grounds and buildings. By entering into the Agreement the Buyer authorises JAAP AGRO to do so.

21. Security

By entering into the Agreement with JAAP AGRO, a (future) pledge is established on the crops in the field and crops to be harvested or harvested that the Buyer cultivates and/or purchases after the conclusion of the aforementioned Agreement, as a security for payment of all that the Buyer owes and/or will owe to JAAP AGRO, including the purchase price and commercial interest for delivered Products, loans and credits provided or to be provided, damages due to current or future (attributable) shortcomings, for example due to the Buyer's failure to deliver or to deliver in full. By entering into the Agreement with JAAP AGRO the Buyer declares that it is authorised to pledge the Products referred to in the previous sentence and that they are not subject to restricted rights.

22. Intellectual property rights

- 22.1. The intellectual and/or industrial property rights relating to the potatoes delivered by JAAP AGRO shall remain vested in it, unless expressly agreed otherwise by the parties In Writing.
- 22.2. The Buyer may only plant the potatoes within its own farm in the country where JAAP AGRO delivers the potatoes. Resale and redelivery is not permitted. The Buyer may only grow ware potatoes with the seed potatoes that JAAP AGRO delivers to him. The Buyer shall deliver to JAAP AGRO the entire yield resulting from those potatoes.

23. Plant breeders' rights

- 23.1. By purchasing potatoes from JAAP AGRO, the Buyer grants JAAP AGRO, the holder of the plant breeder's right and inspection authorities, the right to inspect and test all plots on which they are planted, as well as the storage location. The Buyer shall upon request immediately identify the relevant storage place and plots and hand over relevant records, including invoices to JAAP AGRO.
- 23.2. If JAAP AGRO becomes involved in proceedings concerning plant breeders' rights or other intellectual and/or industrial rights, the Buyer is obliged to provide all cooperation desired by JAAP AGRO, including the collection of evidence. The Buyer shall also indemnify JAAP AGRO in those proceedings.