

## General Terms and Conditions of Purchase and Sale of Schaap Holland B.V.

### Article 1. Applicable conditions

1.1 The following shall also be applicable to all our purchase and sales agreements regarding potatoes, insofar as not in conflict with the contract and the General Terms and Conditions of Purchase and Sale of Schaap Holland B.V.:

- The RUCIP conditions, latest version, if the agreement involves a trading partner outside the Netherlands.
- The General Trading Conditions for Seed Potatoes (hereafter: AHP), established by NAO, LTO, VAVI and NAV (latest version), if the agreement relates to seed potatoes and involves a trading partner located in the Netherlands.
- The AHV conditions (General Trading Conditions for Wholesale Potatoes established by the VBNA and VENEXA) apply if the agreement involves ware potatoes and is made with a trading partner located in the Netherlands.

1.2 Schaap Holland B.V. expressly excludes general terms and conditions of the seller or buyer that contradict the general terms and conditions of Schaap Holland B.V., unless parties reach prior written agreement.

### Article 2. Quality guarantee

2.1 Schaap Holland B.V. supplies seed potatoes on the basis of the standards set for the relevant class of seed potatoes in the inspection regulations of an official certifying authority. Unless explicitly agreed, Schaap Holland B.V. will give no supplementary guarantees. Schaap Holland reserves the right to apply stricter standards than the official certifying authorities.

### Article 3. Conditions for sale of Schaap Holland B.V. seed potato varieties protected by Plant Breeders' Rights

3.1 Schaap Holland B.V. seed potato varieties protected by Plant Breeders' Rights may not be used for further propagation except by express written permission, including a reasonable set remuneration to the breeder.

3.2 Upon the request of Schaap Holland B.V., the buyer is obliged to provide all names and addresses of parties to whom the buyer has delivered or sold Schaap Holland B.V. seed potatoes.

3.3 The buyer grants Schaap Holland B.V. and its representatives the right to inspect, test, and verify all fields planted with seed potatoes purchased from Schaap Holland B.V. On the request of Schaap Holland B.V. or its representatives, the buyer is obliged to provide access to all fields planted with seed potatoes from Schaap Holland B.V.

3.4 The buyer is obliged to provide immediate access to its company and the potatoes, whether in the field or in storage, to certification authorities acting on behalf of Schaap Holland B.V., for the purposes of inspecting the protected variety delivered to the buyer. The buyer is also obligated to provide immediate access to its records, such as invoices, which may be relevant to the inspection.

3.5 The buyer is obliged to provide all cooperation desired by the seller, including cooperation in collection of evidence material, in the event that Schaap Holland B.V. becomes involved in a procedure regarding breeder's rights or other industrial property rights.

3.6 Seed potatoes or varieties protected by Plant Breeder's Rights are to be planted exclusively in the buyer's country; export of those varieties is expressly forbidden.

3.7 In the case of resale of seed potato varieties protected by Plant Breeder's Rights, the seller must require the buyer to agree to the conditions stipulated in Articles 3.1 to 3.6. The buyer will be responsible for fulfilment of these conditions by the purchaser(s) at all times.

3.8 If the buyer fails to comply with the above conditions, the seller is entitled to demand compensation, which may include loss of profit.

### Article 4. Force majeure and harvest reservation

4.1. Schaap Holland B.V. reserves the right to make a partial delivery if the available stocks are inadequate due to *force majeure*, including weather.

4.2 All our agricultural products, regardless of whether they are grown by Schaap Holland B.V. or a third party, are sold subject to harvest. If, due to crop failure, the quantity and/or quality of agricultural products is reduced (this also includes rejection by inspection authorities), so that fewer products are available than were reasonably expected to be available when the agreement was made, Schaap Holland B.V. has the right to proportionally reduce the quantities it delivers. This situation may also arise if products purchased by Schaap Holland B.V. under cultivation contracts are insufficient for all its customers. Delivery of this reduced quantity then satisfies all of Schaap Holland B.V.'s delivery obligations. Schaap Holland B.V. is not then obligated to deliver replacement agricultural products, nor is it liable for any loss whatsoever.

4.3 The RUCIP, AHP and VBNA-Venexa conditions contain a force majeure clause. Schaap Holland B.V. clarifies these provisions and supplements them as follows. Schaap Holland B.V., in its capacity as buyer, may invoke force majeure if (without limitation) exceptional circumstances arise, whether directly or indirectly, as a result of which Schaap Holland B.V. does not wish to purchase all or part of the potatoes. Such circumstances may include, for example, reduced processing options and/or reduced need for potatoes at the customers of Schaap Holland B.V. and/or in other links of the chain; shortage of packaging materials and other means required for transporting the goods; reduced market opportunities (such as reduced demand, reduced transport possibilities, closing of borders), government measures, etc. etc. In such cases, Schaap Holland B.V. can and may, at its discretion, dissolve the agreement entirely or in part, without being obliged to pay compensation to the seller.

### Article 5. Complaints and loss compensation

5.1 The liability of Schaap Holland B.V. is limited to a maximum of €10,000.00. If the invoice amount of the goods affected by the loss is lower than €10,000.00, the maximum loss compensation is equal to the invoice amount. Schaap Holland B.V. is never liable for indirect loss or loss of profit.

5.2 In addition to stipulations in the AHP, Article 33, Schaap Holland B.V. is not liable for defects if the complaint is made to Schaap Holland B.V. after the seed potatoes were already planted and/or cut.

5.3 The buyer is obligated to limit loss if it occurs and to take measures to prevent further deterioration of the product.

### Article 6. Payment conditions

6.1 If, after an agreement has been made, the financial condition of a party becomes uncertain and no payment security is offered, Schaap Holland B.V. is nevertheless entitled to require a payment security. If the security is not provided, Schaap Holland B.V. has the right to cancel the agreement and demand loss compensation.

6.2 Unless expressly agreed otherwise, the payment period is 21 days after the invoice date. If the buyer fails to pay within this period or another agreed term, the buyer shall owe an interest compensation of 12% per year, partial months included, without notification of default being required.

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

### Article 7. Applicable law and arbitration

7.1 All our agreements are governed by the laws of the Netherlands.

7.2 Contrary to the aforementioned industry standards, all disputes shall be arbitrated according to the arbitration regulations of the Stichting Geschillen in de landbouw c.a. of Wageningen. Arbitration shall take place in Wageningen in the Dutch language.

7.3 The right to bring a lawsuit against Schaap Holland B.V. shall lapse two months after it is determined that the dispute cannot be settled amicably.

7.4 Any claim on Schaap Holland B.V. shall become prescribed six months after filing of the claim.