



GENERAL TERMS AND CONDITIONS OF PURCHASE AND SALE OF OOMEN ONIONS B.V.

These general terms and conditions of purchase and sale of the private limited company Oomen Onions B.V., with its registered office at Barsbeek 56 a, 8326 BP Sint Jansklooster, registered with the Chamber of Commerce under number 84360852, and hereinafter also referred to as 'Oomen Onions', 'we', 'us', 'our' and the like, apply to all agreements we conclude.

Our terms and conditions of sale apply to all our offers and sales agreements (agreements in which we act as a seller).

Our purchase conditions apply to all our offers and purchase agreements (agreements in which we act as a buyer).

TERMS AND CONDITIONS OF SALE

Article 1 – Definitions

In these general terms and conditions of sale and delivery ("Conditions"), the following definitions apply:

- "Seller": Oomen Onions B.V., with its registered office and principal place of business at (8326 BP) Sint Jansklooster at Barsbeek 56a, registered in the trade register of the Chamber of Commerce under number 84360852;
- "Buyer": the Person with whom the Seller has concluded an Agreement or with whom the Seller is in negotiations in this regard;
- "Parties": Seller and Buyer;
- "Agreement": any agreement between the Parties relating to the delivery or consignment of goods by the Seller to the Buyer and/or the performance of any other performance by the Seller for the benefit of the Buyer, any amendment or addition to this agreement, as well as all factual and legal acts in preparation and for the execution of this agreement, including offers by the Seller;
- "Products": all matters and/or performances that are the subject of an Agreement;
- "Person": natural or legal person or company without legal personality.

Article 2 – General

2.1 These terms and conditions apply to all Agreements in which Oomen Onions acts as a seller.



- 2.2 Clauses that deviate from these terms and conditions are only binding if they have been agreed in writing and only apply to the case in question.
- 2.3 General terms and conditions used by the Buyer are not applicable, regardless of the time at which reference is made to them.
- 2.4 All stipulations in these terms and conditions have been made not only for the benefit of the Seller, but also for the benefit of: its directors and shareholders; all Persons working for Seller; all Persons engaged by Seller in the performance of an Agreement; and all Persons for whose acts or omissions the Seller could be liable.
- 2.5 In the event that these terms and conditions are also drawn up in a language other than Dutch, the Dutch text is always decisive in the event of differences.
- 2.6 The possible nullity of part of the Agreement and/or these terms and conditions does not affect the validity of the remaining part of the Agreement and/or these terms and conditions.

Article 3 — Offers, conclusion of the contract

- 3.1 All information and specifications provided by the Seller are always approximate. Deviations of up to 10% are allowed without further ado.
- 3.2 If a sample or model is shown or provided to Buyer, this is only done by way of indication without the Products having to correspond to it.
- 3.3 All offers from the Seller are without obligation. The seller has the right to withdraw from its offer within 5 working days after receipt of the acceptance.
- 3.4 An acceptance by the Buyer that deviates from the Seller's offer, whether or not on minor points, will always be considered as a rejection of this offer and as a new offer by the Buyer. An Agreement will only be concluded in accordance with this new offer after written acceptance by Seller.
- 3.5 An Agreement is concluded when (a) 5 working days have elapsed after Seller has received the acceptance by Buyer and Seller has not withdrawn from its offer during this period, or (b) Seller confirms the Agreement in writing, or (c) Seller commences the performance of the Agreement.

Article 4 – Prices

- 4.1 Unless expressly stated otherwise, the prices quoted by the Seller are exclusive of sales tax, other government levies, transport costs, storage costs and other costs. The Buyer indemnifies the Seller against these costs.



- 4.2 The prices are based on cost-determining factors at the time of conclusion of the Agreement. If these factors are taken into account after the If a change occurs without the Seller being able to exert any reasonable influence on it, the Seller has the right to pass on the resulting costs to the Buyer, regardless of whether the change was foreseeable at the time the Agreement was concluded.
- 4.3 The Seller will inform the Buyer in writing about the scope and effective date of the price increase. If the price increase is more than 15% and is not based on the law, the Buyer is entitled to terminate the Agreement within 7 working days after receipt of the notification about the price increase by means of a written notification to the Seller by the effective date stated in the notification. However, the dissolution has no legal effect, and the Buyer is still obliged to if the Seller notifies the Buyer within 5 working days of receipt of the notice of dissolution of its intention to deliver in accordance with the old prices.
- 4.4 If the price is calculated as agreed on the basis of the weight of the Products delivered, the vehicle in which the Products are transported will be weighed both with and without load on one and the same weighbridge with a calibrated weighing device and with time registration. The seller must be given the opportunity to be present at the weighing. Within one week after delivery, Seller will receive written notice of the weight of the Products delivered. The weighing costs are for the account of the Seller.

Article 5 – Conformity, delivery times and delivery

- 5.1 Seller shall not bear any responsibility for the Products in respect of meeting quality standards other than those expressly specified in Seller's Agreement.
- 5.2 Seller does not warrant or represent that the Products are suitable for any processing purpose and/or use, of any kind, by Buyer, unless expressly indicated by Seller In Writing. Buyer assumes all risk and liability in connection with all further handling, processing and use of the Products after the transfer of risk in relation to the Products according to the terms of delivery set out in the Agreement, regardless of whether the Products have been handled, processed or used independently or in combination with other Products.
- 5.3 The Products to be delivered are perishable and the shelf life and quality after delivery largely depends on the method of transport and/or storage, over which the Seller has no influence after delivery.
- 5.4 Unless Seller has expressly indicated otherwise In Writing, all deliveries of the Products Ex Works (EXW) will take place at the location to be designated by Seller.
- 5.5 The delivery times are estimates and are not binding on the Seller. The seller will observe these times as much as possible.
- 5.6 Exceeding the delivery times does not entitle the Buyer to compensation or (partial) dissolution/termination of the Agreement.



- 5.7 The Seller is entitled to deliver the Products in parts. In that case, the entire volume will be delivered regularly over the delivery period, unless the Seller decides otherwise. The seller has the freedom to deliver new or old harvest. The transition period from the old to the new harvest will be arranged by the SELLER in consultation.
- 5.8 The seller has the right to supply a different suitable variety than stated in the contract.
- 5.9 Method of shipping is at the discretion of Seller. Buyer's requests will be taken into account as much as possible; any additional costs will be borne by the Buyer.
- 5.10 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 (in time), he will be in default without further notice of default being required. In that case, the Seller has the right to store the Products at the expense and risk of the Buyer or to sell them to a third party. In that case, the buyer owes the purchase price plus interest and costs as compensation.
- 5.11 Any defects in the delivered goods or part thereof do not entitle the Buyer to refuse all Products delivered.
- 5.12 The volume delivered may (and this is solely at the discretion of the Seller) be approximately 10% more or less than the contracted volume.

Article 6 – Retention of title

- 6.1 The Seller reserves ownership of all Products delivered until the price for them has been paid in full. The reserved ownership also applies to the other claims referred to in Article 3:92 paragraph 2 of the Dutch Civil Code that the Seller has or will obtain against the Buyer.
- 6.2 The Buyer is obliged to keep the Products delivered subject to retention of title with due care and as recognizable property of the Seller. Buyer is obliged to insure and keep insured the Products against fire, explosion and water damage and theft for the duration of the reserved ownership and to make the policy of this insurance available to it for inspection at the first request of Seller. All claims that the Buyer may obtain against insurers under the said insurance will be pledged by the Buyer to the Seller in the manner specified in Article 3:239 of the Dutch Civil Code as additional security for the fulfilment of his obligations against the Seller on any account whatsoever as soon as the Seller indicates that he wishes to do so.
- 6.3 As long as the ownership of the Products has not passed to the Buyer, it may not pledge the Products or grant any other right to them to any third party. The Buyer is permitted to resell and transfer the products delivered under retention of title to third parties in the normal course of its business. In the event of resale, the Buyer is obliged to stipulate retention of title on the basis of the provisions of this article. The Buyer undertakes not to assign or pledge any claims it obtains against its customers without the prior written consent of the Seller. The Buyer further undertakes to pledge the claims against its customers to the Seller at the first



request of the Seller in the manner specified in Article 3:239 of the Dutch Civil Code as additional security for the fulfilment of its obligations against the Seller, which also required.

- 6.4 If the Buyer fails to comply with its obligation or if the Seller has good reason to fear that the Buyer will fail to do so, the Seller is entitled, without prejudice to its other rights, to take back the Products delivered subject to retention of title. Buyer will provide Seller with access to the areas where the Products are located and will also provide full cooperation. Upon repossession of the Products, Buyer shall be credited for the market value, which in no event may be higher than the original price, less the costs incurred on the repossession and the other damages incurred by Seller.
- 6.5 Buyer waives in advance any liens with respect to the Products and will not have the Products seized.
- 6.6 If the law of the country of destination of the purchased Products provides for more far-reaching possibilities for reserving ownership than provided for above, the Parties shall be deemed to have stipulated these more far-reaching possibilities for the benefit of the Seller, on the understanding that if it is not objectively possible to determine which more far-reaching rules are involved, The provisions of this regard shall continue to apply.

Article 7 — Packaging

- 7.1 Packaging delivered via the Seller, including pallets, crates and boxes, on which a deposit has been charged, will be returned at the invoice price applicable at the time of return, possibly increased by a fixed packaging fee in accordance with the applicable regulations. The container to be handed in must be clean enough that it is suitable for arable farming and/or horticultural products.
- 7.2 When returning packaging via the Seller's own means of transport, the packaging must be sorted and ready for transport.
- 7.3 Packaging not delivered via the Seller will only be taken back insofar as the Seller carries the packaging in question in its own range.

Article 8 – Investigations and complaints

- 8.1 The Buyer is obliged to carefully examine or inspect the Products immediately upon delivery of the Products - and not only after the arrival of the Products at their destination - to have the Products examined to ensure that they comply with the Agreement in all respects, in particular:
 - whether the correct Products have been delivered;
 - whether the Products delivered meet the quality requirements that may be imposed on them for normal use and/or for commercial purposes;

- whether the Products delivered correspond in terms of quantity (number, quantity, weight) to what the Parties have agreed in this respect. In the event of a reduction in delivery of up to 10% of the total quantity, the Buyer will be obliged to accept the delivered goods in full at a proportional reduction of the price.
 - The Buyer must give the Seller the opportunity to be present at the investigation.
- 8.2 The acknowledgement of receipt or consignment note signed by or on behalf of the Buyer or the carrier without protest or reservation shall be conclusive proof of the shipment of the quantity stated therein and the outwardly good condition of the Products.
- 8.3 Complaints must be reported to the Seller within 6 hours of delivery, stating the nature of the defects accurately. Verbal complaints must be confirmed immediately in writing.
- 8.4 In the event that the aforementioned complaint period is exceeded, the Buyer can no longer rely on the fact that the Products do not comply with the Agreement.
- 8.5 Complaints about minor deviations in quality, size, weight, colour, quantity and the like that are customary in the trade and the industry or technically unavoidable are inadmissible. Such deviations are permitted and do not constitute a shortcoming.
- 8.6 The buyer will provide all cooperation necessary for the investigation of the complaint. If the Buyer does not cooperate or investigation is otherwise not or no longer possible, his complaint is inadmissible and the Seller is deemed to have fulfilled its obligations.
- 8.7 Complaints about processed or processed Products are inadmissible. As soon as the Buyer processes or processes products, its right to complain expires and it is established that the goods comply with the agreement. In the event of a complaint, processing or processing of the Products may only take place with the prior written consent of Seller.
- 8.8 If the Seller does not accept the complaint in writing within 24 hours, the Buyer must – under penalty of forfeiture of all rights – immediately, i.e. within 24 hours after the complaint has been expressed, – in the presence of the Seller – have an independent expertise carried out by a sworn or registered expert. The seller has the right to have a counter-expertise carried out, failing which the expertise binds the parties. The outcome of this counter-expertise binds Buyer and Seller. The buyer is obliged – under penalty of forfeiture of his right to complain about the quality – to properly condition the Products. If the Buyer complains too late and/or requests expertise too late and/or the expertise or counter-analysis does not demonstrate that the Products did not comply with the Agreement at the time of delivery, it is established between the Buyer and the Seller that the Products comply with the Agreement.
- 8.9 If the (counter-)expertise shows that the Buyer's complaint is well-founded, half of the costs of the investigation will be borne by the parties. Furthermore, the Seller is entitled to replace the Products that have been rightly refused, but it is not obliged to do so, and the Seller does not owe any further compensation.

- 8.10 If the (counter-)expertise shows that the Buyer's complaint is unfounded, the costs of the investigation, as well as all other costs incurred by the Seller in connection with the complaint, will be reimbursed by the Buyer at the first request. Moreover, the Seller is entitled, even if it concerns a partial delivery, to dissolve the entire Agreement insofar as it has not been performed and to claim damages.
- 8.11 The buyer is obliged – under penalty of forfeiture of his right to complain about the quality – to properly condition the Products.
- 8.12 The seller is entitled to replace the rightly refused Products with others, but is not obliged to do so. In the latter case, the Seller is entitled to deduct the refused quantity from the total quantity sold.
- 8.13 If the Buyer wrongfully refuses to receive the Products offered for delivery, the Seller is entitled, even if it concerns only a partial delivery, to dissolve the entire Agreement insofar as it has not been performed and to claim damages.
- 8.14 The damage suffered and to be suffered as a result of the non-purchase or partial purchase of Products sold by the Seller must be fully compensated to the Seller. This compensation shall be at least the difference between the price agreed with the Buyer and the daily price at the time of non-performance, or – if that price is lower – the price of the sale of the Products not purchased, plus the loss of profit and other damages, including consequential damages.
- 8.15 The Buyer who fails in his obligations is liable to the Seller for damages due to the mere fact of the non-acceptance or late purchase.
- 8.16 The buyer is obliged to ensure the preservation of the Products at all times as a diligent debtor. Buyer is not free to return the Products until Seller has agreed to this in writing. If the Seller stores the returned Products or otherwise takes care of those Products, this will be at the expense and risk of the Buyer. No approval or acceptance of the return can ever be inferred from these measures.
- 8.17 Any legal claims must be filed no later than 1 year after timely notification of a complaint, under penalty of forfeiture of all rights.

Article 9 — Payment

- 9.1 Payment must be made within 30 days of the invoice date or as much earlier as agreed at the Seller's offices or into an account to be designated by the Seller, without suspension, discount or set-off, for whatever reason.
- 9.2 Without notice of default being required, the buyer is in default due to the expiry of the payment term.
- 9.3 If the Buyer is in default with respect to any payment, all claims of the Seller against the Buyer are immediately and fully due and payable.

- 9.4 During his default, the Buyer owes default interest of 12% per month or part of a month on the outstanding receivables.
- 9.5 In the event of extrajudicial collection, the Buyer owes the collection costs actually incurred by the Seller, in addition to the principal sum and the default interest. The extrajudicial collection costs amount to at least 15% of the principal sum with a minimum of € 250.
- 9.6 The legal costs will not be limited to the legal costs to be liquidated, but will be fully borne by the Buyer if it is wholly or predominantly unsuccessful.
- 9.7 In response to a request to that effect from the Seller, which can be made both prior to and during the execution of the Agreement, the Buyer will make a full or partial advance payment or provide sufficient security for the fulfilment of its obligation.

Article 10 – Suspension and dissolution

- 10.1 Without prejudice to its other rights, Seller is entitled to suspend its obligation or, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part by means of a written notification to Buyer if: (a) Buyer does not perform an obligation arising for it from the Agreement, or does not perform it in time or properly; and/or (b) Seller has good reason to fear that Buyer will fail to comply with its obligation; and/or (c) the Buyer has been declared bankrupt, its bankruptcy has been filed, the Buyer has been granted a suspension of payments, whether or not provisional, or a request to that effect has been made, a statutory debt rescheduling arrangement has been declared applicable to the Buyer or a request to that effect has been made, the Buyer's business is being liquidated or the Buyer's property has been subject to executory attachment or a prejudgment attachment that has not been levied within one month of the date of the attachment has been lifted, or if the Buyer's business is transferred in whole or in part to third parties in any way.
- 10.2 In the event of full or partial dissolution of the Agreement by the Seller, it is not obliged to pay any compensation and all its claims against the Buyer are immediately and fully due and payable.

Article 11 – Force majeure

- 11.1 Force majeure ("non-attributable non-performance") is understood here: any circumstance that is not attributable to the Sellers in a subjective sense that makes it impossible or too practically onerous for the Seller to fulfil or continue to fulfil its obligation or part thereof, regardless of whether this circumstance was already foreseeable at the time of the conclusion of the Agreement.
- 11.2 The circumstances referred to in the previous paragraph of this article include, among other things: full or partial crop failure, shortcomings of suppliers of the Seller, war and danger of war, terrorist attacks, entire or partial mobilisation, import and export bans, measures taken

by Dutch and/or foreign government bodies that make the execution of the Agreement more difficult and/or more costly, storm damage and other damage caused by natural disasters, frost, strikes and/or occupations, epidemics, traffic disruptions, loss or damage during transport, fire, theft, disruptions in energy supplies, defects in machinery, all in the Seller's company as well as in the third parties from whom the Seller obtains the Products in whole or in part.

- 11.3 In the event of force majeure, the Seller is entitled to suspend the performance of its obligation or part thereof and the Buyer cannot claim performance or compensation.
- 11.4 If the period of force majeure lasts longer than two months, each of the Parties is entitled to dissolve the Agreement in whole or in part without being obliged to pay compensation, on the understanding that if the Seller has partially fulfilled its obligation before or after the occurrence of the force majeure, it is always entitled to a proportionate part of the price.
- 11.5 The seller also has the right to invoke force majeure if it occurs after it should have fulfilled its obligation.

Article 12 – Harvest reservation

- 12.1 All our sales agreements of agricultural products, regardless of whether we or third parties have grown the products, are subject to harvest conditions. If, as a result of a disappointing harvest with regard to the quantity and/or quality of agricultural products, so many products are less available, including rejection by competent authorities, than could reasonably be expected at the conclusion of the agreement, we have the right to reduce the quantities sold by us accordingly. This is the case, for example, if the products we purchase under cultivation contracts are insufficient to satisfy all our customers. By supplying this thus reduced quantity, we then fully meet our delivery obligations. In that case, we are not obliged to supply replacement agricultural products and are also not liable for any damage whatsoever.

Article 13 – Liability and indemnification

- 13.1 Except to the extent that provisions of mandatory law preclude this, the following provisions apply with regard to the liability of the Seller for damage suffered by the Buyer and/or third parties and with regard to the indemnification of the Seller by the Buyer.
- 13.2 Except to the extent that a higher amount is paid out under its liability insurance, the total liability of the Seller for whatever reason is limited to the amount of the damage that the Seller foresaw at the time of concluding the Agreement as a possible consequence of the act or omission requiring compensation, with a maximum of the amount of the net invoice value of the delivery or performance, or the relevant part thereof, which resulted in the claim of the Buyer and/or third parties, up to a maximum of € 10,000,--.



- 13.3 The seller is only obliged to compensate for damage to persons and to property as described in the policy conditions of its liability insurance. The Seller is therefore not liable for - and the Buyer must insure itself against - consequential damage, trading loss, stagnation damage, loss of profit, missed savings, damage as a result of claims from Buyer's customers, loss of customers, reduced goodwill and reputational damage.
- 13.4 Without prejudice to the foregoing, the Seller shall not be liable to the Seller for Products that it has obtained from third parties further than these third parties towards the Seller.
- 13.5 The Seller is not liable for shortcomings of third parties that it has engaged in the execution of an Agreement.
- 13.6 A condition for the existence of any right to compensation is always that the Buyer reports the damage to the Seller in writing without delay, but no later than 14 days after the Buyer became aware of the damage or should reasonably have become aware of it.
- 13.7 Any legal claims of the Buyer against the Seller must be brought no later than 1 year after timely notification of the damage, under penalty of forfeiture of all rights, and shall expire after twelve months after they have arisen.
- 13.8 Buyer shall indemnify Seller against any form of liability that may be incurred by Seller towards third parties in respect of Products delivered or to be delivered by Seller. The Buyer must reimburse the Seller for the reasonable costs of defending against claims from third parties.
- 13.9 Seller shall not invoke a limitation of its liability, and Buyer shall not be obliged to indemnify Seller, insofar as the damage is the direct result of intent or deliberate recklessness on the part of Seller or managerial subordinates.

Article 14 — Applicable law and disputes

- 14.1 The legal relationship between the Parties is governed by Dutch law, including the Vienna Sales Convention.
- 14.2 Except to the extent that provisions of mandatory law preclude this, all disputes that may arise between the Parties as a result of or in connection with an Agreement and/or these terms and conditions will in the first instance be settled exclusively by the District Court of Rotterdam (proceedings on the merits) or the Preliminary Relief Judge of the District Court of Rotterdam (summary proceedings and other provisional measures). without prejudice to the Seller's right to submit a dispute to any other competent court.



TERMS AND CONDITIONS OF PURCHASE

Article 1

- 1.1 These general terms and conditions of purchase apply to all our offers and purchase agreements (agreements in which we act as buyer), insofar as they are not expressly deviated from in the written contract or in our written confirmation of the purchase agreement. We hereby expressly reject the general terms and conditions of the seller.

Many of our products are exported. Oomen Onions is one of the exporting companies. Without export, many products are unsellable and the cultivation is lost. It is therefore in the interests of growers, processors and exporters that we maintain our export position. This is only possible if we deliver products of good quality and that are able to reach their final destination in good condition. These purchasing conditions are intended to enable Oomen Onions to sell and/or export products of good quality.

Article 2

- 2.1 An agreement with us is only definitively concluded by our written confirmation or by the seller's signature of the contract offered to him by us.
- 2.2 Our agents are not authorized to bind us unconditionally. They are only allowed to buy subject to our approval, while they are not allowed to make changes and/or changes to agreements without our express written permission.

Article 3

- 3.1 In the event that one of the stipulations in these terms and conditions, or part thereof, or any part of the underlying agreement, should be null and void or should be annulled, this will otherwise not affect the content of the clause and the terms and conditions, or the underlying agreement will remain in force as much as possible. In that case, the parties will make an arrangement for the null and void or annulled passage that comes closest to the intention that the parties intended with the underlying agreement or with the terms and conditions, unless this clause or this part of the agreement is of such importance to us that we cannot reasonably be expected to maintain the agreement at that time.

Article 4

- 4.1 In the event of force majeure, we are entitled to suspend the performance of our obligations for the duration of the force majeure. If the duration or seriousness of the force majeure makes this necessary - and this is at our discretion - we are entitled to consider the purchase agreement, insofar as it has not yet been executed, as dissolved without judicial intervention and not obliged to pay any compensation. An appeal to force majeure and a dissolution with invocation thereof must be made known to the other party in writing.
- 4.2 Unless otherwise provided below, force majeure is considered to be any special circumstance that makes the fulfilment of our purchase obligation impossible or so onerous that fulfilment

cannot reasonably be expected of us, such as war, mobilisation, strike, labour disturbances, revolution, riots, storms, ice, flooding, stagnation in the electricity or water supply, industrial fire, industrial stagnation due to machinery breakdown or difficulties in the energy supply, Obstacles in traffic, pandemic, etc. This explicitly includes the consequences of terrorist threats/attacks and related restrictions imposed by the competent authority in business operations and transport.

- 4.3 Force majeure of our customers is considered force majeure on our part.

Article 5

- 5.1 All disputes arising from our offers and agreements will be settled in the first instance by the competent court in Rotterdam.
- 5.2 The right to involve Oomen Onions in proceedings expires six months after the claim has arisen.

Article 6

- 6.1 We have the right at all times to set off what we owe to our supplier against what we have to claim from him.
- 6.2 We take care of the billing. Unless expressly agreed otherwise in writing, the payment term is 30 days after taring and receipt of the goods and accompanying documentation. This deadline is not a deadline, but only indicative. We are authorised to have all our payments carried out by bank (cashless payment). We are never obliged to pay extrajudicial costs. In the event of a delay in payment, we owe the discount from the European Bank with a maximum of 2%.
- 6.3 The seller must always return a Crop Registration/Survey Form to us no later than upon delivery, fully updated and completed. These documents are part of the purchase agreement. Without the issuance of these documents, the delivery is incomplete. We have the right to suspend the purchase of the Products until these documents have been issued to us. In addition, we have the (legal) right to suspend payment of a reasonable part of the purchase price as long as we have not received the Crop Registration/Survey Form and Global Gap Certificate.
- 6.4 Our liability for damage, in whatever way it arises, is expressly excluded, except and insofar as this damage is due to gross negligence or intent on the part of the directors and managers of Oomen Onions. The seller is obliged to indemnify us against all claims from third parties in connection with the agreement(s) concluded between us and the seller.

Article 7

- 7.1 Dutch law applies to all our agreements. All our agreements are deemed to have been concluded in the Netherlands.
- 7.2 The delivery of the Products and the provisions regarding the delivery costs and the transfer of risk take place in accordance with the Incoterm, as referred to in the INCOTERMS, which has been agreed between the Buyer and the Seller. If no Incoterm has been agreed between the

Buyer and the Seller, delivery will take place Delivery Duty Paid (DDP) at the location of the company Buyer in Sint Jans klooster (the Netherlands), or the location to be designated by the Buyer. The Seller must deliver at the Buyer's first request, including Saturdays, public holidays and at night. If the purchase contract and/or the purchase confirmation states that delivery on truck Buyer or ex company Seller, this only means that the transport costs will be borne by the Buyer. The delivery always and only takes place at the location of the company Koper in Sint Jans klooster (the Netherlands), or a location to be designated by the Buyer. In addition, the Seller waives any retention and security rights.

- 7.3 The weighing costs and the serving costs are always at the expense of the Seller. The seller must ensure that the scooping takes place without damage, as well as that the fall height is minimal. In the event of incorrect actions during the scooping and/or loading, the Seller will stop the work and inform the Buyer of the problems. In addition, the Seller is obliged to check whether the car is clean and dry.
- 7.4 If the parties have agreed that the delivery and delivery of the Products will take place at a location other than the address of the Buyer, the Seller guarantees that:
- the Products to be delivered for loading are ready at the agreed place and time;
 - for the purpose of loading, the loading location, including the site and the items located on it, meet all safety requirements to be imposed on it, including the prevention of damage and injury;
 - for the purpose of loading, the loading location, the materials made available, including loading material (e.g. forklifts), etc., meet all safety requirements to be imposed on it aimed at preventing damage and injury;
 - no dogs run loose at the loading location;
 - the Products to be delivered are moved and loaded in such a way that damage, injury, contamination and/or deterioration are prevented;
 - if the Products to be delivered are packed in crates and/or stacked on pallets, this has been done in a safe manner, if necessary with the use of wrapping film, which creates a stable weir.
- 7.5 The buyer has the right to check whether the obligations referred to in article 7.4 have been met before loading. In line with this, the Buyer has the right to refrain from loading at its own discretion and without any obligation to pay compensation. The seller is liable for all resulting damage and costs, including (but not limited to) damage due to deterioration in quality, waiting hours, transport costs, etc.
- 7.6 If the Buyer fails to carry out this check or has not made any comments regarding the safety of the loading location, the site and the materials made available, this will not affect the penalty clause, the compensation and/or indemnification obligation of the Seller as set out below.
- 7.7 If the Seller fails to comply with one or more of the obligations referred to in Article 7.4, it is in default and will forfeit to the Buyer an immediately payable penalty of € 50,000 without further notice of default being required,-- . Contrary to the provisions of Article 6:92 of the Dutch Civil Code, this penalty does not affect the right of the Buyer to claim full compensation and performance. Seller is obliged to indemnify Buyer against all financial consequences that may

result from failure to comply with one or more of the obligations referred to in 7.4.

- 7.8 The seller is obliged to use a soil cleaner when loading. Unless expressly agreed otherwise, the Seller must deliver unwashed Products. The Products must be completely free of soil. The Seller is obliged to pay the Buyer a soil fine of at least € 50 per tonne of soil supplied.
- 7.9 The Seller is obliged to ensure that the temperature of the Products is at least 6°C and a maximum of 25°C when loaded and delivered from storage, and at least 6°C when delivered from storage. If Seller acts in breach of this duty, Buyer has the right to reject the Products.
- 7.10 The Seller must deliver at the first request of the Buyer. Delivery of the Products must take place in the manner, place and time specified in the Agreement. The delivery period starts as soon as the Agreement has been concluded. Exceeding the delivery period will put the Seller in default without notice of default.
- 7.11 Unless otherwise agreed in Writing, the Seller is not entitled to make partial deliveries. If the execution of partial deliveries has been agreed, for the purposes of these General Terms and Conditions, delivery is also understood to mean a partial delivery.
- 7.12 Delivery is completed at the time the Products are taken into receipt by or on behalf of Buyer, Buyer has approved delivery and signed for delivery. Signature by the Buyer before delivery does not affect the fact that the delivered goods may be rejected later. Signature does not prevent the Buyer from exercising any right, such as its rights arising from the Seller's default.
- 7.13 The Seller is not entitled to suspend its delivery obligation if the Buyer fails to comply with one of its obligations.
- 7.14 If the parties have agreed on a delivery period, they may deviate from it by mutual agreement.
- 7.15 The net tonnages stated on the purchase contract and/or the purchase confirmation are binding. Even if the Seller is unable to meet its net obligations as a result of cultivation conditions arising through no fault of its own and/or liability, the Buyer may oblige the Seller to purchase the shortfall elsewhere or it may make use of its rights under Articles 7.16 to 7.21.
- 7.16 In the event of non-delivery, late and/or improper delivery, the Buyer has the right to dissolve the Agreement without further notice of default, or, at its own discretion, the right to demand compliance and/or to refuse the Products; and in all cases entitled to full compensation.
- 7.17 In the event of (partial) rejection and/or refusal of the Products delivered or offered for delivery, the Buyer has the right to demand replacement delivery at its own discretion, or to write off the refused quantity against the remaining part of the Agreement, or to implement a purchase price reduction, or to conclude a cover purchase within the meaning of Article 7:37 of the Dutch Civil Code; All this with full compensation.
- 7.18 If, after the conclusion of the Agreement, the information about the financial position of the Seller is such that the fulfilment of the delivery obligation must be regarded as uncertain, the Buyer has the right to require the Seller to provide security for the fulfilment of its delivery obligations in the form set by the Buyer. If the Seller does not provide this security in time, the Buyer has the right to dissolve the Agreement and/or claim damages.
- 7.19 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, the Buyer has the right to suspend payment of those previously delivered Products until the overdue deliveries have been carried

out by the Seller.

- 7.20 The Seller is not entitled to suspend its delivery obligation if the Buyer fails to comply with one of its obligations. In the event of late or short delivery of the Products, the Buyer reserves the right to:
- refuse the Products,
 - impose a fixed fine of EUR 500 (five hundred euros), and
 - impose an additional penalty of 5 percent of the order value for each day that the delay continues, up to a maximum of 30 percent of the order value.
- 7.21 If a penalty is imposed by a customer as a result of a late or too short delivery by the Buyer, and this penalty is higher than the amount of the penalty imposed by the Buyer on the Seller for that late or too short delivery, the Buyer is entitled to impose a penalty on the Seller equal to the amount of the penalty imposed by the customer on the Buyer. Any penalty imposed shall not affect the liability of the Seller to compensate any damage and losses suffered by the Buyer as a result of the late or short delivery if these losses exceed the amount of the penalty.
- 7.22 In the case of purchase ex company or on car, the seller is obliged to us to load at least 30 tons of product per hour from storage and 15 tons per hour from the field after arrival of the means of transport. If the Seller ships fewer tons per hour, the Seller owes us an amount of 75 Euros per hour, for each hour or part thereof that the means of transport is held up as a result
- 7.23 If we buy onions for 'bale price' or 'bale price minus costs' or words of equal the purchase price is equal to the sales price realized by us ex-works our company minus all costs incurred by us, such as transport, storage, labor, drying, sorting, sales, and packaging costs and our profit margin.
- 7.24 If the seller grows the sold products himself, he must insure them against hail damage. The seller must insure the purchased product against fire and water damage when storing. This obligation does not affect the fact that in the event of complete or partial failure of the harvest, the seller is obliged to deliver the contracted quantity of product to us and is obliged to purchase the shortfall elsewhere. In the event of hail, fire and water damage, the seller cannot invoke force majeure.

Article 8

- 8.1 All Products to be delivered must, without prejudice to the specific requirements and permissible tolerances applicable to each class, meet the following quality requirements upon arrival at the Buyer's premises, or the receiving company to be designated by the Buyer, and within a reasonable period of time after receipt by the final buyer, anywhere in the world. Furthermore, the Products must be delivered together with the cultivation registration and the GlobalGAP certificate.
- 8.2 All onions, including class I and II as referred to in the UNECE standard FFV-25, must be of good quality, fully grown, whole, dry, healthy, pure, free of visible, foreign matter, good colour, skin-firm, hard, intact, free of (a) shot as referred to in Article 8.3, (b) root residues, (c) parasites, (d) parasite infestation, (e) abnormal odour, (f) abnormal taste, (g) frost and hail damage, (h) foreign matter, (i) thicknecks, (j) thicknecks (bolts) seed stalks, (k) seed

stalks, (l) misshapen onions, (m) open double hearts, (n) (adherent) soil, (o) internal and external, (p) visible and invisible defects and damage, (q) diseases and pests. The onions must meet the legal residue standards for plant protection products. The stem must be twisted or cut straight and must not be longer than 6 cm. The onions must be of such quality and condition that they can withstand transport and product handling, including machine sorting and packaging, as well as transport overseas to distant destinations such as Africa, Asia, Oceania and Central and South America. They must be able to reach the final destination and consumer there in good condition.

- 8.3 External shot and empty shot are not allowed. Internal partition is permitted provided that it is not further developed for a maximum of 1% of the number of onions than a height of 70% calculated from the leaf chair and of which a maximum of 10% of the number of onions is not further than 50% from the leaf chair. Internal "empty" bulkhead is allowed.
- 8.4 Additional requirements Class I. Class I onions must meet the requirements set out in Articles 8.1-8.3. They must also be sturdy and firm. They must have the characteristics of the variety. They must be free of thickening. They may have the following deviations, provided that they do not adversely affect the general appearance, quality, shelf life and presentation of the product:
- a slight deviation in shape;
 - a slight color deviation;
 - light spots that do not affect the last parchment-like membrane protecting the edible part, provided that they do not cover more than one fifth of the surface of the onion;
 - superficial bursting of the outer membranes and partial absence thereof provided that the edible part remains protected.
- 8.5 10% of the total number or weight may consist of onions that do not meet the requirements of class I, but do meet those of class II. Of this 10%, no more than 2% may have the following defects: rot, internal defects, abnormal smell and taste, internal and external partition and abnormalities that make them unsuitable for consumption.
- 8.6 Additional requirements Class II. Class II onions must meet the minimum requirements set out in Articles 8.1-8.3. They must be firm. Provided that the products still have their essential characteristics in terms of quality, shelf life and presentation, the following derogations are allowed:
- slight deviations in shape;
 - slight deviations in colour;
 - traces of friction;
 - slight traces of parasite or disease infestation;
 - small overgrown cracks;
 - light, healed bruises that are not detrimental to the shelf life;
 - root residues;
 - spots that do not affect the last parchment-like membrane protecting the edible part, provided that they do not cover more than half the surface of the onion;

- bursting of the outer membranes and partial absence thereof over no more than one third of the surface of the onion, provided that the edible part is not damaged.
- 8.7 10% of the total number or weight may consist of onions that do not meet the requirements of class II. Of this 10%, no more than 2% may show the following defects: rot, internal defects, deviating colour, smell and taste, internal and external (discharge) partition and deviations that make them unsuitable for consumption.
- 8.8 Field crop. In the case of field crop product, class I or II means onions that meet the minimum requirements and can be prepared and packaged in the usual way at the usual cost into onions of that class ready for sale. Furthermore, the field crop product may not contain more than 2% rot, internal defects, deviating colour, smell and taste and internal and external (loose) bulkhead.
- 8.8 Unless it is delivered to the Seller (in which case the sampling can also take place during loading), a sample of a total of ± 25 kilograms is taken in three stages when unloaded by truck. This sample is taken at the beginning of unloading, halfway through unloading and at the end of unloading. This sample is then knotted (off-shore Products that still need to dry), and not buttoned (if Products come from the shed). Subsequently, the Buyer's company or the receiving company to be designated by it will be inspected and tared.
- 8.9 The seller is hereby invited to be present at the tare and bears the responsibility to report to the tare in time.
- 8.10 The Seller has the right to protest against this in Writing up to one (1) hour after the tare, failing which the result of the tare is binding on the parties, except in the case of hidden defects and without prejudice to the provisions of Articles 8.15-8.16. If the Seller objects to the tare result in a timely manner, an independent register and/or sworn expert will determine the tare percentage in a binding manner at the expense of the unsuccessful party.
- 8.11 Tare. If necessary in addition to the AVZ, tare is understood to mean: (a) the Products (including onions) that do not meet the requirements of the agreed class, as well as (b) diseased, green, rotten, or parasite-infested, (c) damage, (d) sunburn, (e) not intact, (f) bare (due to onions of which the outer dry membrane is missing or shows cracks so that more than 10% fleshy skirts are visible), (g) pieces, (h) soil, (i) clods, (j) abnormal colour, smell and taste, (k) double, (loose) shot both internally and externally, (l) thick-necks (legs), (m) seed stalks, (n) deformities, (o) product foreign matter, (p) late/immature Products, (q) abnormal colour and/or odour, (r) frost and hail damage, (s) non-skin-resistant, (t) soft, (h) abnormal amounts of moisture, (v) glassy rings, (w) growth disorders and (x) open double hearts, etc. Loose soil is considered ground tare.
- 8.12 If the tare percentage is higher than 10%, the Buyer has the right to apply a tare discount:
- with a tare percentage of 10 to 13%, a discount of € 0.15 per 100 kilograms per % of tare of 10 to 13% is applied;
 - with a tare percentage of 13 to 16%, a discount of € 0.30 per 100 kilograms per % of tare of 13 to 16% is applied;
 - in the event of a tare percentage of $\geq 16\%$, or if $\geq 5\%$ of the onions are damaged, or if $\geq 2\%$ is rotten or has internal and/or serious defects, or if the Products do not meet the

agreed quality requirements for other reasons, the purchase may be refused by the Buyer and the Agreement may be dissolved by the Buyer. However, the Buyer also has the right to purchase the Products at its discretion at either the contract price or the then current market value, in both cases less a discount to be determined by the Buyer in connection with the tare and the additional costs for preparing the Products.

- 8.13 Loose soil is considered ground tare.
- 8.14 Onions smaller than 33 mm are considered to be undersized.
- 8.15 During a period of five working days after discovery of a (non-visible) defect by Buyer, Buyer has the right to complain about the quality of the delivered Products. In the case of export destination, the Buyer is also allowed to complain about the quality within a reasonable time after the Products have been received by the final buyer. Complaints can be made orally or in writing.
- 8.16 If Seller does not accept the complaint in Writing within 24 hours, Buyer or an agent or other knowledgeable person (hereinafter: the expert) will have the complaint assessed. The costs of this assessment shall be borne by the unsuccessful party. The expert's findings bind both Seller and Buyer. If the expert determines that the Products do not comply with the Agreement, it is established between the parties that the Seller has imputably failed and the Buyer is entitled to the rights referred to in, among other things, Article 7.16 t/m 7.21.

Article 9

- 9.1 If, after the conclusion of the contract, the information about the seller's financial position is such that the fulfilment of the delivery obligation is to be regarded as uncertain, we are entitled to require the seller to provide security for the fulfilment of his delivery obligations in the form specified by us. If the seller does not provide this security in time, we have the right to dissolve the agreement and/or claim damages.
- 9.2 If the seller is in arrears with the delivery of the goods and the purchase price of goods already delivered by the seller has become due and payable, we have the right to suspend payment of those previously delivered goods until the overdue deliveries have been carried out by the seller.
- 9.3 All claims of the seller against Oomen Onions expire after six months have elapsed after those claims have arisen.

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