

“GENERAL TERMS AND CONDITIONS”

CONDITIONS OF SALE AND PURCHASE OF DELTA INTERNATIONAL TRADING B.V.

Adress:	Delta International Trading B.V. Slotermeerlaan 14 B 1064HB Amsterdam The Netherlands
KvK(CoC):	73721476
BTW(VAT):	NL859640590B01
E-mail:	info@deltapotatoes.nl
Website:	www.deltapotatoes.nl

Article 1. Appropriate conditions

- 1.1 The subsequent are relevant to our sales and acquisitions contracts of (seed)potatoes: •
 - a. The RUCIP conditions 2017, are appropriate if the agreement is settled with a trading partner outside The Netherlands.
 - b. The General Commercial Conditions Seedpotatoes 2018 (Algemene Handelsvoorwaarden Pootaardappelen 2018) (fixed by NAO, LTO, VAVI and NAV), if the agreement concerns seed potatoes and is concluded with a trading partner established in The Netherlands.
 - c. The AHV conditions (“General Trading Conditions Wholesale in Potatoes” fixed by VBNA and VENEXA), if the agreement concerns ware potatoes and is concluded with a trading partner established in The Netherlands
- 1.2 Delta International Trading B.V. clearly discards general conditions of seller or purchaser, which are contrary to the general terms and conditions of Delta International Trading B.V. unless the parties have reached a written agreement in advance.
- 1.3 In the event of disagreements between the Delta International Trading B.V.’s General Terms and Conditions and the appropriate RUCIP, NHP, AHV conditions, our General Terms and Conditions will prevail.

Article 2. Situation of force majeure

- 2.1 In case of force majeure, including all circumstances created by the weather or other forces, resulting in insufficient stocks, Delta International Trading B.V. shall be dismissed of any or all of its obligations in the agreement.
- 2.2 In the event of governmental actions that hinder the import, transit or export of purchased or sold goods or lead to a financial disadvantage, Delta International Trading B.V. has the right to dissolve, in as far as it is not

performed, the agreement, without the right to compensation.

- 2.3 All conducts of Delta International Trading B.V. are subject to harvest. If due to an unsatisfactory harvest in terms of quantity or quality of the seed potatoes resulting in less availability, Delta International Trading B.V. has the right to reduce the quantity it sells accordingly to invoices or trade agreements. By supplying this reduced quantity Delta International Trading B.V. thus fully meets its obligations to deliver. In this case, Delta International Trading B.V. is not obliged to supply replacement products, nor can Delta International Trading B.V. be held liable for any damage.

Article 3. Sales conditions of Seed potatoes

- 3.1 The purchaser gives Delta International Trading B.V. and its representatives the right to inspect, test verify all fields planted with seed potatoes purchased from Delta International Trading B.V. Upon request by Delta International Trading B.V., the purchaser is obliged to point out all fields planted with seed potatoes originating from Delta International Trading B.V.
- 3.2 When the seed potatoes are approved by local authorities at place of origin and after shipment at destination, Delta International Trading B.V. can no longer be held accountable, unless the parties (seller and purchaser) have reached a written agreement in advance.
- 3.3 The purchaser is obliged to grant instant entree to his property and his potatoes bought from Delta International Trading B.V., either in the field or in storage, to the inspection authorities who act on behalf of Delta International Trading B.V. If required, the purchaser is obliged to give instant entree to his documentation such as invoices, relevant for the inspection.
- 3.4 The purchaser is obliged to give full co-operation, as desired by seller, including co-operation in collecting any evidence necessary in a case in which Delta International Trading B.V. will be involved in a procedure.

- 3.5 In case the purchaser does not comply with above-mentioned conditions, Delta International Trading B.V. has the right to demand compensation among which can be included loss of profit.

Article 4. Complaints and compensations

- 4.1 Any shortages, flaws and damage must, subject to forfeiture, be reported by the purchaser to Delta International Trading B.V. in writing within 24 working hours after release. Delta International Trading B.V. cannot be held liable for defects, if the complaint is submitted to Delta International Trading B.V. at a time that the seed potatoes had already been planted.
- 4.2 In the event of damage, the purchaser is obliged to limit this to a minimum.
- 4.3 Contrary to the provisions in the RUCIP or AHV conditions, the accountability of Delta International Trading B.V. is at all times restricted to direct damage, with a maximum of the invoice amount (excl VAT) of the part which the damage relates to.

Article 5. Payment conditions

- 5.1 After fulfilment of an agreement, the purchaser is obliged to pay the full amount of the provided invoice (100 %). If purchaser does not conform, Delta International Trading B.V. reserves the right to cancel the agreement and demand compensation.
- 5.2 The term of payment amounts to 14 days after invoice date, unless agreed otherwise. If payment has not been granted within this period, we are prone to revoke the agreement.
- 5.3 All goods supplied remain the property of Delta International Trading B.V. until full payment has been received for all that the purchaser owes by virtue of the agreement.

- 5.4 If it is the case that the seed potatoes are not approved or suitable after inspection by local authorities for the relevant market, the amount will be returned after deduction of costs incurred after consultation.

Article 6. Quality criteria

- 6.1 Delta International Trading B.V. supplies seed potatoes subject to the standards the class of seed potatoes to be delivered must meet as stipulated in the inspection regulations of an officially certifying body. Delta International Trading B.V. gives no additional guarantees, unless explicitly agreed otherwise.
- 6.2 Unless explicitly agreed, Delta International Trading B.V. will give no complementary assurances. Delta International Trading B.V. reserves the right to apply more rigid norms than the official certifying authorities.

Article 7. Law and legal binding

- 7.1 To all our formal agreements the Dutch law is applicable.