



General
conditions

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FRUITMASTERS AUCTION LTD GENERAL CONDITIONS

DEEL A GENERAL

Artikel 1 *Term definitions*

1. In these General Conditions the following is meant by:
 - a. *“Offer”*: the quote and/or price offer provided by Fruitmasters Veiling on behalf of Supplier to Buyer regarding the sale and delivery of Products as well as the quote and/or price offer provided to Buyer by Fruitmasters Veiling regarding the sale and delivery of Other Goods and the rendering of services by Fruitmasters Auction.
 - b. *“Supplier”*: the Member or Guest supplier registered as such with Fruitmasters Veiling and with regard to whom in name of and for charge and risk of Supplier, Fruitmasters Auction enters into Sales agreements with Buyers.
 - c. *“Customer”*: every natural person, legal entity or partnership with whom Fruitmasters Veiling enters into a NHG¹-Agreement or with whom Fruitmasters Auction negotiates the conclusion of a NHG-Agreement.
 - d. *“Sale”*: the conclusion by Fruitmasters Veiling of Sales agreements with Buyers in name of and for account and risk of Suppliers.
 - e. *“Fruitmasters Cooperative”*: the cooperative society Koninklijke Fruitmasters Groep U.A.
 - f. *“Direct delivery”*: delivery at the address indicated by Buyer, Customer respectively, on the understanding that for Buyer or Customer respectively, *“Direct delivery”* equals free delivery including rights (*‘Delivered Duty Paid’*) in accordance with Incoterms 2010.
 - g. *“Fruitmasters Auction”*: the private limited company Fruitmasters Veiling B.V., a 100% daughter of Fruitmasters Cooperative Society.
 - h. *“Guest supplier”*: the supplier of Products who is not registered as a member of Fruitmasters Cooperative Society and who has agreed with Fruitmasters Cooperative Society that Fruitmasters Cooperative Society shall sell the former’s Products via Fruitmasters Auction.
 - i. *“Purchase agreements”*: every agreement that is concluded regarding the sale and delivery (lease and other ways of provision included) of goods and – if agreed – the installation or assembly thereof as well as the rendering of services and the performance of activities by Supplier between Fruitmasters Auction and Supplier, every modification thereof or addition thereto as well as all (legal) actions in preparation of and for the implementation of the Purchase agreement.
 - j. *“Sales agreement”*: every agreement that is concluded between Supplier and Buyer regarding the sale and delivery of Products, every modification thereof or addition thereto as well as all (legal) actions in preparation of and for the implementation of the Sales agreement. Upon entry into Sales agreements with Buyers, Fruitmasters Veiling continues to act as (sub) mandatary of Supplier. All legal actions performed by Fruitmasters Veiling, such as entering into Purchase agreements with Buyers, Fruitmasters Veiling performs in name of and on account and at risk of the Supplier. Fruitmasters Auction has been authorized by Supplier to close and sign the Purchase agreement on behalf of Supplier.
 - k. *“Buyer”*: every natural person, legal person or partnership with whom Fruitmasters Auction enters into a Buyer agreement on behalf of Supplier or with whom Fruitmasters Auction negotiates on behalf of Supplier about the conclusion of a Purchase agreement.
 - l. *“Supplier”*: every natural person, legal entity or partnership with whom Fruitmasters Veiling enters into a Purchase agreement or with whom Fruitmasters Veiling negotiates the conclusion of a Purchase agreement.
 - m. *“Delivery ex Fruitmasters Auction”*: delivery ex grounds of Fruitmasters Auction, situated at Deilseweg 7 in Geldermalsen. For Buyer, Customer respectively, delivery *‘ex Fruitmasters Auction’* equals delivery *‘ex plant’* (*‘ex works’*) in accordance with Incoterms 2010.
 - n. *“Delivery ex garden”*: delivery from the production plant of Supplier, on the understanding that for Buyer, Customer respectively, Delivery *‘ex Garden’* equals delivery *‘ex plant’* (*‘ex works’*) in accordance with Incoterms 2010.

¹ NHG: Nederlands Horeca Gilde, Dutch Catering Industry Corporation

- o. *“Member”*: the supplier of Products who is registered as member with Fruitmasters Cooperative Society and who has agreed Fruitmasters Cooperative Society that Fruitmasters Cooperative Society shall sell his Products via Fruitmasters Auction.
 - p. *“NHG-Agreement”*: every agreement that is concluded regarding the sale and delivery of Other Goods and the rendering of Other Services by Fruitmasters Auction between Fruitmasters Auction and Buyer, every modification thereof or addition thereto as well as all (legal) actions in preparation of and for the implementation of the NHG-Agreement.
 - q. *“Order”*: every order granted by Fruitmasters Auction to Supplier for the sale and delivery (lease and other ways of provision included) of Other Goods and – if agreed – the installation or assembly thereof as well as the rendering of Other Services and the performance of activities by Supplier.
 - r. *“Agreement”*: the Purchase agreement, Sales agreement or NHG-Agreement.
 - s. *“Other Goods”*: every good not being a Product.
 - t. *“Other Service”*: every service not being the Sale.
 - u. *“Product”*: every product for which Fruitmasters Cooperative Society, pursuant to Article 122, preamble and sub a (iii) of the Integral GMO-Regulation has been acknowledged as producer organisation.
 - v. *“Product specification”*: the description of the quality and sorting regulations that the various qualities and assortments of the relevant Product must meet. For each Product that Fruitmasters Auction sells, a Product specification is available for Buyers.
 - w. *“Damages”*: every disadvantage in whatever form, both direct and indirect, which also includes a penalty clause, immaterial damage, operational, environmental damages and consequential damages such as damages regarding lost profit;
 - x. *“In writing”*: a communication by letter, telefax or by email.
 - y. *“Associated company”*: every company of which Fruitmasters Cooperative Society and/or Fruitmasters Auction (i) owns more than half of the capital or the company assets, or (ii) has the authority to use more than half of the voting rights , or (iii) has the authority to appoint more than half of the members of the supervisory board or board of management, or of bodies legally authorized for representation, or (iv) has the right to manage the company.
 - z. *“Opposing party”*: the Buyer, Customer or Supplier, depending on the type of Agreement that is concluded.
 - aa. *“Recipients’ Liability Act”*: all laws and regulations regarding the *recipients’ liability*;
 - bb. *“Liability of Subcontractors Act”*: all laws and regulations regarding the chain liability;
2. If words in the plural form are given a defined meaning, this also includes the singular form and vice versa.

Artikel 2 *General*

1. These General Conditions are part of and apply to all Offers, Orders and Agreements as well as to all other legal relations between Fruitmasters Auction and Customers and/or Suppliers respectively between Supplier and Buyers.
2. Articles 1 up to and including 5 of these General Conditions apply to:
 - a) Sales agreements that Fruitmasters Auction concludes with Buyers on behalf of and on account and at risk of Suppliers,
 - b) NHG-Agreements that Fruitmasters Auction concludes with Customers, and
 - c) Purchase agreements that Fruitmasters Auction concludes with Suppliers.
3. The Articles 6 up to and including 16 of these General Conditions apply to Sales agreements that Fruitmasters Auction concludes with a Buyer on behalf of and for the account and at risk of Supplier, as well as to NHG-Agreements that Fruitmasters Auction concludes with a Customer.
4. The Articles 17 up to and including 38 of these General Conditions solely apply to Purchase agreements that Fruitmasters Auction concludes with a Supplier.
5. These General Conditions put general or specific conditions or stipulations of the Opposing party aside, unless agreed otherwise with prior, express written consent.
6. Departures of these General Conditions or deviating stipulations, conditions and/or agreements only apply if, and insofar as these have been expressly confirmed in writing by Fruitmasters Auction.
7. An Opposing party to whom these General Conditions have applied, is also considered to have agreed with the applicability of these General Conditions to later Offers, Orders and Agreements

- as well as to all other later/subsequent legal relations between Fruitmasters Auction and Customers and/or Suppliers and between Supplier and Buyers respectively.
8. Should, in the opinion of the authorized judge, any stipulation of these General Conditions not apply to or be in violation of the public order or law, only the relevant stipulation shall be considered as non-written but these General Conditions shall otherwise continue to apply fully. In lieu of any invalid stipulation, a stipulation that best approaches the intention of parties has to apply.
 9. Fruitmasters Auction is authorized to change these General Conditions and attached annexe(s). The changes enter into force at the time announced by Fruitmasters Auction.
 10. In the event of any conflict, the Agreement prevails over these General Conditions. The headings ("*headers*") of the Articles of these General Conditions do not have an independent meaning and these headings have no influence on the explication of the stipulations of these General Conditions.

Artikel 3 *General provisions*

1. Subject to prior consent, the Opposing party is not authorized to entirely or partially transfer the rights and obligations pursuant to the Agreement or Agreements arising thereof to third parties.
2. Should the circumstances that parties assumed on the moment of concluding the Agreement change to such an extent, that compliance with one or more of these General Conditions can as a result not be reasonably demanded anymore of one of the parties, consultation shall take place on the interim change of the Agreement.

Artikel 4 *Applicable law and disputes*

1. To all transactions to which these General Conditions apply, Dutch law applies except for the stipulations of international treaties including the Vienna Sales Convention, insofar as these do not contain mandatory law.
2. All disputes that should arise, shall be exclusively judged by the Court in Arnhem, notwithstanding the right of Fruitmasters Auction and Supplier to summon the Opposing party to appear before the competent judge according to the law or treaty. A dispute has arisen as soon as one of the parties has informed the other of this in writing.
3. In case of disputes between these General Conditions and translations thereof, the Dutch text prevails.

Artikel 5 *Entry into force*

These General Conditions enter into force on 5 July 2012 and have been registered with the Chamber of Commerce for Central Netherlands on 20 July 2012 under number 11018591.

DEEL B SALES AGREEMENTS AND NHG-AGREEMENTS

Artikel 6 *Offer, Agreement and cancellation of orders*

1. All Offers made by Fruitmasters Auction, wherever published or however made, are always without obligation and can always be recalled by Fruitmasters Auction, also if they contain a term of acceptance. Should the Offer not contain a term of acceptance, the term of acceptance is 24 hours.
2. All images, descriptions, indications of measure and weight and other information provided by Fruitmasters Auction are non-binding for Fruitmasters Auction and only meant to give a general impression of the quality of the Products that Fruitmasters Auction offers on behalf of Supplier, respectively of the Other Goods and services offered by Fruitmasters.
3. All Offers are made by Fruitmasters Auction to the best of their knowledge and with the utmost care. Fruitmasters Auction does, however, not guarantee that no deviations occur in this respect.
4. If Buyer or Customer respectively provides documents, information, drawings and such to Fruitmasters Auction and/or Supplier on application, Fruitmasters Auction and/or Supplier may assume the correctness of these and the Offer shall be based on this.
5. Buyer and Customer respectively is obliged to provide to Fruitmasters Auction and/or Supplier

- all information necessary for the execution of the Sales agreement and NHG-Agreement respectively on time and at all times, in default of which Buyer or Customer respectively shall be liable toward Fruitmasters Auction and/or Supplier for all ensuing Damages.
6. Buyer and Customer respectively need to ensure that the Products to be ordered and/or ordered, and Other Goods respectively and the corresponding packaging, labelling and other information meet all government regulations applicable in the country of destination. The use of the Products and Other Goods respectively and the conformity with the government stipulations is at the risk of Buyer or Customer respectively.
 7. A Sales agreement or NHG-Agreement respectively is only concluded on the moment that Fruitmasters Auction has confirmed the order of Buyer or Customer respectively in writing or by telephone, or if Fruitmasters Auction carries out the order.
 8. Changes, additions and/or extensions of the Sales agreement or NHG-Agreement respectively are only binding, if these have been agreed in writing or if the Sales agreement or NHG-Agreement respectively is carried out in accordance with the changes, additions and/or extensions.
 9. All (legal) acts and behaviour by an official or employee of Buyer or Customer respectively in the framework of the conclusion, execution and modification of a Sales agreement or NHG-Agreement respectively, are considered to have been done in a competent manner on behalf of Buyer or Customer respectively and bind Buyer or Customer respectively. Buyer or Customer respectively cannot rely on it that, regarding these actions or this behaviour, no authorization is present to legally represent or bind Buyer or Customer respectively.
 10. Unless otherwise agreed, Buyer can only cancel the order if Fruitmasters Auction has not yet accepted the order in writing – on behalf of Supplier or not – or if the Products or the Other Goods respectively have not yet been delivered or if the Other Services have not yet been rendered and Fruitmasters Auction has agreed in writing with the cancellation of the order. Cancellation of the order needs to be done in writing. Buyer or Customer respectively are obliged to reimburse within one week after this cancellation all Damages that Supplier or Fruitmaster Auction respectively suffer following the cancellation. These Damages are determined at a minimum of 30% of the invoice amount, notwithstanding the right of Supplier or Fruitmasters Auction respectively to reimbursement of the actual Damages suffered by them following the cancellation of the order by Buyer or Customer respectively. Buyer or Customer respectively indemnifies Supplier or Fruitmasters Auction respectively against all claims of whatever nature that third parties could enforce against them regarding any Damages suffered or to be suffered following the cancellation of the order by Buyer or Customer respectively.

Artikel 7 *Prices*

1. Unless otherwise agreed, all prices are indicated in Euros and are based on delivery ex Fruitmasters Auction. Unless otherwise agreed, these prices do not include all packaging, transportation and shipping costs, insurance premiums, direct and indirect taxes, import and export duties and excise duties. Unless otherwise agreed, aforementioned packaging, transportation and shipping costs, insurance premiums, direct and indirect taxes, import and export duties and excise duties are for the account and at risk of Buyer or Customer respectively.
2. If the price of the Products or Other Goods and/or services to be delivered increases for whatever reason after the Offer has been made and/or during the term of the Sales agreement or NHG-Agreement respectively, Fruitmasters Auction has the right to increase the price accordingly without prior notification and charge it to Buyer or Customer respectively.

Artikel 8 *Payment*

1. In case Fruitmasters Auction concludes a Sales agreement on behalf of and for the account and risk of Supplier, Fruitmasters Auction charges to the account and risk of Supplier. Fruitmasters Auction receives the payment of Buyer for the Supplier. Buyer can only make discharging payments to Fruitmasters Auction.
2. Buyer or Customer respectively needs to pay the entire amount owed by him by means of transfer to Fruitmasters Auction's bank account within 12 days after the invoice date.

3. If Buyer or Customer respectively does not pay any amount owed by him within the term set for it, Buyer or Customer respectively is in default by law without a specific default being required.
4. In case of default, Buyer or Customer respectively owes a late payment interest of 1.5% per month on the invoice amount or the unpaid part of it, to be calculated from the expiry date to the date of payment. All costs pertaining to the collection are charged to Buyer or Customer respectively. The extrajudicial costs amount to at least 15% of the amounts owed in the capital sum.
5. If legal proceedings for the claim are pending, Buyer or Customer respectively is obliged to pay for the costs actually incurred pertaining to the proceeding. This includes the costs of (litigation) lawyers and representatives ad litem as well as the court fee. The stipulations in this article continue to apply, also if aforementioned costs exceed any order to pay legal costs based on Article 237 and further of the Dutch Code of Civil Procedure.
6. Every payment by Buyer or Customer respectively is first used to settle the interest due and subsequently the costs falling under the claim, except for the legal fees. Only after settlement of these amounts shall any payment by Buyer or Customer respectively be deducted from the claim due in the capital sum.
7. In the absence of a timely payment of any invoice all invoices still pending, as well as those invoices the term of payment of which has not yet expired, become immediately due.
8. Fruitmasters Auction has the right at all times to request (partial) down payment from Buyer or Customer respectively, and/or to request that Buyer or Customer respectively provides proper security to be determined by Fruitmasters Auction.
9. The administration of Fruitmasters Auction needs to be informed in writing no later than 3 days after sending of claims regarding invoices sent, in default of which Fruitmasters Auction has the right not to process claims in this regard.
10. Settlement or set-off by Buyer or Customer respectively is never permitted. Buyer or Customer respectively does not have the right to suspend any payment obligation.
11. Regarding payments and settlements the administration of Fruitmasters Auction is binding at all times.

Artikel 9 *Delivery and transfer of risk*

1. The delivery of the Products and Other Goods is done ex Fruitmasters Auction, unless it has been agreed in writing that delivery takes place ex garden or in that there is direct delivery.
2. Buyer or Customer respectively can be obliged by Fruitmasters Auction to sign for receipt of the products.
3. Notwithstanding the stipulation in paragraph 1 of this Article, it can be agreed that Fruitmasters Auction, her members or Suppliers ensure the transport of the products and other goods, in which case Buyer or Customer respectively is, however, liable for the risk of storage, loading, transport and unloading of the products and other goods, unless it has been agreed otherwise in writing.
4. The terms of delivery indicated by Fruitmasters Auction (which also means the term in which the services need to have been rendered) are indicative and can never be regarded as final dates. In case of untimely delivery, Fruitmasters Auction needs to be declared in default in writing within 24 hours at the latest by Buyer or Customer respectively. In that case, Buyer or Customer respectively shall have to grant Fruitmasters Auction a reasonable term to meet the obligations as yet. Buyer or Customer respectively does not have toward Supplier and Fruitmasters Auction a right to damages following the transgression of the term of delivery agreed or mentioned by Fruitmasters Auction. In case of transgression of the term of delivery, Buyer or Customer respectively does not have a right to dissolution or termination of the Sales agreement or NHG-Agreement respectively, unless the transgression of the term of delivery is such that Buyer or Customer respectively cannot be reasonably required to continue the Sales agreement or NHG-Agreement respectively.
5. Fruitmasters Auction reserves the right for the benefit of the Supplier or not, after consultation with Buyer or Customer respectively, to deliver in parts and invoice these partial deliveries separately.
6. In case the products and other goods to be delivered are not bought within the term of delivery or in case the agreed term of call is not observed by Buyer or Customer respectively, Fruitmasters Auction has the right to store the products and other goods or have them stored,

re-auction, sell, destroy or have them destroyed at the account and at risk of Buyer or Customer respectively. The costs of transportation, storage, re-auction, sale or destruction are charged to Buyer or Customer respectively.

7. If the amount of products and/or other goods destined for delivery pursuant to the Sales agreement or NHG-Agreement respectively, is at any day insufficient to meet all Sales agreements or NHG-Agreements respectively, Fruitmasters Auction can share them out to Buyer or Customer respectively based on a distribution code it considers reasonable, all circumstances taken into consideration.

Artikel 10 *Inspections and claims*

1. Buyer or Customer respectively is obliged to check the products and other goods immediately after delivery for any shortcomings and/or damages.
2. Buyer or Customer respectively needs to inform Fruitmasters Auction, for the attention of the Inspection department, of complaints about the products subject to a penalty of expiry of any right to claim as soon as possible, but in any case within the quality guarantee periods as included for the various Products in **Annex 1**, in writing and with a clear description of the complaints, in default of which Fruitmasters Auction is entitled not to process claims in this regard.
3. Buyer or Customer respectively needs to inform Fruitmasters Auction, for the attention of the Inspection department, of complaints about other goods as well as about packaging subject to a penalty of expiry of any right to claim as soon as possible, but regarding externally visible flaws within 4 hours after delivery but no later than 5 p.m. on the day of delivery and regarding externally invisible defaults within 24 hours after the moment in which Buyer or Customer respectively could reasonably have discovered the flaws, in writing and with a clear description of the complaints, in default of which Fruitmasters Auction is entitled not to process claims in this regard.
4. In case products have been sold via clock auction, complaints contrary to the stipulations in the first paragraph, need to be made know within 24 hours after sale via clock auction.
5. Every right to claim expires in any case no later than 14 days after delivery. After noticing any flaw and/or Damage, Buyer or Customer respectively is obliged to perform or abstain respectively from performing all actions which are reasonably possible and necessary to prevent (further) Damage. Buyer or Customer respective is furthermore obliged to carry out all instructions of Fruitmasters Auction and/or Supplier in this regard and to provide every cooperation necessary for the investigation of the claim to Fruitmasters Auction and/or Supplier, among others by enabling Fruitmasters Auction and/or Supplier to carry out or have carried out an investigation of the circumstances of the use of the Products and Other Goods. If Buyer or Customer respectively does not provide cooperation or if investigation of the claim is otherwise not possible (anymore), Buyer or Customer respectively can enforce no more claims.
6. In case of minor deviations of properties such as measure, quality and colour, the Products and Other Goods delivered are considered to meet the Sales agreement or NHG-Agreement respectively.
7. The Products and Other Goods offered are, insofar as possible, provided with a Product specification. Buyer or Customer respectively is assumed to be familiar with the meaning of the Product specification determined by Fruitmasters Auction.
8. Return of the Products and Other Goods delivered to the address indicated by Fruitmasters Auction can only take place after prior written consent of Fruitmasters Auction. In case of return the Products and Other Goods need to be in the original state and in the original packaging. The costs for return are charged to Buyer or Customer respectively.
9. Fruitmasters Auction is entitled to refuse return of the Products delivered if the temperature of the Products is higher than 5 degrees Celsius.
10. If the claim is considered well-founded, the Supplier or Fruitmasters Auction respectively, can choose, without being obliged to pay further compensation, to either (partly) replace the Products and Other Goods in question or to issue a credit note for (a part of) the Products and Other Goods delivered in the amount of the invoice value at the most.
11. The presence of a flaw and/or Damage as meant in this Article does not entitle Buyer or Customer respectively to suspend the payment obligations.

Artikel 11 *Retention of title*

1. All Products and Other Goods delivered and yet to be delivered remain the exclusive property of Supplier of Fruitmasters Auction respectively until all claims that Supplier or Fruitmasters Auction respectively has or shall have on Buyer or Customer respectively, including in any case the claims mentioned in Article 3:92 paragraph 2 of the Dutch Civil Code, have been fully paid.
2. Fruitmasters Auction is entitled to take back the Products that have remained the property of Supplier of the Other Goods that have remained the property of Fruitmasters Auction respectively, from Buyer or Customer respectively if Buyer or Customer respectively continues to be in default of meeting his obligations toward Fruitmasters Auction and Supplier. Buyer or Customer respectively is obliged to enable Fruitmasters Auction to take the Products and the Other Goods back. All costs pertaining to this are charged to Buyer or Customer respectively.
3. As long as the Products and Other Goods delivered have a retention of title, the Buyer or Customer respectively is not entitled to dispose of these Products and Other Goods or to grant them to third parties for whatever reason or to invest any form of security on them, unless this is done in the framework of the normal business operation. Buyer or Customer respectively commits, at the first request of Fruitmasters Auction, to cooperate with the establishment of a right of pledge on the claims that Buyer or Customer respectively has or shall have on his customers, based on onward delivery of the Products and Other Goods. If the Products and Other Goods are processed by Buyer or Customer respectively in or into other products, a right of pledge shall also be established on this for Supplier or Fruitmasters Auction respectively.
4. Buyer or Customer respectively is obliged to separate the Products and the Other Goods from other products as recognizable property of Supplier or Fruitmasters Auction respective, and handle the Products and Other Goods with due and proper care. Buyer or Customer respectively is furthermore obliged to ensure the Products and Other Goods meant in the previous sentence with an insurer of good reputation and keep them insured against damage, loss and theft. At the first request of Fruitmasters Auction, Buyer or Customer respectively is obliged to show that the insurance obligation has been met.
5. By derogation from the provisions in Article 4.1 of these General Conditions, the consequences for property rights of the retention of title is governed by the right of the country on which territory the Products and Other Goods find themselves at the time of delivery.
6. In case of Products and Other Goods destined for export, By derogation from the provisions in paragraph 5 of this Article, the consequences for property rights of this retention of title is governed by the right of the country of destination if, based on that right, the retention of title does not become invalid until the price has been fully paid.

Artikel 12 *Force Majeure*

1. In case of force majeure, Supplier and/or Fruitmasters Auction are discharged from meeting their obligations pursuant to the Sales agreement or NHG-Agreement respectively, without Buyer or Customer respectively being able to enforce any right of reimbursement of costs and damages, direct or indirect and of whatever nature.
2. By force majeure on the side of Supplier and/or Fruitmasters Auction is meant any circumstance, independent of the will of Supplier and/or Fruitmasters Auction, which fully or partly hinders his obligations toward Buyer or Customer respectively being met or as a result of which meeting his obligations cannot reasonably be required from Supplier and/or Fruitmasters Auction, irrespective whether that circumstance could be foreseen at the time the Sales agreement or NHG-Agreement respectively was concluded. These circumstances include among others work strikes, stagnation in the supply of products, calamities at Fruitmasters Auction and/or Supplier, failed crop, (civil) war, war threat, (natural) disasters, exclusion, blockade, revolt, riots, fire, other operational disorders and measures by government bodies.

Artikel 13 *Liability*

1. Apart from a case of intent or conscious recklessness on the part of the Supplier and/or Fruitmasters Auction, Supplier and Fruitmasters Auction are not liable toward Buyer or Customer respectively for any damages, irrespective of the way these occurred and the persons by whom they were caused.
2. Liability for consequential damages is always excluded. Consequential damages include among others delay in the processing, stagnation at Client's, having to redo an activity, lost profit and missed savings, slur of the trust/image etc. however called.

3. The liability is in all cases limited to that for which the Insurance of Supplier and/or Fruitmasters Auction offers coverage. The insurance policy and the policy conditions are available for inspection.
4. Buyer or Customer respectively indemnifies Supplier and Fruitmasters Auction against any claims of whatever nature that third parties could enforce on Supplier and/or Fruitmasters Auction regarding any Damages suffered or to be suffered that exceed the liability that Buyer or Customer respectively can enforce on Supplier and/or Fruitmasters Auction, unless mandatory law determines otherwise.

Artikel 14 *Suspension and dissolution*

1. Supplier or Fruitmasters Auction respectively is entitled, notwithstanding his right of compensation, to suspend without notice of default and without legal intervention with immediate effect the (a) execution of the Sales agreement or NHG-Agreement respectively and all related agreements and/or (b) dissolve that Sales agreement or NHG-Agreement respectively and all related agreements fully or partially if:
 - a) Buyer or Customer respectively does not meet any obligation based on the Sales agreement or NHG-Agreement respectively timely or properly;
 - b) for Buyer or Customer respectively has been declared insolvent or has been granted a moratorium, or if Buyer or Customer respectively is a natural person, debt repayment has been applied for; the business of Buyer or Customer respectively is dissolved, liquidated or shut down;
 - c) a substantial part of the capital of Buyer or Customer respectively is seized under a warrant of execution;
 - d) Supplier or Fruitmasters Auction respectively has well-founded reasons to fear that Buyer or Customer respectively is or shall not be able to meet his obligations pursuant to the Sales agreement or NHG-Agreement respectively, and that Buyer or Customer respectively, at the request of Supplier and/or Fruitmasters Auction respectively does not provide any or sufficient securities for meeting his obligations.
2. All claims that Supplier and/or Fruitmasters Auction should have or obtain in the cases meant in paragraph 1 of this Article toward Buyer or Customer respectively, shall become immediately and fully due.
3. Buyer or Customer respectively is not entitled to appeal to any right of suspension or settlement.
4. All amounts that Fruitmasters Auction casu quo can claim from an Associated company of Buyer or Supplier respectively, can be deducted from that which Buyer or Supplier respectively can claim from Fruitmasters Auction casu quo of an Associated company.
5. Buyer or Customer respectively is not entitled to fully or partially dissolve the Sales agreement or NHG-Agreement respectively, if he was already himself failed to meet his obligations.
6. In case of dissolution, Supplier and/or Fruitmasters Auction is not obliged to pay Buyer or Customer respectively any compensation.

Artikel 15 *Packaging*

1. Fruitmasters Auction instructs the Supplier which packaging need to be used. The Supplier is obliged to follow up the instructions meant in the previous sentence.
2. Unless otherwise agreed, refundable containers which are property of Fruitmasters Auction and that is put by Fruitmasters Auction at the disposal of Buyer or Customer respectively, remains the property of Fruitmasters Auction.
3. Buyer or Customer respectively is not allowed to sell, lease or otherwise burden or put at the disposal of third parties the refundable containers made available, owed by Fruitmasters Auction or not. Buyer or Customer respectively needs to manage the refundable containers with due and proper care and hand them back to Fruitmasters Auction in the same condition in which they have been put at the disposal of Buyer or Customer respectively. Buyer or Customer respectively are obliged to insure the containers put at disposal and keep them insured with an insurer of good reputation against damages, loss and theft. At the first request of Fruitmasters Auction, Buyer or Customer respectively is obliged to show that the insurance obligation has been met. The costs of cleaning and repair of the refundable containers can be charged to the Buyer or Customer respectively.

4. Fruitmasters Auction is entitled to charge Buyer or Customer respectively with a compensation and/or stationed for the use of the refundable containers by Buyer or Customer respectively. The deposit shall be paid back to Buyer or Customer respectively and/or shall be settled after Buyer or Customer respectively has returned the refundable containers put at his disposal undamaged, to be judged by Fruitmasters Auction.
5. Buyer or Customer respectively is liable toward Fruitmasters Auction for damages to and/or loss of the refundable containers made available by Fruitmasters Auction.
6. Unless otherwise agreed, the containers intended for multiple use, provided they are clean, empty and in good condition, need to be returned by Buyer or Customer respectively to Fruitmasters Auction against receipt of a deposit ticket for the amount of which a credit note shall be issued.
7. When the containers intended for multiple use are not in good condition upon return, Fruitmasters Auction is authorized to refuse payment of the deposit entirely or in part.
8. The refundable containers in which and/or on which Products and Other Goods have to be provided by the Suppliers, is sold by Fruitmasters Auction to Suppliers and to Buyer or Customer respectively of the product in question at a price set by Fruitmasters Auction. Fruitmasters Auction determines whether the refundable containers are taken back from Buyer or Customer respectively and if so, under which conditions and at which price.

Artikel 16 *(Intellectual) Property*

1. Only after Written consent and by indication of Fruitmasters Auction can Buyer or Customer respectively use the trade names and brands that are used by Fruitmasters Auction and Supplier in the trade.
2. Buyer or Customer respectively is obliged to follow up exactly the instructions of Fruitmasters Auction and Supplier regarding the use of trade names and brands used by Fruitmasters Auction and Supplier.
3. All rights that result from intellectual and industrial property as well as copy rights continue to rest with Fruitmasters Auction and Supplier.

DEEL C PURCHASE

DEEL C.I GENERAL

Artikel 17 *Requests, offers and conclusion of a purchase agreement*

1. All requests made by Fruitmasters Auction to enter into a Purchase agreement are always non-binding.
2. A request from Fruitmasters Auction is followed by an offer of Supplier. An offer made by Supplier is always free of charge and is considered to bind Supplier.
3. If an offer of Supplier is followed by a Written Order of Fruitmasters Auction, the Purchase agreement is only concluded the moment that the Order is sent by Fruitmasters Auction. If a Purchase agreement is concluded orally, the execution of the Purchase agreement is suspended until the moment that the Written confirmation of the order by Fruitmasters Auction is sent, unless Fruitmasters Auction provides Supplier with an order number when concluding the oral Purchase agreement.
4. In case of call order contracts (these are agreements in which Fruitmasters Auction can call for a set number of goods at previously set prices and conditions as needed) the Purchase agreement for (partial) delivery is concluded each time on the moment that the Order for a (partial) delivery is sent, within the framework of the on call contract, by Fruitmasters Auction.
5. If, in the execution of the Purchase agreement, drawings, models, specifications, instructions, inspection regulations made available and approved by Fruitmasters Auction are used, these form part of the Purchase agreement.
6. Purchase agreements can only be concluded on the part of Fruitmasters Auction by persons of Fruitmasters Auction authorized thereto.

Artikel 18 *Changes and providing information*

1. Additional agreements and/or changes in the Purchase agreement do not bind Fruitmasters Auction, unless this is expressly confirmed in writing by Fruitmasters Auction.

2. Fruitmasters Auction is at all times authorized to require that the size and/or the condition of the goods to be provided by Supplier and/or services to be rendered and/or work to be carried out is changed. If, in the opinion of the Supplier, this has consequences for the agreement made between Fruitmasters Auction and Supplier he shall, before complying with the change requested by Fruitmasters Auction, inform Fruitmasters Auction about this in writing as soon as possible but no later than within 5 working days after the notification of the required change. If, in the opinion of Fruitmasters Auction, these consequences are unreasonable in view of the nature and extent of the change, Fruitmasters Auction has the right to dissolve the Purchase agreement by means of a written notification to Supplier. A dissolution based on this Article paragraph does not give Supplier the right of compensation.
3. If the size and/or the condition of the goods to be provided by Supplier and/or services to be rendered and/or work to be carried out are enhanced or extended as a result of the changes meant in paragraph 2 of this Article, it is a case of additional work. Fruitmasters Auction is not obliged to pay additional work for which she has not given a written and express order.
4. Supplier is not allowed to make or carry out any modifications without the prior written and express consent of Fruitmasters Auction.
5. Supplier is obliged, at the first request of Fruitmasters Auction, to immediately provide all information regarding the execution of the Purchase agreement.
6. Supplier is obliged to inform Fruitmasters Auction beforehand of any change in the composition or characteristics of the goods to be supplied and/or services to be rendered and/or work to be carried out by Supplier.

Artikel 19 *Price*

1. The prices agreed or offered are fixed and cannot be modified unilaterally by Supplier.
2. Unless agreed otherwise in writing, the prices agreed or offered are in Euros and are always excluding turnover tax.
3. Unless agreed otherwise, the prices meant in the second paragraph are based on the '*Delivered Duty Paid*' delivery condition in accordance with Incoterms 2010 at the agreed place of delivery and contain all costs in connection with the observation of the obligations of Supplier from the Purchase agreement.

Artikel 20 *Delivery and packaging*

1. Supplier is obliged to respectively deliver, respectively provide the agreed goods, services and/or work within the agreed term of delivery to Fruitmasters Auction.
2. By the single transgression of the agreed term of delivery, Supplier is in default and obliged to pay for all Damages resulting from this for Fruitmasters Auction or a third party with whom Fruitmasters Auction has a contract.
3. Supplier needs to report imminent transgressions of the term of delivery immediately in writing, stating the reasons, to Fruitmasters Auction. In case of transgression of the agreed term of delivery, Fruitmasters Auction has the right to either set a further term to Supplier in which Supplier needs to meet his obligations, or dissolve the Purchase agreement without further default without, however, being obliged to pay Damages.
4. Delivery of goods by Supplier is done '*Delivered Duty Paid*' in accordance with Incoterms 2010 at the agreed place of delivery.
5. If Supplier has committed himself to provide services and/or carry out work, the services and/or work needs to be provided or carried out at the place of performance indicated by Fruitmasters Auction.
6. The goods need to be properly packaged and marked in accordance with the statutory provisions and decisions and any additional provisions of Fruitmasters Auction, so that they shall reach the place of destination in good condition. Instructions for use and a packing list need to be included with the goods, indicating in any case the order number of Fruitmasters Auction as well as the type number, number(s), description(s), production date, expiry date and the contact of Fruitmasters Auction. Supplier is liable for Damages caused due to insufficient packaging. On delivery, all packaging (except returnable packaging) shall become property of Fruitmasters Auction. Returnable packaging needs to be clearly marked as such by Supplier. Return shipment of returnable packaging is done for the account and risk of Supplier to a destination to be provided by him.

7. If Fruitmasters Auction requests Supplier to postpone the delivery, Supplier shall store, secure and insure the goods, properly packaged and recognizably destined for Fruitmasters Auction.
8. Delivery also includes delivery of all pertaining aids as mentioned in Article 21.
9. Inspection, check and/or testing in accordance with the stipulations in Article 24 does not entail delivery or purchase.

Artikel 21 *Aids for the execution of the Agreement*

1. Materials, drawings, models, instructions, specifications, calculations or other aids made available by Fruitmasters Auction to Supplier or purchased or fabricated by Supplier for the account of Fruitmasters Auction remain the property of Fruitmasters Auction on the moment of purchase or fabrication.
2. Supplier is obliged to mark the aids meant in the first paragraph of this article as recognizable property of Fruitmasters Auction, keep them in good condition and keep them apart from aids of Supplier or third parties and insure them at his own account against all risks as long as Supplier acts as holder of these aids. At the request of Fruitmasters Auction, Supplier provides a proof of the Insurance, a copy of the policy conditions as well as the documents proving timely payment of premium. Supplier shall refrain from any act or omission, causing coverage by the insurance to be lacking.
3. The aids mentioned in the first paragraph of this Article shall be made available at the first request of Fruitmasters Auction or simultaneously with the goods to be delivered to and/or services to be rendered and/or work to be carried out for Fruitmasters Auction.
4. All aids mentioned in the first paragraph of this Article are exclusively destined to be used by Supplier and cannot, without prior written and express consent of Fruitmasters Auction, be used, copied, made public or made known to third parties. In case of consent by Fruitmasters Veiling, Supplier is not released from any guarantee or liability based on the Purchase agreement with Fruitmasters Auction or these General Conditions.
5. Change of or deviation from the aids mentioned in the first paragraph of this Article as well as the use of these aids for or in connection with any other purpose than the execution of the Purchase agreement, is only permitted after prior written and express consent of Fruitmasters Auction. In case of consent of Fruitmasters Auction, Supplier is not discharged of any guarantee or liability based on the Purchase agreement with Fruitmasters Auction or these General Conditions.
6. Supplier is obliged to return the aids mentioned in the first paragraph of this Article no later than at the last (partial) delivery to Fruitmasters Auction.

Artikel 22 *Payment general*

1. Payment of invoices by Fruitmasters Veiling is done within ninety days after receipt of both the invoice, all pertaining documentation in the Dutch language, as well as after full approval by Fruitmasters Auction of the goods to be delivered and/or services to be rendered and/or work to be carried out by Supplier .
2. Supplier needs to clearly and orderly mark the order number on his invoice. If no order number is indicated on an invoice, Fruitmasters Auction is entitled to return the invoice to Supplier.
3. Fruitmasters Auction is authorized prior to payment to require, apart from or in lieu of transfer of property, that Supplier has issued an unconditional and irrevocable bank guarantee at his account by a bank acceptable to Fruitmasters Auction, in order to secure fulfilment of the obligations by Supplier.
4. Payment by Fruitmasters Auction does not in any way include waiver of right, in particular the rights stemming from an attributable failure of Supplier.
5. Fruitmasters Auction is entitled to settle amounts she, or an Associated Company can claim for any reason from Supplier, with the amounts she, or an Associated Company owes to Supplier.
6. Fruitmasters Auction is entitled to (partially) suspend the payment if she notices a shortcoming in the goods delivered and/or services rendered and/or work carried out by Supplier.

Artikel 23 *Guarantee and repair*

1. Supplier guarantees that the goods delivered and/or services rendered and/or work carried out by him:
 - a) are in accordance with the Purchase agreement;
 - b) have the properties Supplier has committed himself to;

- c) are free of flaws;
 - d) are suited to the purpose they are intended for;
 - e) meet the highest statutory demands and other government regulations, meaning also but not exclusively European laws and regulations and all rules regarding food safety and the maximum residue limit (MRL), as well as the highest demands of the quality and safety standards used within the branch or certification as applicable at the time of delivery and/or rendering of service.
2. If the goods delivered and/or services rendered and/or work carried out by the Supplier, considering the results of any inspection, check and/or testing as meant in Article 24, prove not to comply with the stipulations in paragraph 1 of this Article, Supplier is obliged to rectify the flaw within the term set by Fruitmasters Auction. Unless this is impossible, the flaw always needs to be rectified on site. If rectifying the flaw consists of repairing one or more goods delivered by Supplier and repair of the goods on site is not possible, Supplier needs to ensure at his cost and for his account and risk, the transportation to and from the location suitable for the repair. At request of Fruitmasters Auction, Supplier shall make goods suitable for replacement available to Fruitmasters Auction free of charge, for the period necessary for the repair.
 3. In case of emergency and furthermore if, after consultation with Supplier, it has to be reasonably assumed that Supplier cannot undo the flaw within the term set by Fruitmasters Auction, Fruitmasters Auction is entitled to carry out the Purchase agreement entirely or partially himself or have it carried out by a third party at the cost of Supplier, notwithstanding the obligation of Supplier to pay for all damages suffered or yet to be suffered by Fruitmasters Auction and notwithstanding the authorization of Fruitmasters Auction to dissolve the Purchase agreement.
 4. Supplier is obliged to keep parts in connection with the delivered goods in stock for the duration of the usual lifespan of the delivered goods and to deliver on call.
 5. Supplier is obliged in view of the stipulations in the first paragraph under e, to sign a supplier statement.

Artikel 24 *Inspection, check and testing*

1. Fruitmasters Auction is at all times entitled, prior to, during or after delivery, rendering of service or carrying out of work, to submit goods to be provided and/or services to be rendered and/or work to be carried out by Supplier to inspection, check and/or testing by Fruitmasters Auction himself or by persons or organisations appointed thereto by Fruitmasters Auction. Fruitmasters Auction also has the right to submit the spaces, installations and such of Supplier to inspection and/or check. For this, Supplier provides access to the areas where the goods are produced or stored and cooperates with the desired inspections, checks and/or testing and provides to this end for his own account the necessary documentation and information to Fruitmasters Auction.
2. If necessary, Supplier informs Fruitmasters Auction in time and beforehand of the time on which inspection, check and/or testing can take place. Supplier is authorized to be present at the inspection, check and/or testing.
3. The costs of inspection, check and/or testing are charged to Supplier.
4. If on inspection, check and/or testing before, during or after delivery, service rendering or carrying out of the work, the goods to be provided and/or services to be rendered and/or work to be carried out by Supplier are entirely or partially rejected, Fruitmasters Auction shall report this in writing to Supplier.
5. Inspection, check and/or testing by Fruitmasters Auction never discharges Supplier of any guarantee obligation or liability based on the Purchase agreement with Fruitmasters Auction or these General Conditions.
6. Inspection, check and/or testing by Fruitmasters Auction does not alter the obligations of Supplier and the rights of Fruitmasters Auction.

Artikel 25 *Product Recall*

1. In case Supplier is informed of a possible flaw in the goods to be provided (including packaging) and/or services to be rendered and/or work to be carried out by Supplier, Supplier is obliged to inform Fruitmasters Auction of this immediately by telephone and in writing, stating:
 - a) the type of flaw;
 - b) the goods affected; and
 - c) All other information that may be of importance.

Supplier is furthermore obliged to consult with Fruitmasters Auction about any product recall and damage control.

2. The costs of the product recall are fully charged to Supplier.
3. The stipulations in this Article do not alter any rights of Fruitmasters Auction.

Artikel 26 *Property*

1. Unless it has been expressly agreed otherwise in writing, the ownership of the goods at Fruitmasters Auction transfers on the moment of acceptance of the goods delivered or their delivery in working condition.
2. Supplier guarantees that Fruitmasters Auction obtains complete and unencumbered property of the delivered goods.
3. Fruitmasters Auction is authorized to require that the transfer of property of the goods and/or the materials and parts destined for this shall take place at an earlier time. Supplier shall at that time mark the goods and/or the materials destined for this as recognizable property of Fruitmasters Auction and shall indemnify Fruitmasters Auction against loss, damages and exercising of rights by third parties.

Artikel 27 *Staff members and third parties*

1. All staff members and third parties that Supplier employs in the execution of the Purchase agreement are directly supervised by and the responsibility of Supplier.
2. Staff members and third parties that Supplier employed in the execution of the Purchase agreement need to meet the special requirements set by Fruitmasters Auction. If no special requirements have been set, these staff members and third parties need to meet the general requirements of professional skill and expertise.
3. If Fruitmasters Auction is of the opinion that there are insufficient qualified staff members and third parties, Fruitmasters Auction is authorized to order the removal of the persons in question and Supplier is obliged to ensure immediate replacement, whereby the stipulations of the first paragraph of this Article need to be taken into account.
4. Fruitmasters Auction is authorized to identify all staff members and third parties employed by Supplier in the execution of the Purchase agreement.
5. Supplier indemnifies Fruitmasters Auction against all liabilities of whatever nature that the staff members and third parties employed by Supplier should enforce on Fruitmasters Auction regarding any Damages suffered or to be suffered during the execution of the tasks ordered by them.

Artikel 28 *Material and tools*

1. Supplier looks after all the tools and other materials necessary for the execution of the Purchase agreement. These tools and other materials need to meet the current safety demands. The use of tools and other materials that do not meet these requirements is prohibited.
2. The tools and other materials that Fruitmasters Auction puts at the disposal of Supplier remains at all times the property of Fruitmasters Auction. Supplier is obliged to properly use and maintain the tools and other materials put at the disposal by Fruitmasters Auction. As long as Supplier holds tools and other materials of Fruitmasters Auction, Supplier is liable for damaging or loss thereof, by whatever cause.
3. Fruitmasters Auction is authorized to inspect and check all tools and materials to be used for the execution of the Purchase agreement.

Artikel 29 *Terrains and premises*

1. Before a start is made with the execution of the Purchase agreement, Supplier needs to inform himself of the circumstances of the terrains and in the premises of Fruitmasters Auction where the goods are delivered and/or the services are rendered and/or the work is carried out. Supplier furthermore needs to inform himself of the content of the provisions and regulations applicable to the terrains and in the premises of Fruitmasters Auction, among others regarding safety, health, privacy and environment. Supplier and the staff members and third parties employed by him need to behave in accordance with these provisions and regulations.

2. Costs of delay in the execution of the Purchase agreement that have been caused by circumstances as meant before or in connection with unfamiliarity with the provisions and regulations applicable at Fruitmasters Auction, are for the account and risk of Supplier.
3. Supplier ensures that his presence and the presence of the staff members and third parties employed by him at the terrains and in the premises of Fruitmasters Auction constitute no obstacle for the unhindered progress of the activities of Fruitmasters Auction and third parties.

Artikel 30 *Confidentiality*

1. Supplier guarantees the strict confidentiality toward third parties of all company or other information originating from Fruitmasters Auction that has come or was brought to his knowledge. This confidentiality needs to be observed both during the term and after termination of the Purchase agreement.
2. Without prior written and express consent of Fruitmasters Auction, Supplier is not permitted to copy documents relating to the Purchase agreement or give them to third parties for inspection. Without prior written and express consent of Fruitmasters Auction, Supplier is not permitted either to provide any form of publicity to the execution of the Purchase agreement.
3. Supplier also commits the staff members and third parties employed by him to observe the confidentiality as meant in the previous paragraph of this Article.
4. Supplier is obliged to pay for all Damages and costs that Fruitmasters Auction suffers or shall suffer as a result of any action contrary to the stipulations in the previous paragraphs of this Article.

Artikel 31 *Industrial and intellectual property*

1. Supplier guarantees that the use, including resale, of the goods or of the aids bought or fabricated by him for Fruitmasters Auction shall constitute no infringement on any industrial or intellectual right of property, such as among others patent laws, brand rights, model rights, copyrights and/or other rights of third parties.
2. Supplier is obliged to inform Fruitmasters Auction of industrial or intellectual property rights of third parties that rest on the goods or of aids bought or fabricated by him for Fruitmasters Auction.
3. Supplier indemnifies Fruitmasters Auction against all claims resulting from any violation of the rights. Supplier shall pay Fruitmasters Auction for all Damages, costs and interest that result from any violation of the rights meant in the previous paragraph of this Article.
4. The intellectual and industrial property developed by Supplier in the framework of the execution of the Agreement, are exclusive property of Fruitmasters Auction. Supplier shall make documents and data carriers relating thereto available to Fruitmasters Auction. Fruitmasters Auction is completely free in the use of these documents and data carriers .
5. Supplier grants Fruitmasters Auction a non-exclusive licence for his intellectual property rights if any, regarding performances that have not been carried out exclusively for Fruitmasters Auction. With this licence, Fruitmasters Auction has the right to apply, use and multiply for the own business operation, which also includes the business operation of sister companies that qualify as Group partnership for Intellectual property rights regarding performances carried out exclusively for Fruitmasters Auction, are transferred to Fruitmasters Auction. Insofar as it concerns computer software, the source codes shall be transferred to Fruitmasters Auction. The transfer of these intellectual property rights shall, on request of Fruitmasters Auction, be further formalized if necessary.

Artikel 32 *Transfer and execution by third parties*

1. Supplier is not allowed, without prior written and express consent of Fruitmasters Auction, to transfer the Purchase agreement entirely or partially to a third party or to have it carried out by a third party.
2. Fruitmasters Veiling has the right to attach conditions to the consent provided by her.
3. Consent by Fruitmasters Auction as meant for this, does not release Supplier of any obligation of the Purchase agreement. Supplier continues, under all circumstances, to be fully responsible and liable toward Fruitmasters Auction for the execution of the Purchase agreement, also if the Purchase agreement is carried out by a third party with consent of Fruitmasters Auction.

4. If Fruitmasters Auction provides written and express consent for transfer or outsourcing of the Purchase agreement, this is done on the condition that Supplier negotiates the same conditions for the execution of the Purchase agreement toward that third party that Fruitmasters Auction has negotiated toward Supplier, therefore including these General Conditions.
5. Supplier indemnifies Fruitmasters Auction against all claims of whatever nature that third parties employed by Supplier should enforce on Fruitmasters Auction regarding any damages suffered or to be suffered during the execution of the activities ordered by them.

Artikel 33 *Liability and insurance*

1. Supplier is liable toward Fruitmasters Auction or third parties with whom Fruitmasters Auction has a contract for all Damages resulting from a flaw in the goods delivered and/or services rendered and/or work carried out by Supplier or that result from a failure by Supplier and/or others involved by Supplier in the execution of the Purchase agreement, in the execution of the Purchase agreement.
2. Supplier indemnifies Fruitmasters Auction against all claims of third parties toward Fruitmasters Auction for payment of Damages based on liability as meant in the previous paragraph of this Article. Claims of third parties toward Fruitmasters Auction also include claims of third parties based on product liability resulting from flaws in the goods delivered and/or services rendered and/or work carried out by Supplier. This indemnification applies especially if Fruitmasters Auction cannot meet her obligations towards third parties, such as a contract party of Fruitmasters Auction, following a failure of Supplier and/or others that are involved by Supplier in the execution of the Purchase agreement, in the execution of the Purchase agreement.
3. For the application of this Article, personnel and staff members of Fruitmasters Auction are also regarded as third parties.
4. If, during the execution of the Purchase agreement, Damages occur, Supplier is under the continuous obligation to take the necessary measures for limitation of Damages and repair thereof in time, or have these taken.
5. Based on the law and/or Purchase agreement, Supplier shall insure himself sufficiently against his liability toward Fruitmasters Auction and keep himself insured, and furthermore insure all risks in his business operation that can be insured under normal conditions and keep them insured. On request of Fruitmasters Auction, Supplier immediately provides a certified copy of the policy and policy conditions, as well as the documents proving (timely) payment of premium. Supplier shall refrain from any act or omission, causing coverage by the insurance to be lacking. The insurance obligation meant in this paragraph of the Article includes in any case taking out an insurance against product liability.
5. Apart from a case of intent or conscious recklessness on the part of the Supplier and/or Fruitmasters Auction, Fruitmasters Auction is not liable toward Supplier for any Damages, irrespective of the way these occurred and the persons by whom the Damages were caused.
6. Liability for consequential loss is always excluded. Consequential loss includes among others delay in the processing, stagnation at Client's, having to redo an activity, lost profit and missed savings, slur of the trust/image etc however called.
7. In all cases the liability of Fruitmasters Auction is limited to the items that are covered by the insurance of Fruitmasters Auction. The insurance policy and the policy conditions are available for inspection.

Artikel 34 *Dissolution, suspension and settlement*

1. Fruitmasters Auction is entitled, notwithstanding her right of compensation, to suspend without notice of default and without legal intervention with immediate effect (a) the execution of the Purchase agreement and all related agreements and/or (b) dissolve that Purchase agreement and all related agreements fully or partially if:
 - a) supplier does not meet (in time) any obligation based on the Purchase agreement;
 - b) supplier has been declared insolvent or has been granted a moratorium;
 - c) the business of Supplier is dissolved, liquidated or shut down;
 - d) a substantial part of the capital of Supplier is seized under a warrant of execution;
 - e) Fruitmasters Auction has well-founded reasons to fear that Supplier is or shall not be able to meet his obligations resulting from the agreements closed with Fruitmasters Auction and that Supplier, at the request of Fruitmasters Auction, does not provide any or sufficient securities for meeting his obligations;

- f) Fruitmasters Auction has rejected the goods delivered and/or services rendered and/or work carried out, in accordance with the provisions in Article 24 of these General Conditions.

In these cases, Fruitmasters Auction is also entitled to suspend the payment obligations and/or the execution of the Purchase agreement or transfer it entirely or partially to third parties without Fruitmasters Auction have any obligation to pay damages.

2. All claims that Fruitmasters Auction should have or obtain in these cases toward Supplier, including all claims for damages, shall become immediately and fully due.
3. If Supplier appeals to a non-attributable failure, Fruitmasters Auction is entitled to terminate the Purchase agreement in accordance with the stipulations in this Article.
4. Supplier is not entitled toward Fruitmasters Auction to appeal to any right of suspension or settlement.
5. Supplier is not entitled to fully or entirely dissolve the Purchase agreement if he was himself already in default of meeting his obligations.

DEEL C.II CHAIN AND TEMPORARY EMPLOYER LIABILITY

Artikel 35 *Applicability*

If the Purchase agreement (also) concerns (a) accepting work by Supplier and/or (b) the hiring of staff members to which the Liability of Subcontractors Act apply/applies, the following provisions apply in addition to the previous stipulations.

Artikel 36 *Obligations of Supplier*

1. At the first request of Fruitmasters Auction, Supplier needs to provide to Fruitmasters Auction:
 - a) an overview stating the name, address and city information of all persons directly or indirectly employed by Supplier in carrying out the work;
 - b) the salary slips of the persons meant under sub a;
 - c) the name, address and city information of the party who employs the persons meant under sub a;
 - d) If, and to the extent direct or indirect self-employed persons without personnel are employed, the Declaration of Independent Contractor Status (VAR declaration) of these persons;
 - e) If, and to the extent the persons meant at sub a are hired directly or indirectly from a temporary employment agency, a copy of the certificate as meant in Article 7:692 paragraph 2 of the Dutch Civil Code;
 - f) If, and to the extent the persons meant at sub a originate from outside the Netherlands, information on the social security position of the persons in question and, if a person has continued his/her social security in his/her country of residence, a copy of a valid E101-statement;
 - g) If, and insofar it concerns employment of persons outside the EU or from countries that became a member of the EU after 1 May 2004, a copy of a valid work permit as well as a copy of a valid residence permit.
2. Supplier ensures that all persons directly or indirectly employed by him in carrying out the work, can identify themselves at all times.
3. Supplier is not allowed to hire persons from an employment agency that is not certified as meant in Article 7:692 paragraphs 2 of the Dutch Civil Code. If, and to the extent Supplier directly or indirectly employs third parties in carrying out the Agreement with the consent of Fruitmasters Auction, Supplier guarantees that every third party observes the ban meant in the first sentence.
4. On first request of Fruitmasters Auction, Supplier needs to provide to Fruitmasters Auction an up-to-date statement issued by the tax authorities of the payment behaviour of Supplier.
5. Supplier needs to dispose of a G-account.
6. Supplier is obliged to observe all applicable administrative regulations based on the Liability of Subcontractors Act, the Temporary Employer Liability Act and all regulations as included in any specific legislation. Insofar as the non-observance of aforementioned regulations results in Fruitmasters Auction being held liable by third parties, Supplier hereby indemnifies Fruitmasters Auction from all consequences of this liability.

7. If based on the Liability of Subcontractors Act and/or the Temporary Employer Liability Act, Fruitmasters Auction is held liable and consequently is obliged to pay unpaid (advance) premiums, wage tax, income related contribution based on the Health Care Insurance Act and/or turnover tax, Fruitmasters Auction can recover the entire amount from Supplier, to be increased by the statutory interest from the time of payment by Fruitmasters Auction.
8. If Supplier and/or the third parties employed by him are no longer able to pay the (advance) premiums, wage tax, income related contribution based on the Health Care Insurance Act and/or turnover tax owed, for which Fruitmasters Auction, pursuant to the Liability of Subcontractors Act and/or Temporary Employer Liability Act is or can be severally liable, Supplier needs to inform Fruitmasters Auction of this within five working days from the day that insolvency has occurred, failing to do so renders Supplier in default by law toward Fruitmasters Auction. Fruitmasters Auction is then entitled, to entirely or partially dissolve the Agreement without the requirement of any notice of default or legal intervention, notwithstanding her right of compensation.

Artikel 37 *Invoicing by Supplier*

1. Supplier needs to clearly and orderly mark on his invoice:
 - a) the amount of the invoice relating to the total wages;
 - b) supplier's wage tax number;
 - c) supplier's registration number at the Employee Insurance Agency UWV;
 - d) the number of the G-account or the number of the deposit held by Supplier at the tax authorities, and
 - e) if the reverse-charge mechanism regarding the turnover tax applies or not and if the reverse-charge mechanism does not apply, the amount of the turnover tax.
2. If one or more of the persons meant in Article 36 paragraph 1 sub a are directly or indirectly hired from an employment agency, the Supplier furthermore needs to mention on his invoice:
 - a) The amount of turnover tax relating to the hiring, and
 - b) the wage tax number of the employment agency.
 - c) the employment agency's registration number at the Employee Insurance Agency UWV;
3. Fruitmasters Veiling is entitled to return invoices that do not meet the provisions in this Article to Supplier.

Artikel 38 *Payment*

1. Fruitmasters Auction is entitled to suspend the payment of an invoice if Supplier has not shown to Fruitmasters Auction that he has paid to all persons involved by him in carrying out the work the wages due and/or has not shown that the (advance) premiums, wage tax, income-related contribution based on the Health Care Insurance Act and/or turnover tax, owed for these persons have been paid or that Supplier, in the opinion of Fruitmasters Auction, has not made a sufficiently plausible case that Supplier shall meet this requirement.
2. Fruitmasters Auction is entitled to deduct the (advance) premiums, wage tax, income-related contribution based on the Health Care Insurance Act and/or turnover tax owed by Supplier regarding the work, for which Fruitmasters Auction, pursuant to the Liability of Subcontractors Act and /or Recipients' Liability Act is or can be severally liable, and pay on behalf of Supplier directly to the organisations involved or pay these (advance) premiums, wage tax, income-related contribution based on the Health Care Insurance Act and/or turnover tax to Supplier by deposit in his G-account or in the deposit held by Supplier at the tax authorities.
3. Fruitmasters Auction is entitled to change the amount of (advance) premiums, wage tax, income-related contribution based on the Health Care Insurance Act and/or turnover tax to be deducted or deposited for which she, pursuant to the Liability of Subcontractors Act and /or Recipients' Liability Act is or can be severally liable, if Fruitmasters Auction, based on the information available to her can reasonably come to the conclusion that Supplier shall owe a higher amount in) premiums, wage tax, income-related contribution based on the Health Care Insurance Act and/or turnover tax than indicated by Supplier. Fruitmasters Auction shall inform Supplier of this change.

Annex 1 Quality guarantees

Quality guarantees for hard fruit

For both apples and pears a quality guarantee of 7 days respectively applies for the Prestige label, 4 days for the Balance label, 1 day for the Blue label, 4 days for the Star label and 1 day for the Class 2 label, provided demonstrably cooled at 5 degrees Celsius maximum during the entire guarantee period.

Quality guarantees Soft fruit and Woody Small fruit: Berries, Blueberries, Gooseberries, Blackberries and Raspberries

For soft fruit and woody small fruit a quality guarantee of 48 hours respectively applies for the Prestige label, 24 hours for the Balance Select label, 24 hours for the Balance label, end of the day until 5 p.m. for the class 1 label, end of the day until 5 pm. for the class 2 label, provided demonstrably cooled at 5 degrees Celsius maximum during the entire guarantee period.

Quality guarantees for Pit and Stone fruit: Cherries and Plums

For pit and stone fruit a quality guarantee of 48 hours respectively applies for the Prestige label, 24 hours for the Balance Select label, 24 hours for the Balance label, end of the day until 5 p.m. for the class 1 label, end of the day until 5 pm. for the class 2 label, provided demonstrably cooled at 5 degrees Celsius maximum during the entire guarantee period.


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