



**GENERAL PURCHASE CONDITIONS FOR GOODS AND SERVICES OF TRIPLE F FRUIT B.V.
(version 2.0 dated 1 July 2020)**

PART 1: GENERAL PROVISIONS

1. DEFINITIONS

In these General Purchase Conditions, the terms listed below will be understood to mean the following:

- 1.1 TripleF Fruit B.V.: TripleF Fruit B.V.
- 1.2 Supplier: natural or legal person with whom the Agreement has been/is entered into.
- 1.3 Parties or Party: TripleF Fruit B.V. and/or Supplier.
- 1.4 General Purchase Conditions: these general purchase conditions.
- 1.5 Agreement: the agreement concluded between the Parties to supply Goods and/or provide Services.
- 1.6 Services: all activities to be carried out by the Supplier under the Agreement.
- 1.7 Goods or Good: all Goods to be supplied by the Supplier under the Agreement.

2. APPLICABILITY

- 2.1 These General Purchase Conditions will apply to all requests for offers, offers and agreements whereby TripleF Fruit B.V. acts as the Buyer of Goods and/or (corresponding) Services, while rejecting the Supplier's general conditions.
- 2.2 Deviations from these General Purchase Conditions will only apply if agreed on between the Parties in writing.
- 2.3 If one or more of the provisions of these General Purchase Conditions is/are or become partially invalid or nonbinding, the Parties will continue to be bound by the remaining part. The Parties will replace the invalid or nonbinding part with provisions that are valid and binding, and with regard to which the legal consequences, given the content and purpose, agree as far as possible with those of the invalid or nonbinding part.

3. FORMATION OF AN AGREEMENT

- 3.1 A request for an offer will be regarded as an invitation for the Supplier to make an offer and may be withdrawn or changed by TripleF Fruit B.V. at any time. Any costs or loss and/or damage related to this will not be compensated for by TripleF Fruit B.V.
- 3.2 An offer will be regarded as an irrevocable offer by the Supplier.
- 3.3 The offer made by the Supplier will be subject to a validity period of ninety calendar days at the minimum. This term may be as much longer or shorter as mentioned in the request for an offer. The validity period will commence on the day on which the period for submitting tenders closes or the day mentioned in the request for an offer.
- 3.4 TripleF Fruit B.V. is entitled to terminate negotiations regarding an Agreement yet to be formed at any time, without owing the Supplier any compensation or damages.
- 3.5 An Agreement will only arise by the signing by both Parties of an Agreement or when TripleF Fruit B.V. accepts an offer of the Supplier by means of a written or electronic order, or by call-off contracts, when TripleF Fruit B.V. places an order for a (partial) delivery.
- 3.6 If the Supplier proceeds to implement the intended agreement or makes preparations to this end before a legally valid Agreement has arisen, it will do so for its own account and risk.





- 3.7 In the event that in the performance of an Agreement TripleF Fruit B.V. makes available certain specifications, technical information, designs, instructions, application techniques, inspection regulations, models, lay-outs and/or sketches approved by TripleF Fruit B.V., whether or not these are from the Supplier, these will also form part of the Agreement.
- 3.8 The Supplier is obliged to point out to TripleF Fruit B.V. any lack of suitability or defects in Goods and/or Services and/or information as mentioned in Article 3.7 proposed, supplied or prescribed by or on behalf of TripleF Fruit B.V., insofar as the Supplier is aware of these or should reasonably be aware of them.
- 3.9 In the event of a lack of suitability and/or defects as referred to in Article 3.8 and the Supplier proposes an alternative, the alternative must comply with the instructions given by TripleF Fruit B.V.

4. PRICES

- 4.1 All prices listed in the Agreement or the accepted offer are fixed during the period of the Agreement and are not subject to set-off, are in legal Dutch tender, are exclusive of Dutch value added tax and include other governmental charges. The prices and rates agreed include all costs and charges necessary for the performance of the Agreement, including but not limited to travel and accommodation costs, office costs, packaging costs, insurance costs and the costs of equipment and material required.
- 4.2 Changes in the taxes, costs of materials or wages or other costs owed by the Supplier will not be charged on.

5. INVOICING AND PAYMENT

- 5.1 In addition to the conditions set by the Dutch Tax Authorities, the invoice must in any case include the following details:
- a) the prices agreed;
 - b) the number of the Agreement or the order of TripleF Fruit B.V.;
 - c) the cost centre and, if applicable, the cost unit;
- 5.2 The Supplier will send TripleF Fruit B.V. the invoice electronically or by post within 30 days of acceptance of the Goods or provision of the Services whereby the right to payment arose, with due observance of specifications required by TripleF Fruit B.V. as mentioned in the Agreement.
- 5.3 Payment will be made within 60 days of receipt of the invoice.
- 5.4 If the Goods or Services fail to meet the Agreement, TripleF Fruit B.V. will be entitled to fully or partially suspend the payment.
- 5.5 Payment by TripleF Fruit B.V. will not in any way entail a relinquishment of rights.
- 5.6 TripleF Fruit B.V. is entitled to set off payments it owes the Supplier for Goods supplied and/or Services provided against amounts owed by the Supplier. Set-off by the Supplier is exclusively subject to the written permission of TripleF Fruit B.V.

6. GENERAL OBLIGATIONS OF THE SUPPLIER

- 6.1 The Supplier will notify TripleF Fruit B.V. of the implementation of the Agreement and if so required, provide information. The Supplier will notify TripleF Fruit B.V. in writing immediately with regard to facts and circumstances that may lead to delays in performance or which the Agreement has not taken into account.
- 6.2 The Supplier may only transfer rights or obligations under the Agreement to a third party with the prior written permission of TripleF Fruit B.V. Such permission will not affect the obligations of the Supplier following from the Agreement.





- 6.3 The Supplier is obliged to make the third parties engaged by it known to TripleF Fruit B.V. and to communicate the agreements it has made with regard to the performance of the Agreement.
- 6.4 The Supplier guarantees with regard to the Agreement that the Supplier or its personnel or a legal person affiliated with the Supplier and the persons employed with it are not and have not been involved in meetings or agreements with other enterprises in a manner that could breach the provisions of the Dutch Competitive Trading Act [Mededingingswet] and/or European competition rules, including: (1) pricing, (2) the coordination of offers and/or (3) the division of tasks.
- 6.5 The Supplier indemnifies TripleF Fruit B.V. against penalties under criminal law (as referred to in Section 5:2, subsection 1 under a of the Dutch General Administrative Law Act [Algemene wet bestuursrecht], including any recovery of costs) which are related to the Agreement and are imposed on the Supplier or TripleF Fruit B.V..
- 6.6 In executing the Agreement, the Supplier will observe all regulations set by or under the law as well as the agreements entered into by TripleF Fruit B.V. with third parties, insofar as these agreements are known to the Supplier. In the event that the Supplier is required to contact third parties, the Supplier will first take the matter up with TripleF Fruit B.V..
- 6.7 The Supplier is at no time permitted to represent itself as an authorized party of TripleF Fruit B.V., unless the Supplier has been expressly authorized for this purpose in writing by TripleF Fruit B.V.. Any consequences arising as a result of the violation of the provision in the previous sentence will be for the account and risk of the Supplier.
- 6.8 The Supplier will be responsible, for its own account and risk, for all materials and equipment (including tools) to be used in the execution of the Agreement that have not been provided by TripleF Fruit B.V., and is exclusively responsible and liable for their sound condition. The Supplier will arrange the insurance of the materials and equipment at its own account and risk.

7. GENERAL OBLIGATIONS OF TRIPLEF FRUIT B.V.

- 7.1 TripleF Fruit B.V. will make every effort to provide the Supplier with all information and data which, in the view of TripleF Fruit B.V., are necessary for the proper performance of the Agreement.
- 7.2 TripleF Fruit B.V. will make every effort to grants the cooperation that may be necessary for the performance of the Agreement.

8. CONFIDENTIALITY

- 8.1 The Supplier guarantees the confidentiality vis-a-vis third parties of all business information, such as recipes, the introduction of new products and know-how in the broadest sense of the word, which has/have come from TripleF Fruit B.V. and the Supplier has learned of by any means.
- 8.2 The Supplier is not permitted to publicise the performance of the Agreement in any way without the prior written permission of TripleF Fruit B.V. TripleF Fruit B.V. may attach conditions to such permission.
- 8.3 The Supplier is not permitted to multiply documents relating to the Agreement, such as receptor schematics and other business information or to make these available for inspection by third parties, otherwise than necessary in connection with the execution of the Agreement and subject to the prior written permission of TripleF Fruit B.V.
- 8.4 The Supplier will also impose the obligations mentioned in this article on its personnel and/or third parties it has engaged in connection with the execution of the Agreement.
- 8.5 In the event that an Agreement ends, at the discretion of TripleF Fruit B.V., at its first request, the confidential data and information that it has made available to the Supplier will be destroyed or returned in another manner to be agreed on, with the costs of the destruction or return being borne by the Supplier.





- 8.6 Without the express written permission of TripleF Fruit B.V., the Supplier is forbidden from mentioning and/or using the existence of the Agreement, the trade name or the brands of TripleF Fruit B.V., whether or not for reference or advertising purposes.
- 8.7 In the event of the violation of the duty of confidentiality set in this article, TripleF Fruit B.V. will be immediately entitled to suspend the Agreement or to fully or partially cancel or terminate it without judicial intervention and without issuing the Supplier a notice of default, without TripleF Fruit B.V. being obliged to compensate any loss and/or damage. Any suspension or termination will take place by means of a registered letter.

9. INTELLECTUAL PROPERTY

- 9.1 The Supplier guarantees that the use of the Services and/or Goods it provides, or the auxiliary materials it has purchased or manufactured for the benefit of TripleF Fruit B.V.. will not constitute a breach of patent laws, trademark rights, design rights, copyright or other rights of third parties.
- 9.2 The Supplier indemnifies TripleF Fruit B.V. against claims following from a breach of the rights referred to in the previous sentence and will compensate TripleF Fruit B.V. for all loss and/or damage that is the consequence of any such breach, including costs of litigation.
- 9.3 All (entitlement to) intellectual property rights (IP-rights) that can be exercised – wherever and whenever – in respect of any result following from the Agreement will be vested in TripleF Fruit B.V.. Under the Agreement, at the time of arising, any (entitlement to) IP rights will be transferred to TripleF Fruit B.V. by the Supplier for no consideration, which transfer TripleF Fruit B.V. hereby accepts now for then.
- 9.4 If the result, referred to in the previous paragraph, is realised by the use of intellectual property rights which already exist and do not accrue to TripleF Fruit B.V., the Supplier will grant TripleF Fruit B.V. a non-exclusive right of use to them for an indefinite period. The Supplier guarantees that in that case it is entitled to grant such right of use.

10. TIME OF FULFILMENT

- 10.1 The place, dates, delivery term(s) or terms for the provision of the Services are fixed and final.
- 10.2 In the event that a delay is expected or occurs, the Supplier will notify TripleF Fruit B.V. on time, within 24 hours, giving reasons. The Supplier will also announce the measures taken to restrict the delay.

11. FORCE MAJEURE

- 11.1 A Party is not obliged to fulfil its obligations under the Agreement insofar as a failure cannot be imputed to the Party because it is not its fault, nor is it accountable by law, legal act or according to generally accepted standards.
- 11.2 In the event of force majeure, the obligations of both Parties will be suspended for the duration of the force majeure, such with the exception of that part of the obligations that can nevertheless be met.
- 11.3 In such a situation, TripleF Fruit B.V. will only be obliged to make payments for its commitments (obligations) under the Agreement that have been complied with.
- 11.4 Force majeure is not in any case understood to mean illness (except in case of a pandemic, for instance), strikes, lack of personnel of the Supplier, lack of raw materials, transport problems, late delivery or the unsuitability of the goods intended for the execution of the tasks, a breach of or a failure to meet the obligations by the suppliers or transporters and interruptions to the Supplier's production.





12. LIABILITY AND INSURANCE

- 12.1 The Supplier is liable for and will indemnify TripleF Fruit B.V. against all loss and/or damage suffered by TripleF Fruit B.V. and/or third parties following from or related to Services and/or Goods provided by the Supplier, its personnel or third parties engaged by the Supplier, or following from an unlawful act carried out by the Supplier, its personnel or third parties engaged by the Supplier.
- 12.2 The Supplier will take out adequate insurance against the risk of a manifestation of its potential liabilities under the Agreement(s) concluded with TripleF Fruit B.V., subject to the exclusion of the right of recourse against TripleF Fruit B.V. and its buyers, and will renew this insurance for the duration of the said Agreement(s). At the first request to this end by TripleF Fruit B.V., the Supplier will allow TripleF Fruit B.V. to inspect the de original insurance policy/policies.
- 12.3 The Supplier will indemnify TripleF Fruit B.V. against claims of third parties for compensation for loss and/or damage under this article and at the first request of TripleF Fruit B.V., will come to a settlement with those third parties, or will bring a defence at law, instead of or jointly with TripleF Fruit B.V., such for assessment by TripleF Fruit B.V., against said claims.
- 12.4 For the application of this article, personnel and employees of TripleF Fruit B.V. will be regarded as third parties.

13. PENALTY

- 13.1 In the event that the Supplier exceeds a strict deadline, it will owe an immediately due and payable penalty of 10% of the invoice amount as a lump sum, plus 0.5% of the invoice amount for each calendar day that the delay continues, without prejudicing the right of TripleF Fruit B.V., in addition to the penalty, to demand full compensation and/or fulfilment.
- 13.2 In the event of the violation by the Supplier of the provisions in Article 8 and/or Article 9 of these General Purchase Conditions, the Supplier will forfeit to TripleF Fruit B.V. an immediately due and payable penalty of € 25,000 per violation, increased by € 500 for each day that the violation continues, without prejudicing the right of TripleF Fruit B.V., in addition to the Penalty, to demand full compensation and/or fulfilment.

14. AMDNMENTS AND ADDITIONAL AND LESS WORK

- 14.1 TripleF Fruit B.V. is entitled to require that the scope and/or the capacity of the Goods or Services to be provided is/are changed.
- 14.2 If, in the opinion of the Supplier, this will affect the price and/or amount or the delivery time agreed on, before implementing the change, the Supplier will notify TripleF Fruit B.V. hereof in writing as soon as possible, but 8 days as from the notification of the desired change at the latest. In, in the opinion of TripleF Fruit B.V., these consequences for the price and/or the delivery time are unreasonable, TripleF Fruit B.V. and the Supplier will enter into consultations. If such consultations fail to lead to a consensus, TripleF Fruit B.V. reserves the right to terminate the Agreement.
- 14.3 The Supplier will only have the right to execute the Agreement in another manner than agreed on with the prior written permission of TripleF Fruit B.V.. All consequences of a failure to fulfil this provision will be for the account and risk of the Supplier.
- 14.4 TripleF Fruit B.V. will only owe the Supplier the costs of additional work if and insofar as this additional work was approved in writing by TripleF Fruit B.V. Any contract reductions will be deducted from the agreed price.





15. CANCELLATION AND TERMINATION

- 15.1 If an Agreement ends by operation of law, is cancelled prematurely or is terminated, at the first request, the Supplier will transfer to TripleF Fruit B.V. all materials, data or results related to the execution of the Agreement which belong to TripleF Fruit B.V., without making any (financial) conditions.
- 15.2 Obligations that, by their nature, are intended to continue to exist after the termination of the Agreement will continue to exist after the Agreement has ended. These obligations include guarantees, liability, ownership and indemnification against the violation of intellectual property rights, confidentiality, dispute settlement and applicable law.

16. TERMINATION

- 16.1 In the event of a failure by the Supplier to fulfil its obligations under the Agreement or other agreements following therefrom, as well as bankruptcy, suspension of payment, attachment against the Supplier and in the event of the Supplier closing down, the revoking of its environmental permit, winding up, a takeover or a similar situation of the Supplier's business, the Supplier will be in default by operation of law. TripleF Fruit B.V. will then be entitled to fully or partially terminate the Agreement by means of a registered letter sent to the Supplier and/or to suspend payment obligations and/or to fully or partially assign the execution of the Agreement to third parties, without TripleF Fruit B.V. being obliged to pay any compensation and without prejudicing the rights further accruing to TripleF Fruit B.V., including the right to full compensation and the reimbursement of the sales price.
- 16.2 All claims that TripleF Fruit B.V. may have or acquire vis-à-vis the Supplier will then be immediately and fully due and payable.

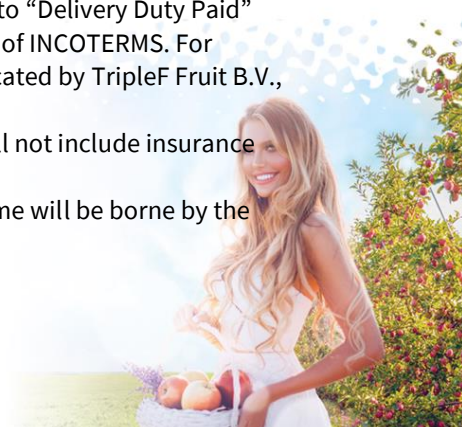
17. APPLICABLE LAW AND DISPUTES

- 17.1 Dutch law will apply to the Agreement. The applicability of the Vienna Sales Convention is hereby expressly excluded.
- 17.2 All disputes (including those that are only regarded as such by one of the Parties) that may arise between the Parties from the Agreement or any agreements following therefrom will be resolved by the competent court in the district of Oost-Brabant, location 's-Hertogenbosch.

PART 2: PROVISIONS ON THE DELIVERY OF GOODS

18. DELIVERY

- 18.1 The delivery will be made at the place and on the date or dates, at the time or within the delivery term(s) agreed. The Supplier will bear all costs and risks attached to the transport of the Goods to the agreed location.
- 18.2 For consignments from the Netherlands, delivery will take place according to "Delivery Duty Paid" (DDP), location The Netherlands, unloaded, according to the latest version of INCOTERMS. For consignments from overseas, unloading will take place at the location indicated by TripleF Fruit B.V., including clearance charges.
- 18.3 If the consignment has taken place ex-factory, it will include loading but will not include insurance and other costs. The delivery will be made by loading the Goods.
- 18.4 Any loss and/or damage suffered due to failure to deliver or to deliver on time will be borne by the Supplier.





- 18.5 Unless it constitutes a disproportional drawback for the Supplier, TripleF Fruit B.V. will have the right to postpone the delivery. In such a case, the Supplier will store, conserve, secure and insure the Goods, ensuring that they are properly, separately and recognisably packaged, without extra costs for TripleF Fruit B.V.
- 18.6 Deliveries to be made before the date or time agreed may only take place after permission in writing has been given by TripleF Fruit B.V.
- 18.7 When deliveries are made, all documents required such as the consignment note, packing slip and customs documents must also be provided. The outside of the packaging must clearly state the order number and the name of the department or person that the Goods are intended for.
- 18.8 Partial deliveries are not permitted, notwithstanding written permission from TripleF Fruit B.V.

19. PACKAGING AND TRANSPORT

- 19.1 The Supplier will ensure that the Goods are properly packaged, secured and transported in such a way that they reach their destination in good condition and can be safely unloaded there. The Goods must be loaded onto the type of pallet prescribed. The packaging must also be suitable for storage. If the Goods have not been properly packaged, TripleF Fruit B.V. will be entitled to return the (poorly packaged) Goods. The Supplier will be liable for any loss and/or damage caused due to inadequate packaging.
- 19.2 TripleF Fruit B.V. will be entitled to return all packaging materials and pallets to the Supplier at any time. Return consignments of packaging materials will be made for the account and risk of the Supplier to the location and destination stated by the Supplier.
- 19.3 If at the request of the Supplier all packaging materials and pallets are destroyed and/or removed by TripleF Fruit B.V., this will be for the account and risk of the Supplier.
- 19.4 In those cases that TripleF Fruit B.V. indicates how Goods must be packaged and specified, the Supplier will be obliged to follow instructions. Furthermore, the Supplier will be responsible for observing Dutch, European and international regulations regarding packaging.

20. PROPERTY TRANSFER AND RISK

- 20.1 The ownership and risk of the Goods supplied will pass to TripleF Fruit B.V. upon delivery. The Supplier will not have a right of retention or right of suspension in respect of the Goods supplied.
- 20.2 If TripleF Fruit B.V. pays in instalments, each instalment must relate to a completed part of the Goods to be supplied. In such a case, upon payment, TripleF Fruit B.V. will acquire the ownership of that completed part of the Goods to be supplied. The transfer of property will take place under Article 3:115 sub a DCC by means of a bilateral statement in which the Parties agree that the Supplier will keep the relevant part of the Goods for TripleF Fruit B.V. The Supplier will individualize (the relevant part of) the Goods by unique references as Goods of TripleF Fruit B.V. The Supplier will guarantee that ownership will be passed in full and unencumbered at all times.
- 20.3 In the event that TripleF Fruit B.V. supplies materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software to the Supplier for the fulfilment of its obligations, these will remain the property of TripleF Fruit B.V.. The Supplier will keep these separately from objects belonging to itself or to third parties. The Supplier will indicate that they are the property of TripleF Fruit B.V.





21. APPROVAL, PERMISSION

21.1 Any approval or permission granted to the Supplier by TripleF Fruit B.V. in respect of any fact, including inspections, checks and tests as referred to below in these General Purchase Conditions, will not discharge the Supplier from his obligations under the Agreement. This with due observance of the provision in Article 23.

22. QUALITY AND GUARANTEES

22.1 The Supplier guarantees that the Goods and any installation/assembling that they require comply/complies with the Agreement, that they meet the quality standards stated therein and that they are, in a general sense, suitable for the use intended by TripleF Fruit B.V.. The Supplier also guarantees that the Goods have been properly produced and meet all relevant (legal) requirements, (government) regulations and branch-related safety and quality standards.

22.2 The Supplier guarantees that the Goods are entirely complete and ready for use. The Supplier will ensure that among other things, all components, auxiliary materials, tools, spare parts, instructions for use and instruction booklets required for TripleF Fruit B.V. to achieve its objective are supplied along with the main deliveries, even if these have not been mentioned by name. 22.3 The Supplier guarantees that used normally, the Goods are not harmful for the environment.

22.4 For a period of at least 24 months after the delivery, the Supplier will repair any defect to the Goods supplied without charging costs immediately after this has been reported by TripleF Fruit B.V.. If the manufacturer of Goods supplied issues a longer guarantee period, this longer period will apply. TripleF Fruit B.V.'s rights of claim based on concealed defects will continue to apply after the expiry of the guarantee period.

22.5 In urgent cases and furthermore if, after consultations with the Supplier, the assumption can reasonably be made that the Supplier cannot or will not provide a replacement or provide a replacement on time or properly, TripleF Fruit B.V. will be entitled to obtain the Goods or parts required elsewhere for the account of the Supplier. Any loss and/or damage and extra costs will be for the account of the Supplier. TripleF Fruit B.V. will notify the Supplier in writing in this case. The Parties will then come to another arrangement.

22.6 The Supplier guarantees that parts of the Goods can be supplied for a period of five years at the minimum, or for a term agreed in writing following the delivery of the Goods.

23. INSPECTIONS, CHECKS, CONTROLS AND TESTS

23.1 The Parties are each entitled to be present at each other's inspections, checks and/or tests.

23.2 Inspections, checks and/or tests conducted by TripleF Fruit B.V. or by persons or bodies designated by TripleF Fruit B.V. can take place both prior to delivery as well as during or after delivery of the Goods.

23.3 The Supplier will grant access to the locations where the Goods are produced or stored, will grant its cooperation with the inspections, checks and/or tests required and will provide the documentation and information required for its own account.

23.4 If this takes/these take place at the Supplier's, the Supplier will notify TripleF Fruit B.V. in good time in advance (within 10 working days at the maximum) of the time when the inspection, check, control and/or testing will take place. TripleF Fruit B.V. will notify the Supplier whether or not it will be present at the inspection, check, control and/or testing within 5 working days of hearing the time. The Supplier will be obliged to draw up a written report of the quality control permanently carried out.





- 23.5 The costs of inspections, checks and/or tests will be borne by the Supplier. The same will apply for re-inspections, rechecks, recontrols and retesting. TripleF Fruit B.V.'s personal travel and accommodation costs will be for the account of TripleF Fruit B.V.
- 23.6 If following from an inspection, check, control and/or test which takes place before, during or after the delivery of Goods the Goods are fully or partially rejected, and therefore fail to meet TripleF Fruit B.V.'s specifications, TripleF Fruit B.V. will notify the Supplier in writing. Such inspections, checks and/or testing will not be subject to a time limit.
- 23.7 In the event that the Goods are rejected during of following delivery, the risk of the rejected Goods will pass to the Supplier on the official date of the notification referred to in the previous paragraph.
- 23.8 If inspections, checks, and/or testing are conducted by an independent body authorized to that end, the outcome of the inspection, check, control and/or test will be binding for the Parties. The same will apply for the outcome of a reinspection, recheck, recontrol or retesting.

24. DOCUMENTATION

- 24.1 The Supplier is obliged to submit the compulsory accompanying documentation concerning the properties and possibilities for use of the Goods to TripleF Fruit B.V. prior to or at the same time as the delivery. The documentation is in Dutch or in another language agreed on.
- 24.2 TripleF Fruit B.V. is free to use this documentation as it sees fit, including multiplying it for its own use, provided that this takes place for the group of users intended in the Agreement.
- 24.3 The Supplier indemnifies TripleF Fruit B.V. against potential claims that third parties believe they may have to copyright of the documentation.

PART 3: PROVISIONS CONCERNING SERVICES

25. SERVICES

- 25.1 The Supplier will provide the Services within the term and at the location as stated in the Agreement.
- 25.2 The Supplier will bear the full responsibility for its own performance, the performance of its personnel and for the performance of third parties it has engaged.
- 25.3 The Supplier will ensure that the provision of the Services interrupts the business operations of TripleF Fruit B.V. as little as possible.
- 25.4 The actual provision of the Services by the Supplier, or the accompanying acts, will not entail TripleF Fruit B.V.'s automatic approval of the Services. TripleF Fruit B.V. reserves the right to inspect, control or reject any Services provided. Insofar as possible, such inspections and/or controls will be subject to Article 23, whereby instead of 'Goods', 'Services' should be understood.

26. THE SUPPLIER'S PERSONNEL

- 26.1 If Services are provided at TripleF Fruit B.V.'s office or in its public space, the Supplier, the Supplier's personnel and third parties engaged by the Supplier will be obliged to observe the house rules for that office/building and/or that public space. TripleF Fruit B.V. reserves the right, if the Supplier or its personnel or third parties engaged by the Supplier breach the regulations and in the event of their misconduct, theft or unlawful use of property of TripleF Fruit B.V. or its employees and/or contracting parties, to deny them access to the location(s) of TripleF Fruit B.V. or the location(s) of its contracting parties, while furthermore, TripleF Fruit B.V. will be entitled to terminate the Agreement with immediate effect, without owing the Supplier any compensation.
- 26.2 During the provision of the Services, the Supplier's personnel will (continue to) meet the standards agreed with regard to the education, certification, expertise and experience required for the position exercised/work carried out.





- 26.3 If Services are provided at TripleF Fruit B.V.'s office and/or public space, the Supplier will ensure that the following documents are submitted:
- * a copy of a valid proof of identity; and
 - * insofar as applicable, a copy of a work permit of personnel of the Supplier to be deployed.
- 26.4 The Supplier guarantees that its personnel are entitled to carry out work or provide Services in the Netherlands.
- 26.5 At the first request of TripleF Fruit B.V., the Supplier will submit an up-to-date Certificate regarding the Conduct of personnel involved with the execution of the Agreement. The Supplier's personnel may only commence work once TripleF Fruit B.V. has received the required Certificate of Good Conduct. The costs hereby incurred will be for the account of the Supplier.
- 26.6 The Supplier is obliged to pay its personnel in accordance with the relevant legislation and regulations (Dutch Minimum Wage and Minimum Holiday Allowance Act [Wet minimumloon en minimumvakantiebijslag]) and the applicable collective bargaining agreement. The Supplier indemnifies TripleF Fruit B.V. against all claims from third parties with regard hereto.

27. REPLACING THE SUPPLIER'S PERSONNEL

- 27.1 If, during execution of the Agreement it appears that any of the Supplier's personnel are not performing in the interests of the proper execution of the Agreement and/or are able to continue performing their tasks due to certain circumstances, TripleF Fruit B.V. will have the right to have the person concerned replaced by the Supplier.
- 27.2 The replacement of the Supplier's personnel will require prior written permission from TripleF Fruit B.V., unless the immediate replacement of the Supplier's personnel is necessary. In this last case, the oral permission of TripleF Fruit B.V. will suffice. The point of departure hereby will be the employment of persons with a comparable level of expertise, training and experience (in conformity with the requirements in the request for an offer).
- 27.3 The Supplier will replace the relevant personnel at short notice, but within two weeks or as much shorter as is required at the most. Any costs incurred in connection with the replacement of personnel will be borne by the Supplier.

28. OBLIGATIONS OF THE SUPPLIER (TAXES AND SOCIAL CHARGES)

- 28.1 The Supplier is responsible and liable for the fulfilment of the obligations flowing from the Agreement under tax legislation and social insurance legislation, including obligations related to the Dutch Employee Insurance Agency, UWV. The Supplier indemnifies TripleF Fruit B.V. against all claims with regard hereto. If so required by law or by TripleF Fruit B.V., the Supplier will work with a G account. If TripleF Fruit B.V. is confronted with an additional tax assessment, these costs will be recovered from the Supplier one-to-one.
- 28.2 At the request of TripleF Fruit B.V., the Supplier will be obliged to show at all times that it has ensured that the wage tax, social insurance premiums and value added tax owed have been paid. The Supplier indemnifies TripleF Fruit B.V. against all claims from third parties with regard hereto.
- 28.3 TripleF Fruit B.V. will be entitled to terminate the Agreement with the Supplier with immediate effect if the Supplier or third parties it has engaged are behind with payments regarding wage tax, social insurance premiums and value added tax, without being obliged to pay the Supplier any compensation.
- 28.4 TripleF Fruit B.V. will be entitled at all times to withhold the amounts owed by the Supplier in connection with wage tax, social insurance premiums and value added tax, and the interest and penalties charged on these amounts, from amounts it owes the Supplier, and to pay these directly to the Tax Authorities and/or the Employee Insurance Agency on the Supplier's behalf.





28.5 In the event that TripleF Fruit B.V. is designated as a withholding agent with regard to wage tax, social insurance premiums, value added tax or any tax or penalty whatsoever, TripleF Fruit B.V. will have a right of recourse vis-à-vis the Supplier and will be entitled to set off these amounts against amounts it owes the Supplier.

