

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. GENERAL

Unless explicitly agreed otherwise in writing, these General Terms and Conditions apply to all our offers and all of Palm Fruits B.V. agreements of purchase and sale, and apply above any conditions of the buyer, even if these last general terms and conditions stipulate their exclusive applicability.

2. OFFERS: AGREEMENT

1. All offers made by the seller are entirely free of obligations unless stated otherwise in writing.
2. An agreement is concluded at the time of the explicit written or oral acceptance of the order by Palm Fruits B.V..
3. Palm Fruits B.V. is entitled upon or after agreeing, to demand guarantees from the buyer for the fulfillment of his payment obligations.

3. PRICES

Unless otherwise indicated, the stated prices mentioned by Palm Fruits B.V. are:

1. exclusive of work of the seller; and
2. exclusive of VAT and including costs of packaging material.

Palm Fruits B.V. shall have the right to increase the price after the offer was made or after the order was accepted, even if this is the result of a depreciation of the agreed currency.

4. DELIVERIES

1. Unless agreed otherwise in writing, the delivery shall be made from the premises of Palm Fruits B.V..
2. Palm Fruits B.V. is obligated to deliver the agreed quantity, unless market distortions force Palm Fruits B.V. to reduce the agreed quantity.
3. Palm Fruits B.V. is obligated to immediately inform the buyer in this case and is only allowed to deliver a reduced quantity if this condition was met.
4. The agreed delivery times are approximate and are not binding Palm Fruits B.V.. In the event of exceeding of the delivery date, for any reason, the buyer has not the right of infringement of any obligations by him towards the seller.
5. If the buyer fails to take delivery of the goods at the agreed time and place, Palm Fruits B.V. has the legal right to sell these products. In that case, the defaulting

buyer is obliged to compensate for all damages that it caused, including the price difference.

5. RETENTION OF TITLE

1. The ownership of the delivered products is transferred to the buyer after the amount owed in respect of these delivered products, including interest and costs is paid to Palm Fruits B.V..
2. If the products to be supplied are destined for the Federal Republic of Germany, then the law of the Federal Republic of Germany applies to the provisions of Article 5.1, contrary to the provisions of Article 14.2. The Seller then also reserves the " extended retention of title" applicable in the Federal Republic of Germany.
3. As soon as the products have left the premises of Palm Fruits B.V., regardless of the agreed method of delivery, the buyer bears the risk for any damage - direct or indirect - that may arise to or because of these products.

6. PACKAGING

1. The packaging is done according the standards in the fruit and vegetable trade and is handled by Palm Fruits B.V. in accordance with sound business practices, unless agreed otherwise.
2. Palm Fruits B.V. is entitled to charge the user for repeated packaging and durable material (containers, plastic crates, stacking crates, etc.), which will be stated on the invoice.
3. If a deposit is charged, this will be settled, after carriage paid return of the material, provided that the material is returned in an undamaged condition.

7. TRANSPORTATION

1. Unless agreed otherwise, the method of transport/shipment will be determined by Palm Fruits B.V..
2. Unless agreed otherwise , the loading and transport/shipment of the products is for the account and risk of the buyer.

8. QUALITY AND HEALTH

1. The products to be supplied meet the quality standards and phytosanitary government requirements applicable in the Netherlands.
2. If the products to be delivered do not meet the quality standards and phytosanitary governmental requirements of the importing country, the buyer is only entitled to compensation or cancellation of the agreement, if those standards and requirements are generally known, which the buyer must demonstrate in the event of a disagreement between parties, or the buyer had informed the seller in advance of the commissioning of these standards and requirements.

9. PAYMENT

1. Payment must be made by means of a deposit or transfer to a bank or giro account designated by the seller immediately after the invoice date, unless agreed otherwise .
2. All payments to Palm Fruits B.V. must be carried out without deduction or settlement.
3. If the buyer fails to fulfil its payment obligations, he is legally in default without any notice and is obliged from the date such balances are due to pay a delinquency charge of 1.0% per month, and all judicial and extrajudicial collection costs, which hereby are set at 15% of the total.

10. COMPLAINTS

1. Complaints concerning visible defects in products delivered must be reported immediately after discovery, or at least within 48 hours of receipt, by phone or by mail to Palm Fruits B.V. A telephone report must immediately be confirmed in writing by the buyer. The buyer/recipient of the products must also make a note of the complaint on the relevant transport papers, confirming that the complaint existed at the time of delivery of the products.
2. Complaints regarding non-visible defects in the delivered products must be reported to Palm Fruits B.V. in the manner described in paragraph 1, immediately after their discovery or in any event within 24 hours of receipt.
3. A complaint must contain at least the following:
 - a. A detailed and accurate description of the defect.
 - b. Statement of any other facts which suggest that the delivered and the buyer rejects are identical.
 - c. The products to which the complaints relate must be made available to the seller for inspection in the condition they were in at the time the defects were discovered and may not be resold unless explicit permission has been granted by Palm Fruits B.V..
4. Complaints regarding a part of the delivered products cannot be a reason to reject the entire delivery.
5. After the periods referred to in paragraphs 1 and 2 have expired, the buyer is deemed to have approved the delivered goods and the invoice respectively. In that case, complaints will no longer be processed by the seller.
6. Return of the delivered goods can only take place after the prior written permission of Palm Fruits B.V, under conditions to be determined by the seller.

11. LIABILITY AND LIABILITY LIMITATION

1. The seller is only liable if the buyer has submitted a complaint in accordance with the provisions of article 10.
2. The liability of Palm Fruits B.V. for damage suffered by the buyer is limited to defects in the delivered products and amounts to a maximum of half the invoice amount that relates to those defective products. Any further liability, whether concerning direct or indirect damage, costs and / or interests, is hereby explicitly excluded. Palm Fruits B.V. is only liable if the buyer proves that the defects in the products did not occur during loading or transport.

12. FORCE MAJEURE

1. Palm Fruits B.V. is not liable for delay or non-delivery due to force majeure.
2. Force majeure is understood to mean, in addition to what is understood by law and jurisprudence, all external causes, foreseen or not foreseen, over which Palm Fruits B.V. cannot exert any influence and as a result of which Palm Fruits B.V. is unable to meet its obligations, such as strikes, transport problems, fire, extreme weather conditions, government measures, extreme absenteeism of staff, business disruptions at the seller and his supplier etc..
3. In the event of force majeure, Palm Fruits B.V. has the right in respect of that part of the agreement that has not yet been executed, in its sole discretion, to suspend delivery or to terminate the agreement immediately or at a later time without being obliged to pay any compensation.

13. TERMINATION OF THE CONTRACT

If the buyer fails to meet one of his obligations under the agreement towards the seller or is in serious doubt as to whether he can meet his obligations under the agreement, Palm Fruits B.V. is entitled to dissolve all agreements concluded with the buyer in whole or in part without notice of default or judicial intervention, without prejudice to the seller's right to compensation.

14. DISPUTES AND APPLICABLE LAW

1. All disputes that may arise from the agreements concluded by the seller and the further agreements forming a part thereof, will be submitted exclusively to the competent court in Utrecht or, if the seller so chooses, to another competent court.

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2. All agreements to which these conditions apply in whole or in part are subject to Dutch law.