

General terms and conditions FRUIT storage & advice / [Fruit bewaring & Advies]

FRUIT Storage & Advice aims to provide paid but non-binding advice for the storage of fruit and related products, in the field of product physiology, conditioning technology, and business aspects regarding the aforementioned subjects. **FRUIT Storage & Advice** serves agricultural production companies, storage service providers, organizations, governments, and companies on a daily basis. The advice can focus on an operational, tactical, and strategic level, incorporating technical-economic perspectives, practical experiments, information, and guidance through various means, including telephone or written contact or on-site visits.

1. General

- a. These general terms apply to all quotations and offers from, and to all agreements with **FRUIT Storage & Advice** regarding services, such as advice, information, and practical experiments by **FRUIT Storage & Advice**. These conditions also apply to all (legal) acts preceding or in execution of quotations, offers and/or agreements.
- b. These conditions also apply to all agreements with **FRUIT Storage & Advice**, where **FRUIT Storage & Advice** uses the services of third parties for the execution of services.
- c. Deviations from these conditions only apply if explicitly and in writing agreed upon by the parties.

2. Quotation/Assignment

- a. All quotations and/or offers for services of **FRUIT Storage & Advice** are without obligation unless expressly stated that they are irrevocable, and - unless expressly stated otherwise - have a validity period of thirty (30) days from the date of the quotation and/or offer.
- b. Agreements are only established by written acceptance by **FRUIT Storage & Advice** of an assignment, or by actual execution of an assignment by **FRUIT Storage & Advice**.
- c. The scope of the work under an agreement is determined by the quotation, including any changes subsequently agreed upon.

3. Prices

- a. The prices quoted by **FRUIT Storage & Advice** are exclusive of value-added tax (VAT) and other government-imposed levies.
- b. After the conclusion of the agreement, **FRUIT Storage & Advice** is entitled to increase the agreed prices in case of, among other things, depreciation of the Dutch currency and/or increase in foreign currencies and all government measures that have a price-increasing effect.

c. In the event of increases in net prices, the client is entitled to cancel the agreement, provided that he notifies **FRUIT Storage & Advice** in writing within fourteen days of notification. The client has no right to compensation in case of cancellation.

4. Execution of the agreement

- a. The agreement will be executed within the (estimated) term mentioned in the quotation, in consultation with the client, unless it proves reasonably unattainable. In case of a potential overrun of the term, **FRUIT Storage & Advice** will consult with the client as soon as possible. However, **FRUIT Storage & Advice** will not be in default solely by exceeding the term without formal notice.
- b. The client and **FRUIT Storage & Advice** can terminate the agreement in writing at any time (prematurely) without reason, and taking into account the term of the contract and/or a notice period of one (1) month. If the agreement ends before the assignment is completed, the client owes the fee in accordance with the hours specified by **FRUIT Storage & Advice** for the work carried out on behalf of the client. In case of termination by the client, **FRUIT Storage & Advice** is also entitled to compensation for the loss of occupancy that has incurred on its part and can be made plausible, as well as reimbursement of additional costs already incurred by **FRUIT Storage & Advice** and costs that arise from the cancellation of any third parties engaged, including, but not limited to any costs relating to sub-contracting.
- c. With the conclusion of a service agreement, **FRUIT Storage & Advice** commits to strive for useful and non-binding advice for the client when carrying out the assigned tasks.
- d. **FRUIT Storage & Advice** bases its advice on current knowledge, to the best of its knowledge, which also means that **FRUIT Storage & Advice** cannot be held liable for unknown harmful consequences that have arisen as a result of following the non-binding advice.
- e. **FRUIT Storage & Advice** will only carry out additional work after prior approval of the client, after which the costs of the additional work will be invoiced to the client.
- f. For non-publicly accessible data of the client that **FRUIT Storage & Advice** obtains in the course of executing the agreement, **FRUIT Storage & Advice** retains the right to use the acquired data and knowledge for itself and for other purposes, provided that no confidential information is disclosed to third parties. **FRUIT Storage & Advice** will maintain confidentiality, meaning that **FRUIT Storage & Advice** will never disclose this data directly identifiable to the client. A more extensive confidentiality obligation will only apply if this is expressly agreed in writing.

g. Research results and experiences will be made public on an anonymous basis, unless written confidentiality is agreed upon at the request of the client, with a maximum confidentiality period of one year from the delivery/invoice date.

h. Any confidentiality obligation of **FRUIT Storage & Advice** does not apply to the extent that it would conflict with the legal tasks and obligations of **FRUIT Storage & Advice**.

5. Obligations and responsibility of the client

- a. In the event of evaluation and/or examination of product/samples, the client is responsible for the selection, representativeness and timely provision of product/samples to **FRUIT Storage & Advice**. The client guarantees the accuracy and reliability of the documents provided by him, even if they originate from third parties, unless otherwise follows from the nature of the assignment.
- b. The client must provide to **FRUIT Storage & Advice** all documents that **FRUIT Storage & Advice** deems necessary for the correct execution of the assignment (a) in the desired form, (b) in the desired manner and (c) in a timely manner. **FRUIT Storage & Advice** determines what is meant by the desired form, the desired manner, and timely.
- c. 'Documents' mean all information or data provided by the client to **FRUIT Storage & Advice**, as well as all data produced or collected by **FRUIT Storage & Advice** in the context of the execution of the assignment/agreement, and all other information relevant to the execution or completion of the assignment. The information or data referred to may or may not be contained on (in)material media, including paper, hard drives, e-mail and digital environments, and may or may not be stored with third parties.
- d. In the case of advice by **FRUIT Storage & Advice**, the actual application or implementation of the advice is beyond the control of **FRUIT Storage & Advice**. This means that the correct implementation or follow-up of the advice provided is entirely the responsibility of the client.
- e. The client accepts that the risk of misunderstandings in the interpretation of the question or in the interpretation of the advice in consulting is not negligible, and that the risk of incorrect interpretation of the question or incorrect interpretation of the advice is the responsibility of the client.

6. Delivery, risk and ownership

- a. The copyright and all other intellectual or industrial property rights to provide advice and information solely belong to **FRUIT Storage & Advice**, unless otherwise stated in the agreement.
- b. The client is responsible for the additional costs and extra hours incurred by **FRUIT Storage & Advice**, as well as any other damage to **FRUIT Storage & Advice**, due to the client not providing the necessary documents for the execution of the work properly, not timely or not adequately.

7. Payment

- a. Payment must be made within fourteen (14) days after the invoice date. **FRUIT Storage & Advice** will send an invoice to the client for this purpose.
- b. If a fixed price is not included in the order confirmation or agreement, it is agreed between the parties that the amount to be paid will be calculated on the basis of a cost estimate, using the customary rates and methods at **FRUIT Storage & Advice**.
- c. Payment of the fee is not contingent on the result of the work unless otherwise agreed. Any travel time and accommodation costs (outside the Netherlands) will be billed separately. In addition to the fee, the expenses incurred by **FRUIT Storage & Advice** and the invoices from third parties engaged by **FRUIT Storage & Advice** will be invoiced to the client.
- d. **FRUIT Storage & Advice** is entitled to charge additional fees for extra work if there is a change in the scope of the assignment or if the information or data provided by the client deviates from reality. If required by law, the applicable value-added tax will be invoiced separately for all amounts owed by the client to **FRUIT Storage & Advice**.
- e. **FRUIT Storage & Advice** reserves the right to send invoices periodically. **FRUIT Storage & Advice** will require advance payment in accordance with the terms set in the advice agreement, even if this is not explicitly stated in the order confirmation or agreement.
- f. In the event of late payment, without notice of default being required, statutory interest is due from the due date, along with all costs incurred for collection. The client is obliged to reimburse all extrajudicial and judicial collection costs.

g. The counterparty cannot rely on compensation, withholding or suspension for payment.

8. Liability

- a. **FRUIT Storage & Advice** is only liable for damage that is a direct consequence of a failure attributable to **FRUIT Storage & Advice** in the execution of its obligations. If **FRUIT Storage & Advice** is liable on the aforementioned contractual liability and/or on other grounds, it is understood that **FRUIT Storage & Advice** is only liable for direct damage suffered by the client, up to a maximum amount equal to the amount owed by the client under the agreement. This direct damage also includes damage suffered by the client as a result of applying the non-binding advice provided by **FRUIT Storage & Advice**; however, it does not include any potential resulting loss of profit for the client.
- b. **FRUIT Storage & Advice** is not liable for any damages of any nature whatsoever caused by **FRUIT Storage & Advice** relying on incorrect and/or incomplete data provided by or on behalf of the client and/or the client's use of goods or services in violation with the regulations and/or advice given by **FRUIT Storage & Advice**.
- c. Under no circumstances will the liability of **FRUIT Storage & Advice** exceed the amount that is eligible for payment under its business and professional liability insurance.
- d. The client indemnifies **FRUIT Storage & Advice** and/or the persons engaged by **FRUIT Storage & Advice** in the execution of the agreement from all third party claims arising from damage suffered by these third parties due to the application or use of the work of **FRUIT Storage & Advice** by the client or another party to whom the client has made the results of the work available, unless there is intent and/or gross negligence on the part of **FRUIT Storage & Advice**

and/or the persons engaged by **FRUIT Storage & Advice** in the execution of the agreement.

9. Complaints

- a. The client cannot rely on the fact that what has been delivered does not comply with the agreement if he/she has not notified **FRUIT Storage & Advice** in writing within a reasonable period after discovering or should have reasonably discovered it.
- b. Complaints regarding invoices and observable inaccuracies or deviations from the order must be submitted in writing to **FRUIT Storage & Advice** within fourteen (14) days of the invoice date; otherwise, any appeal to these shortcomings and/or inaccuracies will be forfeited.

10. Termination

FRUIT Storage & Advice will be entitled to terminate the agreement and claim compensation for the damage suffered as a result if the client imputably fails to fulfil his/her obligations, applies for a suspension of payments, is declared bankrupt, dies, or - in the case of a legal entity - is terminated, or if the client's company is liquidated.

11. Applicable law and competent court

Dutch law applies exclusively to agreements with **FRUIT Storage & Advice Advies**. All disputes will be initially adjudicated by the competent court in Arnhem, unless **FRUIT Storage & Advice** prefers the court at the location of the establishment or residence of the client, or mandatory law dictates otherwise.

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