

General terms and conditions

GlobalFair B.V.
Koopliedenweg 22
2991LN Barendrecht
The Netherlands

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GLOBALFAIR B.V. STANDARD CONDITIONS OF SALE

Article 1: definitions

In these standard conditions of sale ("these conditions") the following terms have the following meaning:

- GlobalFair*: the private company with limited liability GlobalFair B.V., established in Barendrecht, Chamber of Commerce number 73738131;
- Buyer*: the Person with whom GlobalFair has concluded an Agreement or with whom GlobalFair is in negotiations to this effect;
- Agreement*: every agreement between the Parties, regardless whether this concerns a framework agreement or an individual agreement, under which (a) GlobalFair supplies goods to the Buyer against payment of a (fixed) price in money (*purchase agreement*) and/or (b) GlobalFair places goods at the Buyer's disposal in order for the Buyer to sell these goods by order of GlobalFair (*commission contract*) and/or (c) GlobalFair provides services to the Buyer and/or (d) GlobalFair delivers any other performance for the benefit of the Buyer, including any amendment or addition to this agreement, as well as all actual and legal acts in preparation and in execution of this agreement, including offers from GlobalFair;
- Parties*: GlobalFair and the Buyer;
- Person*: natural or legal person or unincorporated company;
- Products*: all goods and/or services and/or other performances which are the subject of an Agreement.

In these articles "in writing" also means: by email.

Article 2: general

1. To the explicit exclusion of all other standard terms and conditions, these conditions apply to all Agreements. If GlobalFair where relevant does not require these conditions to be complied with strictly, this does not imply that GlobalFair would lose the right still to require the strict compliance with these conditions in future cases, whether similar or not. Stipulations that differ from these conditions are binding only if they have been agreed in writing and apply only to the relevant case.
2. All stipulations in these conditions have not been made only for the benefit of GlobalFair, but also for the benefit of the following Persons, who can at all times invoke this third-party clause: (i) the directors and the shareholders of GlobalFair, including its indirect directors and shareholders, (ii) all Persons employed by GlobalFair, (iii) all Persons engaged by GlobalFair in the performance of an Agreement, and (iv) all Persons for whose acts or omissions GlobalFair could be liable.
3. If one or more provisions of these conditions and/or an Agreement prove to be void or are declared void by the court, the other provisions of these conditions and the Agreement will retain their legal effect. The void or voided provisions will be replaced by valid provisions which, in view of the object and purport of these conditions and the Agreement, differ from the original conditions as little as possible.
4. These conditions are drawn up in different languages. If there is a difference of opinion about the content or purport of these conditions, the Dutch text will be binding.
5. GlobalFair has the right to amend these conditions at all times.

Article 3: offers, Agreement, harvest proviso

1. All the information and specifications provided with offers from GlobalFair are always approximations. Deviations up to 10% are allowed unreservedly.
2. All offers from GlobalFair are without obligation. GlobalFair has the right to withdraw its offer within 3 working days after receipt of the acceptance by the Buyer.
3. An acceptance by the Buyer which, whether or not on minor points, deviates from the offer of GlobalFair, is always considered to be a rejection of this offer and as a new offer from the Buyer. An Agreement in accordance with this new offer comes into being only after acceptance in writing by GlobalFair.
4. An Agreement comes into being at the moment when:
 - (a) 3 working days have expired after GlobalFair has received the acceptance by the Buyer and GlobalFair has not withdrawn its offer during this period;
 - (b) GlobalFair confirms the agreement in writing; or
 - (c) GlobalFair makes a start with the performance of the agreement.
5. GlobalFair is not obliged to honour an offer and/or an Agreement against a price quoted if this

- price is based on a printing error or a writing error.
6. If GlobalFair concludes an Agreement with two or more Buyers, these Buyers are always jointly and severally liable to GlobalFair and each for the whole for all obligations arising from the Agreement.
 7. Without prior written consent from GlobalFair, the Buyer is not allowed to transfer an Agreement or one or more of his rights and/or obligations from an Agreement in full or in part. In addition to its effect under the law of obligations, this prohibition also has effect under property law (as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code).
 8. All Agreements intended to supply or make available ("delivery") potatoes, fruit and vegetables by GlobalFair are made subject to a harvest proviso, regardless whether the relevant Products have been grown by GlobalFair or a third party. When the result of a disappointing harvest is that a quantity of Products smaller than in conformity with the Agreement is available than could reasonably be expected upon the conclusion of the Agreement, GlobalFair has the right to reduce the quantity of Products to be supplied or to be made available by it ("deliver") accordingly. By supplying the quantity thus reduced, GlobalFair is deemed to fully satisfy its obligation to deliver. In the case referred to here GlobalFair is not obliged to supply replacement potatoes, fruit and vegetables or to any other form of compliance and GlobalFair is not liable for any loss whatsoever.

Article 4: purchase agreement and commission contract

1. If the Buyer buys Products from GlobalFair without the Parties having concluded an express and written commission contract, a purchase agreement will be deemed to have been concluded between the Parties.
2. In case of a commission contract the following applies:
 - (a) after the provision of the Products the Buyer will immediately have them inspected by an independent expert;
 - (b) after receipt of the quality control report the Buyer will immediately forward this to GlobalFair;
 - (c) the Buyer will store the Products with due care;
 - (d) should GlobalFair so demand, the Buyer will grant GlobalFair permission to enter the rooms where the Products are stored during the normal working hours in order to inspect the Products;
 - (e) the Buyer will sell and deliver the Products to third parties in his own name, whereby the Buyer will bear the default risk and the debt collection risk;
 - (f) without GlobalFair's prior written consent the Buyer will (i) not sell the Products to any Person affiliated with the Buyer and (ii) will not have the Products sold by a third party whether or not affiliated with the Buyer;
 - (g) the Buyer will make an effort to realise the highest sales proceeds possible;
 - (h) prior to the sale of the Products the Buyer will enter into consultations with GlobalFair in order to determine the selling price; if it proves impossible to sell the Products against this price, the Parties will adjust the selling price in joint consultation;
 - (i) the Buyer will inform GlobalFair every day about the market situation and market developments, the quantity of Products sold, the selling prices realised and the remaining stock of the Products;
 - (j) apart from the commission that he is entitled to the Buyer will exclusively charge costs to GlobalFair which have been agreed in advance between the Parties and which are visible on the sales settlements;
 - (k) the Buyer will enable GlobalFair to check the correctness of the sales settlements or to have it checked; should GlobalFair so demand the Buyer will (i) put GlobalFair into the possession of all the underlying documents for the sales settlements, including, but not limited to the relevant batch cards, sales invoices and costs invoices, as well as all the relevant payment modes and accounts receivable cards and (ii) enable an accountant to be designated by GlobalFair to audit the relevant portion of the Buyer's administration and the appurtenant books, documents and other data carriers with the right to copy the relevant documents;
 - (l) the Products continue to be the property of GlobalFair until the Buyer has sold and delivered them to third parties; the Buyer will insure the Products for the account of GlobalFair and keep them insured against the risk of fire, theft, loss and damage;
 - (m) GlobalFair always has the right to terminate the commission contract with immediate effect without giving reasons, in which case the Buyer will cooperate fully in the reversal of the Products by GlobalFair; the Buyer will in advance waive any possessory lien relating to the

Products and will not attach the Products.

The other articles of these conditions are also applicable, whether or not by analogy, to commission contracts, except insofar as this application is impossible in view of the nature of a commission contract. Insofar as this article 4 paragraph 2 is incompatible with any other article or paragraph of these conditions, the provisions in this article 4 paragraph 2 prevail.

Article 5: prices

1. Unless otherwise agreed in writing by the Parties, prices are stated in euros.
2. Prices are exclusive of VAT and other taxes and levies and, unless otherwise agreed in writing by the Parties, exclusive of transport costs.
3. Prices are based on factors determining cost at the time this Agreement was concluded. If a change occurs in these factors after the conclusion of the Agreement but before the delivery of the Products while GlobalFair cannot reasonably exert any influence on this, GlobalFair has the right to charge the resulting costs on to the Buyer.

Article 6: conformity, delivery time, delivery and risk

1. The conformity of the Products is assessed on the basis of legislation and regulations in force in the Netherlands at the moment of delivery. Unless otherwise agreed in writing by the Parties, GlobalFair is not obliged to comply with any other legislation and regulations.
2. The delivery times stated by GlobalFair are always approximations and will never be regarded as final deadlines.
3. Unless otherwise agreed in writing by the Parties, deliveries are made Ex Works. "Ex Works" will be interpreted in accordance with the latest version of the Incoterms.
4. If the Parties have agreed that GlobalFair will store Products for the Buyer, either at GlobalFair itself or at a third party, and these Products have not yet been delivered to the Buyer, the Products are deemed to have been delivered at the moment when they are stored. From the said moment the inspection requirements and obligation to complain as described in article 7 of these conditions are vested in the Buyer and this article 7 also applies in full otherwise. GlobalFair is not obliged to insure the Products for the duration of their storage.
5. GlobalFair is authorised, but never obliged, to deliver the sold Products in consignments and to invoice each consignment separately.
6. The Buyer is obliged to take delivery of the sold Products. The obligation to take delivery consists of: a) the performance of all acts that may reasonably be expected from the Buyer in order to enable GlobalFair to deliver and b) taking possession of the Products. If the acceptance does not take place within 6 hours after the Products have been put at the disposal of the Buyer, the Buyer is in default without a notice of default being required and GlobalFair is authorised, without prejudice to its other rights, including the right to store the Products at the risk and expense of the Buyer, to terminate the Agreement and to claim compensation from the Buyer.

Article 7: inspection and complaints

1. The Buyer is obliged to inspect the Products or have them inspected immediately on delivery, which in this article is understood to mean that the Buyer must thoroughly and accurately examine or have examined whether the Products comply in all respects to the Agreement, in particular:
 - (a) whether the correct Products have been delivered;
 - (b) whether the delivered Products both internally and externally meet the quality requirements that may be set for them for normal use and/or for commercial purposes; and
 - (c) whether the delivered Products conform with the specifications agreed for them between the Parties in quantity (number, amount, weight).
2. With a view to the examination of the internal quality of the Products the Buyer must cut them or have them cut on a random basis and check them or have them checked for the presence of substances foreign to the product and other defects.
3. In case of underdelivery up to 10% of the total quantity the Buyer will be obliged to accept the quantity delivered fully against proportional reduction of the price.
4. Complaints about the quantity delivered and about visible defects, which will also be deemed to include internal defects that were discovered or should reasonably have been discovered during the inspection referred to in paragraph 1 of this article, must at the risk of forfeiting all rights be reported to GlobalFair immediately after this inspection and must subsequently be confirmed in writing within 4 hours specifying the nature of the shortcoming.
5. Complaints about any invisible defects must at the risk of forfeiting all rights be reported to GlobalFair in writing specifying the nature of the defects immediately after these defects have

been discovered or should reasonably have been discovered, but within 8 hours at the latest of the delivery and in any case prior to the sale or resale and delivery by the Buyer and/or further transport by or by order of the Buyer.

6. Complaints on account of minor and/or usual and/or technically inevitable differences in quality, size, weight, colour, quantity and such and complaints about treated or processed Products are inadmissible.
7. If GlobalFair does not accept a complaint from the Buyer within 4 hours, the Buyer is obliged at the risk of forfeiting all rights to have an independent expertise carried out by a sworn expert within 12 hours and to enable GlobalFair to be present or to be represented at the said expertise. Both periods referred to in this paragraph begin to run from 7:00 a.m. (local time of GlobalFair) on the next working day after the day on which the Buyer reported the complaint. GlobalFair has the right to have a counter-expertise carried out.
8. The Buyer will render every assistance required for the investigation of the complaint. If the Buyer does not cooperate or an investigation is not or no longer possible otherwise, his complaint is inadmissible.
9. If the Buyer's complaint is justified, also in view of the provisions of this article, GlobalFair will after consulting the Buyer take care of delivery of the missing Products, repair or replacement of the delivered Products or adjustment of the price. GlobalFair will not have any other obligation or liability. For full or partial termination of the Agreement, including reduction of the price, the written approval of GlobalFair is required.
10. The Buyer is obliged at all times to ensure the conservation of the Products as a careful debtor.
11. The Buyer is not free to return the Products before GlobalFair has consented to this in writing. If GlobalFair stores the returned Products or if it takes up the Products in another way, then this is done at the risk and expense of the Buyer. Approval or acceptance of the return must never be concluded from these measures.
12. Any breach of the inspection requirements or the obligation to complain vested in the Buyer will always lead to the forfeiting of all rights, regardless whether this breach was detrimental to GlobalFair's concrete interests.
13. If the Buyer breaches the inspection requirements or the obligation to complain vested in him and GlobalFair nevertheless handles a complaint, this is done subject to all rights and GlobalFair's efforts must be regarded as leniency without acceptance of any obligation or liability.
14. If a complaint proves to be unfounded, the internal and external costs which GlobalFair has incurred in the context of the handling of the complaint will be at the expense of the Buyer.
15. Any legal proceedings must at the risk of forfeiting all rights be brought no later than 1 year after the timely report of a complaint.

Article 8: reservation of ownership

1. GlobalFair reserves the ownership of all Products delivered until the purchase price therefor has been paid fully. The ownership reserved also applies to the other claims referred to in Article 3:92 paragraph 2 Dutch Civil Code which GlobalFair may have or acquire against the Buyer.
2. As long as the ownership of the Products has not been transferred to the Buyer, the Buyer will not be allowed without prior written consent from GlobalFair to pledge the Products or to grant any other right to them vis-à-vis a third party. In addition to its effect under the law of obligations, this prohibition also has effect under property law as referred to in Article 3:83 paragraph 2 Dutch Civil Code in conjunction with Article 3:98 Dutch Civil Code. The Buyer is allowed to sell and transfer the Products delivered under reservation of ownership to third parties within the context of the normal running of his business, provided that the Buyer in case of resale is obliged to stipulate a reservation of ownership under the terms of the provisions in this article. Without the prior written consent of GlobalFair the Buyer is not allowed to assign, to pledge or to transfer or encumber the claims which he may have or acquire against his purchasers under any other title whatsoever. In addition to its effect under the law of obligations, this prohibition also has effect under property law as referred to in Article 3:83 paragraph 2 Dutch Civil Code in conjunction with Article 3:98 Dutch Civil Code. Should GlobalFair so demand, the Buyer undertakes to pledge the claims against his purchasers to GlobalFair in the manner indicated in Article 3:239 Dutch Civil Code as additional security for the performance of his obligations towards GlobalFair for whatever reason.
3. If the Buyer fails to comply with one or more obligations or if GlobalFair has good grounds for fearing that he will fail in this, GlobalFair is entitled to take back the Products delivered under reservation of ownership. The Buyer will cooperate fully in this. The Buyer waives any rights of ownership relating to the Products in advance and will not attach the Products. After the reversal

- the Buyer will be credited for the market value, which can in no case be higher than the original purchase price, reduced by the costs for the reversal and the other damage of GlobalFair.
4. If the right of the country of destination of the Products purchased has further possibilities for the reservation of ownership than provided in the previous paragraphs of this article, these further possibilities will be deemed to have been stipulated between the Parties for the benefit of GlobalFair provided that if it cannot be determined objectively what these further regulations are, the provisions in the previous paragraphs of this article continue to apply.
 5. If the Buyer is established in Germany and/or the Products are destined for Germany, the following renewed and extended reservation of ownership under German law will apply between the Parties, whereby GlobalFair will be referred to as "wir" and the Buyer as "Käufer":

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer und seine Konzerngesellschaften zustehen.

Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschließlich Wertschöpfung) wie folgt:

a) Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren; b) Verbleibt ein von Eigentumsvorhalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.

Der Käufer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.

Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären.

Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

Article 9: payment

1. Payment of invoices of GlobalFair must be made within the term stated on the invoices. Payment must be made unconditionally, without suspension, payment discount or settlement, for whatever reason. The Buyer will not levy attachment in respect of a counterclaim against GlobalFair.
2. Without any notice of default being required, the Buyer is in default by exceeding the payment term. If the Buyer is in default with any payment, all claims from GlobalFair against the Buyer become immediately and fully due and payable. During his default the Buyer is due a default interest of 1% per month or part of a month on the outstanding claims.
3. All internal and external costs of GlobalFair connected with the collection of invoices and/or the assessment of damage and liability and/or the collection of amounts of the claim, including, but not limited to the costs actually incurred by GlobalFair for lawyers, bailiffs, experts and translators, are for the expense of the Buyer.
4. The extrajudicial collection costs due by the Buyer amount to at least 15% over the first € 5,000 (with a minimum of € 250), 10% on the excess up to € 10,000, 8% on the excess up to € 20,000,

- 5% on the excess up to € 60,000 and 3% on the amount above € 60,000.
5. Payments made by or for the benefit of the Buyer, regardless of the order indicated for the attribution, will first go to reduce the costs (including, but not limited to the extrajudicial collection costs), subsequently to reduce the outstanding interest and finally to reduce the principal sum and the accrued interest.
 6. In response to a request from GlobalFair to that effect, which may be made both prior to and during the performance of the Agreement, the Buyer will make a full or partial advance payment or for his own account furnish adequate security for the performance of his obligations. Adequate security is in any case understood to mean a bank guarantee claimable immediately on request from GlobalFair, provided by a first-class Dutch bank, amounting to 110% of the amounts due by the Buyer (100% of these amounts with a surcharge of 10% for interest).
 7. GlobalFair is entitled at any time to set off the amounts which it is due for whatever reason to the Buyer or to any Person affiliated with him ("the Buyer *et al.*") with the amounts which GlobalFair or any Person affiliated with it ("GlobalFair *et al.*") for whatever reason claims from the Buyer *et al.* The right of setoff referred to here also exists if the payment of the claims is not yet enforceable and if the performance which GlobalFair *et al.* claims does not conform to its debt.

Article 10: possessory lien and right of pledge

1. Until the moment when the Buyer has completely fulfilled his obligations to GlobalFair of whatever nature, GlobalFair will have both a possessory lien and a right of pledge to all goods which are or will be directly or indirectly in GlobalFair's possession in connection with an Agreement. In this article goods are understood to mean: movable items, bearer rights or order rights, securities, documents and funds.
2. As these conditions become applicable the Buyer has undertaken to grant the right of pledge referred to in paragraph 1 of this article to GlobalFair. The right of pledge is created by bringing goods under the control of GlobalFair or of a third party who holds the goods for GlobalFair, including, but not limited to a carrier or a storage and transshipment company.
3. The exercise of the right of summary execution will take place in the manner provided by law. Private sale is possible if there is agreement between the Parties about it or, on condition that GlobalFair disposes of a proper valuation report, if the goods may perish so quickly that it cannot reasonably be required from GlobalFair to turn to the court in preliminary relief proceedings. All judicial and extrajudicial costs which GlobalFair incurs with a view to the exercise of the right of summary execution, including, but not limited to the actual costs incurred by GlobalFair for legal assistance and the costs of the valuation, are at the expense of the Buyer and will be recovered from the (gross) sales proceeds.

Article 11: packaging

1. Packaging that has been delivered via GlobalFair and for which a deposit has been charged, is taken back at the return price current at the moment of return, where applicable reduced by a fixed packaging payment.
2. The packaging to be returned by the Buyer must be entirely empty, not damaged in any way whatsoever (not by straws or stickers either) and so clean and neat that it is suitable for the packaging of fresh potatoes, fruit and vegetables. If the packaging does not satisfy these requirements, GlobalFair is authorised not to take back the packaging or at the expense of the Buyer to arrange for the emptying, replacement, repair and/or cleaning of the packaging
3. If GlobalFair takes back packaging via its own means of transport, the packaging must be ready for transport sorted according to type.
4. Packaging that has not been delivered via GlobalFair is not taken back, unless the Parties have agreed otherwise in writing.

Article 12: intellectual and industrial property

1. All intellectual and industrial property rights relating to the Products and the packagings and packaging materials destined therefor, all in the broadest sense, are vested exclusively in GlobalFair and its licensors.
2. For each infringement of a right referred to in paragraph 1 of this article the Buyer forfeits an immediately payable penalty of € 5,000, plus an immediately payable penalty of € 1,000 for each day, including a part of a day, when the infringement continues. This penalty clause is without prejudice to the other rights of GlobalFair, including, but not limited to its right to compensation pursuant to the law.

Article 13: suspension, termination

1. Without prejudice to the other rights that are vested in GlobalFair pursuant to the law and/or the Agreement and/or these conditions, GlobalFair is entitled to suspend its obligation or, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part by means of a written notice to the Buyer if:
 - (a) the Buyer does not, not in time or not properly meet an obligation to which it is subject;
 - (b) GlobalFair has good reason to fear that the Buyer will fail in the performance of one or more of his obligations;
 - (c) the Buyer is declared bankrupt or a petition for bankruptcy has been filed against him;
 - (d) the Buyer has been granted a suspension of payment provisional or otherwise or an application to this effect has been filed;
 - (e) a debt restructuring scheme has been declared applicable to the Buyer or an application to this effect has been filed;
 - (f) the Buyer's company is wound up; or
 - (g) the Buyer's goods have been attached under a warrant of execution or attached before judgment which has not been lifted within a month of the attachment.
2. If the Buyer's default pursuant to both the law and the Agreement and to these conditions does not commence until notice of default has been served, GlobalFair will in the case referred to in paragraph 1 under (a) of this article not proceed to termination of the Agreement in whole or in part until it has sent the Buyer a written notice whereby a reasonable period for the performance has been set and performance within this period has failed to occur.
3. In case of termination of the Agreement in whole or in part by GlobalFair, GlobalFair will not be obliged to pay any damages and all its claims against the Buyer immediately become due and payable in full.

Article 14: force majeure

1. In these conditions 'force majeure' ("non-attributable breach") means: any circumstance not due to GlobalFair's fault in a subjective sense which makes it impossible or practically too onerous for GlobalFair to perform its obligation or part thereof or to do so promptly or properly, including, but expressly not limited to full or partial crop failure, crop diseases, pests, force majeure and/or breach of contract ("attributable breach") and/or unlawful acts on the side of suppliers or carriers of GlobalFair or on the side of other third parties involved in the performance of the Agreement, abnormal weather conditions, frost, storm damage and other damage caused by natural disasters, strikes, transport difficulties, epidemics, pandemics, fire, theft, war and war risk, terror attacks and the threat of terrorism, as well as government measures, such as import, export and transit bans, levies, import duties and quota systems.
2. In case of force majeure GlobalFair is entitled to suspend the performance of its obligation or a part thereof and the Buyer cannot claim performance or compensation. If the period of force majeure lasts longer than 2 months, each Party is entitled to terminate the Agreement in whole or in part without being obliged to pay any compensation, provided that if GlobalFair complied with its obligation in part before or after the occurrence of force majeure, it is always entitled to a proportional part of the price. GlobalFair is also entitled to invoke force majeure if it occurs after it should have complied with its obligation.

Article 15: liability and indemnity

1. Without prejudice to the provisions of the above articles, the following arrangement will apply in respect of liability of GlobalFair for damage sustained by the Buyer and/or third parties and in respect of the indemnity of GlobalFair by the Buyer.
2. GlobalFair's total liability for whatever reason is limited to the amount to which the liability insurance it has taken out entitles it in the relevant case, plus the amount of the excess which under the policy conditions is not borne by the insurers. If, for whatever reason, no benefit should be paid out under the said insurance, GlobalFair's total liability for whatever reason is limited to net invoice amount of the Products in question, which means the price excluding turnover tax and other taxes and levies and excluding transport costs, respectively, in case of a commission contract, the amount of the net sales proceeds of the Products in question, always with a maximum of € 5,000.
3. GlobalFair is exclusively obliged to pay compensation for any damage to persons and to goods as described in the policy conditions of its liability insurance. Thus. GlobalFair is *inter alia* not liable for – and the Buyer must insure himself against – indirect loss, consequential damage, direct trading loss, business interruption loss, lost profit, lost savings, damage resulting from

- claims from purchasers of the Buyer, loss of customers, reduced goodwill and reputational damage.
4. Without prejudice to the provisions in the preceding paragraphs of this article, GlobalFair is not liable for Products which it has purchased from third parties any further than these third parties are liable vis-à-vis GlobalFair.
 5. GlobalFair is not liable for any shortcomings of third parties it has involved in the performance of an Agreement.
 6. Insofar as performance by GlobalFair is not permanently impossible, liability of GlobalFair due to an attributable failure in the performance of an obligation arises only if the Buyer has immediately given GlobalFair notice of default specifying the nature of the shortcoming and has set a reasonable period for remedying the shortcoming and after the expiry of the period GlobalFair also continues to fail attributable in the performance of its obligation.
 7. A condition for the arising of any right to compensation is always that the Buyer reports the damage in writing to GlobalFair immediately, but no later than 14 days after the Buyer has become aware of the damage or should reasonably have become aware of it.
 8. Any legal actions must at the risk of forfeiting all rights be instituted no later than 1 year after prompt report of the damage.
 9. The Buyer must indemnify GlobalFair against any form of liability to third parties incumbent on GlobalFair in respect of Products delivered or to be delivered by GlobalFair. The Buyer must reimburse to GlobalFair the reasonable costs for defence against claims from third parties.
 10. GlobalFair will not invoke limitation of its liability, and the Buyer will not be obliged to indemnify GlobalFair, inasmuch as the damage is the direct result of intent or deliberate recklessness of GlobalFair or managing employees forming part of its management.
 11. The above regulations do not apply insofar as they are in conflict with mandatory legal provisions.

Article 16: applicable law, disputes, legal costs and arbitration costs

1. Without prejudice to the provisions in paragraphs 4 and 5 of article 8 of these conditions the legal relationship between the Parties is governed by Dutch law, including the Vienna Convention on Contracts for the International Sale of Goods.
2. In accordance with the provisions of paragraph 3 of this article any disputes that might arise between the Parties by reason of or in connection with an Agreement and/or these conditions, will in the first instance only be resolved by the Court of Rotterdam (proceedings on the merits) or the preliminary relief judge of the Court of Rotterdam (preliminary relief proceedings and other interim measures), without prejudice to the power of GlobalFair to submit disputes referred to here to any other competent court.
3. If the Buyer is resident in a country that is a party to the New York Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards and where neither Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, (the recast Brussels Regulation) nor the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, done at Lugano on 30 October 2007 (EVEX-II) is applicable, any dispute between the Parties will be resolved in accordance with the Arbitration Rules of the Netherland Arbitration Institute ("the Rules"). The arbitral tribunal will consist of one arbitrator. Article 14 paragraph 4 of the Rules does not apply. The place of arbitration and the place of the oral hearing(s) is Rotterdam. The proceedings will be conducted in English. The arbitral tribunal will decide in accordance with the rules of law.
4. The costs connected with judicial and arbitral proceedings, including, but not limited to the costs actually incurred by GlobalFair for lawyers, bailiffs, experts and translators, are fully payable by the Buyer if the Buyer is entirely or predominantly the unsuccessful party.

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