

General Terms and Conditions of Sale and Purchase of Nedato B.V., Oud-Beijerland, the Netherlands ('Nedato')

Article 1. Applicable terms and conditions

The Netherlands

1.1 Our agreements of purchase of ware potatoes are governed by the Nedato Industrial Potato Regulations AVI (*Aardappelreglement AVI*) or the Nedato Table Potato Regulations (*Aardappelreglement Tafel*) for the harvest year in question, if the agreement is entered into with a member or guest member of the cooperative Coöperatie Nedato U.A.

1.2 Our agreements of sale and purchase of ware potatoes entered into with a party other than the parties referred to in Article 1.1. are governed by the AHV Terms and Conditions 1986 (General Potato Wholesale Trading Terms and Conditions (*Algemene Handelsvoorwaarden Groothandel in aardappelen*)) adopted by VBNA and VENEXA), if the agreement is entered into with a trading partner based in the Netherlands.

1.3 Our agreements of sale or purchase of seed potatoes are governed by the NAO General Seed Potato Trading Terms and Conditions 2018 (*NAO Algemene Handelsvoorwaarden Pootaardappelen 2018*), if the agreement is entered into with a trading partner based in the Netherlands.

International

1.4 Our agreements of sale or purchase of ware and/or seed potatoes are governed by the RUCIP Rules 2017, if the agreement is entered into with a trading partner based outside the Netherlands. This does not apply, however, if the agreement relates to the purchase of ware potatoes and is entered into with a member or guest member of the cooperative Coöperatie Nedato U.A. In that case the Industrial Potato Regulations AVI or the Table Potato Regulations for the harvest year in question, referred to in Article 1.1, apply.

General

1.5 All regulations and terms and conditions referred to above in Articles 1.1 to 1.4 apply inclusive of the arbitration rules pertaining thereto. In respect of agreements that are governed by the RUCIP Rules 2017, the buyer and seller hereby agree in advance that the place of arbitration is The Hague (the Netherlands).

1.6 All regulations and terms and conditions referred to above in Articles 1.1 to 1.4, including the arbitration rules pertaining thereto, as well as these Nedato Terms and Conditions of Sale and Purchase, are published on our website www.nedato.com. The contracting partner expressly agrees to this manner of publication.

1.7 Nedato expressly rejects the applicability of any general terms and conditions of the buyer or the seller that conflict with the terms and conditions used by Nedato, except as otherwise agreed by the parties in writing in advance.

1.8 In addition to and/or in derogation of the terms and conditions referred to above in Articles 1.2 to 1.4, the following provisions apply, which provisions prevail over the applicable terms and conditions.

Article 2. Payment conditions and retention of title

2.1 Nedato has the right to demand the provision of security if, after conclusion of the agreement, the buyer's financial position casts doubt on the buyer's ability to meet its obligations. If such security is not provided, Nedato has the right to suspend and/or cancel the agreement and to demand full compensation from the contracting partner.

2.2 The goods supplied by Nedato remain the property of Nedato, also after they are no longer held in the form and packaging in which they were supplied by Nedato, until payment has been made in full for those goods and no other amounts are outstanding from the buyer to Nedato on any other account. By entering into the agreement the contracting partner irrevocably authorizes Nedato to enter the contracting partner's premises to exercise its right of retention and to take back the goods supplied.

2.3 Invoices are due for payment 30 days from the invoice date, except as otherwise agreed in writing. If payment is not made within this term or within a term subsequently agreed, Nedato will charge interest at the rate of 1.5% per month with effect from the invoice due date, without any notice of default being required. All collection costs, including extrajudicial collection costs, will be payable by the buyer.

2.4 Payment by Nedato will be made within the agreed term after the invoice date. Nedato has the right to set off against the invoice amount any costs payable by the seller and any claims on any other account.

2.5 Express termination clause (applicable only to customers in Belgium): If payment is not made by the due date, Nedato may consider the sale void by operation of law without being required to first send a

reminder or notice of default to the buyer. The cancellation is effected by simple written notification to the buyer. The goods remain the property of the seller until the price has been paid in full. All risks are borne by the buyer. Any advance payments made will remain the property of the seller by way of compensation for any losses in the event of resale and by way of compensation for any other loss or damage suffered by the seller and any lost profit.

Article 3. Delivery to Nedato

3.1 The seller is obliged to give priority to deliveries to Nedato over any other delivery obligations.

3.2 If the seller fails to meet its obligations under the agreement in a timely manner or at all, Nedato will have the right, at its option, to demand performance of the agreement or to claim compensation.

3.3 The potatoes delivered to Nedato may not be treated with crop protection agents or dosages other than those permitted by law. Residue values must not exceed the maximum levels established by law. If any food safety violations are found, the seller will be liable for any resulting loss or damage.

Article 4. Complaints and compensation

4.1 Nedato's liability for loss or damage resulting from non-delivery, late delivery or defective delivery is limited to the amount that has been or would be invoiced for the delivery in question. Nedato accepts no liability whatsoever for any non-pecuniary, indirect or consequential loss or damage, any business interruption loss or any lost profit.

4.2 In addition to the provisions of Article 33 of the NAO General Seed Potato Trading Terms and Conditions 2018 it is provided that Nedato is not liable for any defects if a complaint is notified to Nedato after the planting of the seed material.

4.3 If any loss or damage occurs, the buyer is obliged to limit the loss or damage as far as possible so as to prevent any further deterioration of the product.

Article 5. Force majeure

5.1 A force majeure clause applies to all our agreements of sale of potatoes. Except as otherwise agreed in writing by the parties, the following are considered force majeure events in addition to the events defined in the applicable terms and conditions: war, mobilization, industrial fire, air pollution and/or radioactivity in the area from which Nedato procures the potatoes, extreme weather conditions that hinder logistics, etc., as well as complete or partial crop failures caused by unusual drought or continuous and/or intensive rainfall, frost, the occurrence of plant diseases or plagues of pests for which Nedato is not responsible.

5.2 Paragraph 5 of Article 27 of the RUCIP Rules does not apply and Nedato has the right to demand performance instead of cancellation with damages.

Article 6. Precedence

If provisions in the contract of sale or purchase conflict with these General Terms and Conditions of Sale and Purchase of Nedato and/or any terms and conditions and regulations mentioned herein, the provisions of the agreement prevail.

Article 7. Governing law and time limit

7.1 All our agreements are governed by the laws of the Netherlands.

7.2 Any claim by a contracting partner against Nedato expires one year after the claim arises, unless the claim expires prior thereto by virtue of the applicable terms and conditions.