



GENERAL TERMS AND CONDITIONS

Troost JACK with its registered office in ABC Westland 514. Poeldijk as well as its legal successors and affiliated companies, hereinafter to be referred to as '**Troost JACK**', has laid down the following General Purchasing Terms and Conditions:

PURCHASE

Article 1 Definitions

1. The other party: all (legal) persons entering into an agreement with Troost JACK or all (legal) persons that make Troost JACK a special offer and/or give Troost JACK a quote, as well as their representative(s), authorized agent(s), legal successor(s) and heirs;
2. Agreement: all agreements realized between Troost JACK and the other party and all modifications or additions thereto as well as all (legal) acts performed in preparation and in implementation of such an Agreement;

Article 2 Applicability

1. These General Purchasing Terms and Conditions will apply to all quotes given and special offers made by the other party, all Agreements concluded between the parties and all orders accepted by the other party. The General Purchasing Terms and Conditions thus apply to all (legal) acts (including omissions) of Troost JACK and its relevant other party.
2. Agreements as referred to in paragraph 1 of this article include purchase agreements, framework agreements, consignment agreements and related agreements.
3. Deviations from and/or additions to any provision in these General Purchasing Terms and Conditions will only be binding for Troost JACK if these deviations and/or additions have been agreed on explicitly between Troost JACK and the other party without reservation and in writing. Any deviations and/or additions agreed on will only apply to the Agreement concerned.
4. In the event that and insofar as on giving a quote, making an offer or entering into an agreement the other party refers to general terms and conditions other than the General Purchasing Terms and Conditions of Troost JACK with a view to applying these general terms and conditions to the Agreement, other general terms and conditions than these General Purchasing Terms and Conditions will only apply to the Agreement if Troost JACK has accepted such general terms and conditions without reservation and in writing.
5. In the event that following the intervention of a judicial authority, any provision of these General Purchasing Terms and Conditions appears to be null and void, solely the provision concerned will cease to apply. All other provisions will continue to apply without prejudice.

Article 3 Offers and prices

1. All requests, orders and/or special offers made by Troost JACK or its subsidiaries are entirely



without obligation unless stated otherwise.

2. An Agreement is realized when Troost JACK explicitly accepts the offer made by the other party in writing.
3. All agreements concluded by Troost JACK are deemed to have been realized at the business address of Troost JACK, namely Poeldijk, both with regard to the implementation and the payment of the Agreement.
4. All sums mentioned in quotes, special offers, Agreements and orders will be given in Euros unless the parties have agreed otherwise in writing.
5. A price agreed on cannot be increased by the other party, even if the other party is confronted by a price increase, unless Troost JACK explicitly agrees with the price increase in writing.
6. Troost JACK can demand that the other party keeps to an offer made.

Article 4 Agreement

1. Troost JACK must receive written confirmation of the order or a written record of the Agreement from the other party. This written record can consist of the invoice and/or purchase order. If the other party has not sent Troost JACK written confirmation of the Agreement, Troost JACK cannot be obliged to perform.
2. If after the Agreement has been realized the parties agree on further and/or additional agreements or modifications, these will only be binding if and insofar as these agreements have been laid down in writing. In this case too, the written record can consist of the invoice and/or purchase order.

Article 5 Delivery

1. The delivery time agreed is not a strict deadline unless the parties have explicitly agreed otherwise.
2. In the event of a delivery delay, the other party will immediately be in default without prior notice of default being required. If the other party is in default, Troost JACK will be entitled to terminate the Agreement or demand compensation.
3. In the event that the other party knows or ought to know that it is unable to observe the delivery time to which it has agreed, it must notify Troost JACK hereof without delay giving reasons. In the event that the other party fails to notify Troost JACK hereof in time, or fails to give a reason, its invoking of the non-attributable exceeding of the delivery time will not be accepted. This will also be the case in the event of force majeure.
4. In the event of failure to deliver part of that agreed on time, Troost JACK will be entitled to return the part previously delivered at the expense and risk of the other party.
5. In the event of failure to deliver on time, in addition to compensation, Troost JACK can claim



compensation of the extra costs that it was compelled to incur to

reasonably replace the goods not delivered by the other party.

6. Delivery will take place free DDP Troost JACK, unless the parties have agreed otherwise in writing with regard hereto. Delivery will thus take place at the time at which the other party delivers the goods to Troost JACK.
7. In the event that the parties have agreed that the other party will store the goods it is to deliver for Troost JACK, either in its own storage space or that of a third party, the delivery will take place at the time of the storage of the goods.

Article 6 Acceptance and complaints

1. The goods to be delivered by the other party must comply with the requirements, specifications, legal provisions and other governmental requirements agreed on, as well as all other requirements that Troost JACK may make concerning these goods, both with regard to quality and quantity.
2. Following delivery of the goods by the other party, Troost JACK will have the right to have the goods inspected before approving them.
3. In the event that Troost JACK fails to approve the goods delivered by the other party, it must notify the other party hereof in writing immediately but within four days of delivery at the latest. Troost JACK must thereby indicate which course of action it wishes to take:
 - a. returning the goods delivered at the expense of the other party as well as proper performance, possibly in combination with compensation;
 - b. termination of the agreement in conformity with that stipulated in Article 10 of these General Purchasing Terms and Conditions;
 - c. partial termination/partial performance, possibly in combination with compensation;
 - d. a price reduction, on the understanding that the other party cannot unilaterally determine the price reduction justified by the defects concerned. The parties must reach an agreement with regard thereto.

Article 7 Payment

1. Troost JACK will pay the invoice within 30 days of receipt, provided that the goods delivered by the other party have been fully approved.
2. The other party cannot derive any rights from the payment of the invoice; payment will not discharge the other party from a guarantee commitment or obligation to pay compensation.
3. Troost JACK is entitled to set off outstanding invoices against its own demands for payment vis-à-vis the other party.

Article 8 Ownership

1. The ownership of the goods to be delivered by the other party as well as the risk of these goods



will only be passed at the time of delivery.

2. In the event that the goods to be delivered by the other party are subject to other rights than the ownership right of the other party, the other party must notify Troost JACK hereof without delay.
3. Troost JACK is free at all times to resell and/or to supply goods delivered by the other party to third parties.

Article 9 Liability and risk

1. Up to the time of DDP Troost JACK, the goods to be delivered and/or the goods delivered by the other party will be at the expense and risk of the other party.
2. In the event that the other party has supplied goods to Troost JACK that are the property of a third party, the other party will indemnify Troost JACK against all claims of this third party related to damage caused by and/or with the goods which the other party has delivered to Troost JACK, as well as damage caused to the goods themselves.
3. The other party is liable for any loss suffered by Troost JACK as a result of a recall to Troost JACK itself or third parties.
4. The other party will indemnify Troost JACK against claims with regard to recalls that a third party to which Troost JACK has resold the goods delivered by the other party has carried out or has caused to carry out.
5. In the event that Troost JACK suffers any loss or damage as a result of the presence of undesirable residues or the exceeding of standards, MRLs, (for example chemicals and minerals) in the goods delivered by the other party, the other party will be liable for this loss or damage suffered by Troost JACK. Among other things, this will be the case in the event that a governmental penalty is imposed on Troost JACK with regard hereto or in the event that third parties bring forward a claim vis-à-vis Troost JACK with regard hereto.
6. The other party will be liable for the loss of damage suffered by Troost JACK as a result of the failure to deliver the goods agreed by the other party or the failure to deliver the goods on time.
7. In the event that Troost JACK is liable for any damage, all liability of Troost JACK will be limited to the sum paid out under the public liability insurance of Troost JACK, increased by the own risk under this insurance policy. If for any reason whatsoever this sum in insurance is not pay out, all liability will be limited to the sum of the invoice corresponding to the Agreement on which the other party's claim is based, on the understanding that all liability will be limited to a sum of EUR 40,000.



Article 10 Default and termination

1. In the event that the other party fails to comply, fails to comply properly or fails to comply on time with any obligation arising for the other party from the Agreement concluded with Troost JACK and/or the law, the other party will be in default *de jure* and Troost JACK will be entitled to suspend the implementation of the Agreement and/or to fully or partly terminate the Agreement and any directly related Agreements without Troost JACK being obliged to pay any compensation and without prejudicing the further rights of Troost JACK.
2. In the event that the other party is in default, it will owe Troost JACK the statutory (commercial) interest as well as all costs both in and out of court incurred by Troost JACK within reason in establishing the liability of the other party and/or in acquiring payment of its claims which are covered by Article 6:96 paragraph 2 of the Dutch Civil Code.
3. In the event of the (provisional) suspension of payment or the bankruptcy of the other party or the closing down or the winding-up of the business of the other party, all Agreements with the other party will be terminated by operation of law, unless Troost JACK notifies the other party within a reasonable term that it requires the observance of (part of) the Agreement(s), in which case without giving notice of default, Troost JACK will be entitled to suspend the implementation of the Agreement(s) concerned until sufficient security has been given with regard to the other party's observance of its obligations, without prejudicing the further rights of Troost JACK.
4. Troost JACK will have the right to terminate the Agreement in the event of the permanent force majeure of the other party. The other party will then compensate all costs incurred and to be incurred by Troost JACK.
5. In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all claims of Troost JACK vis-à-vis the other party will be immediately due and payable.
6. The other party must notify Troost JACK without delay in the event of the attachment of movable or immovable goods owned by Troost JACK and in possession of the other party in connection with the implementation of the Agreement.
7. In the event of bankruptcy or suspension of payment, the other party must notify Troost JACK hereof immediately and show the bailiff, curator or administrator the Agreement without delay, indicating the property rights of Troost JACK.

Article 11 Force majeure

1. In the event of force majeure, Troost JACK will be entitled either to suspend the implementation of the Agreement or to fully or partly terminate the Agreement without the other party being able to claim any compensation vis-à-vis Troost JACK.
2. Force majeure of Troost JACK should be understood to mean:
 - strikes held by the employees of Troost JACK or third parties called in by Troost JACK in



connection with the implementation of the Agreement;

- illness of employees of Troost JACK or third parties called in by Troost JACK in connection with the implementation of the Agreement;

- measures taken and/or prohibitions issued by the Dutch government and/or a foreign government by which Troost JACK is bound;

- unforeseen and unpredictable traffic impediments;

- accident(s) with a means of transport employed in connection with the implementation of the Agreement as well as unforeseen technical defects in these means of transport;

- theft of goods required for the implementation of the Agreement;

- as well as all other unforeseen circumstances that prevent Troost JACK from implementing the Agreement properly and on time and that are not for the account and risk of Troost JACK.

3. In the event that on the commencement of the force majeure, the other party has partly complied with its obligations, Troost JACK will pay the amounts corresponding to the performance carried out by the other party pro rata.

Article 12 Applicable law

1. The legal relationship between Troost JACK and the other party is governed by Dutch law.

Article 13 Disputes

1. Any disputes flowing from an order, a quote, an offer or an Agreement to which these General Purchasing Terms and Conditions apply, including conflicts related to these General Purchasing Terms and Conditions, will be exclusively settled by the competent court in the district where Troost JACK has its registered office, on the understanding that this choice of forum will not affect the right of Troost JACK to settle a dispute by means of arbitration or a binding opinion.
2. In derogation of that stipulated in paragraph 1 of this article, the parties can agree in writing that they will allow the settlement of the dispute to be settled by the competent court in another district.



SALES

Troost JACK with its registered office in ABC Westland 514, Poeldijk as well as its legal successors and affiliated companies, hereinafter to be referred to as '**Troost JACK**', has laid down the following General Terms and Conditions of Sale:

Article 1 Definitions

1. The other party: all (legal) persons entering into an agreement with Troost JACK, or to which Troost JACK makes a special offer and/or gives a quote, as well as their representative(s), authorized agent(s), legal successor(s) and heirs;
2. Agreement: all Agreements realized between Troost JACK and the other party and all modifications or additions thereto as well as all (legal) acts performed in preparation and in implementation of such an Agreement;

Article 2 Applicability

1. These General Terms and Conditions of Sale will apply to all quotes given and special offers made by Troost JACK and all Agreements concluded and orders accepted by Troost JACK. The General Terms and Conditions of Sale thus apply to all (legal) acts (including omissions) of Troost JACK and its relevant other party.
2. Agreements as referred to in paragraph 1 of this article include sale agreements, commission agreements, consignment agreements, framework agreements and related agreements.
3. For the implementation of that stipulated in the Agreement, the other party gives Troost JACK permission to make use of use third parties who are not the employees of Troost JACK. The General Terms and Conditions of Sale also apply to legal acts carried out by these third parties in connection with the fulfilment of obligations to which Troost JACK is subject pursuant to the Agreement.
4. Deviations from and/or additions to any provision in these General Terms and Conditions of Sale will only be binding for Troost JACK if these deviations and/or additions have been agreed on explicitly between Troost JACK and the other party, without reservation and in writing. Any deviations and/or additions agreed on will only apply to the Agreement concerned.
5. In the event that and insofar as on accepting a quote or an offer or entering into an agreement the other party refers to general terms and conditions other than the General Terms and Conditions of Sale of Troost JACK with a view to applying these general terms and conditions to the Agreement, other general terms and conditions than these General Terms and Conditions of Sale will only apply to the Agreement if Troost JACK has accepted such general terms and conditions without reservation and in writing.
6. In the event that following the intervention of a judicial authority, any provision of these General Terms and Conditions of Sale appears to be null and void, solely the provision concerned will



cease to apply. All other provisions will continue to apply without prejudice.

Article 3 Offers and prices

1. All agreements concluded by Troost JACK are deemed to have been realized at the business address of Troost JACK, namely Poeldijk, both with regard to the implementation and the payment of the Agreement.
2. All sums mentioned in quotes, special offers, Agreements and orders will be given in Euros unless the parties have agreed otherwise in writing. Moreover, all sums mentioned are exclusive of transport costs and turnover tax, unless the parties have agreed otherwise in writing.
3. All offers made by Troost JACK are without obligation.
4. Troost JACK retains the right to refuse orders without giving any reason.
5. Troost JACK is not obliged to keep to an offer and/or an agreement for a specified price if this price is based on a misprint and/or a writing error.

Article 4 Agreement

1. In the event that a quote contains an offer without obligation which is accepted by a third party (the other party), Troost JACK will have the right to revoke the offer within two working days of having received such acceptance.
2. The other party will receive written confirmation of the order or a written record of the Agreement from Troost JACK. This written record can consist of the invoice and/or purchase order.
3. If after the Agreement has been realized the parties agree on further and/or additional agreements or modifications, these will only be binding if and insofar as these agreements have been laid down in writing. In this case too, the written record can consist of the invoice and/or purchase order.

Article 5 Cancellation of the Agreement

1. The other party can only cancel the Agreement if this takes place in writing prior to the commencement of the implementation of the Agreement. With due observance of that stipulated hereinafter, in the event of a cancellation, all preparatory expenses incurred by Troost JACK will be charged to the other party at all times.
2. In the event that the Agreement is cancelled within 72 hours prior to the time of delivery agreed on, in addition to the preparatory expenses, the other party will owe compensation set at 50% of the price agreed. If the Agreement is cancelled later than 24 hours prior to the time of delivery, the other party will owe the full price agreed.
3. In the event that the Agreement is cancelled, regardless of the date on which the cancellation takes place, the other party will be obliged to compensate the costs that Troost JACK must pay third parties arising from and in connection with the cancelled Agreement.



Article 6 Delivery

1. The delivery time agreed is not a strict deadline unless the parties have explicitly agreed otherwise.
2. Insofar as these are within reason, delivery delays will not give the other party the right to terminate the Agreement or to any compensation.
3. Barring notice to the contrary given by the other party, that delivered by Troost JACK must comply with that agreed on by the parties both in terms of number and weight and in terms of requirements prescribed by public and public law. The parties explicitly agree on presumptive evidence with regard hereto.
4. Deliveries will be made to the customer, unless the parties have agreed otherwise in writing with regard hereto. The time of delivery is the time at which the goods are delivered to the customer.
5. In the event that parties have agreed that Troost JACK will store the goods it is to deliver for the other party, either in its own storage space or in that of a third party, the goods will be handed over at the time of their storage.
6. Before fulfilling the obligations it is subject to arising from the Agreement, Troost JACK is entitled to demand sufficient security with regard to the other party's fulfilment of its payment obligations.
7. In the event that the other party still has an obligation to pay Troost JACK any sum, especially if invoices sent by Troost JACK are still partly or fully due, Troost JACK will be entitled to suspend the obligation to deliver until the other party has met all its obligations.
8. All weights of products are to be considered estimates.

Article 7 Acceptance and complaints

1. Immediately following the delivery of the goods agreed by Troost JACK, they must be inspected and verified by the other party. The inspection and verification must be carried out in the presence of the driver. The other party must verify whether the goods delivered comply with that stipulated in the Agreement, namely:
 - a. whether the correct goods have been delivered;
 - b. whether the goods delivered comply with the quality requirements made and agreed with regard thereto, or in other words, the requirements that may be made in connection with normal use and/or commercial purposes;
 - c. whether the goods delivered comply with that agreed on by the parties in terms of quantity (number, amount, weight). If a difference is established by the other party that is less than 10%, the other party will be obliged to fully accept the goods delivered, such for a pro rata reduction of the price agreed.
2. In the event that the goods are delivered ex warehouse, the other party must inspect the goods delivered in the sales space of Troost JACK.



3. Any defects and objections not related to circumstances set out in paragraph 1 of this article under c must be reported to Troost JACK in writing immediately after having been established but within eight hours of delivery at the latest. If Troost JACK has not received a complaint immediately following delivery, the goods will be deemed to have been delivered in conformity with that stipulated in the Agreement and without any defects.
4. As soon as possible after having been established, any complaints concerning defects that are not immediately visible must be communicated to Troost JACK in writing to enable Troost JACK to investigate the justness of the complaints concerned on the spot. The other party must enable Troost JACK to verify that the complaints of the other party are justified. In the event that Troost JACK has not received a written complaint from the other party within eight hours of the delivery, the defect and/or the fault will not be deemed to have been present at the time of the delivery, but the parties will take it for granted that this defect and/or this fault arose after delivery.
5. That stipulated in this article will apply without prejudice in the event that the goods delivered by Troost JACK for the other party are delivered to a third party. The other party can thus at no time argue against Troost JACK that it had not inspected the goods delivered in view of the fact that they were stored with a third party elsewhere.
6. The other party is obliged to keep the goods as a prudent debtor and possessor at all times.

Article 8 Payment

1. Unless the regulation concerned has been departed from, the other party must pay the price agreed on after receiving the invoice related to the delivery without a reduction or claiming compensation within 14 days as of the date of invoice.
2. The setting off by the other party of the sums invoiced by Troost JACK against a counterclaim put forward by the other party or the suspension of payment by the other party in connection with a counterclaim is not permitted, unless Troost JACK has explicitly acknowledged the fact that it is obliged to pay the counterclaim without reservation, or the existence of the counterclaim has been irrevocably established at law.
3. In the event that the term of payment is exceeded, the other party will owe default interest of 1% per month, without prejudicing the other rights of Troost JACK such as the right to compensation for extrajudicial costs and statutory interest.
4. In the event that the term of payment is exceeded, without prior notice of default, the other party will owe statutory commercial interest on the outstanding sum. Insofar as it has been established at law that the Buyer does not owe statutory commercial interest, it will owe Troost JACK the statutory interest concerned.
5. In the event that even after having been put into default by Troost JACK, the other party fails to pay the outstanding sums to Troost JACK, in addition to the total sum due consisting of the outstanding sums increased by the interest payable, it will also be obliged to pay compensation for



extrajudicial collection costs. The sum of the extrajudicial collection costs is set at 15% of the principal sum due.

6. Payment made by the other party will first be applied to settle all interest and costs payable and subsequently for those invoices that have been outstanding for the longest periods. This will also be the case if the other party states that the payment relates to a later invoice.

Article 9 Retention of title

1. Goods delivered by Troost JACK will remain its property up to the time of full payment of all claims of Troost JACK vis-à-vis the other party on the basis of agreements concluded between them, including interests and costs.
2. The other party will only be authorized to resell goods delivered by Troost JACK that are subject to retention of title, as set out in paragraph 1 of this article, if reselling is one of the other party's normal business activities.
3. In the event that the other party fails to observe its obligations, or if Troost JACK has a well-founded fear that the other party is not capable of fulfilling its obligations flowing from the Agreement, or if there is a suspicion that the other party does not wish to fulfil the obligations to which it is subject, Troost JACK will be entitled to take back the goods it has delivered, subject to retention of title mentioned in paragraph 1 of this article, from the other party or from a third party keeping these goods for the other party or to cause these goods to be taken back. The other party will be obliged to cooperate with such action carried out by Troost JACK.
4. In the event that third parties wish to establish or assert a right on the goods delivered by Troost JACK under retention of title, the other party must notify Troost JACK hereof by return of post. The other party must moreover point out to the third party concerned the fact that the goods in question were delivered under retention of title. The other party must provide the third party with the Agreement concluded between the parties from which it is apparent that a retention of title was claimed with regard to the goods delivered.
5. The other party is obliged to cooperate with all measures that Troost JACK wishes to take to protect its property rights with regard to goods it has delivered.

Article 10 Liability and risk

1. In the event that the other party has goods in its possession delivered by Troost JACK which are the property of Troost JACK (including packaging) and/or which are subject to retention of title as referred to in Article 9 of these General Terms and Conditions of Sale, as of the time at which the goods are delivered to it up to the time at which they are returned or the time at which the ownership of these goods is transferred, the other party will be liable for any damage caused by and/or with these goods.
2. In the event that it has goods in its possession that are the property of Troost JACK (including



packaging) and/or which are subject to retention of title as mentioned in Article 9 of these General Terms and Conditions of Sale, the other party will be liable for any loss suffered by Troost JACK as a result of the damage to, the loss of or the destruction of these goods, which loss arose in the period between the time at which Troost JACK delivered the goods and the time at which the goods were returned or the time at which the ownership of the goods was passed.

3. In the event that as a result of circumstances attributable to the other party Troost JACK wishes to make use of its retention of title but nevertheless suffers a loss, the other party will be liable for the loss suffered by Troost JACK.
4. In the event that in the implementation of the Agreement it has goods in its possession (including packaging) which are the property of Troost JACK and/or subject to retention of title as referred to in Article 9 of these General Terms and Conditions of Sale and in the event of theft, loss or damage to the goods supplied to it by Troost JACK, the other party will be obliged to notify Troost JACK hereof immediately. The other party must immediately report theft or acts of war to the police of the municipality where the theft and/or the act of war took place. The other party must provide Troost JACK with a copy of such a report.
5. In the event that Troost JACK has delivered goods to the other party that are the property of a third party, the other party will indemnify Troost JACK against all claims of this third party with regard to damage caused by and/or with the goods that Troost JACK has delivered to the other party, as well as damage caused to the goods supplied by the other party by Troost JACK.
6. In the event that the other party or a third party to which the other party has passed on the goods delivered by Troost JACK makes a recall or causes a recall to be made, Troost JACK will only be able to be held liable for (a part of) the costs thereby incurred if i) it is established that Troost JACK is liable for the circumstances that have led to the recall, and ii) Troost JACK was consulted and had its say before the recall was made and iii) it has been established that the other party acted as a reasonable and reasonably competent professional and attempted to limit the costs incurred in connection with the recall as far as possible.
7. In the event that Troost JACK is liable for any damage, all liability of Troost JACK will be limited to the sum paid out under the public liability insurance of Troost JACK, increased by the own risk under this insurance policy. If for any reason whatsoever no sum is paid out pursuant to this insurance, all liability will be limited to the sum of the invoice corresponding to the Agreement on which the other party's claim is based, on the understanding that all liability will be limited to a sum of EUR 40,000.

Article 11 Force majeure

1. In the event of force majeure, Troost JACK will be entitled either to suspend the implementation of the Agreement or to fully or partly terminate the Agreement without the other party being able to



claim any compensation vis-à-vis Troost JACK.

2. Force majeure of Troost JACK should be understood to mean:
 - strikes held by the employees of Troost JACK or third parties called in by Troost JACK in connection with the implementation of the Agreement;
 - illness of employees of Troost JACK or third parties called in by Troost JACK in connection with the implementation of the Agreement;
 - measures taken and/or prohibitions issued by the Dutch government and/or a foreign government by which Troost JACK is bound;
 - unforeseen and unpredictable traffic impediments;
 - accident(s) with a means of transport employed in connection with the implementation of the Agreement as well as unforeseen technical defects in these means of transport;
 - (attributable) failure to perform by the suppliers of Troost JACK;
 - theft of goods required for the implementation of the Agreement;
 - as well as all other unforeseen circumstances that prevent Troost JACK from implementing the Agreement properly and on time and that are not for the account and risk of Troost JACK.
3. In the event that on the commencement of the force majeure, Troost JACK has already partly met its obligations or can only partly meet its obligations, it will be entitled to send out separate invoices for that supplied and/or the part supplied. The other party will then be obliged to pay the invoice concerned as if a separate Agreement was concerned.
4. All agreements related to the sale of agrarian products are subject to a good harvest. If as a result of a disappointing harvest in terms of the quantity and/or quality of the agrarian products concerned there are fewer products available than could have been expected within reason on concluding the Agreement, also as a result of products having been declared unfit by the authorized bodies, Troost JACK will have the right to reduce the quantity it sells correspondingly. On reducing the quantity supplied, Troost JACK will fully comply with its obligations to deliver. Troost JACK will not then be obliged to supply substitute agrarian products, neither will it be liable for any loss suffered whatsoever.

Article 12 Default and termination

1. In the event that the other party fails to comply, fails to comply properly or fails to comply on time with any obligation arising for the other party from the Agreement concluded with Troost JACK and/or the law, including the obligation to pay on time as included in Article 8 of these General Terms and Conditions of Sale, the other party will be in default *de jure* and Troost JACK will be entitled to suspend the implementation of the Agreement and/or to fully or partly terminate the Agreement and any directly related Agreements without Troost JACK being obliged to pay any compensation and without prejudicing the further rights of Troost JACK.
2. In the event that the other party is in default, it will owe Troost JACK the statutory (commercial)



interest as well as all costs both in and out of court incurred by Troost JACK within reason in establishing the liability of the other party and/or in acquiring payment of its claims which are covered by Article 6:96 paragraph 2 of the Dutch Civil Code.

3. In the event of the (provisional) suspension of payment or the bankruptcy of the other party or the closing down or the winding-up of the business of the other party, all Agreements with the other party will be terminated by operation of law, unless Troost JACK notifies the other party within a reasonable term that it requires the observance of (part of) the Agreement(s), in which case without giving notice of default, Troost JACK will be entitled to suspend the implementation of the Agreement(s) concerned until sufficient security has been given with regard to payment, without prejudicing the further rights of Troost JACK.
4. Troost JACK will have the right to terminate the Agreement in the event of permanent force majeure of the other party. The other party will then compensate all costs incurred and to be incurred by Troost JACK.
5. In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all claims of Troost JACK vis-à-vis the other party will be immediately due and payable and the other party will be obliged to immediately return leased goods or goods for which payment has not yet been received.
6. The other party must notify Troost JACK without delay in the event of the attachment of movable or immovable goods owned by Troost JACK and in possession of the other party in connection with the implementation of the Agreement.
7. In the event of bankruptcy or suspension of payment, the other party must notify Troost JACK hereof immediately and show the bailiff, curator or administrator the Agreement without delay, indicating the property rights of Troost JACK.

Article 13 Packaging

1. In connection with the delivery of its goods, Troost JACK uses packaging. Among other things, packaging includes pallets and crates. In the event that Troost JACK charges a deposit with regard hereto, the packaging will be taken back for the price of the invoice applicable at that time (in the event that business is done in a foreign currency the packaging will be taken back at the exchange rate applicable at the time of delivery). In taking delivery of returned packaging, a fixed sum in compensation may be charged in conformity with the applicable regulations. These regulations will be provided to the other party at its request.
2. The packaging that the other party wishes to return must be clean and fresh enough to be used for freshly edible horticultural products without further action needing to be taken by Troost JACK.
3. In the event that packaging is to be returned by means of the own transport of Troost JACK, the other party must ensure that the packaging is sorted and ready for transport.
4. Packaging not supplied by Troost JACK will only be taken back if and insofar as Troost JACK has



the products concerned in its own assortment and the packaging is in good condition.

Article 14 Industrial and intellectual property rights

1. Troost JACK explicitly reserves any intellectual and/or industrial property rights (trademarks) with regard to the products it supplies.
2. The other party is not permitted to infringe on the intellectual and/or industrial property rights of a third party using the products supplied by Troost JACK. The other party indemnifies Troost JACK against any claims of third parties on the basis of an infringement of intellectual and/or industrial property rights by means of goods delivered by Troost JACK that take place after Troost JACK has delivered the goods to the other party.

Article 15 Applicable law

1. The legal relationship between Troost JACK and the other party is governed by Dutch law.

Article 16 Disputes

1. Any disputes flowing from an order, a quote, an offer or an Agreement to which these General Terms and Conditions of Sale apply, including conflicts related to these General Terms and Conditions of Sale, will be exclusively by the competent court in the district where Troost JACK has its registered office, on the understanding that this choice of forum will not affect the right of Troost JACK to settle a dispute by means of arbitration or a binding opinion.
2. In derogation of that stipulated in paragraph 1 of this article, the parties can agree in writing that they will allow the settlement of the dispute to be settled by the competent court in another district.