

GENERAL SALES CONDITIONS

1. Definitions

1.1. General Terms and Conditions: The general terms and conditions as stated below.

1.2. Seller: Fair-Fruit, a public limited liability company ("naamloze vennootschap") under Belgian law, with registered office at Zwijnaardsesteenweg 316D, 9000 Ghent (Belgium) and registered in the Crossroads Bank for Enterprises under number: 0887.481.209.

1.3. Buyer: The company that wishes to use the services of the Seller as a customer of the Seller.

1.4. Parties: the Seller and the Buyer.

1.5. Incoterms: Incoterms® 2010 determined by the International Chamber of Commerce (ICC).

2. Scope

2.1. The General Terms and Conditions apply to all goods and services that are provided to the Buyer by the Seller (including all agreements and obligations arising therefrom).

2.2. By taking note about (or the possibility of taking note) and the (explicit or implicit) acceptance of the General Terms and Conditions, the Buyer agrees to their application to all deliveries of goods or services as described in Art. 2.1., even if this is not explicitly stated.

2.3. The Seller has the right to update and/or amend these Terms and Conditions. These revised Terms and Conditions apply to all deliveries of goods or services as described in Art. 2.1., and this from the time of taking note of them (or the possibility of taking note of them) and their (explicit or implicit) acceptance.

2.4. All electronic communication between the Seller and the Buyer will be considered to be a 'letter' and/or 'written'. The electronic communication system used by the Seller will serve as the sole proof of the content and the time of delivery and receipt of such electronic communication.

2.5. These General Terms and Conditions can only be modified by the Buyer by an explicit, written agreement. Any conditions submitted by the Buyer will not apply to the Seller.

3. Order and specifications

3.1. No order placed by the Buyer will be considered as accepted by the Seller unless and until it has been expressly confirmed in writing by an authorised representative of the Seller. The specifications of the goods are stated in the sales documents of the Seller, unless explicitly stated otherwise in the Buyer's order (if this deviation has been explicitly accepted by the Seller in writing).

4. Payment

4.1. The Buyer shall pay according to the conditions stated in the order confirmation from the Seller. In the absence of such a notification of payment conditions, the following conditions will apply: payment of 50% upon submission of the documents (not exhaustive and not cumulative: (the bill of lading, the packing list, the EUR1-document and the sales invoice) and 50% within 30 calendar days following the arrival of the goods. Each party shall bear its own costs incurred with regard to the payment.

4.2. If the Buyer fails to meet his contractual obligations, the Seller shall, after notice of default, be entitled to either suspend his obligations or to dissolve the contract without judicial intervention, in the case of failure to comply or adequately comply with the notice of default within 8 calendar days, without prejudice to the right to claim compensation.

4.3. In the case of non-payment of the amount in full or part, the outstanding amount shall be automatically increased, without any notice of default being required, by an annual interest of 10% and a flat-rate compensation of 10%, with a minimum of 150.00 euro.

Any non-payment shall make all outstanding invoices due, and, after notice of default, shall entitle the Seller to either suspend any future deliveries or to dissolve the agreement, without prejudice to the right to compensation.

4.4. All payments by the Buyer shall be made without off-sets or counter-claims.

5. Delivery

5.1. The goods shall be delivered by the Seller at the time stated in the order confirmation, unless otherwise agreed between the parties. This entails a best-effort obligation by the Seller.

5.2. The times or dates of deliveries by the Seller are estimates, and depend on external factors. The Seller will therefore not be liable for any compensation claim or cancellation of the order due to a delay caused by external factors. The Seller is entitled to deliver the goods in parts and to invoice them separately, as stated in the Seller's order confirmation. In the event of a delay in the delivery of the goods, this will not release the Buyer from his obligation to accept the delivery and pay for it.

5.3. The Buyer must ensure that the Seller can deliver the services and/or goods in a normal manner at the agreed place and time, and, among other things, must therefore ensure accessibility to the place of delivery. If this condition is not met, the Buyer will be held liable to compensate the Seller for any damage, including waiting hours, storage costs and any costs that arise for the preservation of the goods.

5.4. If a deviation in the quantity of the goods stated in the confirmation by the Seller is found upon arrival of the goods, this will not give the Buyer the right to not accept the goods. The Buyer is obliged to pay the rate stated in the order confirmation.

6. Cancellation

6.1. An unjustified non-acceptance or rejection of the goods, a cancellation or a refusal of the Seller's confirmation by the Buyer shall entitle the Seller to claim the following from the Buyer, in addition to any other damage arising as a result thereof: (i) full compensation of the agreed sales value of these goods and the additional costs caused by the non-acceptance, rejection, cancellation or refusal; (ii) if the goods can be resold to another party, 30% of the agreed sales value of these goods and the additional costs caused by the non-acceptance, rejection, cancellation or refusal.

7. Disputed invoices

7.1. The Buyer is obliged to immediately check the quality of the delivered products and for any damage on delivery.

7.2. Any defects must be reported to the Seller by registered letter, at the latest 48 hours after the delivery (as stated in Art. 5). The Buyer must enclose a quality report with this letter, in which the quality defects are clearly stated, and should include photos in which these defects are shown. If this was not done, the goods will be considered to have been delivered in good quality and the invoice cannot be further disputed.

7.3. After the above-mentioned period of 48 hours, the Seller is only responsible for any hidden defects that render the item unsuitable for the purpose for which it was intended, insofar as the goods have not been processed in the meantime, and insofar as the Seller was aware of the defects or should have been aware of them. The Buyer shall inform the Seller of the existence of the hidden defect by means of a registered letter containing a detailed description of the defect, at the latest within 14 calendar days following the discovery of the hidden defect. The Buyer must enclose a quality report with this letter, in which the quality defects are clearly stated, and should include photos in which these defects are shown. Complaints due to hidden defects shall not suspend the payment obligation on the part of the Buyer.

7.4. The Seller cannot be held liable for claims made by the end consumers of the Buyer, but only those from the Buyer himself. In this case, the products shall be entirely at the risk and expense of the Buyer.

8. Limitation of liability

8.1. With the exception of what is provided in the previous article, the Seller shall not be held liable towards the Buyer or any other person for any compensation whatsoever that would be the direct or indirect result of the goods or services provided by the Seller. The liability of the Seller is in any case limited to the invoice value of the delivered goods or services.

8.2. Under no circumstances can the Seller be held liable for any special, incidental, indirect, consequential or punitive damage or loss, costs or expenses, such as, but not limited to, loss of revenue, loss of contracts, capital costs, limitation of return or any other losses or consequential damage, damage on the basis of loss of goodwill, lost revenue or profit, interruption of work, disruption of production, damage to other products or otherwise, whether or not arising from or in connection with a breach of warranty, breach of contract, incorrect representation, negligence or otherwise.

8.3. The Seller shall not bear any responsibility whatsoever for the error of its independent agents, not even in the case of deliberate or serious error. In the latter case, the Buyer shall speak directly to the agent in question.

9. Force majeure

9.1. Force majeure shall mean any unforeseen event beyond the reasonable control of the Seller or any unforeseen event - whose consequences could be unreasonable - that arose after the confirmation of the order and that prevent the Seller from implementing the order. If a case of force majeure occurs, the implementation of the obligations of the Seller shall be suspended for a period of the delay caused by the force majeure, and the period of implementation will be automatically extended by the same period, without the application of any penalties.

9.2. The Parties cannot hold each other liable for non-compliance with an obligation due to circumstances that can reasonably be considered to be force majeure.

10. Risk and ownership

10.1. The risk of damage or the loss of the goods is transferred to the Buyer in accordance with the relevant provision of the Incoterms. If the Incoterms are not applicable for any reason whatsoever, this risk is transferred to the Buyer as follows: (i) if the goods must be delivered to the Seller's premises: at the time when the Seller notifies the Buyer that the goods are available for collection; or (ii) if the goods must be delivered by means other than delivery to the Seller's premises: at the time of delivery; or (iii) if the Buyer wrongfully does not accept the delivery of the goods: at the time at which the Seller offered the goods for delivery.

10.2. The goods for which the delivery has been suspended pending payment by the Buyer, as well as the goods for which the delivery was wrongfully rejected or not accepted by the Buyer, will be retained and stored by the Seller at the risk and expense of the Buyer.

10.3. The goods will remain the property of the Seller until full payment of the principal, costs and interests. This reservation of ownership does not affect the transfer of the risk of damage or loss of the goods as stipulated in Art. 10.1 and 10.2.

11. Compliance with legislation and standards

11.1. The Seller neither promises nor declares that the goods will be in accordance with specific legislation or regulations, directives, rules, codes or standards ('legislation and standards'), unless this is specifically stated in the Seller's confirmation or in the specifications. The Buyer acknowledges that the use of the products may be subject to requirements or restrictions imposed by legislation and standards. The Buyer is solely responsible for (i) compliance with all laws and standards with regard to the intended use of the goods; and for (ii) obtaining all the necessary approvals, permissions and authorisations for such use.

12. Independent contractors

12.1. The Seller and the Buyer are independent contractors, and the relationship that is established here is not considered to be a relationship of a principal or representative. No sale to, or obligation of either of the parties with regard to a third party shall bind the other party in any way whatsoever.

13. Non-transferable

13.1. Neither party can transfer rights or obligations in accordance with the confirmation of the Seller without the prior written consent of the other party. The Seller, on the other hand, is entitled to transfer such rights and obligations, in full or in part, to one of its parent companies, subsidiaries or branches, or to a third party that acquires all or a substantial part of the assets or activities of the Seller with regard to the products.

14. Severability and conversion

14.1. If one of the provisions of these terms and conditions is considered to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions between the parties, and this provision will be separated from them. The provisions in question that are considered to be invalid or unenforceable will be converted into provisions that comply with the legal and economic intent of the original provisions to the extent permitted by law.

15. Applicable law and jurisdiction

15.1. All problems, questions and disputes concerning the agreement between the Parties are governed and understood in accordance with Belgian law, and no binding force shall be granted to other regulations or provisions regarding the choice of jurisdiction or conflicting legislation (Belgian, foreign or international, including the UN Convention on the sale of goods (if applicable)), which would make the legislation of another jurisdiction applicable.

15.2. All disputes concerning the agreement between the Parties shall be subject to the jurisdiction of the Courts of Ghent (East Flanders, Ghent department).