



GENERAL TERMS AND CONDITIONS OF SALE

Hoofdman-Roodzant B.V. | Version 2026 - effective as of the date of publication

Hoofdman-Roodzant B.V., having its registered office in Barendrecht at Handelscentrum ZHZ 55, together with its legal successors and affiliated companies (hereinafter: "Hoofdman-Roodzant"), has adopted the following General Terms and Conditions of Sale (hereinafter: the "Terms"). These Terms have been filed with the Chamber of Commerce and are available via the website of Hoofdman-Roodzant.

Article 1 - Definitions

1. In these Terms the following definitions apply:
2. Counterparty: any (legal) person that enters into an Agreement with Hoofdman-Roodzant, or to whom Hoofdman-Roodzant issues a quotation, offer or invitation, together with their representatives, authorised agents, legal successors and heirs.
3. Agreement: any agreement concluded between Hoofdman-Roodzant and the Counterparty, including any modifications and additions thereto, as well as all (legal) acts performed in preparation for or in the performance of such an agreement. This includes sale agreements, commission agreements, consignment agreements, framework agreements and any related agreements.
4. Goods: the products (in particular fresh fruit, vegetables and related horticultural products) delivered or to be delivered by Hoofdman-Roodzant, including packaging.
5. In writing: communications by letter, by e-mail or via any other electronic means of communication agreed between the parties, including via a customer portal or EDI. Electronic communications are deemed to be 'in writing' within the meaning of these Terms.

Article 2 - Applicability

1. These Terms apply to all quotations, offers, Agreements, orders and deliveries of Hoofdman-Roodzant, and to all (legal) acts (including omissions) of Hoofdman-Roodzant and the Counterparty in connection therewith.
2. For the performance of the Agreement, the Counterparty authorises Hoofdman-Roodzant to engage third parties that are not employees of Hoofdman-Roodzant. These Terms also apply to legal acts carried out by such third parties in connection with the performance of obligations for which Hoofdman-Roodzant is responsible under the Agreement.
3. Deviations from and/or additions to any provision of these Terms are only binding on Hoofdman-Roodzant if expressly agreed between Hoofdman-Roodzant and the Counterparty in writing, without reservation. Agreed deviations and/or additions apply only to the Agreement to which they relate.



4. The applicability of any general terms and conditions used by the Counterparty is expressly rejected. Such conditions only apply to the Agreement if and insofar as Hoofdman-Roodzant has accepted them in writing without reservation.
5. If any provision of these Terms is or becomes void, null, invalid or unenforceable, in whole or in part, the remaining provisions shall remain in full force. The parties shall in such event consult with each other in order to agree on a new provision which approximates as closely as possible the purpose and intent of the original provision.
6. The most recent version of these Terms applies to each Agreement. Hoofdman-Roodzant may amend these Terms; the amended version applies to Agreements concluded after the date of publication of the amendment.

Article 3 - Quotations and prices

1. All Agreements concluded by Hoofdman-Roodzant are deemed to have been concluded at the business address of Hoofdman-Roodzant, namely Handelscentrum ZHZ 55, 2991 LD Barendrecht, both with regard to performance and payment.
2. All amounts stated in quotations, offers, Agreements and orders are denominated in Euros, unless the parties have agreed otherwise in writing. All amounts are exclusive of transport costs, duties, levies and VAT, unless expressly stated otherwise.
3. All quotations and offers made by Hoofdman-Roodzant are without obligation and revocable, unless the quotation or offer states a binding acceptance period.
4. Hoofdman-Roodzant is entitled to refuse orders without giving reasons, in particular where an order is incompatible with applicable sanctions, export controls, food safety requirements or the compliance policy of Hoofdman-Roodzant.
5. Hoofdman-Roodzant is not bound by any offer and/or Agreement for a specific price if that price is based on a manifest typographical or computational error, provided that Hoofdman-Roodzant notifies the Counterparty of the error within a reasonable period.
6. If, after the date of the quotation or the conclusion of the Agreement, cost price-determining factors change - including but not limited to purchase prices, energy prices, transport costs, exchange rates, duties, levies and statutory charges - Hoofdman-Roodzant is entitled to adjust the agreed prices accordingly, subject to prior notification to the Counterparty.

Article 4 - Formation of the Agreement

1. If a quotation contains an offer without obligation which is accepted by the Counterparty, Hoofdman-Roodzant is entitled to revoke the offer within two working days of receiving such acceptance.



2. The Counterparty will receive written confirmation of the order or a written record of the Agreement from Hoofdman-Roodzant. Such record may consist of the invoice and/or purchase order and may be provided by electronic means.
3. Any further and/or supplementary agreements, or amendments, concluded after the Agreement has been formed, are only binding if and insofar as they have been recorded in writing. Here too, the written record may consist of the invoice and/or purchase order.
4. Orders placed via electronic means (including EDI, customer portals or e-mail) are equivalent to orders placed in writing. The electronic records of Hoofdman-Roodzant provide conclusive evidence of the content of the Agreement, subject to proof to the contrary.

Article 5 - Cancellation of the Agreement

1. The Counterparty may cancel the Agreement only in writing and prior to the commencement of performance by Hoofdman-Roodzant. Without prejudice to the following paragraphs, all preparatory expenses incurred by Hoofdman-Roodzant will in all cases be charged to the Counterparty in the event of cancellation.
2. If the Agreement is cancelled within 72 hours prior to the agreed time of delivery, the Counterparty shall - in addition to the preparatory expenses - owe compensation of 50% of the agreed price. If the Agreement is cancelled later than 24 hours prior to the agreed time of delivery, the Counterparty shall owe the full agreed price, based on the incoterms agreed.
3. Irrespective of the date of cancellation, the Counterparty is obliged to reimburse the costs that Hoofdman-Roodzant has to pay to third parties in connection with the cancelled Agreement, including costs relating to perishable Goods already procured.
4. Given the perishable nature of the Goods, a statutory right of withdrawal does not apply. The Counterparty expressly waives any statutory right of cancellation to the extent that it could invoke such a right under applicable law.

Article 6 - Delivery

1. The agreed delivery time is not a strict deadline, unless the parties have expressly agreed otherwise in writing.
2. Reasonable delays in delivery do not entitle the Counterparty to terminate the Agreement or to claim any compensation.
3. Unless notified otherwise by the Counterparty, the Goods delivered by Hoofdman-Roodzant are deemed to comply with the Agreement in terms of quantity, weight and requirements prescribed by public law. The parties expressly agree on prima facie evidence in this respect.



4. Unless the parties have agreed otherwise in writing, delivery takes place in accordance with the Incoterms rule most recently published by the ICC, as specified in the Agreement or on the order confirmation. In the absence of such specification, delivery takes place FCA Barendrecht (Incoterms 2020).
5. If the parties have agreed that Hoofdman-Roodzant will store the Goods to be delivered for the Counterparty, whether in its own storage space or that of a third party, the Goods are deemed to have been delivered at the moment of storage.
6. Before performing its obligations under the Agreement, Hoofdman-Roodzant is entitled to require adequate security for the fulfilment by the Counterparty of its payment obligations.
7. If the Counterparty has any outstanding payment obligations towards Hoofdman-Roodzant, in particular where invoices issued by Hoofdman-Roodzant remain partly or fully unpaid, Hoofdman-Roodzant is entitled to suspend its obligation to deliver until the Counterparty has fulfilled all its obligations.

Article 7 - Acceptance and complaints

1. Immediately upon delivery of the Goods, the Counterparty must inspect and verify them. Inspection and verification must take place in the presence of the driver. The Counterparty shall verify whether the Goods comply with the Agreement, in particular whether: (a) the correct Goods have been delivered; (b) the Goods comply with the quality requirements agreed and with requirements that may reasonably be expected in connection with normal use and/or commercial purposes; and (c) the Goods comply with what has been agreed in terms of quantity (number, amount, weight).
2. If the Goods are delivered ex warehouse, the Counterparty shall inspect the Goods at the sales premises of Hoofdman-Roodzant.
3. Any defects and objections not relating to the circumstances referred to in paragraph 1(c) must be reported to Hoofdman-Roodzant in writing immediately upon discovery, but in any event no later than twenty-four (24) hours after delivery. If Hoofdman-Roodzant has not received a complaint within that period, the Goods shall be deemed to have been delivered in conformity with the Agreement and without defects.
4. Complaints concerning defects that are not immediately visible must be communicated to Hoofdman-Roodzant in writing as soon as possible after discovery, so as to enable Hoofdman-Roodzant to investigate the complaint on site. The Counterparty shall enable Hoofdman-Roodzant to verify the complaint. If Hoofdman-Roodzant has not received a written complaint from the Counterparty within twenty-four (24) hours after delivery, the defect and/or fault shall not be deemed to have been present at the time of delivery and the parties shall take it for granted that such defect and/or fault arose after delivery.



5. The provisions of this article apply in full if the Goods delivered by Hoofdman-Roodzant to the Counterparty are onward-delivered to a third party. The Counterparty may at no time invoke against Hoofdman-Roodzant the fact that it has not inspected the Goods because they were stored with a third party elsewhere.
6. The Counterparty is obliged to keep the Goods as a diligent debtor and custodian at all times, and in particular to observe the required cooling, handling and hygiene conditions applicable to fresh produce.
7. Submitting a complaint does not suspend the payment obligations of the Counterparty. Set-off against the complaint is not permitted unless expressly accepted by Hoofdman-Roodzant in writing.

Article 8 - Payment

1. Unless agreed otherwise, the Counterparty shall pay the agreed price within 30 days of the invoice date, without any reduction, discount, set-off or suspension.
2. Set-off by the Counterparty of amounts invoiced by Hoofdman-Roodzant against a counterclaim, or suspension of payment by the Counterparty in connection with a counterclaim, is not permitted, unless Hoofdman-Roodzant has expressly and without reservation acknowledged in writing that it owes the counterclaim, or unless the existence of the counterclaim has been established by an irrevocable court decision.
3. In the event of exceeding the payment term, the Counterparty shall owe default interest of 1% per month (whereby part of a month counts as a full month), without prejudice to the other rights of Hoofdman-Roodzant, including the right to compensation for extrajudicial costs and statutory (commercial) interest.
4. If the payment term is exceeded, the Counterparty shall - without any further notice of default being required - owe statutory commercial interest on the outstanding amount. Insofar as it has been established in law that the Counterparty does not owe statutory commercial interest, statutory interest will be payable.
5. If, even after having been put into default by Hoofdman-Roodzant, the Counterparty fails to pay the outstanding amounts, it shall - in addition to the principal sum and the interest due - be obliged to pay compensation for extrajudicial collection costs. These costs are calculated in accordance with the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten), with a minimum of EUR 75, and are not less than the percentages laid down in that Decree. If the actual extrajudicial costs reasonably incurred by Hoofdman-Roodzant exceed the amount resulting from that Decree, the actual costs shall be payable.
6. Payments made by the Counterparty shall first be applied to settle the costs payable,



then the interest, and then the invoices that have been outstanding the longest, irrespective of any contrary instruction given by the Counterparty.

7. Hoofdman-Roodzant is entitled to send invoices exclusively by electronic means. The Counterparty hereby agrees to the receipt of electronic invoices.

Article 9 - Retention of title

1. Goods delivered by Hoofdman-Roodzant remain its property until all claims of Hoofdman-Roodzant against the Counterparty under Agreements concluded with the Counterparty, including interest and costs, have been paid in full.
2. The Counterparty is only authorised to resell Goods delivered under retention of title insofar as reselling forms part of its normal business operations.
3. If the Counterparty fails to comply with its obligations, or if Hoofdman-Roodzant has well-founded reason to fear that the Counterparty will not be able or willing to fulfil its obligations, Hoofdman-Roodzant is entitled to take back - or cause to be taken back - the Goods delivered under retention of title from the Counterparty or from any third party holding such Goods on behalf of the Counterparty. The Counterparty shall cooperate with such action.
4. If third parties wish to establish or invoke any right in respect of Goods delivered by Hoofdman-Roodzant under retention of title, the Counterparty shall notify Hoofdman-Roodzant thereof by return. The Counterparty shall further inform the third party concerned that the Goods were delivered under retention of title and shall provide the third party with the Agreement from which the retention of title appears.
5. The Counterparty is obliged to cooperate with all measures that Hoofdman-Roodzant wishes to take to protect its property rights in respect of the Goods delivered, including the granting of access for the purpose of inspection and reclaiming.

Article 10 - Liability and risk

1. From the moment of delivery until the Goods are returned or ownership is transferred, the Counterparty is liable for any damage caused by and/or in connection with the Goods delivered by Hoofdman-Roodzant - including packaging and Goods subject to retention of title as referred to in Article 9.
2. The Counterparty is liable for any loss suffered by Hoofdman-Roodzant as a result of damage to, loss of or destruction of Goods owned by Hoofdman-Roodzant and/or subject to retention of title, which loss arises in the period between delivery and the return or transfer of ownership of those Goods.
3. If, due to circumstances attributable to the Counterparty, Hoofdman-Roodzant wishes to invoke its retention of title but nevertheless suffers a loss, the Counterparty is liable for that loss.



4. In the event of theft, loss or damage to Goods owned by Hoofdman-Roodzant or subject to retention of title, the Counterparty shall immediately notify Hoofdman-Roodzant. Theft and acts of war shall be reported immediately to the competent police authority of the municipality where the event took place. The Counterparty shall provide Hoofdman-Roodzant with a copy of the official report.
5. If Hoofdman-Roodzant has delivered to the Counterparty Goods that are the property of a third party, the Counterparty indemnifies Hoofdman-Roodzant against all claims of that third party in respect of damage caused by and/or in connection with the Goods, as well as damage to the Goods caused by the Counterparty.
6. If the Counterparty or a third party to which the Counterparty has onward-delivered the Goods initiates or causes a recall, Hoofdman-Roodzant can only be held liable for (part of) the costs of such recall if: (i) it has been established that Hoofdman-Roodzant is responsible for the circumstances leading to the recall; (ii) Hoofdman-Roodzant was consulted and heard before the recall was initiated; and (iii) it has been established that the Counterparty has acted as a reasonable and reasonably competent professional and has attempted to limit the costs of the recall as far as possible.
7. Any liability of Hoofdman-Roodzant is limited to the amount paid out in the relevant case under its public liability insurance, reduced by the applicable deductible. If, for whatever reason, no payment is made under the insurance, any liability shall be limited to the amount of the invoice relating to the Agreement on which the claim of the Counterparty is based, with an absolute maximum of EUR 40,000 per event or series of connected events.
8. Hoofdman-Roodzant shall in no event be liable for indirect damage or consequential loss, including but not limited to loss of profit, loss of turnover, loss of savings, loss of goodwill, loss of customers, reputational damage, stagnation damage and claims of third parties.
9. Any claim for damages against Hoofdman-Roodzant lapses by the mere expiry of twelve (12) months after the claim arose, unless the Counterparty has in the meantime brought a legal action in respect of that claim.
10. The exclusions and limitations of liability in this article do not apply if the damage is the result of wilful misconduct or deliberate recklessness on the part of the management of Hoofdman-Roodzant.

Article 11 - Force majeure

1. In the event of force majeure, Hoofdman-Roodzant is entitled to suspend performance of the Agreement or to terminate the Agreement, in whole or in part, without the Counterparty being entitled to claim any compensation from Hoofdman-Roodzant.



2. Force majeure on the part of Hoofdman-Roodzant is understood to mean, among other things:
 - strikes by employees of Hoofdman-Roodzant or of third parties engaged in connection with the performance of the Agreement;
 - illness of employees of Hoofdman-Roodzant or of third parties engaged in connection with the performance of the Agreement, as well as pandemics, epidemics and related governmental measures;
 - measures taken and/or prohibitions imposed by any Dutch or foreign government binding on Hoofdman-Roodzant, including sanctions, export or import restrictions, phytosanitary measures and customs measures;
 - unforeseen and unpredictable disruptions of transport, infrastructure or logistics chains, including port congestion and border closures;
 - accidents affecting a means of transport used in connection with the performance of the Agreement, as well as unforeseen technical defects in such means of transport;
 - attributable or non-attributable failure by suppliers of Hoofdman-Roodzant;
 - theft of Goods or of means required for the performance of the Agreement;
 - disruption of energy supply or IT systems, cyber incidents, ransomware attacks or other disruptions of digital infrastructure;
 - extreme weather conditions, natural disasters, crop failure and other climate-related events;
 - war, terrorism, civil unrest and comparable circumstances;
 - any other unforeseen circumstances preventing Hoofdman-Roodzant from performing the Agreement properly and on time and which are not for the account and risk of Hoofdman-Roodzant.
3. If, at the commencement of the force majeure, Hoofdman-Roodzant has already partially performed its obligations, or can only perform them in part, it is entitled to invoice separately for the part performed and/or deliverable. The Counterparty is obliged to pay that invoice as if it related to a separate agreement.
4. All Agreements for the sale of agrarian products are concluded subject to a good harvest. If, due to a disappointing harvest in terms of quantity and/or quality, or as a result of products being declared unfit by competent authorities, fewer products are available than could reasonably have been expected at the time of the conclusion of the Agreement, Hoofdman-Roodzant is entitled to reduce the quantity it sells correspondingly. By reducing the quantity delivered accordingly, Hoofdman-Roodzant shall have fully discharged its delivery obligation. Hoofdman-Roodzant is in that case not obliged to deliver substitute agrarian products, nor shall it be liable for any loss whatsoever.



5. If the force majeure situation lasts longer than sixty (60) days, each of the parties is entitled to terminate the Agreement in writing, without the parties owing each other any compensation in connection therewith.

Article 12 - Default and termination

1. If the Counterparty fails to fulfil any obligation arising from the Agreement and/or the law - including the obligation to pay on time under Article 8 - fails to do so properly, or fails to do so in time, the Counterparty shall be in default by operation of law, and Hoofdman-Roodzant shall be entitled to suspend performance of the Agreement and/or to terminate the Agreement and any directly related Agreements in whole or in part, without Hoofdman-Roodzant being obliged to pay any compensation and without prejudice to its other rights.
2. In the event of default of the Counterparty, the Counterparty shall owe Hoofdman-Roodzant statutory (commercial) interest as well as all costs in and out of court reasonably incurred by Hoofdman-Roodzant in establishing liability and/or in obtaining payment of its claims, as referred to in Article 6:96(2) of the Dutch Civil Code.
3. In the event of (provisional) suspension of payment or bankruptcy of the Counterparty, the closing down or winding-up of its business, the imposition of an attachment on a substantial part of its assets, or the application of any comparable foreign regime, all Agreements with the Counterparty shall be terminated by operation of law, unless Hoofdman-Roodzant notifies the Counterparty within a reasonable term that it requires performance of (part of) the Agreement(s). In the latter case, Hoofdman-Roodzant is entitled, without notice of default, to suspend performance of the Agreement(s) concerned until adequate security has been given for payment, without prejudice to its other rights.
4. Hoofdman-Roodzant has the right to terminate the Agreement in the event of permanent force majeure affecting the Counterparty. The Counterparty shall then compensate all costs incurred and to be incurred by Hoofdman-Roodzant.
5. In each of the cases referred to in paragraphs 1, 2, 3 and 4, all claims of Hoofdman-Roodzant against the Counterparty shall be immediately due and payable, and the Counterparty shall be obliged immediately to return Goods that have been leased or for which payment has not yet been received.
6. The Counterparty shall notify Hoofdman-Roodzant without delay of any attachment on movable or immovable assets owned by Hoofdman-Roodzant and in the possession of the Counterparty in connection with the performance of the Agreement.
7. In the event of bankruptcy or suspension of payment, the Counterparty shall notify Hoofdman-Roodzant immediately and shall, without delay, draw the attention of the



bailiff, receiver or administrator to the Agreement, indicating the property rights of Hoofdman-Roodzant.

Article 13 - Packaging

1. In connection with the delivery of its Goods, Hoofdman-Roodzant uses packaging. Packaging includes, without limitation, pallets and crates. Where Hoofdman-Roodzant charges a deposit, the packaging shall be taken back at the invoice price applicable at that time (in the event of business in foreign currency, packaging shall be taken back at the exchange rate applicable at the time of delivery). When accepting returned packaging, a fixed handling charge may be applied in accordance with the applicable regulations. These regulations will be made available to the Counterparty upon request.
2. Packaging that the Counterparty wishes to return must be clean, undamaged and fresh enough to be used for freshly edible horticultural products without any further action being required from Hoofdman-Roodzant.
3. If packaging is to be returned by means of transport organised by Hoofdman-Roodzant, the Counterparty shall ensure that the packaging is sorted and ready for transport.
4. Packaging not supplied by Hoofdman-Roodzant will only be taken back if and insofar as the products in question form part of the standard assortment of Hoofdman-Roodzant and the packaging is in good condition.
5. The Counterparty shall comply with all applicable statutory and regulatory obligations in respect of packaging, including those relating to waste, recycling and producer responsibility, and shall indemnify Hoofdman-Roodzant against any claims arising from non-compliance on the part of the Counterparty.

Article 14 - Industrial and intellectual property rights

1. Hoofdman-Roodzant expressly reserves all intellectual and/or industrial property rights (including trademarks, designs, plant breeders' rights and know-how) in respect of the products it supplies and the materials it uses.
2. The Counterparty is not permitted to use the products supplied by Hoofdman-Roodzant in such a way as to infringe any intellectual and/or industrial property rights of a third party. The Counterparty indemnifies Hoofdman-Roodzant against any claims of third parties based on infringement of intellectual and/or industrial property rights by means of Goods delivered by Hoofdman-Roodzant, occurring after the delivery of those Goods to the Counterparty.
3. The Counterparty shall not remove, alter or cover any indication of intellectual or industrial property rights of Hoofdman-Roodzant or its suppliers on the Goods, their packaging or accompanying documentation.



Article 15 - Compliance, sustainability and confidentiality

1. Each party shall comply with all laws and regulations applicable to it in connection with the Agreement, including legislation relating to food safety, traceability, product liability, customs, export control, international sanctions, anti-bribery and anti-corruption, anti-money laundering, competition and human rights.
2. The Counterparty endorses the principles laid down in the supplier code of conduct and sustainability policy of Hoofdman-Roodzant, as published from time to time, and shall make reasonable efforts to apply equivalent principles in its own supply chain, including those relating to responsible sourcing, due diligence and reporting obligations under applicable ESG legislation.
3. Each party shall treat as confidential all non-public information received from the other party in connection with the Agreement and shall only use such information for the purposes of the Agreement. This obligation continues to apply for three (3) years after termination of the Agreement.
4. Insofar as personal data are processed in the context of the Agreement, the parties shall comply with applicable data protection legislation, including the General Data Protection Regulation (GDPR). Where necessary, the parties shall conclude a separate data processing agreement.
5. Hoofdman-Roodzant is entitled, without the prior consent of the Counterparty, to assign or transfer the Agreement or any rights and obligations thereunder to an affiliated company or to a third party in the context of a (partial) transfer of its business. The Counterparty may only assign or transfer its rights and obligations under the Agreement with the prior written consent of Hoofdman-Roodzant.

Article 16 - Applicable law

1. The legal relationship between Hoofdman-Roodzant and the Counterparty is governed exclusively by Dutch law.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is expressly excluded.

Article 17 - Disputes

1. Any dispute arising from an order, quotation, offer or Agreement to which these Terms apply, including disputes relating to these Terms, shall be submitted exclusively to the competent court in the district in which Hoofdman-Roodzant has its registered office, without prejudice to the right of Hoofdman-Roodzant to submit the dispute to arbitration or to a binding opinion, or to the competent court of the place of establishment of the Counterparty.



2. By way of derogation from paragraph 1, the parties may agree in writing that a dispute will be submitted to the competent court of another district or to arbitration.

Article 18 - Final provisions

1. In the event of any discrepancy between different language versions of these Terms, the Dutch-language version shall prevail.
2. Notices and communications between the parties in connection with the Agreement shall be made in writing and shall be deemed to have been received: (i) upon delivery, if delivered in person or by courier; (ii) on the third working day following dispatch, if sent by registered post; and (iii) on the day of dispatch, if sent by e-mail, provided that dispatch can be demonstrated.
3. These Terms have been filed with the Chamber of Commerce and are available on the website of Hoofdman-Roodzant.