

# GENERAL CONDITIONS

## LOGIFOUR B.V.



### Our general conditions provide clarity and transparency

LogiFour B.V. highly values open, clear and transparent communication with its customers: we would like to inform you about what we do and our agreements with you. One of the ways in which we can provide that clarity and transparency is to work with clear agreements. We therefore perform our work solely based on the following general conditions:

1. These conditions apply to all our services and activities that we carry out for our customers, at the exclusion of our customers' conditions.
2. If LogiFour B.V. uses the services of auxiliary persons or third parties to carry out its assignment, at its own discretion, the relationship between LogiFour B.V. and its customers will be governed by the conditions of those auxiliary persons and third parties and by the customary conditions in the sector. If such auxiliary person or third person wishes to limit its liability, LogiFour B.V. is authorised to accept that restriction of liability also on behalf of the customer.
3. All assignments for receiving and packaging produce, sorting, labelling, marking, weighing, unloading, and loading lorries or containers and additional work assigned to LogiFour B.V., must be carried out as chargeable to LogiFour B.V.'s customer. The produce entrusted by the customer to LogiFour B.V. remains at the customer's risk at all times.
4. LogiFour B.V. is liable for loss resulting from the value impairment of produce entrusted to it, but only if that damage or loss is caused by attributable shortcomings on the side of LogiFour B.V. or its auxiliary persons, taking into account the restrictions and exclusion of liability set out below in these conditions.
5. LogiFour B.V. is not liable for damage caused by the loss or impairment in quality, weight, status, change in appearance or colour, taste or other decline that is related to the nature, status or type of the produce received from the customer.
6. Organic produce is subject to weight changes and further to the provision in Article 5, LogiFour is therefore not liable either for any loss incurred by the customer due to a loss of weight in the produce after packaging, for example, due to the weight indicated on the package derogating from the actual weight at any point after packaging. The customer itself must give instructions for an adjusted higher weight at the time of packaging, in anticipation of potential weight loss of the produce.
7. LogiFour B.V. is not liable for any other loss incurred by the customer, such as loss of profit, the cost of recovering produce that is not adequately packaged, wrongly labelled or incorrectly marked, for consequential loss or for any other loss at all.
8. In the event LogiFour B.V. is liable for any damage, its cumulative liability towards customers and third parties, based on any legal ground at all, is limited to double the invoiced amount or that part of the invoiced amount that relates to the party or parties concerned for which the order was issued, as part of which the loss was incurred, up to a maximum of EUR 15,000 (fifteen thousand euros) per loss event or series of loss events resulting from the same cause.
9. The restrictions of liability in these general conditions also apply if LogiFour B.V. is held liable for errors made by the auxiliary persons and/or third parties it engages, as well as for damage caused in the event any equipment and machinery, packaging materials, software, database, or communications over the Internet used by LogiFour B.V. to carry out the order malfunction or fail.
10. If it is temporarily or otherwise impossible to carry out part or all of the order as a result of force majeure, LogiFour B.V. is not liable for any loss the customer incurs as a result. In these terms and conditions, force majeure is defined as any circumstances over which LogiFour B.V. has no control and that are not at its risk, including but not limited to employee sickness, war, insurrection, strikes, government measures, fire, a shortage of raw materials, power cuts, flooding, machinery and equipment defects, irregularities or problems with the transport and/or the delivery of materials and other goods, needed to carry out the order, also with regard to the involvement of suppliers.
11. Liability for loss caused by deliberate intent, equivalent gross negligence or actions by auxiliary persons or third parties is excluded.
12. Unless agreed otherwise, insurance against fire damage is never included in the order. LogiFour B.V. is not liable for any loss caused to stored produce, nor for loss referred to in Article 7 if it is caused by or related to fire. Liability for loss caused by fire damage or equivalent gross negligence by employees, auxiliaries or third parties is excluded.
13. If LogiFour B.V. is expected to be responsible for the customer's crates or other packaging upon the customer's request, LogiFour B.V. is entirely free to decide where it is sourced from, unless specific instructions were explicitly issued. The purchase and use of such packaging is for the customer's account at all times.
14. All invoices must be paid within the term indicated on the invoice without delay or offset.
15. All extrajudicial costs and court costs incurred by LogiFour B.V.

are payable by the customer, if LogiFour B.V. takes action to recover debts.

16. LogiFour B.V. is entitled to exercise a right of retention towards the customer or towards any third party that demands the surrender of a product entrusted to it, until all outstanding invoices are settled, including interest and costs.
17. When delivering to the customer or the customer's clients, LogiFour B.V. acts as the customer's representative, and at the customer's risk and expense.
18. Upon receipt and delivery of goods, LogiFour B.V. shall inspect them - insofar as feasible - to verify the quantity and to inform the customer of any visibly detectable damage, without accepting any liability in that respect; it is then be up to the customer to take the necessary steps at its own discretion and as it sees fit, such as engaging an expert.
19. If the quantity of produce offered derogates from the quantity of produce for which a treatment was ordered by more than 3%, LogiFour B.V. is entitled to invoice the customer for the additional costs it incurred, for example, for taking on additional staff or for using more space, capacity, material, etc.
20. The customer is obliged to examine any produce upon delivery to the customer, to the customer's transport company or client, or to the transport company engaged by LogiFour B.V. at the customer's request, for externally visible damage or defects. Complaints must be reported to LogiFour B.V. within 24 hours from the aforementioned delivery. This is a deadline. Any liability

for damage reporting after that period is excluded.

21. The customer is liable to LogiFour B.V. for damage resulting from defects in the produce and/or packaging received by LogiFour B.V. for treatment. The customer is liable for damage caused by its employees or by third parties or auxiliary persons engaged by the customer. The customer indemnifies LogiFour B.V. against all third party claims that are in any way related to the work carried out for the customer.
22. All costs related to the disposal and/or destruction of goods or packaging material are payable by the customer and must be paid directly to LogiFour B.V. by the customer without delay or offset.
23. If any provision of these conditions cannot be applied in part or in full, the other provisions shall remain in full effect, and LogiFour B.V. and the customer must act as much as possible in the spirit of the provision that remained inapplicable.
24. All agreements that you enter into with us are governed by Dutch law. Any disputes arising from or concerning agreements entered into with us will initially solely be adjudicated by the competent division of The Hague Court.