

Welcome to Service2Fruit B.V. and Service2Trees B.V., the online trading platforms where professional parties, such as producers, purchasers and traders, trade agricultural products (www.service2fruit.com/www.service2trees.com). Support services, such as purchase and/or sale brokerage activities, quality control, sorting, packing, transport and credit financing, as offered by professional service parties, can also be arranged via the digital market places of Service2Fruit B.V. and Service2Trees B.V. The financial aspects of purchases, sales and services are processed via Service2Trust B.V., a company that is independent of Service2Fruit B.V. and Service2Trees B.V.

GENERAL TERMS AND CONDITIONS OF SERVICE2FRUIT B.V. AND SERVICE2TREES B.V.

having its registered office in Geldermalsen and registered at the Chamber of Commerce for the Netherlands under number 55535348 and number 68255144

1. DEFINITIONS / APPLICABILITY

1.1. In these conditions, the following terms have the meanings given:

- Agreement with S2F/S2T: the Terms and Conditions, the Form, the Credit Financing Form and/or any other provision or statement which has been declared to be applicable to the legal relationship between S2F/S2T and the User or between S2F/S2T and the Service Provider and which relates to the use of the Website, the Auction, the application for Credit Financing, the Feedback System and the Services;
- Agreement between Users: the agreement formed between the Offeror and Purchaser;
- Auction: the digital market place which S2F/S2T has created and made available and where the Offer and the Bid take place and where Services are offered and Credit Financing for Bids and Services can be requested;
- Bid: an offer by a Purchaser for Products at the Auction;
- Bid Period: the period during which Bids for Products can be placed on the Website;
- Cold Storage Sale: unsorted fruit and crops traded by the Users through the Auction on the Website;
- Consumer: any natural person who does not trade within the framework of a profession or company;
- Credit Financing: the credits granted by S2Finance to the Purchaser that for the purpose of the agreement(s) to be concluded between the Purchaser and the Offeror(s) and/or the Service Provider(s) will be used exclusively to purchase Products via the Auction and to finance purchased Services. A Credit Financing Application can only be granted by S2Finance if its credit insurer(s) has/have given prior approval in writing as regards that Purchaser;
- Credit Financing Form: the electronic document by which a User gives notice of a wish to purchase Products and/or Services with the help of Credit Financing;
- Dispute: a dispute with regard to the rights and obligations directly arising from the transaction between the Offeror and the Purchaser, or the User and the Service Provider or the User and S2F or S2T;
- Feedback System: the system created and maintained by S2F and S2T in which the registered experiences of Users and Service Providers are stored and displayed;
- Form: the electronic document with which any User and Service Provider registers with a view to accessing the Auction, placing an Offer, making a Bid, using the Feedback System and for making use of Services, and which includes the details needed in order to enter into an Agreement with S2F/S2T;
- Hidden Defect: a defect that the Purchaser could not discover on delivery of the Products and which defect, considering the nature of the Products and the information provided about them by the Offeror, the Purchaser could not in all reasonableness expect;
- Mediation by S2F or S2T: the formation of a transaction between the Offeror and the Purchaser not through the Auction but by using the Services of S2F or S2T;
- Non-conformity: when the products, partly considering the nature of the item and the communications made by the Offeror with regard to the Products, do not have the characteristics that the Purchaser could expect pursuant to the Agreement between Users;
- Non-Harvested Crop: any fruits or crops grown in fields, greenhouses or on trees/bushes that are traded by Users via the Auction on the Website;
- Offer: the offer placed by the Offeror at the Auction for the sale of Products;
- Offeror: any professional party (such as producers and traders) that offers Products for sale at the Auction by means of an Offer, not being a Consumer;

- Products: all possible agricultural products and trees that are traded by Users via the Auction on the Website;
 - Purchaser: any professional party (such as producers and traders) that wish to purchase Products at the Auction by means of a Bid, not being a Consumer;
 - Service Provider: any professional party that offers one or more different services and/or products via the Website, not being a Consumer;
 - Services: any service offered via the Website by S2F, S2T or a Service Provider;
 - S2F: Service2Fruit B.V.;
 - S2T: Service2Trees B.V.;
 - S2Finance: Service2Finance B.V.;
 - S2Trust: Service2Trust B.V.;
 - S2Trustservice: the service provided by S2F and S2T which relates to the financial processing of the purchase and sale of Products via the Auction and of Services via the Website via S2Trust;
 - Terms and Conditions: these general terms and conditions;
 - User: any Offeror and any Purchaser;
 - Website: www.service2fruit.com by S2F and www.service2trees.com by S2T.
- 1.2. The Terms and Conditions apply to all Agreements with S2F and S2T, Services and all (other) undertakings between S2F/S2T and the User and between S2F/S2T and the Service Provider, irrespective of whether an Agreement with S2F/S2T is, or has been, concluded between S2F/S2T and the User, or between S2F/S2T and the Service Provider. The Terms and Conditions are therefore also applicable to the S2Trustservice, which S2F/S2T provides as payment service provider.
 - 1.3. The Terms and Conditions are also applicable to any use made by the User and Service Provider of the Website, the Auction, the Feedback System, the Services and the Credit Financing.
 - 1.4. The Terms and Conditions also apply to any Agreement between Users, as well as to any obligation between the User and S2F/S2T and between the User and the Service Provider that have been formed through or by using the Auction or by the Mediation of S2F/S2T.
 - 1.5. S2F/S2T will ensure that these Terms and Conditions are made available to the User or Service Provider, in electronic (digital) form or otherwise, before or when the Agreement with S2F/S2T is entered into, or when the User and Service Provider register or log on to the Website. The User or Service Provider is independently responsible for any required saving and printing of the Terms and Conditions and the Agreement with S2F/S2T on a permanent data carrier, using the facilities available on the Website, and for the (permanent) accessibility of the saved copy.
 - 1.6. Notwithstanding any statutory obligations of S2F/S2T itself to save the Terms and Conditions and/or the Agreement with S2F/S2T, S2F/S2T is not obliged to keep any archived Terms and Conditions and/or the Agreement with S2F/S2T accessible at all times for the User or for the Service Provider.
 - 1.7. Any general or other terms and conditions employed by the User or Service Provider are not applicable. The User or the Service Provider can only invoke different and/or additional conditions if and to the extent S2F/S2T accepts them in writing. Such different and/or additional provisions do not prejudice the applicability of the other provisions of the Terms and Conditions and apply exclusively to the Agreement with S2F/S2T regarding which it has been explicitly agreed in writing.
 - 1.8. S2F/S2T reserves the right to change and/or supplement these Terms and Conditions.
 - 1.9. This version of the Terms and Conditions is a translation of the original Dutch version. In the event of discrepancies in the text and/or interpretation, the Dutch version will at all times be decisive and binding. The Dutch version of these Terms and Conditions have been filed at the offices of the Dutch Chamber of Commerce and Industry under number 55535348 (Service2Fruit B.V.) and number 68255144 (Service2Trees B.V.). The applicable version is always the version last filed.

2. COMMUNICATION

- 2.1. Any communication between S2F/S2T and the User and between S2F/S2T and the Service Provider may take place electronically, unless explicitly provided otherwise in the Terms and Conditions and/or the Agreement with S2F/S2T and/or the law.
- 2.2. The version of the communication in question saved by S2F/S2T is proof thereof.
- 2.3. Electronic communication sent to the User or Service Provider is regarded as having been received by the User or Service Provider on the day of sending unless the opposite is proven by the recipient. If the communication is not received as a consequence of delivery and/or accessibility problems with regard to

the email box of the User or Service Provider, such is for the risk of the User or Service Provider, even if the email box is administered by a third party.

3. S2F's/S2T's OBLIGATIONS TO PROVIDE INFORMATION

3.1. S2F's/S2T's website must, in any event, display the following information:

- (i) Contact details of S2F/S2T (including name, registered seat and email address) and its registration number at the Chamber of Commerce;
- (ii) VAT-number;
- (iii) the prices of the Products and the Services and also - if applicable - any tax(es) payable thereon;
- (iv) the method used to deliver the Products and - if applicable - deliver the Services offered, how the related costs are determined and the method of payment;
- (v) the option provided to request Credit Financing or to accept Bids for which Purchasers make use of Credit Financing; and
- (vi) the languages in which the Agreement with S2F/S2T may be entered into.

3.2. Unless explicitly agreed otherwise, S2F/S2T is not subject to any code of conduct.

3.3. The User and Service Provider have options for setting aside and annulling the Agreement with S2F/S2T if S2F/S2T does not fulfil the obligations to provide information referred to in this article and/or the law. Such a right must be exercised by the User or Service Provider within fourteen (14) days after the Agreement with S2F/S2T is concluded, unless the law prescribes a different deadline.

4. CONDITIONS GOVERNING THE USE OF THE WEBSITE, THE AUCTION, (THE OPTION OF) CREDIT FINANCING, THE FEEDBACK SYSTEM AND THE SERVICES

4.1. In order to use the Website, the Auction, apply for or grant Credit Financing, use the Feedback System and the Services, the User or Service Provider declares to S2F/S2T that:

- a. the User or Service Provider is acting in the course of practising a profession or running a business;
- b. the User or Service Provider will comply with the Terms and Conditions and the provisions laid down in the Agreement with S2F/S2T;
- c. the data and/or information provided by the User or Service Provider are/is correct, complete and reliable and that the User or Service Provider is exclusively responsible for said data and/or information;
- d. the User or Service Provider will not supply any data and/or information which are protected by copyright or which are subject to other third-party rights, unless the User or Service Provider owns those rights or otherwise has received explicit permission to use said data and/or information and to supply these to S2F/S2T;
- e. the User or Service Provider will not make improper use of documents or certificates attached to auctions (such as Global GAP) that were handed over or furnished for an auction;
- f. the User or Service Provider has not, to date, been convicted of any computer crimes or any other crime or fraud;
- g. the User or Service Provider will not upload or send any viruses, worms, Trojan horses or other malicious codes;
- h. the User or Service Provider will not generate any unsolicited email advertisements or spam;
- i. the User or Service Provider will not pose as another User or Service Provider or influence the Bidding Process at the Auction, for example by acting in a different capacity, or use software and the like which could interfere with the (functioning of the) Auction;
- j. the User or Service Provider agrees that S2F/S2T is entitled to check whether the data and/or information supplied are suitable and are in compliance with the Terms and Conditions and/or the Agreement with S2F/S2T, and is also entitled to delete the material supplied, wholly or in part, and to close the account, as referred to in Article 5, if S2F/S2T is of the opinion that there are grounds for doing so.

4.2. The Website may contain links to third-party websites for which S2F/S2T does not, however, accept any responsibility, either for the content of those websites, or for the privacy policy employed or the conduct of those websites or their owners. The User or the Service Provider therefore explicitly indemnifies S2F/S2T against any liability arising from the use by the User or Service Provider of the third-party websites.

5. MEMBERSHIP/ACCOUNT

- 5.1. In order to gain access to the Auction, the Feedback System, Credit Financing and Services, the User and Service Provider must register by opening an account with S2F/S2T. By opening an account the User or Service Provider declares that all registration details are correct and complete and that these will be immediately amended by the User or Service Provider as soon as any change occurs.
- 5.2. The User and Service Provider must complete a registration Form on the Website. Once the Form has been submitted, S2F/S2T will confirm its receipt to the User or Service Provider by sending acknowledgement of receipt, which will include the details issued by the User or Service Provider, to the email address provided by the User or Service Provider.
- 5.3. S2F/S2T will check the details provided (on the Form) for completeness and will carry out what is referred to as an intensified client assessment within the framework of the Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme, 'Wwft').
- 5.4. After the actions referred to in paragraph 3 have been carried out, S2F/S2T is entitled to accept a User or Service Provider or refuse access as referred to in paragraph 1, which refusal will be substantiated with reasons. If, after acceptance, S2F/S2T nevertheless establishes the presence of some irregularity with regard to the User or Service Provider on the basis of which the User or Service Provider should have been refused access, S2F/S2T can still deny this User or Service Provider access with immediate effect, without stating the reasons. If the User or Service Provider is accepted, S2F/S2T will send a notification of acceptance to the email address provided by the User or Service Provider and from this moment the User or Service Provider will have access to the Auction, the Feedback System and the Services for which the User or Service Provider will use a self-chosen password.
- 5.5. The User or the Service Provider is responsible for keeping the password secret and for its use. S2F/S2T is not liable for any damage resulting from the use, whether improper or not, of the password by third parties.
- 5.6. According to the provisions in Article 18.4, S2F/S2T will be immediately entitled to deny the User or the Service Provider access and to block the account if the User or the Service Provider does not fulfil what has been stipulated in the Agreement with S2F/S2T, if one of the other situations as meant in Article 18.4 apply or if the User or the Service Provider harms in any way whatsoever the good name of S2F/S2T. The Users and the Service Providers to whom access, as referred to in paragraph 1, has been refused or denied at a later point in time, are no longer permitted to open or reopen an account.

6. CONCLUSION OF THE AGREEMENT

- 6.1. All notifications by S2F/S2T on the Website are without commitment for S2F/S2T and do not bind S2F/S2T.

Information, illustrations, announcements, advertising, price notifications, etc posted on the Website, by email or any other means of communication, must be made or displayed as accurately as possible. However, S2F/S2T does not guarantee that these will be completely in accordance with the information provided by the Users and Service Providers. Minor discrepancies cannot, in principle, constitute grounds for compensation and/or (partial) setting aside or annulment.
- 6.2. S2F/S2T is not responsible for the information (whether or not inaccurate or incomplete) placed on the Website and/or the Auction by Users and Service Providers or its absence.
- 6.3. The Agreement with S2F/S2T is concluded if and as soon as S2F/S2T confirms acceptance of the User or Service Provider. Confirmation can be made electronically (for example via the Website or by email) or, if such has been agreed, in writing (by letter or fax).
- 6.4. The Agreement between Users is formed between the Offeror and the Purchaser with the highest Bid at the end of the Bid Period or when the Offeror charges a fixed price, if the Bid placed is according to the price set, provided the Bid is also at least equal to any minimum price set by the Offeror, if it has been set by the Offeror, all this according to the provisions in Article 9.2. The Agreement between Users can also be formed by S2F/S2T providing mediation.

7. CREDIT FINANCING

- 7.1. By filling in the Credit Financing Form the Purchaser can apply for Credit Financing as offered by S2Finance.

- 7.2. If the credit insurer(s) of S2Finance has/have agreed to the Purchaser's relevant application for Credit Financing, the Purchaser must enter into an agreement with S2Finance for the purpose of Credit Financing, whereby S2F/S2T will carry out the implementing acts with regard to Credit Financing that are entrusted to it by S2Finance on S2Finance's behalf.
- 7.3. By completing the Credit Financing Form, the Offeror or Service Provider can indicate whether it wishes to accept Bids that are made or Services that are requested with Credit Financing. In such a case, the Offeror or Service Provider will enter into an agreement with S2Finance for the purpose of assigning its claims against Purchasers to S2Finance, whereby S2F/S2T, by reason of the implementing act entrusted to it by the Offeror or Service Provider and S2Finance, will execute such deeds of assignment on behalf of the relevant Offeror or Service Provider and S2Finance.
- 7.4. Credit Financing will not be given by S2Finance to the Purchaser in any case if consent is not given for this purpose by S2Finance's credit insurer(s) as regards the Purchaser concerned or if no agreement is concluded between S2Finance, S2F/S2T and the Purchaser in relation to the Credit Financing and – for the purpose of a specific Bid and/or one or more Services – if an agreement is not also concluded among S2Finance, S2F/S2T and the Offeror or Service Provider by which the latter consents to the Credit Financing and the assignments of its claims against Purchasers to be effectuated in that regard.

8. THE RIGHTS AND OBLIGATIONS OF THE USER AND THE SERVICE PROVIDER

- 8.1. The User or the Service Provider is obliged to observe or comply with all measures and instructions required for using the Website, the Auction, the Feedback System, the Credit Financing and acting as an Offeror or Purchaser or Service Provider.
- 8.2. For the fulfilment of the User's payment obligation towards another User, S2F/S2T, S2Finance and/or Service Provider pursuant to Articles 7, 9, 10, 11 and/or 14, or the Service Provider's payment obligation towards S2F/S2T pursuant to Articles 10, 11 and 14, the User or Service Provider must use one of the methods of payment referred to by S2F/S2T.
- 8.3. The User or the Service Provider is obliged to indemnify S2F/S2T against all claims from other Users, Service Providers, S2Finance and third parties, to the extent that these concern damage, costs and interest relating to, or resulting from, the Agreement with S2F/S2T, the Agreement between Users, the Terms and Conditions, the Website, the Auction, the Credit Financing, the Feedback System, the Services or the Products offered at the Auction. The User or the Service Provider is also obliged to reimburse all damage which S2F/S2T sustains in such a case, including damage to S2F's/S2T's good name and reputation.

9. AUCTION, OFFER, BIDS, SALES AND PURCHASES

- 9.1. Products are offered for sale to potential Purchasers by the Offerors via the Auction. The Offeror will describe the Products it offers at the Auction with such accuracy that the Purchaser can form a proper view and opinion thereof. According to the provisions in Article 6.2, S2F/S2T is not responsible for (not, inaccurately or incompletely) providing this information. The descriptions may be in word and/or image. In addition, each Offer will indicate the specific applicable Bid Period and, if applicable, the start price and other relevant details.
- 9.2. An agreement is concluded between the Purchaser with the highest Bid at the end of the Bid Period, or if the Offeror charges a fixed price, if the Bid placed is in accordance with the fixed price, and the Offeror forms an Agreement between Users, provided the Bid is also at least the same as any minimum price set by the Offeror if a minimum price was set by the Offeror. The Agreement between Users can also be formed by S2F's/S2T's Mediation. S2F/S2T is explicitly not a party in connection with the Agreements between Users. In that case, the Purchaser is obliged to purchase the Products from the Offeror, while the Offeror is obliged to supply the Products, with S2F/S2T, in order to effect the Agreement between Users, being responsible for the processing of the payment transaction, as stipulated in Article 11 with due observance of Article 7, if applicable. In consideration of the above, both the Purchaser and the Offeror are obliged - if and as soon as they conclude an Agreement between Users - to pay S2F/S2T a fee as laid down in Article 14.
- 9.3. An Offer cannot be retracted during the Bid Period. An Offer can only be changed if a Bid has not yet been made. As soon as a Bid is made, no changes will be possible during the Bid Period.
- 9.4. If a Bid is made, it must be made during the Bid Period. A Bid cannot be retracted or changed during the Bid Period. S2F/S2T can impose specific requirements on a Bid.

- 9.5. S2F/S2T is entitled to terminate a Bid Period prematurely, or declare one or more Bids made invalid, in the event that a User, Service Provider or a third party makes improper use of the Auction, if any technical failures occur, User or Service Provider breaches any intellectual or other (property) right of a third party through the Auction or if other circumstances arise which justify premature termination, irrespective of the cause of the situations referred to and without S2F/S2T being liable to User(s), Service Provider(s) or third parties for damages.

Specific provisions S2F Auction

- 9.6. As soon as an Agreement between Users pursuant to this Article 9 has been formed, the Purchaser must pay S2Trust the total amount payable, comprising the price for the Products payable to the Offeror and any payment(s) payable to any Service Provider(s) and/or S2F, within no later than one (1) working day after the Agreement between Users is concluded, by means of a bank transfer or another payment method referred to on the Website. The Products in question will only be delivered after S2Trust receives full payment from the Purchaser.
- 9.7. The Offeror must deliver the Products and the Purchaser must actually take delivery of the Products purchased within five (5) working days of the date of their availability for delivery as stated by the Offeror unless the Purchaser and the Offeror made different arrangements in this regard at the time of concluding the Agreement between Users (such as regards the date on which delivery must be taken) and the Purchaser and Offeror have both directly notified S2F of the content of those different arrangements by email. If the Purchaser fails to purchase the Products within the agreed period, the Purchaser will, by operation of law, be in default as regards its negligence, thus without the need to still be given a notice of default in that regard by the Offeror. In such a case, the Offeror will be entitled – at its own discretion – to sell the Products to a third party, for instance, without being liable towards the Purchaser for the repayment of the purchase price and/or compensation, while being at liberty itself to claim compensation due to the Purchaser's failure to perform. If the Offeror fails to deliver the Products within the agreed period, he will be in default by operation of law due to his failure, therefore without the Purchaser having to send him a notice of default for this failure. The Purchaser is obliged to inform S2F immediately via email of this default. In such a case the Agreement between Users is deemed to have been dissolved and the Purchaser will be entitled - at his discretion - for instance, to no longer purchase the Products, without any obligation arising towards the Offeror for payment of damages, and the Purchaser being free to claim compensation due to the Offeror's breach of contract.
- 9.8. The Purchaser and Offeror can agree on a specific way of calculation based on which the actual costs will be calculated by using the actual purchase price owed by Purchaser on the basis of the quantity of Products delivered to Offeror. The Purchaser must have calculated the actual costs within three (3) weeks of the date of availability of the Products for delivery as stated by the Offeror and have shared the results thereof by email with the Offeror and SF2, unless the Purchaser and the Offeror made different arrangements in this regard at the time of concluding the Agreement between Users (such as regards the period within which the actual costs must be calculated and the result thereof must be communicated by email) and the Purchaser and Offeror have both directly informed S2F of the content of those different arrangements by email. In case of actual costing, the invoice to be sent to Offeror and Purchase by S2F will state the actual quantity of Products delivered and the purchase price owed on the basis thereof. The compensation owed by the Offeror and Purchaser to S2F must be calculated accordingly.
- 9.9. The Purchaser bears the costs for any export documents. The Offeror is, in turn, also obliged to ensure that the documents required for export purposes can be applied for, possibly with the engagement of a Service Provider.
- 9.10. Once the Purchaser has been able to take delivery of the Products from the Offeror or has arranged for this to be done, the Purchaser must notify S2F by email or via the option provided on the Website whether it was able to actually take delivery of the Products or to arrange for this to be done within the maximum period of four (4) days or within the number of days stipulated on the Website for the Products concerned. As soon as S2F receives this notification, S2F will instruct S2Trust to transfer to each party involved in the transaction (the Offeror and S2F) the amount to which the party involved is entitled. Any payment the Offeror owes S2F in connection with the conclusion of the Agreement between Users is deducted by S2Trust from the amount that S2Trust transfers to the Offeror and S2Trust transfers that same amount to S2F. The failure to notify serves in this regard as notification that the Products have been received and S2F and S2Trust will settle the transaction in that case in accordance with the provisions of this paragraph.

- 9.11. The Purchaser is always entitled to have an inspection of the purchased Products carried out at its own expense within 24 hours after the date of delivery, unless the Purchaser and the Offeror made different arrangements regarding inspection (such as the period within which the inspection must take place) at the time of concluding the Agreement between Users and the Purchaser and the Offeror have both directly notified S2F of the content of those different arrangements by email. The Purchaser can inspect the Products itself or have it done by an inspection service, for instance by using the option listed under Services on the Website. If the Purchaser has not inspected the Products or had them inspected by the set deadline, he can no longer argue that the Products do not comply with what he could reasonably expect, partly on the basis of the information provided in accordance with Article 9.1 and the provisions in Article 9.18, as a result of which there can no longer be Non-conformity, unless there is a Hidden Defect that is not the result of the Purchaser retaining the Products for too long a period. If the Agreement between Users is dissolved as a result of the Non-conformity, the costs associated with the Purchaser returning the Products will be at the expense of the Offeror.
- 9.12. In the event that the Purchaser reports that it could not take delivery of the Products or arrange for this to be done or if the inspection referred to in paragraph 11 reveals quality problems, the part of the amount to which the Dispute relates will remain in S2Trust's bank account until the Purchaser and the Offeror reach consensus on how to proceed. Said consensus must be reached within no later than twenty-four (24) hours thereafter and communicated to S2F. In the event that the Purchaser and the Offeror do not reach consensus within twenty-four (24) hours, they will notify S2F by email immediately and state the period within which they think they can find a solution. However, if the Purchaser and the Offeror fail to send the email referred to in the previous sentence to S2F immediately, S2F will itself be freely entitled, within forty-eight (48) hours after delivery of the Products, to appoint an independent third party to inspect the quality of the Products delivered and, in relation to this, to issue a binding opinion to the Offeror, the Purchaser and S2F, the costs of that binding opinion being borne by the party declared to be at fault. With the written agreement of the Offeror as well as the Purchaser, S2F can also act as the binding advisor according to the provisions in Article 9.19.
- 9.13. As soon as the Purchaser and the Offeror reach consensus, they will indicate this to S2F by email, after which S2F will instruct S2Trust to proceed accordingly. If, however, this consensus means that the Agreement between Users must be regarded as set aside, this will not alter the fact that the Purchaser and Offeror must pay S2F the amounts owed. S2F reserves at all times the right still to demand the fees payable to it by the Offeror and Purchaser or, at its discretion, to allow them to lapse. Therefore, the payment the Purchaser owes S2F will be deducted from the refund made to it. The Offeror must pay S2F the due amount by the payment deadline set by S2F, once the Offeror receives the relevant electronic invoice from S2F. If, however, the Offeror fails to make punctual and/or full payment to S2F of the amount owed by it, S2F will always be entitled to deduct that amount owed from any payment the Offeror may claim from S2F and S2Trust for another transaction agreed by the Offeror and processed via S2F and S2Trust.
- 9.14. Unless the Offeror and the Purchaser have agreed differently and notified SF2 by email of the content of those different arrangements, S2Trust will not pay any deposit to the Offeror if the Offeror charges a deposit, in addition to the price of the Products, for the materials in which the Products are delivered and which it designates as return materials in the Offer, but will repay this deposit to the Purchaser within ninety (90) working days of the delivery of the Products to the Purchaser, unless the Offeror has notified S2F by email, with a copy to the Purchaser, that it has not received those materials back from the Purchaser. In such a case S2Trust will not repay the deposit to the Purchaser. If the Offeror states that the materials were not received back in good order, the amount concerned will remain in S2Trust's bank account until the Purchaser and the Offeror have reached consensus on further settlement. That consensus must be reached within seventy-two (72) hours and must be communicated to S2F. If the Purchaser and the Offeror have not reached consensus within seventy-two (72) hours, this will be immediately communicated to SF2 by email, also stating the period within which they think a solution can be found. However, if the Purchaser and the Offeror fail to immediately send the email referred to in the previous sentence to SF2, SF2 will be entitled itself within two (2) working days of when the materials should have been returned, to have an independent third party of its choice contact the Offeror and Purchaser to examine whether or not the materials have been returned in good order and to issue a binding opinion in that regard to the Offeror, Purchaser and SF2, whose costs will be payable by the party that is declared to be in default. With the written agreement of the Offeror as well as the Purchaser, S2F can also act as the binding advisor according to the provisions in Article 9.19
- 9.15. These Terms and Conditions also apply to Non-Harvested Crop. Any stipulations in these Terms and Conditions that pertain to Products, therefore apply accordingly to Non-Harvested Crop, unless explicitly

provided otherwise in this paragraph. Contrary to the provisions of Article 9.6, the Purchaser must - as soon as an Agreement between Users has been formed pursuant to this Article 9 - make a partial payment with regard to the total amount payable, which partial payment equals ten (10)% of the price for the Non-Harvested Crop payable to the Offeror, ten (10)% of any payment(s) payable to any Service Provider(s) and full payment of any compensation owed to S2F, and which partial payment must be made to S2Trust within no later than one (1) working day after the Agreement between Users is concluded, by means of bank transfer or another payment method referred to on the Website. The Purchaser must subsequently pay the remaining amount, consisting of ninety (90)% of the total price payable to the Offeror for the Non-Harvested Crop and ninety (90)% of any payment(s) to any Service Provider(s), within no later than one (1) working day after the Offeror has notified both the Purchaser and S2F by email that the Non-Harvested Crop has by that time been lifted or harvested and therefore is ready to be delivered to the Purchaser as Products. Only after S2Trust has received full payment by the Purchaser, the Products that were previously the subject of the Non-Harvested Crop are to be delivered. In case of Non-Harvested Crop, calculation of the actual costs will apply pursuant to Article 9.8, which calculation, however, only applies with regard to the difference between the quantity of Products delivered and the quantity of Non-Harvested Crop sold. Products that were previously the subject of the Non-Harvested Crop are excluded of inspection pursuant to Article 9.11, unless the Offeror and the Purchaser have agreed otherwise in writing, the content of which agreement should have been notified to S2F by email. The payment of 10% as meant in this paragraph must always be paid to S2F, but will only be passed on to the Offeror if the Offeror has fulfilled all his obligations. By contrast, S2F has the right to claim the compensation that accrues to it immediately, which will be transferred on by S2Trust to S2F in such cases. The Purchaser can only claim repayment of the partial payment if there is Non-conformity as meant in Article 9.11 and no delivery takes place or the Agreement between the Users is otherwise terminated in a lawful manner.

- 9.16. If delivery of the Products by the Offeror pursuant to the Agreement between Users takes place at a later time – for any reason whatsoever (such as opening the cold store concerned) – the Offeror may permit the Purchaser – but is not obliged to do so – to first make a down payment as a partial payment of the total price agreed. In that case – contrary to the provisions of Article 9.6 – the Purchaser must make a partial payment to the Offeror equal to ten (10)% of the price to be paid to the Offeror for the Products, ten (10)% of any fee(s) to be paid to the Service Provider and the full fee to be paid to S2F, and must do so at the latest within one (1) working day after conclusion of the Agreement between Users to S2Trust by means of a bank transfer or another payment method stipulated on the Website. The Purchaser must subsequently pay to S2Trust the remainder of ninety (90)% of the price to be paid to the Offeror for the Products as well as ninety (90)% of any fee(s) to be paid to any Service Provider(s) by means of a bank transfer or another payment method stipulated on the Website at the latest within one (1) working day after the Offeror has informed both the Purchaser and S2F by email that the Products are ready to be delivered to the Purchaser. Delivery of the Products or Services shall only take place after receipt of the payment in full by S2Trust from the Purchaser.
- 9.17 In connection with Cold Storage Sale the Offeror guarantees the quality of the Products up to the latest collection date unless the Purchaser and the Offeror have made different arrangements at the time of concluding the Agreement between Users. Any Hidden Defects will also be at the expense of the Offeror after the latest collection date, with the exception of defects that are the result of the Purchaser keeping the Products too long.
- 9.18 In connection with the sale of Non-Harvested Crop as well as Cold Storage Sale, deviations from descriptions of fruit sizes and deviations from descriptions of weight can vary up to a maximum of 10%. If the deviation of the fruit size exceeds 10% this constitutes Non-conformity as meant in Article 9.11. If the deviation of weight exceeds 10% this also constitutes Non-conformity in accordance with Article 9.11. After all, the weight will then be different from what the Purchaser could expect, so that the Purchaser can demand from the Offeror that the correct weight still be delivered or that the purchase price be adjusted. The Purchaser must report any established defect in writing to S2F within twenty-four (24) hours after delivery or opening of the cold store.
- 9.19 The Offeror as well as the Purchaser must have done everything to solve any disputes. Contrary to the provisions in Article 22.2, if no solution has been reached within two (2) weeks, S2F can in all cases appoint a binding advisor. With the written approval of the Offeror as well as of the Purchaser, S2F can also act as the binding advisor. The binding advisor will issue his opinion in writing if possible within five (5) days after his appointment.

Specific provisions S2T Auction

- 9.20. If the formation of the Agreement between Users requires further agreements, such as a non-propagation statement or a (sub) licence agreement, the Agreement between Users will not be concluded until after these additional agreements have been signed as well.
- 9.21. As soon as an Agreement has been concluded between Users in this article 9, the Purchaser will be required to perform a partial payment in connection with the overall amount to be paid by it, whereby that partial payment is equal to ten (10) % of the price to be paid to the Offeror for the Products and ten (10) % of any fee(s) to be paid to any Service Provider(s), unless agreed otherwise in writing, but at least a partial payment in the amount of the fee payable to S2T, and such within at most one (1) working day after conclusion of the Agreement between Users to S2Trust by means of a bank transfer or another method of payment stated on the Website. The Purchaser is then obliged to pay the remaining amount consisting of ninety (90) % of the overall price to be paid to the Offeror for the Products as well as ninety (90) % of any fee(s) to be paid to any Service Provider(s) within one (1) working day before the transfer or at most two (2) months before the final collection date. Delivery of the Products does not become required until after S2Trust has received the full payment made by the Purchaser. The partial payment of 10% referred to in this paragraph must always be paid by the Purchaser to S2Trust, but it will not be paid on to the Offeror until the Offeror has complied with all of its obligations. By contrast S2T has the right to claim immediately the fee payable to it, which will be transferred on by S2Trust to S2T in such cases. The Purchaser can only claim a refund of the partial payment in case of Non-Conformity as referred to in article 9.26 and the delivery does not take place or the Agreement between the Users is otherwise terminated in a lawful manner.
- 9.22. Changes to the number of Products to be purchased is only possible with the approval, in writing or by e-mail, of both the Offeror and the Purchaser.
- 9.23. The Offeror is obliged to notify events as a result of which the Products cannot be delivered or cannot be delivered on time within a period of fourteen (14) days. In case of force majeure, including crop failures, frost, hail damage, floods, viruses, natural disasters, fires, import and export obstructions, or other circumstances as a result of which performance of the Agreement between Users cannot be expected or cannot be expected on time, the Offeror has the right at its discretion, without judicial intervention and without being obliged to pay any compensation, to terminate all or part of the Agreement between Users, or to suspend performance of the Agreement between the Users until the situation of force majeure has ended.
- 9.24. The Products purchased must be delivered by the Offeror and taken delivery of by the Purchaser within five (5) working days after the date on which the Products are available for delivery notified by the Offeror, but at the latest on the final collection date, unless the Purchaser and the Offeror have made other agreements regarding the delivery (such as the term within which delivery of the Products must have been taken) at the time of the conclusion of the Agreement and the Purchaser and the Offeror have both notified S2T immediately by e-mail of the content of those other agreements. If the Purchaser fails to take delivery of the Products within the agreed term, the Purchaser will be in default on the basis of its negligence, which means that it does not have to be given notice of default in this connection by the Offeror. The Offeror is obliged to notify S2T of this default immediately by e-mail. In such cases, the Agreement between Users will be deemed to have been terminated and the Offeror has the right - such to be decided freely - to sell the Products to a third party, for example, without any obligation arising towards the Purchaser to refund the purchase price that was paid and/or to pay compensation, while the Offeror is free to claim compensation in connection with breach of contract on the part of Purchaser. If the Offeror fails to deliver the Products within the agreed term, the Offeror will be in default on the basis of its negligence, which means that it does not have to be given notice of default in this connection by the Purchaser. The Purchaser is obliged to notify S2T of this default immediately by e-mail. In such cases, the Agreement between Users will be deemed to have been terminated and the Purchaser has the right - such to be decided freely - to no longer take delivery of the Products, without any obligation arising towards the Offeror to pay compensation, while the Purchaser is free to claim compensation in connection with breach of contract on the part of Offeror.
- 9.25. The costs of any export documents are for the Offeror's account, unless the Purchaser and the Offeror have made other agreements in this connection. The Offeror is obliged to ensure that the documents required for import can be applied for, possibly by engaging a Service Provider. The costs of any (sub)

licences are also for the Offeror's account, unless the Purchaser and the Offeror have made other agreements in this connection.

- 9.26. The Purchaser always has the right to have the Products purchased inspected for its own account within seven (7) days after delivery, unless the Purchaser and the Offeror made other arrangements regarding inspections at the time of the conclusion of the Agreement between Users (such as with respect to the term within which such an inspection is to take place) and the Purchaser and the Offeror both notified S2T by e-mail of the content of those other agreements. The inspection may be performed by the Purchaser itself or it may have it performed by an inspection service, for example by using the option on the Website under Services. If the Purchaser has not inspected the Products or had them inspected within the term set, it can no longer argue that the Products do not comply with its legitimate expectations, partly on the basis of the information provided in accordance with Article 9.1, as a result of which there can no longer be Non-conformity, unless there is a Hidden Defect that is not the result of the Purchaser's actions. If the Agreement between Users is dissolved as a result of the Non-conformity, the costs associated with the Purchaser returning the Products will be at the expense of the Offeror. Complaints in connection with defects related to appearance are no longer possible after the Purchaser has planted Products.
- 9.27. After the Purchaser has been able to take receipt of the Products from the Offeror or has had them received, the Purchaser will be required to notify S2T by e-mail or by means of the relevant option on the Website within the maximum term of seven (7) days or within the number of days stated for the relevant Products on the Website whether it was actually able to take receipt of the Products or has actually been able to have them received. As soon as S2T has received this notification, S2T will instruct S2Trust to transfer to each party involved in the transaction (Offeror and S2T) the amount to which the party involved is entitled. As regards the fee owed by the Offeror to S2T in connection with the conclusion of the Agreement between Users, S2Trust withholds that fee from the amount S2T transfers to the Offeror and S2Trust transfers that same amount to S2T. The absence of a notification applies in this connection as a notification that the Products were received and in such cases S2T and S2Trust will settle the transaction in accordance with the provisions of this paragraph.
- 9.28. In the event the Purchaser notifies that it was unable to take delivery of the Product or was unable to have them received or in the event the inspection referred to in paragraph 26 shows that there are quality issues, the relevant amount will remain in S2Trust's bank account until the Purchaser and the Offeror have reached agreement on further settlement. That agreement must be reached and notified to S2T within at most five (5) working days thereafter. If the Purchaser and the Offeror fail to reach agreement within five (5) working days, they will notify S2T thereof immediately by e-mail and they will also indicate the term within which they consider they will be able to reach agreement. However, if the Purchaser and the Offeror fail to send the aforementioned e-mail message to S2T without delay, S2T will have the right to have an independent expert to be freely appointed by S2T inspect the quality of the Products delivered within forty-eight (48) hours after delivery of the Products and in that connection issue binding advice to the Offeror, the Purchaser and S2T, the costs of that binding advice being borne by the party declared to be at fault. In accordance with the provisions of 9.34, S2T can also act as binding adviser with the written approval of both the Purchaser and the Offeror.
- 9.29. As soon as the Purchaser and the Offeror have reached agreement they will notify S2T thereof by e-mail, whereafter S2T will instruct S2Trust to settle the matters set out above accordingly. If the agreement implies that the Agreement between Users must be considered to be dissolved, the fees owed by the Purchaser and the Offeror to S2T will lapse. The fee payable by the Purchaser to S2T will therefore also be refunded to it.
- 9.30. Unless the Offeror and the Purchaser have agreed otherwise and have informed S2T of the content of those deviating agreements by e-mail, it will be the case that if the Offeror charges a deposit for those materials in which the Products are delivered and that have been designated as return packaging by the Offeror in the Offer in addition to the price for the Products, such a deposit is not transferred by S2Trust to the Offeror, but the deposit will be refunded by S2Trust to the Purchaser within ninety (90) working days after delivery of the Products to the Purchaser by S2T, unless the Offeror notifies S2T by e-mail with a copy to the Purchaser that it did not receive the relevant materials back from the Purchaser. S2Trust will not pay the deposit back to the Purchaser in such cases. In the event the Offeror notifies that the materials were not received in good order the relevant amount will remain in S2Trust's bank account until the Purchaser and the Offeror have reached agreement concerning further settlement. That agreement must be reached and notified to S2T within at most seventy-two (72) hours thereafter. If the Purchaser and the Offeror fail to reach agreement within seventy-two (72) hours, they will notify S2T thereof immediately by e-mail and they will also indicate the term within which they consider they will be able to

reach agreement. However, if the Purchaser and the Offeror fail to send the aforementioned e-mail message to S2T without delay, S2T will have the right to have an independent third party to be freely appointed by S2T contact the Offeror and the Purchaser within two (2) working days after the date on which the materials should have been returned in order to establish whether the goods were returned in good order and issue binding advice in respect thereof to the Offeror, the Purchaser and S2T, the costs of that binding advice being borne by the party declared to be at fault. In accordance with the provisions of 9.34, S2T can also act as binding adviser with the written approval of both the Purchaser and the Offeror.

- 9.31. The Offeror guarantees the quality of the Products until the final collection date, unless the Purchaser and the Offeror have made different arrangements at the time of the conclusion of the Agreement between Users.
- 9.32. The Offeror guarantees the authenticity of the Products.
- 9.33. The Offeror is not liable for Nectria infections, unless they occur on the rootstock and/or the upper stem of the Products within one (1) year after delivery. In such cases, the Purchaser will be able to claim compensation of the cost price or delivery of new Products.
- 9.34. Both the Offeror and the Purchaser must have done everything within their power to resolve disputes. Consequential damage must be prevented as much as possible. In derogation from the provisions of article 22.2, S2T has the right at all times to appoint a binding adviser if a solution has not been reached within two (2) weeks. S2T can also act as binding adviser with the written approval of both the Purchaser and the Offeror. The binding adviser will issue his advice in writing and if possible within 5 days after he was appointed.

10. SERVICES

- 10.1. Service Providers may offer Services to Users on the S2F/S2T Website. If a User wishes to purchase a Service, it chooses the Service in question on the Website. If the User and Service Provider reach consensus on purchasing a Service, then that consensus will be laid down by S2F/S2T and an agreement will be concluded between the User and Service Provider, to which agreement S2F/S2T is explicitly not a party.
- 10.2. As soon as an agreement is concluded between the Purchaser and the Offeror and consequently between the User and the Service Provider as well, the User must pay S2Trust the amount it owes the Service Provider for the Service within no later than one (1) working day after the above-mentioned agreement is concluded, by means of bank transfer or another payment method referred to on the Website. As regards the payment owed by the Service Provider to S2F/S2T in connection with the conclusion of an agreement relating to one or more Services to be delivered, S2Trust deducts that payment from the amount that S2Trust transfers to the Service Provider and S2Trust transfers that same amount to S2F/S2T. The settlement date indicated on the bank statement of S2Trust is decisive and is therefore the designated payment day. The Service in question is only provided after receipt of the User's payment, as referred to above, unless a Service is involved as referred to in Article 10.6. However, if a Service as referred to in Article 10.6 is involved, the entitlement of the Service Provider to payment of the amount as referred to in Article 10.3 only arises if an agreement pursuant to Article 9 was concluded through its intermediation and was subsequently performed pursuant to these Terms and Conditions.
- 10.3. Within twenty-four (24) hours after the Service in question has been provided, the User must notify S2F/S2T by email or via the option provided on the Website whether the Service in question has been performed in conformity with the description. As soon as S2F/S2T receives this notification from the User, S2F/S2T will instruct S2Trust to transfer to any party involved in the Service(s) in question (the Service Provider(s) and S2F/S2T) the amount to which the party involved is entitled.
- 10.4. In the event that the User reports that the Service in question has not been performed in conformity with the description, the amount in question remains in S2Trust's bank account until the User and Service Provider reach consensus on how to proceed. Said consensus must be reached within no later than 24 hours thereafter. In the event that the User and Service Provider do not reach consensus within 24 hours, they will notify S2F/S2T of this by email immediately and state the period within which they think they can find a solution. However, if the User and Service Provider fail to send S2F/S2T the email referred to in the previous sentence immediately, S2F/S2T will itself be freely entitled, within 48 hours after providing the Service in question, to appoint an independent third party to assess the conformity of the Service provided and, in relation to this, to issue a binding opinion to the User, the Service Provider and S2F/S2T,

the costs of that binding advice being borne by the party declared to be at fault. With the written agreement of the Offeror as well as the Purchaser, S2F/S2T can also act as the binding advisor according to the provisions in Article 9.19

- 10.5. As soon as the User and Service Provider reach consensus, they will indicate this to S2F/S2T by email, after which S2F/S2T will instruct S2Trust to proceed accordingly. If, however, this consensus means that the agreement between the User and Service Provider must be regarded as set aside, this will not affect the fact that the Service Provider must pay S2F/S2T the amount owed. The Service Provider must pay S2F/S2T the amount owed by the payment deadline set by S2F/S2T, once the Service Provider receives the related electronic invoice from S2F/S2T. If, however, the Service Provider fails to make punctual and/or full payment to S2F/S2T of the amount owed by it, S2F/S2T will always be entitled to deduct that amount owed from any payment the Service Provider may claim from S2F/S2T and S2Trust for another Service provided by the Service Provider which is processed via S2F/S2T and S2Trust.

Purchase and/or Sale brokerage services (brokerage activities)

- 10.6. The Services to be provided by the Service Provider also include so-called brokerage activities. A Service Provider that offers brokerage activities and wishes to perform them for a User will – at the User's discretion – either act for the Purchaser by bidding on Products and Services on its behalf and at its expense or act for the Offeror by offering Products or Services for sale via the Auction on its behalf and at its expense.
- 10.7. The provisions of these Terms and Conditions regarding Services apply mutatis mutandis to all brokerage activities as referred to in the previous paragraph. Therefore, should an agreement be concluded between the User or the Service Provider on the one hand and the Service Provider that performs these brokerage activities on the other, S2F/S2T will explicitly not be a party to said agreement. The foregoing also applies to all agreements concluded by a Service Provider that performs brokerage activities on behalf of a User.
- 10.8. S2F/S2T is consequently not liable for any claim or entitlement (of any nature or magnitude whatsoever) that a User or a Service Provider as referred to in Article 10.6 believes it can enforce pursuant to the applicable legislation or on some other basis, on account of or related to (the termination of) the brokerage activities named in this Article or otherwise. S2F/S2T will not indemnify the User or Service Provider with regard to any claim of a Service Provider as referred to in this Article 10.6 whatsoever. Nor will S2F/S2T indemnify a Service Provider as referred to in Article 10.6 with regard to any claim of a User or Service Provider made against it.

11. FINANCIAL SETTLEMENT OF PURCHASES/SALES VIA THE AUCTION AND OF SERVICES

S2Trustservice

- 11.1. In order to place/make an Offer/Bid on the Auction or use Services, the User and Service Provider must use the S2Trustservice. This use of the S2Trustservice means that the Purchaser is required to transfer the payment it owes to S2Trust by means of a bank transfer or another payment method referred to on the Website, or that, by accepting these terms and conditions, the User and Service Provider authorise S2Trust irrevocably and unconditionally to deduct the payment owed to S2F/S2T from the amount which the User or Service Provider can claim from S2F/S2T for the conclusion or setting aside of the agreement to deliver Products, or the agreement to perform one or more Services. S2Trust administers these funds temporarily, at the expense and risk of the User and Service Provider, until S2Trust obtains permission from S2F/S2T to transfer these funds, wholly or in part, to the Offeror or the Service Provider or to refund the Purchaser, in accordance with the more detailed description in paragraphs 5 and 6.
- 11.2. S2Trust has a separate bank account to S2F/S2T meaning that, in the event of S2F's / S2T's bankruptcy, S2F's / S2T's creditors have no claim on assets placed with S2Trust.

Financial settlement

- 11.3. The S2Trustservice only operates in euros, dollars and Polish zlotys. Any exchange rate differences, costs or changes will be passed on to the User and/or Service Provider(s).
- 11.4. The costs for the S2Trustservice are included in S2F's/S2T's rates, as described in Article 14. S2F/S2T is not a bank and is therefore not obliged to pay interest.
- 11.5. After receiving an instruction from S2F/S2T, S2Trust will pay the parties involved to the various agreement(s) concluded. S2Trust is not obliged to verify the accuracy of the data provided in the instruction and may proceed to transfer on the basis of the data that S2F/S2T has on the parties involved. S2Trust will ensure that the current account submitted by any party involved will be credited

with the appropriate amount no later than by the end of the next working day after the payment instruction is received. This period will be extended by one (1) working day in the case of payment transactions which are only initiated by the parties on paper. The payment instruction date is the date on which S2F/S2T actually receives said instruction to pay the funds and/or recorded said instruction pursuant to these Terms and Conditions, on the understanding that, in the event that the day of actual receipt is not a working day, the date of instruction is moved to the next working day. S2F/S2T can also set a final time per working day for the issuing of instructions. If S2F/S2T receives the instruction after this time, the next working day applies as the instruction date.

Disputes

- 11.6. In the event of a Dispute between the Offeror and/or the Purchaser and/or Service Provider(s), the amount transferred with regard to the S2Trustservice to which the Dispute pertains, remains in S2Trust's bank account until the Dispute is resolved between the parties concerned. The amount transferred outside the scope of the Dispute, is transferred immediately. Disputes are settled pursuant to the provisions of Article 22, unless pursuant to these Terms and Conditions another manner of Dispute settlement is applicable. Unless there is a Dispute, the Offeror and/or Purchaser are not entitled to suspend their obligations on account of the transaction, to offset any claim or otherwise thwart the completion of the transaction in any way whatsoever. Users undertake to report any Dispute in writing to S2F/S2T within forty-eight (48) hours.

Statutory provisions

- 11.7. Title 7B of the Dutch Civil Code and other legislation and regulations concerning the implementation of Directive 2007/64/EC of the European Parliament and the Council of 13 November 2007 do not apply to the extent that it is legally permitted to depart from them with regard to non-consumers.

12. FEEDBACK SYSTEM

- 12.1. Both the User and Service Provider are entitled to inform S2F/S2T of their experiences with one or more Purchasers or Offerors or one or more Service Providers in a manner to be determined by S2F/S2T. S2F/S2T will include the information thus acquired in the Feedback System, which is accessible to any registered User and Service Provider. S2F/S2T is entitled not to include offensive, immoral or other damaging - at S2F's/S2T's discretion - comments made by a User and/or Service Provider. This Feedback System serves exclusively to provide information regarding the reliability of the registered User and/or Service Provider in question.
- 12.2. Neither a User nor a Service Provider may perform actions which can undermine the integrity of the Feedback System including – but not limited to – providing direct or indirect positive feedback about itself, providing negative feedback and threatening to provide negative feedback on another registered User or Service Provider if the latter has not performed a certain task or fails to perform such a task, and influencing the Feedback System in any other way that is not in conformity with the basic premises or purposes of the Auction.
- 12.3. If a User or Service Provider receives five (5) negative assessments or more per month, S2F/S2T may terminate the Agreement with the User or with a Service Provider and therefore refuse the User or Service Provider access to the Auction, the Feedback System and the Services with immediate effect.
- 12.4. If the User and/or the Service Provider has/have not given an assessment of the Purchaser, Offeror or Service Provider within five (5) working days of the agreement concerned having been fully performed, the Feedback System for that agreement will be closed and a positive assessment will be added automatically as regards the party that has not received any assessment.

13. PRIVACY

- 13.1. The User and Service Provider are deemed to have read S2F's/S2T's privacy statement, which is also available at info.service2fruit.com/pdf/legal/NL-privacy.pdf. They also agree to their personal data being processed as described in this privacy statement.
- 13.2. The User and Service Provider are aware that S2F/S2T processes the User's and the Service Provider's personal data, including data on the activities of the User and the Service Provider on the Website, such as the pages visited, the time spent in various sections of the Website and the address of the website just visited by the User and Service Provider, as well as the Products that the User has offered/purchased, or that the User makes use of Credit Financing and/or the User accepts Credit Financing and the Services the Service Provider has offered. S2F/S2T saves these details in a database which is used to execute the Agreement, for S2F/S2T and S2Trust to execute the various agreements concluded between the Users

and Service Providers, the performance of various obligations by S2F/S2T for and on behalf of S2Finance in relation to Credit Financing and the agreements concluded for that purpose with Offerors and Purchasers, including measures to improve the services provided by S2F/S2T and issue information or offers to the User or Service Provider.

- 13.3. If so desired, the User or Service Provider may examine data which S2F/S2T has collected on it, and have those data corrected. The User or the Service Provider may request S2F/S2T to delete or protect relevant data of the User or Service Provider, although not data that S2Finance and/or its credit insurers need for the purpose of granted Credit Financing and assignments. S2F/S2T must decide on this request within four (4) weeks, after considering the relevant interest of S2F/S2T and the privacy interest of the User or Service Provider and must, in the event of a decision to protect or delete, inform the User or Service Provider to what extent the use that the User makes of the Website and the Services, or the use that the Service Provider makes of the Website and the Services which it offers, can be restricted or hindered as a result. S2F/S2T uses User Information and Service Provider Information solely for the functioning or arranging of the Auction as well as for financial settlement in accordance with Articles 7 and 11.

14. REMUNERATION S2F /S2T - PAYMENT

- 14.1. Unless explicitly agreed otherwise in writing, S2F/S2T receives payment from the User for accessing the Auction and using the Feedback System and Services, which payment is equal to a certain amount per Product purchased/sold at the Auction. This payment:
- is based on S2F's/S2T's most recently set rate lists;
 - excludes Dutch VAT and other costs, duties, taxes and government levies;
 - is stated in euros, dollars or Polish zlotys, while any exchange rate differences, costs or changes will be passed on to the User.
- 14.2. S2F/S2T is always entitled (including after the Agreement with S2F/S2T is concluded) to change the rate lists and will inform the User of these changes as soon as possible. The User must always pay the most recently adopted rate in accordance with this paragraph.
- 14.3. Unless explicitly agreed otherwise in writing, S2F/S2T receives payment from the Service Provider for offering its Service(s) via the Website and for using the Feedback System. The payment owed by the Service Provider, as well as the basis for calculating it, is laid down in the Agreement with S2F/S2T. This payment likewise:
- excludes Dutch VAT and other costs, duties, taxes and government levies;
 - is stated in euros, dollars or Polish zlotys, while any exchange rate differences, costs or changes will be passed on to the Service Provider.
- 14.4. The User pays S2F/S2T the amount owed as laid down in Article 9, whereby the price agreed by the Purchaser with the Offeror is increased by the payment owed by the Purchaser to the S2F/S2T.
- 14.5. Payment of the amount the Service Provider owes S2F/S2T is laid down in Article 10.
- 14.6. S2F/S2T sends payment statements and, if required, specified electronic pro forma invoices to Users and Service Providers.
- 14.7. If the User and/or the Service Provider does not fulfil its payment obligation(s), or does not do so on time or does so only partially, as referred to in Article 9 or in Article 10, the User and/or the Service Provider will be temporarily denied access to the Auction, the Feedback System, the Credit Financing and the Services, until such time as the full amount owed is deposited into S2Trust's bank account. The foregoing also applies if S2F/S2T is advised by/via S2Finance and/or its credit insurer(s) that the User has not complied with its payment or other obligations, or has not done so on time, or has only done so partially, for the purpose of the Credit Finance granted to or accepted by it under the agreement concluded with the User for that purpose.
- 14.8. If for a second time the User and/or the Service Provider does not fulfil its payment or other obligation(s), or does not do so on time or does so only partially, as referred to in Article 9 or in Article 10 and/or under the Credit Financing, the Agreement with the User and/or the Service Provider will be terminated in accordance with Article 18 and the User and/or the Service Provider will consequently be denied access to the Auction, the Feedback System, the Credit Financing and the Services on a permanent basis.

15. LIABILITY

- 15.1. The User or Service Provider acknowledges that S2F/S2T only organises the Auction, arranges for Services to be offered, arranges for Credit Financing by S2Finance to be offered and also provides the Feedback System via the Website, to which S2F/S2T provides access for the User and Service Provider, but is itself not in any way involved in transactions between Offerors and/or Purchasers and/or Service Providers and/or S2Finance. S2F/S2T is not obliged to verify or check the quality, quantity or calibre of the Products or Service(s) offered by the Service Provider, the truthfulness, accuracy or lawfulness of the Offer, or whether the Offeror is entitled and able to sell Products, whether the Service Provider is able and entitled to offer Services, or whether the Purchaser is able and entitled to purchase the Products or Services offered by the Service Provider, or whether the User is able and entitled to purchase the Services of the Service Provider as referred to in Article 10.6.
- 15.2. Under the Wwft, S2F/S2T is required to ascertain identity. However, S2F/S2T is not obliged to verify the identity of an Offeror or Service Provider on behalf of the Purchaser or of a Service Provider as referred to in Article 10.6 on behalf of the Offeror, given that the Purchaser or the Offeror itself has this obligation. The Purchaser must ascertain the identity and good intentions of an Offeror or Service Provider, the Offeror must ascertain the identity and good intentions of a Service Provider as referred to in Article 10.6.
- 15.3. Supplementary to the provisions of Article 4.2, said information on the Website is only intended for information purposes and not as advice. If S2F/S2T includes links on its Website to other websites which may be of interest for the User or Service Provider, S2F/S2T is not liable for any damage which the User or Service Provider sustains as a consequence of visiting that website, such as, but not limited to, damage caused by a virus or the incorrectness or incompleteness of the information on that website.
- 15.4. S2F/S2T is not liable for damage which results from the fact that the User and/or the Service Provider has issued incorrect, incomplete or unreliable information or data to S2F/S2T. Nor is S2F/S2T liable for damage which can be attributed to an act or omission other than any referred to in the previous sentence, by the User and/or Service Provider or a third party engaged by, or on the instruction of, the User and/or the Service Provider.
- 15.5. S2F/S2T is not liable for damage as a consequence of (i) any failure vis-à-vis the User or Service Provider, irrespective of whether it is an attributable failure, or for damage as a consequence of (ii) an unlawful act vis-à-vis the User or Service Provider, unless the damage in question has been caused by intent or deliberate recklessness by the management of S2F/S2T or management subordinates.
- 15.6. In no event is S2F/S2T liable for any trading loss, consequential loss and/or indirect loss including, but not limited to, loss of profit and turnover, goodwill, environmental damage and immaterial damage, suffered by the User or Service Provider. Nor is S2F/S2T liable for damage which can be attributed to an act or omission by the User and/or Service Provider or a third party engaged by the User and/or the Service Provider.
- 15.7. Notwithstanding the above provisions, S2F's/S2T's liability is limited in all instances to payment received by S2F/S2T from the User and/or Service Provider in connection with the specific purchase at the Auction or the specific Service performed, or - if such is less - the amount that is covered by S2F's/S2T's liability insurance and which is also actually paid out in the instance in question.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. All intellectual property rights relating to the Website and the information placed on it, the Auction, the Credit Financing, the Feedback System and the Services are and remain the property of S2F/S2T or - if applicable - its licensor(s) and belong exclusively to S2F/S2T or - if applicable - its licensor(s). This includes copyrights, trademark rights and patent rights, design and model rights, know-how, the right to a trade name, database rights and exclusive licensing rights.
- 16.2. The User or the Service Provider will inform S2F/S2T immediately if it establishes that a third party is violating any intellectual property right of S2F/S2T or - if applicable - its licensor(s). The same applies if a third party makes any claim vis-à-vis the User or Service Provider in connection with the intellectual property rights of S2F/S2T or - if applicable - its licensor(s), including entities affiliated to S2F/S2T or linked in a group. If S2F/S2T demands such, the User or Service Provider must render any cooperation that can be reasonably expected which can result in the fastest possible termination of the action(s) causing the violation or the dispute.
- 16.3. The User or Service Provider warrants vis-à-vis that it will not -by taking part at the Auction- violate any intellectual or other (property) right of a third party. Also, the User or Service Provider warrants vis-à-vis S2F/S2T that it is the owner of or beneficiary to all intellectual property rights it uses within the scope of

the Auction. If S2F/S2T will be held liable by a third party with respect to an alleged breach of an intellectual or other (property) right, then the User or the Service Provider will indemnify S2F/S2T against all liability for damages which S2F/S2T will suffer and the User or Service Provider will pay all costs of S2F/S2T upon its first request, which costs S2F/S2T will face because of such alleged breach.

- 16.4. In the event that the User and/or Service Provider violates any intellectual property right as described in this article, S2F/S2T can claim from the User and/or Service Provider an immediately due and payable fine which is not open to set-off of EUR 1,000,000 per violation and EUR 10,000 for any day that said violation continues, without prejudice to S2F's/S2T's right to full compensation.

17. FORCE MAJEURE

- 17.1. In these Terms and Conditions, force majeure means any circumstance which is independent of the will of the parties, even if said circumstance could already have been foreseen at the time that the Agreement with S2F/S2T was concluded, which prevents the Agreement with S2F/S2T being performed, wholly or in part, on a permanent or temporary basis. This includes fire, accidents, government measures, sit-in strikes, serious failures in the operations of S2F/S2T such as strikes, excessive absenteeism due to illness, defects to machinery, power supply failures and inability on the part of S2F/S2T to perform mobile and/or data communications, as well as inability to fulfil the Agreement with S2F/S2T as a consequence of a failure by the suppliers of S2F/S2T or by people or items of property used by S2F/S2T for the execution of the Agreement with S2F/S2T.
- 17.2. In the event of force majeure the parties are entitled to suspend their obligations under the Agreement with S2F/S2T, whereby the party subject to force majeure must immediately inform the other party of the force majeure situation. In the event that the situation that leads to force majeure lasts longer than three (3) months, each of the parties is entitled unilaterally to set aside the Agreement with S2F/S2T, wholly or in part, by means of a written notification sent to the other party, without the parties being obliged to pay each other any compensation.

18. TERM, SUSPENSION AND TERMINATION

- 18.1. The Agreement with S2F/S2T is entered into for an indefinite period, unless explicitly agreed otherwise in writing between S2F/S2T and the User, or between S2F/S2T and the Service Provider.
- 18.2. S2F/S2T and the User and Service Provider are free to terminate the Agreement with S2F/S2T (prematurely in the event of an Agreement with S2F/S2T for a definite period), subject to a notice period of two (2) months. If the Agreement with S2F/S2T is terminated in this manner, the other party must be notified by email.
- 18.3. Notwithstanding the other provisions of these Terms and Conditions, if and as soon as:
- (i) the User or Service Provider fails to fulfil one or more of its obligations under these Terms and Conditions, the Agreement with S2F/S2T, or the Credit Financing, or does not do so on time or adequately;
 - (ii) third parties assert rights with regard to the property of the User or Service Provider, or their property is seized;
 - (iii) the User or Service Provider requests a suspension of payments or files for bankruptcy, or if a suspension of payments or bankruptcy is/has been requested for the Users or Service Providers, the User or Service Provider agrees a repayment arrangement with one or more of its creditors, or creates the impression in some other way that it is or is going to be insolvent;
 - (iv) the User or Service Provider (if a natural person) dies, is placed under guardianship or administration, or if it indicates that it wishes to be considered for a debt rescheduling arrangement;
 - (v) the User or Service Provider proceeds, voluntarily or otherwise, to dissolve or wind up its business, the business is continued in another legal form or the registered or actual establishment is moved to a different country, or direct or indirect control of the User is transferred to a third party;
 - (vi) the User or Service Provider transfers to a third party the rights under any agreement to which these Terms and Conditions apply or under the agreement for Credit Financing concluded with S2Finance,

S2F/S2T may, for whatever reason, at its own discretion, suspend its obligations towards the User or the Service Provider until the User or Service Provider fulfils its obligations towards S2F/S2T in full, and/or set aside the Agreement with S2F/S2T, either wholly or in part, in either case without court intervention, by

means of a written statement and without being liable to the User or Service Provider for any damage, costs or interest, without prejudice to S2F's/S2T's right to claim full compensation.

- 18.4. S2F/S2T is entitled to terminate the rights of the User or the Service Provider under the Agreement with S2F/S2T with immediate effect and without any notice of default being required, or suspend said rights or to deny the User or the Service Provider access to the Auction on a temporary or permanent basis, if it transpires that the User or the Service Provider has acted fraudulently at the Auction contrary to the Agreement with S2F/S2T, or to the agreement for Credit Financing concluded with S2Finance for example by not fulfilling its payment obligations, or by not fulfilling these on time.
- 18.5. Termination of the Agreement with S2F/S2T does not in any way restrict S2F's/S2T's right to claim payment from the User or the Service Provider for any damage which S2F/S2T sustains as a consequence of terminating the Agreement with S2F/S2T, or to demand fulfilment of those provisions under the Agreement with S2F/S2T or these Terms and Conditions which, by their nature, remain applicable upon termination of the Agreement with S2F/S2T.

19. MISCELLANEOUS

- 19.1. If one of the provisions of the Terms and Conditions becomes invalid, annulled or non-binding, this will not prejudice the validity of the other provisions. In the event that one or more provisions are/become invalid, annulled or non-binding, S2F/S2T and the User or S2F/S2T and the Service Provider will agree replacement provisions which are valid and which best approximate the content and purport of the provision(s) that have proven to be invalid, annulled or non-binding.
- 19.2. S2F/S2T may engage, at its own discretion, third parties to execute the Agreement with S2F/S2T.
- 19.3. S2F/S2T is entitled to transfer to third parties its rights and obligations under the Agreement with S2F/S2T and/or these Terms and Conditions and must inform the User or Service Provider accordingly.
- 19.4. Neither the User nor the Service Provider may transfer rights and obligations under the Agreement with S2F/S2T and/or these Terms and Conditions unless this is provided in as many words in the Agreement with S2F/S2T and/or these Terms and Conditions.
- 19.5. Unless the parties explicitly agree otherwise in writing, or unless other arrangements are made in the Terms and Conditions, any claim against S2F/S2T lapses in any event after a period of one (1) year from the moment that S2F/S2T performs the undertaking in question, or one (1) year from the date that S2F/S2T was obliged to have performed the undertaking in question.
- 19.6. The titles and sections in these Terms and Conditions serve exclusively to make the content easier to read and cannot affect the content and meaning of the provisions in these Terms and Conditions.

20. REPORTING COMPLAINTS

- 20.1. The User or Service Provider is obliged to inform S2F/S2T in writing of any complaints relating to the execution of the Agreement with S2F/S2T and/or in connection with Credit Financing within two (2) working days, stating precisely the nature and the grounds for the complaints.
- 20.2. The User or Service Provider may contact S2F's/S2T's TRADE department with any queries and/or complaints relating to the Auction, the Services and Credit Financing. The TRADE department can be contacted on working days from 9:00 a.m. – 5:00 p.m. on:
 - telephone number +31 (0)88 5 321 321
 - fax number +31 (0)88 5 321 399
 - or by email (support@service2fruit.com/support@service2trees.com)
- 20.3. S2F/S2T responds to complaints received by it within ten (10) working days. If a response is expected to take longer, S2F/S2T will send a notice of receipt to the User or Service Provider within ten (10) days. Said notice will also contain an indication of the period within which the User or Service Provider can expect a more detailed response.
- 20.4. In no event does any complaint, as referred to in this article, entitle the User or Service Provider to suspend its obligations under any Agreement with S2F/S2T and/or under an agreement for Credit Financing.

21. SPECIFIC ADDITIONAL TERMS AND CONDITIONS APPLICABLE FOR EACH OF THE TERRITORIES INDICATED

For Hungary

21.1. If S2F/S2T enters into an Agreement with a User or a Service Provider situated in Hungary, it is agreed between them that they explicitly deviate from sections 5(1), 5(2), 6(1) and 6(2) of the Hungarian Act No. 108 of 2001 on Certain Aspects of Information Society Services and Electronic Commercial Services.

22. CHOICE OF LAW AND FORUM

22.1. All undertakings between S2F/S2T and the User, between S2F/S2T and the Service Provider, these Terms and Conditions, the Website, the Feedback System, the Credit Financing, the Services and all resulting or connected contractual and non-contractual obligations are subject to Dutch law, with the exclusion of conflict rules under Dutch private international law.

22.2. Any and all disputes relating to, resulting from, or in connection with an Agreement with S2F/S2T and/or an Agreement between Users, these Terms and Conditions, the Credit Financing and all resulting or connected contractual and non-contractual obligations, must exclusively be submitted to the competent court in Amsterdam, unless pursuant to these Terms and Conditions another manner of dispute settlement is applicable.

* * *