

GENERAL CONDITIONS OF FRESH FRUIT EXPRESS

Article 1. Definitions

In these general conditions, and the Contracts to which they have been declared to apply, the following terms have the following meaning:

<u>Fresh Fruit Express:</u>	the private limited company Fast Food Express B.V., also operating under their tradename Fresh Fruit Express, and/or the private limited company Fresh Fruit Express International B.V., both having their registered office in Steenbergem NB;
<u>Consumer:</u>	a natural person who is not acting in the course of a business or profession as referred to in Article 6:230g(1)(a) Dutch Civil Code;
<u>Non-consumer:</u>	a natural person or legal entity acting in the course of a trade, business, vocation or profession;
<u>Products:</u>	(raw materials for) fruit mixes, vegetable mixes, smoothies, juices and/or other products consisting of processed vegetables and/or fruit;
<u>Goods:</u>	blenders and/or appurtenances;
<u>Contract:</u>	the contract of purchase and sale of Products and/or Goods, or the contract to produce Products;
<u>Written/in Writing:</u>	written/in writing or electronically;
<u>Customer:</u>	the person who pursuant to the Contract Purchases Products and/or Goods from Fresh Fruit Express or for whom Fresh Fruit Express manufactures;
<u>Non-Consumer-Customer:</u>	a Customer acting in the course of a business or profession;
<u>Consumer-Customer:</u>	a Customer not acting for purposes connected with his trade, business, vocation or profession;
<u>Guarantee:</u>	the guarantee which is given by Fresh Fruit Express for blenders and/or appurtenances;
<u>DCC:</u>	Dutch Civil Code;
<u>Website:</u>	All websites, tablet and phone apps of Fresh Fruit Express.

Article 2. Applicability of these General Conditions

- 2.1 Upon the deposit of these General Conditions with the Chamber of Commerce on 4th of January 2016, all preceding conditions of Fresh Fruit Express have been cancelled.
- 2.2 These General Conditions apply to every Contract and all offers of Fresh Fruit Express, in so far as neither party has explicitly deviated from these General Conditions in Writing.
- 2.3 Deviating conditions only apply in so far as they have explicitly been accepted by Fresh Fruit Express in Writing and only apply to the relevant Contract.
- 2.4 These General Conditions apply to and form part of all (future) legal relationships between Fresh Fruit Express and the Customer and apply to all pre-contractual situations between Fresh Fruit Express and the Customer, including negotiations and offers, even if these do not lead to the making of a Contract.
- 2.5 A Customer who has previously already done business with Fresh Fruit Express and under that heading was able to take note of these General Conditions, will in the event of later offers and transactions be presumed to be aware of these general conditions and to have agreed to the applicability thereof.
- 2.6 Agreements with personnel of Fresh Fruit Express do not bind Fresh Fruit Express, unless they have been confirmed by Fresh Fruit Express in Writing.
- 2.7 Changes and additions to any provision in the Contract are only valid if they have been laid down in Writing and have been signed by both parties.
- 2.8 The Contract, including the applicable conditions, sets out the entire contents of the rights and obligations of the parties and takes the place of all preceding Written and verbal agreements, statements and/or expressions of the parties.
- 2.9 If any provision of these General Conditions is not valid for any reason whatsoever or is not valid with regard to a Consumer/Consumer-Customer, the General Conditions will remain in effect for the rest and the parties will negotiate on the contents of a new provision, which provision approximates the contents of the original provision as much as possible.
- 2.10 The General Conditions of Fresh Fruit Express have been drawn up in Dutch. In the event of a difference between the deposited text of these General Conditions and texts which are otherwise printed, translated and/or distributed or published (e.g. via the Website), only the deposited text will apply.

Article 3. Offers, rates and payment

- 3.1 All quotes and/or offers made by Fresh Fruit Express are without commitment, unless explicitly otherwise stated. If an offer is made without commitment and is accepted by the Customer, Fresh Fruit Express has the right within 7 working days after receipt of the acceptance to revoke the offer.
- 3.2 An assignment to Fresh Fruit Express or acceptance of an offer will only bind Fresh Fruit Express after Fresh Fruit Express has confirmed them in Writing, or if Fresh Fruit Express has started with the actual performance of the Contract.
- 3.3 In the event of composite price quotes there is no obligation to deliver a part of the Goods and/or Products for a price corresponding with that part of the price given for the whole assignment.

- 3.4 Apparent mistakes in a quote and/or offer release Fresh Fruit Express from the obligation to deliver and/or the payment of compensation ensuing therefrom. Fresh Fruit Express reserves the right to adjust prices in the event of mistakes on offers, invoices or other documents.
- 3.5 Prices are in euros and are exclusive of VAT.
- 3.6 Every offer is based on the prices, wages and related social security costs and other statutory obligations in effect at the time the offer was made. Changes in taxes, excise duty and such levies on the part of the government will always be passed on.
- 3.7 Without prejudice to the provisions in Article 3.6, Fresh Fruit Express, if it agrees a specific price with the Customer, is nevertheless entitled to increase the price if Fresh Fruit Express can demonstrate that between the time of the quote and delivery there were significant price changes with regard to raw materials, currency and/or wages or otherwise unforeseen circumstances.
- 3.8 After notification of this change the Consumer-Customer has the right to terminate the Contract in the event Fresh Fruit Express implements the increase in the stipulated price after the Contract was made. The termination must take place within ten days after that notification.
- 3.9 The Customer is obliged to pay the amount he owes within 14 days after the invoice date. Part deliveries can be invoiced in part and must be paid within 8 days after the invoice date. If after the making of the Contract Fresh Fruit Express becomes aware or suspects that the Customer is in unfavourable financial circumstances, Fresh Fruit Express is entitled to either demand immediate payment or proper security.
- 3.10 If Fresh Fruit Express has to deliver Products and/or Goods on demand and store Products and/or Goods for the Customer, Fresh Fruit is entitled to demand at least 30% of the price as advance payment.
- 3.11 In addition to the principal, the Customer is obliged to pay the statutory (commercial) interest pursuant to Article 6:119 (a) DCC if the payment will not be made within 14 days after the invoice date. In addition to the principal, the Customer is obliged to pay the statutory (commercial) interest pursuant to Article 6:119 (a) DCC if the payment for a part delivery is not made within 8 days after the invoice date.
- 3.12 Payment will be made by transfer to Fresh Fruit Express, without deduction of any discount, unless otherwise agreed in Writing. The Customer cannot claim set off, nor suspend its payment obligation, even if there is a justified complaint.
- 3.13 If Fresh Fruit Express takes collection measures in the event of late payment by the Customer, all costs made or yet to be made by Fresh Fruit Express, as well as those connected therewith, including the extrajudicial collection costs, being at least 15% over the principal, will be charged to the Customer.
- 3.14 In the event of non-payment of any invoice on the due date all amounts owing on any other invoice are immediately due.
- 3.15 Article 3.13 does not apply to Contracts between Fresh Fruit Express and a Consumer/Consumer-Customer. In deviation from the provisions in 3.12 the Consumer/Consumer-Customer will retain his statutory right of suspension.

Article 4. Contract

- 4.1 The Contract will always be recorded in Writing. A copy of a Written Contract will be furnished to the Customer. However, the lack of a Written Contract will not make it void.
- 4.2 Every Contract is entered into on the condition precedent or subsequent – at Fresh Fresh Fruit Express' election – that it has been demonstrated to Fresh Fruit Express that the Customer is sufficiently creditworthy, to be determined by Fresh Fruit Express.
- 4.3 Details concerning the Goods and/or Products offered by Fresh Fruit Express, such as characteristics, qualities, etc., as well as details in any printed matter, drawings, illustrations, samples and the like, which Fresh Fruit Express furnished with the offer, are binding for Fresh Fruit Express, whereby minor deviations, which do not detract from the essence of the goods sold, are permissible.
- 4.4 Ordered quantities of Products will be adhered to as much as possible: Fresh Fruit Express reserves the right to deliver up to 10% above or below the specified quantity of Products.
- 4.5 Fresh Fruit Express has the right to engage third parties for the performance of the Contract.
- 4.6 In the event of cancellation of an order by the Customer all costs incurred, as well as all loss and interest will be charged to the Customer.
- 4.7 Changes to the Contract desired by the Customer after the making of the Contract must be brought to the attention of Fresh Fruit Express by the Customer at latest 24 hours before the agreed delivery time in Writing.
- 4.8 Changes in the original Contract of whatever nature, made in Writing or verbally by or on behalf of the Customer and accepted by Fresh Fruit Express, which cause higher costs than counted on when making the quote, will additionally be charged to the Customer.
- 4.9 The provisions of 4.6 do not apply to the Consumer/Consumer-Customer when there is a Distance Selling Contract to which the right of revocation applies.

Article 5. The contents of the Contract

The Written Contract will in any event set out:

- the description of the goods purchased/ordered;
- the price of the goods purchased/ordered that Fresh Fruit Express sells to the Customer and the Customer purchases from Fresh Fruit Express or which Fresh Fruit Express manufactures for the Customer at the time of manufacture or sale;
- the presumed delivery date;
- a reference to the guarantee provisions whereby Fresh Fruit Express or a third party acts as guarantor (if possible inspection of the guarantee provisions of this third party will be allowed);
- the method of payment.

Article 6. Delivery

- 6.1 All deliveries will be effected delivery paid to the Customer's home or office address, not being a post office address, unless otherwise agreed in Writing.
- 6.2 The shipment will be effected in the manner specified by Fresh Fruit Express. If the Customer wishes to receive a shipment in a different manner, the extra costs thereof are at the Customer's expense.
- 6.3 The Customer is obliged to give his instructions for the delivery as fully as possible and in such time that Fresh Fruit Express can effect delivery within the agreed term. If the Customer furnishes his instructions too late, the delivery term will be extended accordingly, on the understanding that – if necessary – three working days must always be available for, e.g., putting marks on the packaging. If the Customer fails to give his instructions within a reasonable term, Fresh Fruit Express has the right to terminate the Contract and the Customer must indemnify Fresh Fruit Express.
- 6.4 The (presumed) delivery times given by Fresh Fruit Express are always approximates and time is not of the essence.
- 6.5 The delivery time of Products and/or Goods starts at the time that Fresh Fruit Express has received the assignment.
- 6.6 Fresh Fruit Express has the right to deliver the Products and/or Goods earlier or later than agreed.
- 6.7 Fresh Fruit Express has the right to perform the Contract in part deliveries.
- 6.8 If Fresh Fruit Express is not able to perform its obligations in time, Fresh Fruit Express will immediately inform the Customer thereof, setting out the term within which it reasonably expects the delivery time to be exceeded.
- 6.9 In the event of exceeding of a specified (presumed) delivery time, the Customer must first give Fresh Fruit Express notice of default in Writing and give Fresh Fruit Express a reasonable term to perform its obligations.
- 6.10 If Fresh Fruit Express has not delivered the Products and/or Goods within this additional, reasonable term, the Customer has the right to terminate the Contract without judicial intervention, preferably by letter.
- 6.11 In the event the exceeding of a delivery term is the result of (temporary) force majeure on the part of Fresh Fruit Express, both the Customer and Fresh Fruit Express have the right to terminate the Contract.

- 6.12 In all cases in which Fresh Fruit Express can claim a situation of force majeure with a permanent character, both parties have the right to immediately terminate the Contract.
- 6.13 Changes made to a Contract which has already been made can entail that the delivery time agreed by Fresh Fruit Express before the changes were made will be exceeded. Fresh Fruit Express is not liable for such exceeding of the delivery time. Nor will such an exceeding of the delivery time give the Customer any right of termination.
- 6.14 The loading of the Products and/or Goods is effected at the risk of Fresh Fruit Express. The transport and unloading will be effected at the Customer's risk. The time of delivery is the time when the Products and/or Goods have been loaded in the first transport vehicle.
- 6.15 The provisions of 6.14 do not apply to Contracts between Fresh Fruit Express and a Consumer/Consumer-Customer. With those Contracts the risk passes at the time that the Consumer/Consumer-Customer has physically gained possession of the Products or Goods.

Article 7. Receipt

- 7.1 Unless otherwise agreed the Customer is obliged to take receipt of the delivered Products and/or Goods immediately after they are ready or have been placed at the Customer's disposal.
- 7.2 If the Products and/or Goods must be stored in whole or in part as a result of non-receipt, the Customer is obliged to pay the storage costs which Fresh Fruit Express charges therefore.
- 7.3 If, in the event of agreed delivery in parts within a pre-determined time, the total amount ordered has not been taken within said time, as well as if, in the event of agreed delivery in parts without a specific time being agreed, the total order has not been taken by the Customer within one month after the first delivery, Fresh Fruit Express has the right to deliver the remainder and to invoice in the normal manner, or to cancel the order or Contract, in so far as such must still be performed, without prejudice to Fresh Fruit Express' right to compensation as stipulated in these General Conditions.

Article 8. Retention of title

- 8.1 The delivered Products and/or Goods remain the property of Fresh Fruit Express as long as the Customer has not paid everything he owes under the Contract, or under another heading (such as another Contract) in full.
- 8.2 As long as title to the Goods has not passed to the Customer, the Customer is obliged to maintain the Goods at his expense.
- 8.3 Fresh Fruit Express is not bound to indemnify the Customer for his liability as holder or supplier of the Goods until title has passed to the Customer. On the other part, the Customer indemnifies Fresh Fruit Express against claims which third parties might have on Fresh Fruit Express and which could be connected with the retention of title which has been made.
- 8.4 The Customer is prohibited from executing any acts of disposition relating to the delivered Products and/or Goods, including encumbering said Products and/or Goods on behalf of third parties, e.g. bank institutions by means of, e.g., pledging, as long as he has not performed his payment obligations.

Article 9. Quality and Complaints

- 9.1 Any complaints relating to Products must be lodged in Writing, within 24 hours after receipt of the Products. The Products are prone to spoilage / have a limited shelf life. If the Customer has not properly inspected the quality of the delivered Products within 24 hours, he is deemed to have approved the Products.
- 9.2 Any complaints relating to Goods must be lodged in Writing, as soon as possible after receipt of the Goods. The Customer is deemed to have agreed to the delivered Goods if he has not lodged a complaint within a term of 14 days.
- 9.3 Fresh Fruit Express must be given the opportunity to check complaints which have been lodged.
- 9.4 In no case will the Customer be able to enforce a claim on Fresh Fruit Express after the Customer has processed the delivered Products or has allowed them to be processed, or has resold them to third parties.
- 9.5 Defects in a part of the sold/delivered Products and/or Goods do not give the right to reject the entire delivery.
- 9.6 If a complaint lodged within the time limits is held to be well-founded, Fresh Fruit Express will take back the delivered Products and either repay the Customer the price paid therefore by the Customer within 7 days, or replace/exchange the delivered Products free of charge after taking said Products back, at Fresh Fruit Express' election.
- 9.7 Fresh Fruit Express is not obliged to pay for further loss or reimburse costs howsoever called subject to the provisions on compensation in these General Conditions.
- 9.8 Complaints arising due to careless handling by the Customer of the delivered Products and/or Goods exclude any right of complaint and will result in the lapsing of guarantees.
- 9.9 Any deviations in quality, colour and the like which are generally accepted according to trade custom never give the Customer the right to return, replacement or compensation or restitution of (a part of) the price.
- 9.10 Complaints do not give the Customer the right to demand termination of the Contract or to omit or suspend payment in whole or in part.
- 9.11 Return shipments must at all times be delivery paid and only after Written consent has been obtained from Fresh Fruit Express.
- 9.12 The provisions of 9.2 do not apply to Contracts between Fresh Fruit Express and a Consumer/Consumer Customer. The Consumer/Consumer-Customer must lodge a complaint in Writing as soon as possible, but at latest within a term of 2 months after delivery of the Goods.

Article 10. Guarantees

- 10.1 The guarantees referred to in this article do not affect the statutory rights (including the right under Book 7 of the DCC that the goods will correspond with the contract upon delivery) which a Consumer/Consumer-Customer has under that heading.
- 10.2 Fresh Fruit Express gives a Guarantee of 1 year for manufacturing errors in respect of the Goods.
- 10.3 The term mentioned in 10.2 starts at the time of delivery of the Goods to the Customer.

- 10.4 A claim under the Guarantee is valid if the claim is in Writing and is accompanied by the original or a properly readable copy of the invoice relating to the Goods in question and had been received by Fresh Fruit Express within the term mentioned in 10.1.
- 10.5 The Guarantee will immediately lapse in the event of improper/inexpert use or breakage of the Goods by the Customer, which in any event includes not using the Goods in conformity with the instruction(s) for use furnished by Fresh Fruit Express.
- 10.6 The Guarantee does not apply with regard to normal wear and tear or ageing of the Goods, such as minor discolouration.

Article 11. Liability, Indemnification and Compensation

- 11.1 Fresh Fruit Express is not liable:
- a. for the costs, loss and interest and which might arise as a direct or indirect consequence of force majeure, as described in these General Conditions;
 - b. for the costs, loss and interest which might arise as a direct or indirect consequence of acts or omissions of the Customer, his subordinates, or other persons who have been put to work by him or on his behalf;
 - c. for consequential loss;
 - d. for loss arising due to inexpert or unsafe use of the Products and/or Goods of Fresh Fruit Express.
- 11.2 If Fresh Fruit Express is liable, said liability is limited in so far and up to whatever maximum amount Fresh Fruit Express' insurance provides cover for that loss. If the insurance does not offer cover in a given case or does not make payment, and Fresh Fruit Express is liable, Fresh Fruit Express' liability is limited to two times the invoice value of the transaction, or that part of the transaction to which the liability relates.
- 11.3 The Customer indemnifies Fresh Fruit Express against all claims of third parties with regard to the Products and/or Goods delivered by Fresh Fruit Express.
- 11.4 The provisions under 11.1.c do not apply in the event of loss on the part of a Consumer/Consumer-Customer.

Article 12. Force majeure

- 12.1 Extraordinary circumstances, such as inter alia storm damage and other natural disasters, impediment by third parties, impediments in transport in general, whole or partial work strikes, riot, war or risk of war both domestically and in the country of origin of the products, lock-outs, loss of or damage to the products upon transport to us or the Customer, non-delivery or late delivery of goods by suppliers of Fresh Fruit Express, export and import prohibitions, whole or partial mobilisation, impeding measures of any public authority, fire disruptions and accidents in the business of Fresh Fruit Express or Fresh Fruit Express' means of transport, or in the means of transport of third parties, the imposing of charges or other government measures, which entail a change in the actual circumstances, in general situations in which it cannot be expected of Fresh Fruit Express that it perform (in time), entail force majeure for Fresh Fruit Express, which releases Fresh Fruit Express from its obligation to effect (timely) delivery, without the Customer being able to enforce any right to compensation of whatever nature or howsoever called.
- 12.2 In these or similar cases Fresh Fruit Express is entitled, fully at Fresh Fruit Express' election, to terminate the Contract without any obligation to pay compensation or to demand that the Contract is adapted to the circumstances.

Article 13. Default and Termination

- 13.1 Without prejudice to the provisions in the DCC, in the event of default on the part of the Customer, Fresh Fruit Express has the right to suspend its obligations ensuing from a Contract, or to terminate the Contract in whole or in part without judicial intervention, at Fresh Fruit Express' election.
- 13.2 The rights/powers of Fresh Fruit Express set out in 13.1 also apply if the Customer is declared bankrupt or a petition has been presented for his bankruptcy, if he has applied for a moratorium on payment, his real estate has been attached, his business has gone into liquidation or is being or has been taken over by a third party or parties, or if he intends to leave the Netherlands. In all these cases all claims we have on the Customer will be immediately due.

Article 14. Processing of personal data

- 14.1 Fresh Fruit Express will process the Customer's personal data which are set out in this contract within the meaning of the Dutch Data Protection Act. On the basis of this processing Fresh Fruit Express can: perform the Contract, perform the guarantee obligations with regard to the Customer, provide the Customer with optimal service, provide product information and make personalised offers.
- 14.2 If Fresh Fruit Express wishes to sell or pass on the Customer's personal details to advertisers or other third parties in connection with commercial purposes, Fresh Fruit Express will always seek the Customer's specific consent therefore.

Article 15. Additional provisions for a Distance Selling Sale Contract with a Consumer/Consumer-Customer (not applicable to Non-Consumers/Non-Consumer-Customers)

- 15.1 Before the Distance Selling Contract is made Fresh Fruit Express must furnish the Consumer-Customer with the following information in a clear and comprehensible manner:
 - a. the identity and the geographical address of the Seller;
 - b. the most important characteristics of the Products and/or Goods;
 - c. the price, including VAT, of the Products and/or Goods;
 - d. the costs of delivery;
 - e. the method of payment, delivery and performance;
 - f. the applicability, if relevant, of the cooling-off period of 14 calendar days for the Distance Selling Contract, counted as of the day following the day when the Distance Selling Contract was made;
 - g. the term for acceptance of the offer.
- 15.2 In supplementation of Articles 3 and 6 the Consumer-Customer can terminate the Distance Selling Contract, as long as the receipt of an electronic acceptance has not been confirmed by Fresh Fruit Express.
- 15.3 Fresh Fruit Express has a maximum delivery term of 30 days, to be counted as of the day which follows the day when the Consumer-Customer has placed his order. If this term is exceeded the Consumer-Customer has the right to terminate the Distance Selling Contract without notice of default, unless the delay cannot be attributed to Fresh Fruit Express. The Consumer-Customer and Fresh Fruit Express can agree a different term.
- 15.4 If a cooling-off period for a Distance Selling Contract applies, the Consumer-Customer has the right during a period of 14 calendar days to terminate the Distance Selling Contract without giving any reasons therefore. The Consumer-Customer can make use of the model form on the Website, but may also make another unequivocal statement. The term starts on the day after all Products and/or Goods of that Contract have been received by the Consumer-Customer.
- 15.5 In the event the Consumer-Customer makes use of his revocation right as set out in Article 15.4, Fresh Fruit Express is bound at latest within 14 days after the Products and/or Goods have been returned to reimburse/repay the price paid and any costs of the delivery by Fresh Fruit Express to the Consumer-Customer. If the Consumer-Customer has explicitly opted for a different method of delivery than the cheapest standard delivery offered by Fresh Fruit Express, Fresh Fruit Express will not repay the additional costs thereof to the Consumer-Customer.
- 15.6 If the Products and/or Goods are not available, Fresh Fruit Express must inform the Consumer-Customer thereof as soon as possible and repay the deposit/payment at latest within 30 days, without prejudice to any entitlement to compensation. If the Consumer-Customer and Fresh Fruit Express have agreed that Products or Goods of equivalent quality and price may be delivered, the costs of return shipment are at the expense of Fresh Fruit Express. This only applies in the event the Consumer-Customer makes use of the termination during the cooling-off period. Fresh Fruit Express must inform the Consumer-Customer thereof in a clear and comprehensible manner. If the Consumer-Customer has explicitly opted for a different method of delivery than the cheapest standard delivery offered by Fresh Fruit Express, Fresh Fruit Express will not repay the additional costs thereof to the Consumer-Customer.

- 15.7 In time for performance and at latest upon delivery Fresh Fruit Express will furnish the Consumer-Customer with the following details:
- a. the details set out under 15.1 a through g.
 - b. in Writing, the requirements for making use of the right to terminate the Distance Selling Contract and the financing linked thereto during the cooling-off period of 14 working days, whereby in any event the following will be specified:
 - i. the starting time and the duration of the cooling-off period available to the Consumer-Customer;
 - ii. that in the event of making use of the cooling-off period at most the costs of return shipment and delivery costs will be at the Consumer-Customer's expense;
 - iii. the information on the termination of the loan if the Consumer-Customer finances the purchase price with a loan from Fresh Fruit Express or with a third party on the basis of a contract between Fresh Fruit Express and said third party;
 - iv. the office address of the Seller's establishment;
 - v. the details concerning any guarantee and after-sales service;
 - vi. the requirements for termination of the Contract if the Contract has a duration of more than one year or is open-ended.
- 15.8 If Fresh Fruit Express has not performed its duty of disclosure or has not furnished details in the correct form, the term of the cooling-off period is a maximum of 12 months. If Fresh Fruit Express performs its duty of disclosure in those 12 months, the term of 14 working days will start running after it has performed that obligation.
- 15.9 If the Consumer-Customer makes use of the option to terminate the Distance Selling Contract within the cooling-off period without stating any reason, the Consumer-Customer must send back or present the Goods and/or Products to Fresh Fruit Express within 14 calendar days after he announced his decision to terminate to Fresh Fruit Express properly packaged (preferably in the original packaging), unless said Products by their nature cannot be sent back by ordinary post. Return shipment is at the expense of the Consumer-Customer and the costs of return shipment are fully at the expense of the Consumer-Customer. Fresh Fruit Express will not charge any other costs in the event of termination of the Contract.
- 15.10 The provisions in 15.1 through 15.9 do not apply to:
- a. the delivery of Products which spoil quickly or have a limited shelf life.
 - b. the delivery of sealed Products which are not suitable for being returned for reasons of protection of health or hygiene and for which the seal has been broken after the delivery.
 - c. the delivery of Products which after delivery by their nature have become irrevocably mixed with other products.

Article 16. Applicable law and dispute resolution

- 16.1 All legal relationships between Fresh Fruit Express and the Customer are exclusively governed by Dutch law.
- 16.2 Disputes between Fresh Fruit Express and the Customer will exclusively be adjudicated by the competent judge of Zeeland-West-Brabant District Court (the Netherlands), without prejudice to Fresh Fruit Express' to present a dispute to the competent judge within the area in which the Customer is based or has a place of business.
- 16.3 Article 15.2 does not apply in the case of disputes between Fresh Fruit Express and a Consumer / Consumer-Customer.

Article 17. Changes

- 17.1 Fresh Fruit Express is entitled to change these General Conditions.
- 17.2 The Customer is deemed to have accepted the relevant change(s), if Fresh Fruit Express has not received a Written objection within fourteen days after the Written notice Fresh Fruit Express that the change(s) will take place.

Steenbergen 4 January 2016

U.K. Vegter, director through U.K. Vegter Holding B.V.