

Megafarms B.V.

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Chamber of Commerce: 95404740

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Terms and Conditions (T&C) of Megafarms B.V.

## § 1 Scope of Application

1. These Terms and Conditions apply to all contracts for the sale and delivery of fruit and vegetables by Megafarms B.V. ("Megafarms") to entrepreneurs within the meaning of § 14 BGB.
2. These Terms and Conditions apply worldwide unless expressly agreed otherwise in writing.
3. Conflicting or deviating terms and conditions of the buyer shall not apply unless expressly confirmed in writing by Megafarms.

## § 2 Conclusion of Contract

1. Offers made by Megafarms are non-binding and subject to change.
2. Contracts may be concluded in writing, verbally (e.g. by telephone), by e-mail, SMS, or messaging services (e.g. WhatsApp).
3. Megafarms shall expressly confirm each order in writing or electronically.

## § 3 Delivery, Incoterms and Transfer of Risk

1. Delivery terms (e.g. EXW, FOB, DDP etc.) shall be agreed individually for each order and shall be governed by the applicable Incoterms®.

2. The transfer of risk shall occur exclusively in accordance with the agreed Incoterms.

#### § 4 Prices, Payment Terms, Acceptance

1. Unless expressly agreed otherwise, the payment term shall be 30 calendar days net/net from transfer of risk.

2. A complaint shall not entitle the buyer to withhold or reduce payments.

3. Any unconditional acceptance of the goods shall be deemed full acceptance.

4. The notation “accepted under reservation” on CMRs, delivery notes or transport documents is invalid and shall not be recognised.

5. Acceptance without a proper and timely complaint shall be deemed full and contract-compliant acceptance.

#### § 5 Complaints, Quality, Retention of Title, Damage Mitigation

1. The buyer shall inspect the goods immediately after transfer of risk.

2. Complaints must be submitted exclusively in writing to [request@megafarms.eu](mailto:request@megafarms.eu) and must include reference number, photos (punnet, carton, label incl. GGN), and a description of the defect.

3. For deliveries to non-EU third countries, quality and conformity of the goods shall be deemed accepted in the Netherlands, at the latest upon handover to the carrier.

4. If delivery does not take place within three (3) calendar days after loading, in particular due to delays by the carrier, any complaint shall be excluded thereafter.

5. Complaints must be reported within 10 hours during business hours or within 24 hours outside business hours.

6. The burden of proof for defects lies entirely with the buyer.

7. Goods are traded in accordance with the applicable UNECE standards for fruit and vegetables.

8. In the event of a complaint, the goods shall remain the exclusive property of Megafarms until final clarification and written instruction.

9. Megafarms reserves the right to retrieve goods and to appoint independent surveyors, in particular for container shipments.

10. The buyer is obliged to demonstrably mitigate damage, including proper storage, correct temperature, air circulation, and refraining from repacking or suffocating the goods.

#### § 6 Liability

1. Megafarms shall not be liable for damages caused by third parties through gross negligence or wilful misconduct.

2. Any further liability shall be excluded to the extent legally permissible.

#### § 7 Force Majeure

Events of force majeure shall release Megafarms from its obligations for the duration and scope of the disruption.

#### § 8 Certifications

1. Megafarms preferably cooperates with suppliers certified according to recognised standards, in particular GlobalG.A.P., IFS or equivalent systems.

2. Any loss of certification must be reported immediately; valid certificates must be submitted proactively.

3. Megafarms reserves the right to conduct audits or appoint third parties.

#### § 9 Final Provisions

Amendments or supplements to these Terms and Conditions must be made in writing.