



Potato

Creating value from potatoes

Terms and conditions sweet potatoes

Aviko Potato – 2023/2024

Table of contents

1)	General conditions	3
2)	Food safety	3
	1. General	3
	2. Certification and traceability	3
	3. Data usage	4
	4. Relevant data upon delivery	5
	5. Crop protection / sprout inhibition / fertilizer etc.	5
	6. Foreign bodies and residues as a result of crop rotation	5
	7. Reporting calamities	5
	8. Miscellaneous	5
	9. Finally	6
3)	Delivery	6
	3.1 Delivery	6
4)	Weight retention	7
5)	Sampling and quality control	8
	5.1 Sampling	8
	5.2 Quality control sweet potatoes	9
	5.3 Discounts	11
6)	Discounts and rejection	11
	6.1 Trade & growing	11
7)	Risk transfer	12
8)	Price	12
	8.1 Invoices	12
	8.2 Term of payment	12
	8.3 Application	13
	8.4 Set-off authority	13
	8.5 Disposal	13
9)	Final provisions	13
	9.1 Mediation	13
	9.2 Application law and limitation periods	14

1) General conditions

When Aviko Potato B.V., hereinafter referred to as Aviko Potato, concludes a purchase agreement with another party, hereinafter referred to as the other party, supplier or grower, for the delivery of sweet potatoes (*Ipomoea Batatas*), this agreement applies. Unless expressly deviated from in writing in the contract, these “Aviko Potato sweet potato terms and conditions” apply.

By entering into an agreement with Aviko Potato, in which reference is made to these Aviko Potato sweet potato terms and conditions, the supplier declares that it owns, knows, accepts and behaves in accordance with the Aviko Potato sweet potato terms and conditions and the terms and conditions referred to below.

The batches of sweet potatoes to be purchased by Aviko Potato must, according to those terms and conditions, be suitable for processing for the purpose selected by Aviko Potato. Chapter 5 describes the quality assessment and standards. The sweet potatoes to be delivered are assessed and standardized in accordance with the specific provisions. They must meet those specific requirements.

2) Food safety

1. General

At the time of delivery, the sweet potatoes to be purchased by Aviko Potato must comply with all Dutch government regulations with regard to the use and application of pesticides products and those with regard to tolerances for residues of pesticides and heavy metals and/or other regulations issued by the government regarding the use and/or processing of sweet potatoes.

2. Certification and traceability

The sweet potatoes and (growing and supply) companies must be certified in the context of food safety. The certificates accepted by Aviko Potato are listed below, by growers and trade suppliers. The delivery of sweet potatoes is not possible without a valid food safety certificate.

a. Certification growers

The following certificates are accepted in (inter)national cultivation: Global-Gap and additional GRASP. Alternative certificates are not permitted until Aviko Potato has agreed to this in writing. If Aviko Potato allows alternative certificates, the certificates must be at least and demonstrably equivalent, to be assessed by Aviko Potato.

b. Certification traders and importers

The sweet potatoes must be certified at the primary company in accordance with the certificates mentioned under A. The trading supplier as well as its predecessors in the chain must also participate in a self-monitoring or chain guarantee system accepted by the NVWA and be certified for this. Aviko Potato accepts the following certificates:

- I. BRC
- II. IFS Broker
- III. FSSC

IV. Global GAP

V. Alternative certificates are not permitted until Aviko Potato has given written permission for this. If Aviko Potato allows alternative certificates, the alternative certificates must be at least and demonstrably equivalent, to be assessed by Aviko Potato.

c. Growers and trade suppliers

Before delivery, the supplier checks whether the freight has valid certificates and whether the batch meets all food safety regulations. At Aviko Potato's request, the Supplier must provide relevant certificates (digitally) to Aviko Potato at the latest upon delivery.

By entering into a supply contract with Aviko Potato, the supplier instructs and authorizes the inspection authorities to provide status information and other information regarding food safety certification to Aviko. This permission is not revocable. In addition, by entering into a supply contract with Aviko Potato, the supplier grants Aviko Potato an irrevocable authorization to request this information from the competent authorities, also on behalf of the supplier. The supplier will also ensure that the inspection authorities are authorized to provide the relevant information no later than 10 working days after concluding the supply contract data to Aviko Potato.

Additional requirements

Aviko Potato and the supplier can agree on additional (certification) requirements. Organic sweet potatoes must be grown in accordance with all applicable rules (including those of Skal) and must be completely free of (residues) of pesticides.

Transport

Only HACCP certified carriers are allowed to transport the sweet potatoes to be purchased by Aviko Potato. The Supplier guarantees this and is fully liable for all damage if it acts in violation of this obligation and is obliged to supply replacement sweet potatoes at Aviko Potato's request.

3. Data usage

Aviko Potato endorses the code of conduct for data use in arable farming of the sector organization Akkerbouw. The rights and obligations for the supplier and Aviko Potato, following from that code of conduct, are regulated by the following commitments in the purchase conditions. By entering into a contract/agreement with Aviko Potato, the supplier gives irrevocable permission/authorisation to Aviko Potato, its affiliated group companies and third parties engaged by it for the use of various types of (raw) data (e.g. crop registration, measurements carried out, food safety data, personal data, etc.).

The supplier is responsible for providing correct and complete data. The information provided is used for: a) reporting on food safety and sustainability at group level, b) delivery to customers at their request, c) delivery to suppliers if necessary for food safety and quality optimization, d) business optimization/assurance Aviko Potato, e) knowledge gathering.

Aviko Potato will never sell this data to third parties. Any public publication will take place at group level or with supplier number which "third parties" cannot recognise. The data/knowledge obtained through processing becomes the property of Aviko Potato and its affiliated group companies.

4. Relevant data upon delivery

The supplier shares at the first contact with logistics for the planning of a delivery:

1. The safety or waiting period of a plot or storage based on the means used
2. Any other consequences of applied products such as label requirements
3. Possible consequences of measures imposed by the government (authorities) on the grower or plot
4. The presence of a golf course within 500 meters of the (original) plot
5. The variety that will be delivered.

5. Crop protection/sprout inhibition/fertilizers etc.

It is not permitted to use pesticides that are still in the trial phase, for example in trial fields or in storage, without prior written permission from Aviko Potato. In addition, it generally applies that during cultivation or storage, the sweet potatoes may only have been treated with and/or contain residues of products that do not pose any risk to human or animal health. They may only be scientific resources about which there is no discussion whatsoever about their harmfulness and those resources may not pose any risk of damage to image (including negative press), all at the appreciation of Aviko Potato.

The sweet potatoes that the supplier delivers to Aviko Potato must also comply with non-statutory requirements that Aviko Potato may impose in specific situations, after the agreement has been concluded. For pesticides products and other substances. If additional costs are associated with this for the supplier, this can be partly reimbursed in consultation with Aviko Potato.

6. Foreign bodies and crop residues as a result of crop-rotation

The supplier guarantees that the sweet potatoes supplied to Aviko Potato contain no foreign bodies. For example: ammunition, golf balls, animal material, large stones, glass, leaf plugs, pre-crop residues (including roots, chicory quills, corn stubble, (flower) bulbs), iron, wood, sprout sticks, poisonous plant parts, weed seeds, manure residues, peat clods, plastics and posts and /or other undesirable and/or dangerous and/or explosive substances.

The supplier must always remove foreign bodies from the freight before shipment. Aviko Potato has the right of rejection when found. Clauses that limit the supplier's obligation to pay compensation are never applicable to this damage and shortcomings. If, after approval of a cargo, contamination is found during unloading that is harmful to the recipient's installation, Aviko Potato always has the right to reject the batch or to clean the batch at another location, whereby the transport and cleaning costs will be given to the supplier.

7. Reporting calamities

Supplier must immediately notify Aviko Potato of any (alleged) food safety problems, such as fire, leakage of liquids such as oil, incorrect application of (pesticide and chemical) products, flooding, mixing, etc. When there are food safety problems in cultivation or storage, a notification period applies of max one working day. If the supplier discovers (alleged) food safety problems after delivery, he must inform Aviko Potato of this immediately, what means: within fifteen minutes by phone or by e-mail.

8. Miscellaneous

The sweet potatoes to be purchased by Aviko Potato must be completely free of quarantine diseases and even of suspicion thereof by the NVWA or foreign authority. When a supplier fails, Aviko Potato can refuse the sweet potatoes. It is expressly stated that supplying genetically modified sweet potatoes to Aviko Potato is not permitted. The supplier shall refrain from supplying sweet potatoes from storage sheds with fire damage and sweet potatoes that are not suitable for consumption.

Supplier guarantees trueness to variety. This means that varieties must be supplied under the correct (variety) name and that the variety requested by Aviko Potato must be supplied. The supplier may not supply different varieties together.

Aviko Potato is entitled to set additional requirements for the choice of plot prior to the cultivation of specific varieties.

The supplier is responsible for the safety of Aviko Potato employees as soon as they enter the supplier's plots, yard and/or used facilities. This includes dogs on a leash, sound and safe passageways and stairs, sufficient lighting and ventilation, a tidy yard and facilities related to public transport. Before entering plots, yards or facilities used, the Supplier shall inform the Aviko Potato employee of any resources used, such as pesticides or sprout inhibitors. Where appropriate, the supplier will warn Aviko Potato personnel if plots, yards or used facilities may not be entered due to health risks or as prescribed in the regulations for the resources used.

9. Finally

If the sweet potatoes to be delivered do not comply with one or more of the (food safety) provisions referred to in this chapter, and/or the supplier has not complied with those provisions, Aviko Potato is entitled to reject the sweet potatoes. An arrangement will then be made with the supplier regarding the sale of the batch. Failure to comply with the provisions of Chapter 2 is a shortcoming attributable to the supplier, on the basis of which it is liable towards Aviko Potato for all resulting damage suffered by Aviko Potato and its customers. For example, the supplier must pay all traceable damage caused by imperfections in the field of food safety, in the field of varietal identity, foreign components and by recalls (retrieving a product from the market) in full to Aviko Potato. The Supplier must insure itself against this risk. Provisions regarding limitation of liability do never apply to the shortcomings and damages referred to in this chapter.

3) Delivery

3.1 Delivery

The Supplier undertakes to cooperate in providing up-to-date quality data per batch, if Aviko Potato requests this. The cooperation consists of a) the actual delivery of up-to-date quality data in a format established for this purpose, or b) the supplier gives Aviko Potato permission to collect samples, after which these samples are processed in Aviko Potato's quality laboratory.

The delivery must take place at the specified time. If freights are delivered more than 2 hours late, the resulting costs will be fully borne by the supplier. The delivery times of non-regular loads, i.e. replacement or extra called loads, are determined in mutual consultation.

If the production process at Aviko Potato or at a customer of Aviko Potato is interrupted as a result of a machine breakdown, a fault in the electricity and/or water supply, and/or reduction in the demand for sweet potato products due to, for example, a pandemic or government measures, fire or otherwise, and/or in the event of force majeure comes to a complete or partial standstill, Aviko Potato has the right to have the delivery of (part of) the sweet potatoes take place at a later date and the right to terminate the agreement to dissolve in whole or in part, if the delivery has not taken place within 4 weeks, calculated from the time of Aviko Potato's notification that it suspends purchase in whole or in part, as well as at least thirty days between the time of cancellation and the contractually agreed final date of delivery. Aviko Potato is never obliged to pay compensation for damage in connection with this later delivery and/or dissolution. The time of a late delivery is determined in mutual consultation.

If the sweet potatoes have been purchased collected, the costs of transport will be borne by Aviko Potato, but the risk will remain with the seller until the moment it is transferred to Aviko Potato conform to the provisions of Article 7.

If the sweet potatoes have been purchased free of transport costs (FRANCO), the supplier must outsource the transport to AB Texel Holding B.V., unless agreed otherwise in advance. The costs of the transport will then be borne by the supplier.

Waiting hours calculated by the transporter are at all times borne by the supplier. The transport costs of rejected loads are also borne by the supplier. The purchase of collected sweet potatoes has always been delivered by a truck.

The sweet potatoes in a delivered unit (truck trailer) should in principle come from one batch. Only if requirements regarding specific sorting (eg fingerlings/S) cannot be obtained from one batch, with written approval of Aviko Potato, it is permitted to combine multiple batches into one batch. The supplier registers which parties are being merged so that "tracing" (traceability) up to plot level and the associated data is possible at all times. Delivering more than one variety per load is not allowed.

When delivering sorted sizes at Aviko Potato's request, a size tolerance of 3% on the agreed size is tolerated. Aviko Potato has the right to reject the cargo when there is a larger deviation.

The supplier undertakes to strictly comply with the "house rules" that apply at Aviko Potato or Aviko Potato's customer. These house rules aim, among other things, to guarantee personal safety, product safety, quality and environmental rules. In the event that a supplier or the persons engaged by it does not comply with these house rules, Aviko Potato and its customer have the right, after having given a warning, to remove this supplier or the person engaged by it from the site and to deny him further access to the premises. Repeated violation of these house rules, Aviko Potato has the right to dissolve the agreement with regard to the delivery of sweet potatoes, without being obliged to pay compensation for any damage. If Aviko Potato suffers damage as a result of this dissolution, the supplier is obliged to pay this to Aviko Potato.

Rejected loads must be removed from the Aviko site as soon as possible. If loads have not been removed after 24 hours, the supplier will owe Aviko Potato a fine of €25 per hour per load.

4) Weight retention

The weight determination of the sweet potatoes to be delivered to Aviko Potato takes place at the relevant processing location.

5) Sampling and quality control

5.1 Sampling

The quality of the sweet potatoes to be delivered to Aviko Potato is assessed as follows: Shipments delivered on time will be sampled within 4 hours, after arrival at the factory. Freights that are delivered too early compared to the originally agreed delivery time will not be sampled earlier than necessary for processing or within 4 hours after the originally agreed delivery time. Aviko Potato strives to sample freights that have been delivered too late within 4 hours of arrival.

Sampling and quality determination are carried out per load by appointed inspectors who are employed by Aviko Potato, by Aviko Potato's customer and/or a production plant of Aviko.

Sampling takes place by taking a sample of 100 tubers. Consisting of at least three sub-samples, taken during the inspection process or during unloading. The sweet potatoes are peeled with a peeling machine in such way that 70 percent of the skin has been removed from the tubers after peeling.

Aviko Potato has the right to unilaterally change the requirements, provided that those changes amount to a degradation of the standards. The quality requirements and total points are given in detail on the following pages.

The quality of the supplied sweet potatoes is determined based on the sample, with due observance of the following methods and standards.

Point total

The total points are calculated as follows:

1. The tubers with one defect receive the factor value as stated in the 'factor' column of the overview of quality standards.
2. Tubers with multiple defects are assigned the largest factor.
3. The values are added for all 100 tubers. This is the point total.

5.2 Quality control sweet potatoes

The sample is inspected on the following aspects:

1. Under size
2. Over size
3. Dry matters content
4. Brix-value
5. Foreign bodies
6. Smell deviation
7. Flesh color deviation

The 100 tubers are then inspected on the following aspects:

8. Internal dry (Pithy)
9. Deforming
10. Rot
11. Mold
12. Wrinkled (weak)
13. Crok-shaped end(s)
14. External plugs
15. Growth cracks
16. Damage affected by pests
17. Harvesting damage
18. Skin deviation
19. Damage

Specification quality control sweet potatoes			
Quality standards sweet potatoes			
Quality standard		Rejection border	
Sweet potato foreign bodies		Present in the sample = rejected	
Smell deviation		Present in the sample = rejected	
Flesh color deviation		Present in the sample = rejected	
Quality standard		Standard	Rejection border
Sizing (diameter)		F/S	M/L1
Under size		< 25 mm	< 50 mm
Over size		> 50 mm	> 100 mm
Brix-value		> 10 - < 14,5	< 10 - > 14,5
Dry matters content		> 20,5 - < 25,0	< 20,5 - > 25
Quality standard		Standard	Factor
Internal defects		Rejection border	
Internal dry			3,00
External defects			5%
Deforming			2,00
Rot			3,00
Mold		> 5 mm	3,00
Wrinkled (weak)			3,00
Cork-shaped end(s)			2,00
External plugs			2,00
Skin-defects			1,00
Growth cracks		> 5 mm	2,00
Small damage affected by pests		< 5 mm	2,00
Heavy damage affected by pests		> 5 mm	3,00
Small harvesting damage		2-10 mm	3,00
Heavy harvesting damage		> 10 mm	3,00
Small skin deviation			1,00
Heavy skin deviation			3,00
Small damage		< 2,5 mm	1,00
Heavy damage		> 2,5 mm	3,00

5.3 Discounts

With the quality determination, a number of points is awarded to a batch of sweet potato. As on the quality review form, three ratings are possible: approved, approved with a discount, and rejected.

A batch with a score of less than 25 points is approved. The agreed price is then paid on the quantity delivered. A batch with a number of points between 25 and 50 points is approved and Aviko can charge a discount for the loss of efficiency due to defects in quality.

A freight with a score of more than 50 points is worth rejecting and can be rejected. If the batch can still be processed, even if the number of points is higher than 50 points, a discount will be charged, to be determined by Aviko Potato.

If a batch is rejectable due to one or more rejection limits, it can be decided to reject the batch. If the batch can be processed even though the rejection limit has been exceeded, a discount percentage may be charged, to be determined by Aviko Potato.

6) Discounts and rejection

6.1 Trade & growing

Rejection

Aviko Potato notifies the supplier after sampling, within two hours during office hours, and within a maximum of 16 hours outside office hours, of the fact that the supplied sweet potatoes fall into the rejection class. Aviko also notifies the suppliers, in a reasonable period of time after discovery of hidden defects, foreign bodies and complaints of food safety within by Aviko Potato.

When the sweet potatoes offered for delivery are rejected, Aviko Potato has the right to require the supplier to supply sweet potatoes as a replacement. Which must of course meet the agreed requirements. When Aviko Potato does not exercise its right for a replacement delivery, the supplier is obliged to pay compensation for the damage.

When there is a difference of opinion between Aviko Potato and the supplier about the results of the quality assessment carried out by the inspector, Aviko Potato or their supplier can, at the wrong's expense, request Nederlandse Aardappel Organisatie (NAO) to appoint an expert. Which then determines, bindingly for the parties, whether the party meets the agreed requirements. Such a request to Nederlands Aardappel Organisatie (NAO) must be submitted in writing, no later than 24 hours after the quality assessment by the inspector. Nederlandse Aardappel Organisatie (NAO) (Van Stolkweg 31, 2508 AC den Haag, +31 70 358 93 31, nao@nao.nl), with a copy tot the oter partyt, After 24 hours, this right lapses and the outcome of the quality assessment by the inspector is definitive and inviolable and is binding between the parties.

When there is a difference of opinion between Aviko Potato and the supplier about foreign bodies, hidden defects or complains about food safety, the most willing party can, request Nederlandse Aardappel Organisatie (NAO) to appoint an expert. De outcome of the expert is binding to Aviko Potato and the supplier.

7) Risk transfer

The risk of the sweet potatoes purchased by Aviko Potato transfers from the supplier to Aviko Potato after Aviko Potato or Aviko Potato's customer has approved their quality when arrived at the delivery address. Unless demonstrable and traceable defects are subsequently established in the relevant batch of sweet potatoes, which were not detected during the sampling.

Any liability of Aviko Potato for damage suffered by the supplier, for whatever reason, is excluded.

8) Price

8.1 Invoices

Aviko Potato always takes care of the invoicing, for the goods and services purchased and sold by it. The supplier states its VAT-number in the purchase agreement and returns the purchase agreement to Aviko Potato by email. The supplier will provide Aviko Potato with its VAT-number by e-mail upon first request.

The other party declares that it will accept the purchase invoices drawn up by Aviko Potato for the goods and services it has delivered to Aviko Potato, as well as the sales invoices from Aviko Potato for the goods and services delivered by Aviko Potato (unless the other party makes the correction as described below in writing).

The other party is responsible for ensuring that the purchase invoice meets all requirements set in or pursuant to the law.

The other party does not issue invoices to Aviko Potato.

In the event of inaccuracies in Aviko Potato's invoice, the other party has the opportunity to have Aviko Potato correct the invoice 10 days after the "booking date" stated on the invoice. The request for this must be sent in writing, by email, to the financial administration of Aviko Potato. This request should at least include:

- a. The number of the invoice
- b. Specification of the incorrect information

The "booking date" is the date on which the invoice was created.

The other party must inform Aviko Potato immediately, within 24 hours, in writing, by email, in the following cases:

- a. A change of VAT-number
- b. Sale of the company or part of the company that supplies the relevant goods and services to Aviko Potato
- c. Upon termination of VAT-registration as an entrepreneur.

8.2 Term of payment

Aviko Potato will pay for the approved and accepted sweet potatoes 30 days after the end of an agreed delivery period within which deliveries have been made. If Aviko Potato is in default, it will owe interest of 0.2% per month. Aviko Potato never owes extrajudicial costs.

8.3 Application

Article 8.2 of these terms and conditions applies to agreements that Aviko Potato concludes with a supplier that supplies sweet potatoes. The price, as stated in the contract, applies to the netto quantity of tubbers delivered.

8.4 Set-off authority

Aviko Potato and all its group companies are authorized to set off all amounts owed to one or more of them by the other party and the (legal) persons affiliated with the other party, whether or not due and payable, against that which Aviko Potato and/or its group companies owe the other party and the other party affiliated (legal) persons, whether or not due and payable. The right of set-off therefore also applies (in derogation from Article 6:127 paragraph 3 of the Dutch Civil Code) if claims and debts in each other's separate powers.

8.5 Disposal

The costs that are deducted from the revenue include, among other things, the costs of storage and offering the sweet potatoes on the market. If contracted sweet potatoes are not collected, no payment will be made for their removal.

9) Final provisions

9.1 Mediation

If a dispute related to (a shortcoming in) the implementation of the agreements cannot be settled by means of consultation between the parties, the parties shall, before competent arbitration institute, make an effort to resolve the dispute by means of mediation in accordance with the regulations of the Netherlands Mediation Institute, as they read on the date of signing the agreements to which these terms and conditions apply or of further agreements that are a result thereof. The most willing party submits a written request to that effect to Stichting Geschillen in de Landbouw c.a., PO Box 245, 6700 AE Wageningen.

The most willing party will notify the other party of its intention to proceed with mediation in writing or electronically.

If the most willing party has not received a response from the other party within 14 days after the notification referred to in the previous paragraph, which shows that the other party is also prepared to resolve the dispute through mediation, the dispute will be settled by means of arbitration by the Stichting Geschillen in de Landbouw. In accordance with the arbitration regulations of that foundation.

9.1.1 Arbitration

Disputes arising from the agreements to which these terms and conditions apply or from further agreements resulting therefrom, will be settled by arbitration, with the exclusion of the civil court, in the manner as determined in the arbitration regulations of the Stichting Geschillen in de Landbouw in Wageningen. The arbitration will take place in Wageningen. The working language is Dutch.

9.2 Application law and limitation periods

The other party is - under penalty of forfeiture of all its rights, including the right to request arbitration - obliged to request arbitration no later than three months after it has become apparent that the dispute cannot be resolved amicably between the parties. The period of three months starts to run after a A) The mediation procedure has been stopped without an agreement between bought parties or B) One of the parties communicates to the other that they don't want a mediation procedure. Dutch law is exclusively applicable to all agreements concluded with Aviko Potato. The provisions of the Weens koopverdrag do not apply.

Any claim of the other party against Aviko Potato will expire one year after the claim arose.

In case of differences between the Dutch text of these terms and conditions and translations thereof, as well as in the interpretation of these general terms and conditions, the Dutch text is decisive. If one or more provisions of these terms and conditions are void or voidable, this will not affect the other provisions and that provision will be replaced by a new provision that corresponds as closely as possible to the void/nullified provision.

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