

These International Shipment Requirements and Sales Terms (“Requirements”) apply to all cross border product shipments (“Products”) provided by Grower/Supplier in relation to a Purchase Order (as defined below) issued by Robinson Fresh or identified in some other written agreement between Grower/Supplier and Robinson Fresh regarding the sale of Products which reference these Requirements.

A. International Shipment Requirements:

1. Robinson Fresh and Grower/Supplier agree that Sales Terms set forth in the Purchase Order (or other written agreement between Robinson Fresh and Grower/Supplier) will outline the parties respective transportation obligations related to Products orders.
 - a. When Robinson Fresh is responsible to arrange the international transportation of the Products from the country of origin to the country of final destination (Incoterms 2010 FCA and FOB), Robinson Fresh will be the responsible customs “importer of record”, and Robinson Fresh shall be responsible for all customs clearance formalities and costs associated with importing the Products into the country of final destination.
 - b. When Grower/Supplier is responsible to arrange the international transportation of the Products “Delivered” (sale terms Delivered Duty Paid (DDP Incoterms 2010) or when Robinson Fresh is acting as a U.S. sales agent on behalf of Grower/Supplier (sales agent/account of sale), Grower/Supplier agrees that Robinson Fresh will not be a party to the importation of the Products, and that the sale of the Products is consummated after importation. Grower/Supplier will neither cause nor permit Robinson Fresh’s name to be shown as the customs “importer of record”, and Grower/Supplier shall be responsible for all customs clearance formalities and costs associated with importing the Products into the country of final destination. Robinson Fresh, at its sole discretion, may agree in writing to become the “importer of record” on behalf of Grower/Supplier when the sale terms are “Delivered” or Delivered Duty Paid (DDP Incoterms 2010) and in all such instances, Grower/Supplier agrees that Robinson Fresh as the “importer of record” shall have the right to choose and direct the customs broker used to facilitate the importation transactions.
2. With regard to all direct sales of Products by Grower/Supplier to Robinson Fresh and/or Products sales agent/account of sales transactions conducted by Robinson Fresh on Grower/Supplier’s behalf, Grower/Supplier warrants to Robinson Fresh that Grower/Supplier is in compliance with all applicable national, federal, provincial, state and/or local country of origin labeling and related requirements, including those required by the U.S. Customs and Border Protection (“CBP”) or other customs authorities in the country of final destination, and those contained in the Agricultural Marketing Act, as amended by the 2002 Farm Bill, and the implementing regulations (collectively, “**Country of Origin Requirements**”), and will provide to Robinson Fresh all reasonable assistance requested by Robinson Fresh to enable Robinson Fresh to comply with the Country of Origin Requirements as they apply to Grower/Supplier’s Products. Specifically, Grower/Supplier shall:
 - Label or include with all Products subject to the Country of Origin Requirements all country of origin information that Robinson Fresh is required to display or maintain with respect to the Products;

- Comply with all record keeping and product segregation standards required by the Country of Origin Requirements; and
 - Provide to Robinson Fresh upon request the results of an audit of the program used by Grower/Supplier to comply with the Country of Origin Requirements performed by the USDA or other third party reasonably acceptable to Robinson Fresh, provided that Robinson Fresh makes such audit request in advance and in writing.
 - Provide to Robinson Fresh the accurate country of origin information in the customs invoice or other applicable documentation. Grower/Supplier will provide Robinson Fresh certificates of origin relating to such Products within the meaning of the rules of origin of the NAFTA or other preferential duty provisions and execute such other documents as may be necessary for Robinson Fresh to claim duty preference under any application programs.
3. Grower/Supplier shall ensure that Products are free from sand, soil, earth, or other growing medium, must be within the size-age limitations, and must be properly labeled, invoiced and accompanied by the original phytosanitary certificate. Leaf mold and other decayed vegetable molds are considered soil. Plants arriving in or contaminated with sand, soil, earth, or in a growing medium from an unapproved source will result in government agencies refusing entry. Grower/Supplier agrees to reimburse Robinson Fresh for any costs, fees, losses and penalties incurred by Robinson Fresh associated with any non-compliance to this requirement.
 4. If Products will cross an international border, Grower/Supplier shall ensure all wood packaging material (e.g., pallets and crates) are accurately marked as either heat treated or fumigated with methyl bromide in accordance with the standards based on the International Plant Convention, including, without limitation, the International Plant Protection Convention's International Phytosanitary Measure 15 ("ISPM 15"). If any wood packaging material is rejected by a government authority for failure to comply with ISPM 15, or similar standards, Grower/Supplier agrees to reimburse Robinson Fresh for any costs, fees, losses and penalties, including but not limited to the cost of rework, destruction, or re-export, incurred by Robinson Fresh associated with non-compliant wood packaging materials.
 5. Grower/Supplier shall notify Robinson Fresh in writing, including email, not more than one business (1) day of its knowledge of any U.S. Food and Drug Administration (FDA) Import Alert issued that specifically involves Grower/Supplier, whether or not the Import Alert involves the Products being shipped to Robinson Fresh by Grower/Supplier. The written notice from Grower/Supplier to Robinson Fresh shall be issued to the Robinson Fresh personnel identified in the Robinson Fresh Recall/Withdrawal Protocol and Communications Requirements posted at <http://www.robinsfresh.com/Growers/documents/>.

B. International Sales Terms:

One of these Sales Terms shall apply to the purchase and sale or marketing arrangement of all Products provided by Grower/Supplier to Robinson Fresh, which such Sales Term shall be identified in the applicable Purchase Order or in some other written agreement between Grower/Supplier and Robinson Fresh regarding the sale of Products which reference these Requirements, including but not limited to a Standard Supplier Agreement or Preferred Grower Agreement ("Written Agreement"). "Purchase Order" is defined as the written order issued by Robinson

Fresh to Grower/Supplier for Product, which Product is to be provided by Grower/Supplier to Robinson Fresh under the terms of the Written Agreement. The sales term shall identify the type of transaction being completed between Robinson Fresh and Grower/Supplier as well as the applicable Incoterms 2010.

1. **FCA SELLER'S FACILITY** - Direct Purchase Fixed Price Transactions – Free Carrier (FCA Incoterms 2010): Robinson Fresh is purchasing the Products directly from Grower/Supplier with Robinson Fresh responsible for inland transportation, freight forwarding, international transportation and insurance to the country of final destination. Grower/Supplier is responsible for clearing the Products for export. The Purchase Order, Written Agreement, or other communication will designate the sale term as “FCA ORIGIN” at the mutually agreed FCA fixed price.
2. **FCA FOREIGN PORT** - Direct Purchase Fixed Price Transactions – Free Carrier (FCA Incoterms 2010): Robinson Fresh is purchasing the Products directly from Grower/Supplier with Grower/Supplier responsible for inland transportation and export clearance. Robinson Fresh is responsible for freight forwarding, international transportation and insurance to the country of final destination. The Purchase Order, Written Agreement, or other communication will designate the sale term as “FCA FOREIGN PORT” at the mutually agreed FCA fixed price.
3. **FOB OCEAN** - Direct Purchase Fixed Price Transactions – Free On Board (FOB Incoterms 2010): Robinson Fresh is purchasing the Products directly from Grower/Supplier with Grower/Supplier responsible for inland transportation, export clearance, origin terminal charges and vessel loading charges. Robinson Fresh is responsible for freight forwarding, international transportation and insurance to the country of final destination. The Purchase Order, Written Agreement, or other communication will designate the sale term as “FOB OCEAN” at the mutually agreed FOB fixed price.
4. **DAP DESTINATION** - Direct Purchase Fixed Price Transactions – Delivered At Place (DAP Incoterms 2010): Robinson Fresh is purchasing the Products that Grower/Supplier will be responsible for shipping to the destination country. Grower/Supplier is responsible for international transportation and insurance to the named destination named place (airport, ocean port or customs port, or final warehouse). The Purchase Order, Written Agreement, or other communication will designate the sale term as “DAP DESTINATION” at the mutually agreed DAP fixed price.
5. **DDP DELIVERED** - Direct Purchase Fixed Price Transactions – Delivered Duty Paid (DDP Incoterms 2010): Robinson Fresh is purchasing the Products that Grower/Supplier will be responsible for shipping to the destination country. Grower/Supplier is responsible for international transportation, insurance, customs clearance, and delivery. Grower/Supplier would be required to act as a “foreign importer of record” or duly authorize an agent in the country of destination in order to act as the importer of record. The Purchase Order, Written Agreement, or other communication will designate the sale term as “DDP DELIVERED” at the mutually agreed DDP fixed price.

6. **INCOTERMS 2010 OTHER** – Robinson Fresh and Grower/Supplier may mutually agree to designate a sale term not identified in Section B.1. through B.5 in a Purchase Order and/or other written agreement pertaining to the subject matter thereof.

C. Other Applicable Terms

1. **Modification from Direct Purchase Transaction to Sales Agent/Account of Sale Transaction** - If the Products are not in compliance with the requirements of the Purchase Order, Written Agreements, and/or are rejected by Robinson Fresh or Robinson Fresh's customer for quality, packaging, or other non-compliance reason(s), Robinson Fresh may, in its reasonable discretion, determine to modify and change the Products' initial direct purchase transaction to a marketing sales agent/account of sale transaction, and attempt to sell the deficient/rejected Products to a third party on Grower/Supplier's behalf and/or dispose of/dump the deficient/rejected Products. Robinson Fresh will notify Grower/Supplier of any deficient/rejected Products by Robinson Fresh or Robinson Fresh's customer, as applicable, within two (2) business days of such determination and/or rejection. Grower/Supplier and Robinson Fresh expressly agree that Grower/Supplier must, upon receiving notice of deficiency and/or rejection by Robinson Fresh, (emphasis added), request in writing that any additional destruction certifications and/or inspections be performed on the rejected Products. A business day is any day when substantially all banks are open for business in Minnesota and the U.S. mail is delivered regularly in Minnesota.
2. **Inspection, Acceptance and Transfer of Title** - Robinson Fresh shall have the right to inspect the Products to determine that the Products meet the specifications and other requirements set forth in the Purchase Order and/or Written Agreement, including but not limited to, with regard to international shipments of Products, at the designated delivery location in the U.S. Unless Grower/Supplier is notified within two (2) business days of physical receipt of Products in the country of destination of a potential claim related to a specific commercial lot, Robinson Fresh and Grower/Supplier mutually agree that Robinson Fresh has accepted the Products. With regard to all direct purchase transactions between Robinson Fresh and Grower/Supplier, title to the Products shall pass from Grower/Supplier to Robinson Fresh at the time of acceptance of compliant Product.
3. **Title and Risk: Shipment** - Unless otherwise indicated on the Robinson Fresh Purchase Order, title and risk of loss with respect to the Products will remain with Grower/Supplier until the Products have been placed in the possession and control of or accepted by Robinson Fresh, or an agent or consignee duly designated by Robinson Fresh. A bill of lading must accompany each shipment. If a shipment is to a consignee or agent of Robinson Fresh, a copy of the bill of lading must be forwarded concurrently to Robinson Fresh. Count or weight as reported by the vendor as compared to actual receipt by Robinson Fresh or its agent or consignee, will be final and binding upon Grower/Supplier with respect to such shipment.