

GENERAL

- 1.1 The following terms have the stated meaning in these general terms and conditions:
 - a. Counterparty or Buyer: the party that purchases an item from Agricult, hereinafter counterparty
 - b. Contractor = Seller = Agricult
 - c. The item can entail product, knowledge or services.
- 1.2 These terms and conditions are applicable to all agreements and offers to deliver items and services in whatever form by Agricult BV. Agreements that deviate from these terms and conditions shall only be binding to us if they are explicitly confirmed by us in writing.
- 1.3 Except with explicit written confirmation, we are in no way bound by agreements made with subordinates/unauthorised members of our staff or people brought in by us in the framework of the agreement.
- 1.4 The terms and conditions (of purchase) of our counterparty are not applicable unless this is explicitly confirmed by us in writing.

OFFERS

- 2.1 All our offers are free of obligation and based on the information provided by our counterparty with their request.
- 2.2 Unless otherwise indicated, all prices exclude VAT, ex works. The greatest possible care has been taken to ensure the correct statement of prices and technical descriptions in our catalogues, price lists and other price offers. If, in spite of this, they still contain inaccuracies, the buyer cannot derive any rights from this.
- 2.3 Deviations from offers made shall only be binding to us if they are confirmed or agreed upon by us in writing.
- 2.4 The stated price is based on the purchase price and other cost factors. If one of these unforeseeable cost price components increases after the offer but before the delivery, in particular import and/or export duties, taxes and/or the exchange rate of the euro to the foreign currency in which we have purchased the goods, we reserve the right to charge on these increases to a reasonable extent.

DELIVERY

- 3.1 Delivery shall be ex works, unless otherwise agreed. Any other agreed location for delivery must be reachable with a normal lorry. Extra costs related to difficult accessibility or delivery at a different location than referred to above shall be at the buyer's expense. The risk of the delivered item shall transfer to the counterparty at the moment of delivery or at the moment that the items are offered by the counterparty for receipt, or from the moment of the first offer.
- 3.2 In case of delivery to foreign countries, the shipping costs shall always be at the counterparty's expense, unless otherwise agreed.
- 3.3 We reserve the right to choose the shipping method. A different shipping method desired by the counterparty shall always be at the counterparty's expense and risk.
- 3.4 The stated or discussed delivery time shall never apply as a statutory limit. If the agreed delivery time is exceeded, the counterparty shall be entitled to propose a reasonable further period for the delivery by registered letter. Only after this period is exceeded can we be held liable for exceeding the period.
- 3.5 The counterparty shall undertake to take receipt of the items upon delivery. If the counterparty does not take receipt of the items to be delivered, the items shall be stored at its expense

and risk. If, in spite of notice from us, the Buyer has not collected the items within one month, we shall be entitled to sell the items to third parties and to hold the original counterparty liable for the costs and any loss. The counterparty shall at all times be required to pay the costs of the aforementioned storage and the (extra) shipping and administration costs incurred by us.

- 3.6 We are entitled to charge extra labour hours and costs if the delivery encounters delays due to circumstances that cannot be attributed to us.

FORCE MAJEURE

- 4.1 In particular, war, the threat of war, civil war, rioting, strikes, transport difficulties, fire or other serious disruptions in our company or those of our suppliers shall be regarded as force majeure.
- 4.2 In case of force majeure, which includes all circumstances that hinder us in the normal performance of our operations, we shall be entitled to either extend the the period of delivery by the duration of the force majeure or to dissolve the agreement, insofar as it has not yet been performed, without legal intervention, without being required to compensate, in any form whatsoever, to pay the counterparty any compensation of damages.

PAYMENT

- 5.1 Unless otherwise agreed, payments must be made within 14 days after the invoice date, either in cash or to an account to be indicated by us, without any deduction or settlement.
- 5.2 We are at all times entitled to request advance payments for the goods to be delivered.
- 5.3 The payment obligation is only met if the full monetary amount associated with this, including any interest, fees, etc., is in our possession in the form of cash or deposits to our bank or giro account.
- 5.4 If the payment is not made within the agreed period, the counterparty shall be regarded as being legally in default and we shall be entitled, without any notice of default being required, to compensation of interest equal to 1% per month as of the expiry date.
- 5.5 All costs reasonably incurred for collection of the claim, both judicial and extrajudicial, shall be at the expense of the counterparty in default, such that the extrajudicial costs are fixed at 15% of the amount in arrears with a minimum of 115.00 euros.

PACKAGING

- 6.1 Packaging for which a refundable deposit is charged shall remain our property and must be returned within 6 months. We will not take back other packaging, and this is not included in the purchase price.
- 6.2 The amounts charged for packaging have the character of a deposit and, if the packaging received back is in good condition and is provided with the marks, labels and inscriptions applied by us, the respective amounts will be refunded/credited.
- 6.3 If packaging is not in good condition, or is not returned as a whole within the set period, we have the right not pay compensation or credit in full or in part, and in cases of seriously damaged packaging, we have the right to charge the cost price of the packaging to the counterparty.

RETENTION OF TITLE

- 7.1 After delivery, goods delivered shall remain our property until the moment that the counterparty has completely fulfilled all its obligations ensuing from the respective agreement.
- 7.2 If the counterparty remains in default according to the previous paragraph, it shall, now and for the future, undertake to provide its full cooperation to give us the opportunity to recover the respective goods from it.

PROVISION OF INFORMATION BY THE COUNTERPARTY

- 8.1 The counterparty shall undertake to make all information and data available in writing that Agricult deems necessary from the counterparty for the correct performance of an order to deliver an item, in good time and before issuing the definitive order.
- 8.2 The provisions in the previous paragraph particularly apply to: the requirements that are set for an item by the counterparty; the circumstances under which the order must be performed; the circumstances under which the item delivered (e.g. equipment) must function.
- 8.3 If the provisions of paragraphs 8.1 and 8.2 are not fulfilled properly/fully or not on time, all rights to warranty and liability shall lapse.

CONFIDENTIALITY

- 9.1 The counterparty shall treat all written (drawings, data, software, etc.) and oral information received from Agricult as strictly confidential. All information remains property of Agricult and shall not be shown or made public to anyone and the counterparty shall also ensure that third parties cannot gain knowledge of information that is subject to confidentiality. If the confidentiality referred to in this paragraph is intentionally or unintentionally breached, then the counterparty shall undertake, now and for the future, to compensate all damages and lost revenue caused by this. The provisions of this paragraph shall in particular apply if there are new product developments, products, product combinations or custom solutions or new/special recommendations, and the like.
- 9.2 The counterparty shall require its employees and third parties brought in by it to adhere to its obligations on the basis of the previous paragraph.
- 9.3 If the ownership of the counterparty is transferred, all confidentiality obligations under these terms and conditions shall transfer to the new owner, even if the relationship/partnership is ended.

INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 Agricult BV reserves all copyrights as well as all other intellectual or industrial property rights on the designs, sketches, images and drawings, models, programming and quotations, etc. that it provides, unless explicitly confirmed otherwise in writing. These items remain its property and may not be copied, shown to third parties or in any other way used or made public without explicit permission, regardless of whether costs have been charged to counterparty for this. Counterparty shall undertake to send these items back to contractor upon first request.
- 10.2 The counterparty is explicitly prohibited, and it shall now undertake the obligation, insofar as our products (including intellectual products) are not protected by any special industrial/intellectual property right such as patents, design or modelling rights, that it shall in no case, in whoever's name, attempt to obtain patents or other forms of product, design or modelling rights or mark registration on our products/knowledge. The counterparty is further not permitted to imitate or exploit our knowledge and/or products or give others the opportunity to do this. If the counterparty is

nevertheless culpable for what is described in this paragraph, aside from all damages, costs, present and future lost revenues, an immediately payable fine of 45,000 euros per violation shall be owing by the counterparty to us.

- 10.3 It is prohibited to change the serial numbers and identifying marks of our products. The application of other identifying marks that could give the impression that the product has come from the counterparty or from third parties is prohibited.
- 10.4 If products are sealed by Agricult by means of a paint, aluminium and/or other seal, anyone except for authorised employees of Agricult are strictly prohibited from breaking or removing such seals, on penalty of a fine payable immediately of 45,000 euros per violation + 4,500 per day that the product supplied has had a broken seal such that the sealed part could be opened, without this having been reported to us in writing. The counterparty must take due care to ensure that the seal is not broken or removed. Any seal breakage or removal or absence of a seal shall be reported to us immediately in writing.
- 10.5 If access is still obtained in any way to the sealed part without breaking or removing the seal, this shall be regarded and treated as if the seal was broken or removed, with the corresponding fines.

WARRANTY

- 11.1 Unless otherwise agreed, the warranty provisions set by our suppliers shall apply to the goods supplied by us. We do not provide a warranty on standard products that are adapted by us, whether or not at the request of the counterparty, specially produced products, newly developed products in a non-standard assembly/composition, unless otherwise agreed in writing.
- 11.2 The fulfilment of the warranty obligations shall apply as the sole and full compensation of damages; any further liability for whatever reason shall be explicitly excluded.
- 11.3 All warranty obligations shall lapse in the case: finishing processes, changes or repairs have been made without our prior permission.
- the item delivered is not properly maintained in the usual way.
 - the item delivered is used improperly or not according to its intended use.
 - if the item delivered is used/applied for new applications, product developments, custom solutions by means of new applications of the item delivered and innovations using the item delivered in general, even if this is done in collaboration with Agricult BV unless otherwise confirmed and agreed upon by us in writing.
 - if the counterparty does not or not properly/fully fulfil any obligation on time, including payment obligation ensuing from the agreement(s) concluded with the counterparty.
 - if all the seals are broken in a sealed product.
- 11.4 If a counterparty is going to use the item delivered for something other than the original intent and wishes to have a valid warranty, it must request this from Agricult in writing before purchase of the item delivered. This request must in any case include: a clear description of how the item delivered will be used; what performance the counterparty expects from the item delivered and in what cases the counterparty believes it is entitled to warranty.

LIABILITY

- 12.1 Subject to appeal to warranty and subject to intent or gross negligence on our part, all liability on our side for damage to the item delivered or damage resulting from (consequential damages) defects in or on goods sold, either at the counterparty or at third parties, is explicitly excluded.
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- 12.2 Subject to intent or gross negligence, we are further not liable for errors by our staff, or of people who are brought in by us in the framework of the agreement.
- 12.3 We do not accept any liability for consequences/damages ensuing from inaccuracies, errors or omissions in data provided by third parties or counterparty.
- 12.4 Where no control can be exercised by the seller over the storage/preservation, transport, processing, mixtures, use, applications, weather conditions, etc., we accept no liability for any diminished functioning or damage or consequential damages caused by the use of our products, in particular this applies to crop protection agents, additives and foliar fertilisers.
- 12.5 We always devote the greatest possible care on our spraying equipment. However, we do not accept any liability for a poor result, (spray) damage and/or consequential damages resulting from our spray equipment, given that we do not have control or influence on many factors, such as the various conditions at the moment of working, such as crop protection agents used, the weather, material, expertise of the person or people in question and other circumstances and preconditions that are important for the good functioning of our spray equipment.
- 12.6 Recommendations are always made with the greatest possible care based on the data and conditions available at that moment. However, we do not accept any liability for a poor result, damage and/or consequential damages resulting from the advice we have given, given that we do not have control or influence over many factors, such as the various conditions at the moment of working, such as the weather, material, expertise of the person or people in question, etc. This particularly applies to recommendations relating to the use of our spray equipment, crop protection agents, additives and foliar fertilisers.

CLAIMS

- 13.1 Claims in relation to visible defects must be submitted within 14 days after receipt of the goods, and for concealed defects claims must be made within 14 days after a defect is or could be discovered.
- 13.2 Only claims by registered letter will be processed.
- 13.3 If the period referred to in paragraph 1 of this article is exceeded, or the item delivered by us has already been processed, the right to submit a claim shall lapse.

RETURNS OF GOODS

- 14.1 The item delivered can only be taken back if it is still in the intact original packaging, unless any defect can only first be found after opening the packaging.
- 14.2 Except in the case that an item sent on approval is explicitly agreed upon, goods may only be returned with our explicit permission.
- 14.3 Returns shall be sent postage paid, with reference to our written permission and with our original packing list enclosed.

CANCELLATION

- 15.1 In case of cancellation of the agreement by the counterparty for any reason whatsoever, we reserve the right to demand fulfilment.
- 15.2 If we accept a cancellation, we shall be entitled to charge the counterparty for all the costs incurred up to that time, as well as a reasonable percentage of the amount that is involved in the agreement with regard to lost profits, all with a minimum of 10% of the aforementioned amount.

SUSPENSION AND DISSOLUTION

- 16.1 If the counterparty does not properly fulfil any obligation in good time pursuant to the agreement concluded, or if there is

- a well-founded concern that this will occur, or in case of bankruptcy or suspension of payments of the counterparty or in case of cessation, sale or liquidation of their company, we shall be entitled to suspend the performance of the agreement with a reasonable period, or to dissolve the agreement, without prejudice to any other rights accruing to Agricult BV.
- 16.2 The claim with regard to the part of the agreement already executed, as well as the damages ensuing from the suspension or dissolution, including lost profits, shall be payable immediately.

DAMAGES

- 17.1 If counterparty acts or has acted in conflict with these general terms and conditions or the supplement thereto, the contractor shall be entitled to recoup the damages caused by costs, lost revenue/sales, etc. from the client. Counterparty accepts, now and for the future, that it shall compensate these damages, provided its amount is determined reasonably.

APPLICABLE LAW

- 18.1 All agreements concluded by us are exclusively subject to Dutch law.
- 18.2 All disputes ensuing from the agreements concluded by us shall, insofar as possible pursuant to the respective legal provisions, with the exclusion of any other institution, shall fall under the competence of the authorised court in our place of establishment, or the place of establishment of our counterparty.

AGRICULT B.V.
A.H.P. van de Ven (directeur)
