

## GENERAL PURCHASE CONDITIONS OF “BIOORGANIC HOLLAND B.V.”, HAVING ITS REGISTERED OFFICE IN THE NETHERLANDS.

### Article 1 - applicability

- 1.1 The general conditions shall be applicable to all offers to and contracts with “Bioorganic Holland B.V.”, having its registered office in Horn, Gravin Annastraat 1, 6085 CJ, The Netherlands (hereinafter: the company), with regard to the delivery of goods by the offerer or, as the case may be, the other party (hereinafter: the supplier) to the company. This shall also apply if the supplier acts as an intermediary (in the name and for the account of a third party). In that event, these general conditions, *mutatis mutandis*, shall also be applicable to the relation between the supplier and the person in whose name and for whose account the company has acted.
- 1.2 The applicability of the supplier’s general conditions is hereby expressly rejected.
- 1.3 For the implementation of that stipulated in the agreement, the client shall permit the supplier to make use of third parties who are not the employees of the supplier. These general conditions of sale, delivery and payment shall also apply to the legal acts carried out by these third parties in connection with the performance of obligations resting on the supplier pursuant to the agreement.
- 1.4 Any deviations and/or additions to any stipulation in these general conditions of sale, delivery and payment shall only be binding for the supplier in the event that these deviations and/or additions have been expressly agreed on between the supplier and the client without reservation and in writing. The deviations and/or additions that may have been agreed on shall only apply to the agreement concerned.
- 1.5 In the event that after the intervention of a judicial body, any stipulation of these general conditions of sale, delivery and payment appears to be null and void, only the provision concerned shall be deemed not to apply. All other stipulations shall continue to apply without prejudice.

### Article 2 Offers and prices

- 2.1 All requests made, orders placed and/or offers made by the company or its subordinates are completely without engagement, unless stated otherwise.
- 2.2 An agreement will be realised after the company has expressly accepted the offer made by the supplier in writing.
- 2.3 All agreements concluded by the company will be deemed to be realised at the business address of the company, both with regard to the implementation and the payment of the agreement.
- 2.4 All sums mentioned in quotes, offers, agreements and assignments will be in Euros unless the parties agree otherwise in writing.
- 2.5 A price agreed cannot be increased by the supplier, also not if the supplier is confronted by a cost price increase, unless the company expressly agrees to the price increase in writing.
- 2.6 The company can demand that the supplier keeps to an offer he has made.

### Article 3 - contract

- 3.1 A contract, which, in this Article, also includes changes and/or additions made to it, shall be binding to the supplier only after the express approval of the latter’s board of directors. Undertakings by and contracts with employees of the company shall not be binding to him.
- 3.2 A unilateral annulment of the contract on the part of the supplier shall be void, unless the company has given its written approval of such annulment.

### Article 4 – Prohibition of making offers to the client of the company

Bioorganic Holland B.V.  
IABC 5194  
4814 RA Breda  
The Netherlands  
Tel: +31 (0) 765 22 09 22  
Fax: +31 (0) 765 28 97 28  
E-mail : [info@bioorganic.nl](mailto:info@bioorganic.nl)  
Internet : [www.bioorganic.nl](http://www.bioorganic.nl)  
V.A.T. no.: NL 815423925B01  
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The supplier will completely refrain from, either directly or through the mediation of third parties, submitting quotations and/or offers to the client of the company regarding matters with respect to which the company is (or has been) negotiating with the supplier or a contract has been made.

## Article 5 - prices

Unless it has been expressly stipulated otherwise, all prices shall be fixed, exclusive of sales taxes, import- and export duties, excise duty and all other levies and taxes in connection with or in relation to the goods or the delivery, provided that the supplier does have the right of passing on any statutory price increases to the company. Furthermore, the prices shall be based on the delivery conditions specified in the following Articles.

## Article 6 - delivery, (delivery) periods

- 6.1 Unless it has been expressly agreed otherwise, delivery shall take place "Delivery Duty Paid"(DDP) at a place indicated by the company. In interpreting the delivery conditions, the determining factor shall be the issue of Incoterms most recently published at the time of making the contract and as has been published by the International Chamber of Commerce. On the understanding that delivery will at all times take place within Europe. In the unlikely event that the company must collect goods outside Europe itself, the goods will only be for the account and risk of the company from the time that they arrive in the Netherlands.
- 6.2 In the event that the goods are delivered by the supplier elsewhere in Europe, up to the actual time of delivery, they will be for the account and risk of the supplier.
- 6.3 The supplier will deliver the goods at the date specified in the contract, or no later than on the last day of the period specified therein, and, in the absence of an agreed date or period, no later than within three (3) days. This date or, as the case may be, period shall serve as deadline. A delivery period specified in the contract shall become effective on the day of making the contract.
- 6.4 At the company's request, the supplier shall be obliged to deliver the goods at a date later than the agreed date, without being in a position of claiming a payment for damages and costs in connection with this.
- 6.5 If the company has acted as an intermediary, the delivery of the relevant goods shall take place directly by the supplier in whose name and for whose account the company has acted.
- 6.6 The supplier shall have the right of making partial deliveries only after a prior, express permission from the company.

## Article 7 - transport, unloading

- 7.1 The transport and the unloading of goods shall take place for the account and risk of the supplier in accordance with the delivery conditions referred to in the previous Article.
- 7.2 Under no circumstance can the supplier lay claim on a payment for damages and costs as a result of any delay arising from the unloading of the delivered goods.
- 7.3 The signing of delivery notes and other documents shall not imply any approval of the delivered goods and does not discharge the supplier of any warranty and/or liability.

## Article 8 – certificates

- 8.1 Regarding goods that have been specified in terms of quantity and/or weight, the supplier shall, at all times, make available to the company the weighing- and testing-certificates in due time, yet no later than at the time of delivering the goods.
- 8.2 If certificates or attestations are otherwise required in the contract, the supplier will also make these available to the company in due time, yet no later than at the time of delivering the goods, unless it follows from the nature of the certificate and/or attestation that this shall take place at another time.

## Article 9 - packaging

Bioorganic Holland B.V.  
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The Netherlands  
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- 9.1 The supplier will package goods properly at his expense. He shall be accountable for damages and costs caused by inadequate packaging and/or damage to this packaging.
- 9.2 The company shall not be obliged to pay packaging costs, unless it has been expressly agreed otherwise.
- 9.3 The supplier will take back any packaging of the goods on first demand of the company and retrieve it from the company at his expense, while at the same time, restituting the costs it has been charged with by the supplier for this packaging.

## Article 10 - quality

- 10.1 The supplier guarantees that the delivered goods shall be:
- in accordance with the prevailing or, as the case may be, agreed regulations regarding quality, assortment, tolerance, packaging, labelling and the like, in all events including Dutch (K.C.B) regulations;
  - in accordance with the agreed quantities and/or weights;
  - in accordance with the requirements laid down in the contract, the documents attached to and/or made available with the contract, as well as with the standards and specifications applied by the company;
  - in accordance with national, European and other international regulations, always including the regulations regarding the environment and pesticides;
  - provided with the prevailing or, as the case may be, agreed specifications, on the basis of which goods can be identified as originating from the supplier; and
  - suitable for the purpose for which they are intended.
- 10.2 If goods are not in accordance with the stipulations of the previous paragraphs of this Article, the company shall have the right of refusing the delivery, and the supplier shall be obliged to take back and remove the goods at his expense, subject to the agreed or, as the case may be, prevailing (statutory) requirements and (government) regulations, without prejudicing further claims of the company, among which those for the payment of damages and costs. Quality assessment weighing, to tare, will be done by the customer. The data supplied by the customer serve as a basis for the payment.

## Article 11 – testing

- 11.1 The company or a third party appointed for that purpose shall at all times have the right of inspecting, testing or trying out the goods, wherever they may be. The results of inspection, test or try-out or the absence of this, shall not discharge the supplier from any guarantee and/or liability. The supplier shall give his full co-operation to an inspection, test or try-out required by the company.
- 11.2 The company shall notify the supplier forthwith of a rejection of the goods, while specifying the reasons for rejection. In that event, the supplier shall be obliged to replace the rejected goods at his expense within a period of time to be determined by the company and in such a way as will meet the test requirements, without prejudicing the other rights of the company. In the event of rejection, goods that have already been delivered shall be removed by and at the expense of the supplier on the company's demand. In the event of rejection, the company shall also have the right of suspending its obligation to pay.
- 11.3 Regarding the goods that have been replaced, the supplier will make a rejection certificate available to the company, in accordance with the applicable regulations.

## Article 12 – risk and ownership

- 12.1 The ownership of the goods to be supplied by the supplier shall in principle pass at the time of delivery.
- 12.2 If the company makes any payment to the supplier before the delivery of the goods, the goods to which that payment applies or, as the case maybe, to which that payment can be attributed shall be the property of the

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company as of the moment of payment.

- 12.3 If the company already owns or, as the case may be, will own (part of) the goods before delivery and approval, the supplier shall be bound to identify these goods for the benefit of the company and, thus identified, administer them with proper care, as well as, whomsoever it concerns, insure them and keep them insured. . The supplier is thus not authorized to supply these goods to third parties, or to encumber these goods for example with a right of pledge and/or right of usufruct.
- 12.4 In the event that the supplier fails to observe the obligations resting on him, the company will be permitted to take the goods belonging to it itself, regardless of whether these goods are with the supplier or a third party.

## Article 13 – payment, settlement

- 13.1 Unless a different period of time has expressly been agreed and subject to the (suspension) rights that are due to the company, payment shall take place within 30 days after the last of the following points in time:
- the time at which the goods have been delivered;
  - the time at which the company has approved the goods;
  - the time at which the company has received an invoice meeting the requirements specified in the following Article.
- 13.2 The company shall not be obliged to make advance payments.
- 13.3 Payment of the delivered goods shall not discharge the supplier from any guarantee and/or liability.
- 13.4 If the company has good reason for fearing that the supplier will not observe his obligations, the company shall have the right of suspending the observance of its own obligations.
- 13.5 The company shall have the authority of settling sums of money payable by it to the supplier or companies associated with the supplier with debts that it owes from the supplier and companies associated with the supplier, regardless of whether or not the relevant sums are due and payable.

## Article 14 - invoicing

- 14.1 The invoices to be sent by the supplier to the company must meet the requirements stipulated in, or in accordance with, Dutch legislation.
- 14.2 Invoices that do not meet the requirements stipulated in, or in accordance with, Dutch legislation shall not be handled and not be paid.

## Article 15 - guarantee

- 15.1 The supplier shall replace all goods that prove to be in any way defective after delivery forthwith and in consultation with the company, without prejudicing the (further) liability of the supplier and the further rights of the company.
- 15.2 The supplier shall bear all the costs of the replacement of the item.
- 15.3 The supplier's guarantee obligation fully applies to the replaced goods delivered.
- 15.4 The stipulations in this Article shall apply regardless of the place where the goods are at the time of the defects becoming apparent, specifically also when these are not (any longer) with the company.
- 15.5 With respect to the replaced goods, the supplier shall make available to the company a rejection certificate in accordance with the applicable regulations.

## Article 16 – liability and risk

- 16.1 Up to the actual time of delivery to the company, the goods supplied and/or to be supplied by the supplier will be for the account and risk of the supplier.
- 16.2 In the event that the supplier has supplied goods to the company that belong to a third party, the supplier will

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indemnify the company against all claims of this third party related to loss or damage caused by and/or in connection with the goods supplied to the company by the supplier, as well as damage caused to the goods themselves.

- 16.3 In the event that the company and/or third parties suffer loss or damage as a result of the supplier failing to deliver or the supplier's late delivery, the supplier will be fully liable. The supplier indemnifies the company against claims of third parties that are the result of failure to deliver or late delivery.
- 16.4 In the event that the company must collect goods from outside Europe itself, the goods will only be for the account and risk of the company from the time when the goods arrive in the Netherlands. The supplier shall indemnify the company against claims of third parties related to the quality of the goods. The supplier thus indemnifies the company against claims whereby the company is held liable as the manufacturer.
- 16.5 The supplier is liable for loss or damage suffered by the company as a result of recalls carried out by the company itself or third parties.
- 16.6 The supplier shall indemnify the company against claims with regard to recalls that a third party to whom the company has resold the goods supplied by the supplier has made or has caused to be made. The supplier moreover indemnifies the company against other claims of third parties related to the quality of that supplied by the supplier.
- 16.7 In the event that the company suffers loss as a result of undesirable residues or in the event that norms are exceeded, MRLs, (for example chemicals and minerals) in the goods supplied by the supplier, the supplier will be liable for the loss suffered by the company. This will be the case among other things in the event that a fine is imposed on the company with regard hereto by governmental authorities or third parties file a claim vis-à-vis the company with regard hereto.
- 16.8 The supplier shall indemnify the company against all claims of third parties related to the quality and/or defects of the goods, regardless of how these are referred to.
- 16.9 The supplier is liable for the loss or damage suffered by the company as a result of failure to deliver or late delivery by the supplier of the goods agreed, or the full failure to supply the goods agreed.
- 16.10 In the event that the company is liable for any loss or damage, all liability of the company will be limited to the sum paid out in the case concerned under the company's business liability insurance, increased by the own risk of this insurance. If for any reason whatsoever no payment is made on the basis of this insurance, all liability will be limited to the sum of the invoice that corresponds to the agreement on the basis of which the supplier brings its claim, on the understanding that all liability is limited to a sum of EUR 20,000.

## Article 17 - force majeure

- 17.1 Force majeure is defined in these terms as any from the intention of the company independent circumstance, even if this was already foreseeable at the time of closing of the agreement, which temporarily or permanently prevents the specific performance of the agreement or renders such difficulties that the full execution of the agreement can in reasonableness not be required from the company, as well as to the extent this is not yet included, war, threat of war, civil war, revolt, import and export prohibitions, government measures which render the execution of the agreement more troublesome or expensive, strike, exclusion of workers, transportation-difficulties, fire, theft, breakdown or failure in the delivery of energie, in equipment or otherwise, non, non fully or delayed purchase by third parties (clients of Bioorganic Holland B.V.). All herewith meant circumstances constitute force majeure for the company, regardless whether these circumstances occur with the company or with third parties (clients of Bioorganic Holland B.V.)
- 17.2 In case of force majeure the company has the right to, without judicial intervention, either suspend the execution of the agreement or partially or completely terminate the agreement, without being liable for any compensation of costs or damage

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## Article 18 - full or partial dissolution

- 18.1 If the supplier fails to meet, meet properly or meet an obligation arising for him from the agreement concluded with the company and/or the law on time, including the obligation to deliver on time, without giving a notice of default, the supplier will be in default and the company will be entitled to suspend the implementation of the agreement and/or to fully or partially terminate this agreement and related agreements without being obliged to pay any compensation for damage or loss and without prejudicing the rights further accruing to the company.
- 18.2 If, for the implementation of the contract, goods have already been delivered, the company shall have the right, in the event of dissolution, of choosing to keep these goods while paying the part of the price relevant to that, or, as the case may be, of sending these goods back to the supplier for the latter's account and risk and claiming back the payments already made for these goods, without prejudicing its further rights.
- 18.3 In the event that the supplier is in default, he will owe the company statutory (commercial) interest as well as all judicial and extrajudicial costs incurred by the supplier within reason in connection with determining the liability of the supplier and/or acquiring payment of his claims and that are within the scope of Article 6:96 paragraph 2 of Dutch Civil Code.
- 18.4 In the event of the (provisional) suspension of payment or the bankruptcy of the supplier, or the closure or the winding up of the business of the supplier, all agreements with the client will be terminated by law, unless the supplier notifies the client within a reasonable term that he requires observance of (part of) the agreement(s) concerned, in which case the supplier will be entitled to suspend the implementation of the agreement(s) concerned without giving notice of default until the payment has been sufficiently secured, without prejudicing the rights further accruing to the company.
- 18.5 The company shall have the right to terminate the agreement in the event of permanent force majeure on the side of the supplier.  
The supplier shall then reimburse all costs incurred and to be incurred by the company.
- 18.6 In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all claims of the company vis-à-vis the supplier are immediately due and payable.
- 18.7 The supplier must notify the company immediately if an attachment is made on movable or immovable property belonging to the company and which the supplier has in his possession in connection with the implementation of the agreement.
- 18.8 In the event of bankruptcy or suspension of payment, the supplier must notify the company hereof without delay, immediately showing a bailiff, guardian or administrator the agreement, thereby pointing out the ownership rights of the company.

## Article 19 – subcontracting, transfer

- 19.1 Without the prior express permission of the company, the supplier shall neither contract out the contract, or a part of that, to third parties, nor transfer his obligations ensuing from the contract, or a part of that, to third parties. A permission granted by the company shall not discharge the supplier from any obligations from the contract entered into by the parties.
- 19.2 The supplier shall pay compensation to the company for all damages and costs caused by the non-observance of the stipulations from the previous paragraph of this Article and indemnify it against claims from third parties in this regard.

## Article 20 – disputes and applicable law

- 20.1 Regarding all disputes in relation to the contract or, as the case may be, further contracts pursuant to it, resulting from it or connected with it, only legal officials the Netherlands (where the company has its registered office) shall be competent in the first instance, unless the company expressly appoints a different competent legal official. On the understanding that this choice of forum shall not affect the right of the supplier to settle a dispute via arbitration or binding advice.

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20.2 To the contract, as well as to all further contracts pursuant to it, resulting from it or connected with it, only Dutch law shall be applicable.

Date.....

Company.....

Signature.....

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