

GENERAL CONDITIONS OF SALE , DELIVERY AND PAYMENT OF “BIOORGANIC HOLLAND B.V.”, HAVING ITS REGISTERED OFFICE IN THE NETHERLANDS.

Article 1 - applicability

- 1.1 These general conditions shall be applicable to all offers by and contracts with “Bioorganic Holland B.V.”, with its registered office in Horn, Gravin Annastraat 1, 6085 CJ, The Netherlands (hereinafter: the supplier), with regard to the delivery of goods by the supplier to the party that the offer is intended for or, as the case may be, the other party (hereinafter: the client). This shall also apply if the supplier acts as an agent (in his own name, yet for the client’s account) or as an intermediary (in the name and for the account of the client) in purchasing goods from a third party for the benefit of the client.
- 1.2 The applicability of the client’s general conditions is hereby expressly rejected.
- 1.3 For the implementation of that stipulated in the agreement, the client will 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 will only be binding for the supplier in the event that these deviations and/or additions have been 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 – offer

- 2.1 Each of the supplier’s offers shall be without prejudice and subject to contract, unless it has expressly been stipulated otherwise.
- 2.2 Without prejudicing the stipulation of paragraph 1 of this Article, a price list from the supplier shall be considered an offer being valid until a subsequent price list shall become valid for the supplier.
- 2.3 All sums mentioned in quotes, offers, price lists, agreements and assignments shall be given in Euros, unless the parties have agreed otherwise in writing.
- 2.4 The supplier shall retain the right to refuse assignments without giving a reason.
- 2.5 The supplier will not be obliged to keep to an offer and/or an agreement for a price stated if this price is based on a misprint and/or writing error.
- 2.6 In the event that a quote contains an offer without engagement that is accepted by a third party (client), the supplier will have the right to revoke such acceptance within two working days of receipt thereof.

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 or in the circumstance when a commencement is made with its implementation. Undertakings by and contracts with employees of the supplier shall not be binding to him.

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- 3.2 Each contract shall be entered into by the supplier subject to crop restrictions (both as regards harvest-opportunity and as regards crop yield).
- 3.3 Minor deviations with the usual tolerances shall be allowed in the implementation of the contract.
- 3.4 A unilateral annulment on the part of the client shall be void, unless the supplier has given his written approval of such annulment.
- 3.5 Cancellation of the agreement by the client will moreover only be possible if this takes place prior to the implementation of the agreement. With due observance of that stipulated hereinafter, in the event of a cancellation, all preparatory costs incurred by the supplier will be charged to the client.
- 3.6 In the event that the agreement is cancelled within the 72 hours prior to the agreed time of delivery, in addition to the preparatory costs, the client will owe a sum in compensation to be set at 50% of the agreed price. If the cancellation takes place later than 24 hours prior to the agreed time of delivery, the client will owe the full price agreed.
- 3.7 In the event of a cancellation, regardless of the time of the cancellation, the client will be obliged to pay the supplier the costs to be paid by the supplier to third parties by virtue of and in connection with the cancelled agreement.

Article 4 – notifications, details and quotations

The notifications, details and quotations made or submitted by the supplier in whatever form or of whatever nature shall be as accurate as possible, yet they shall never be binding to the supplier, unless it has been expressly stipulated otherwise in the contract.

Article 5 - prices

All prices shall be exclusive of taxes – among which sales taxes (BTW and VAT) – and levies and shall be based on the delivery conditions specified in the following Articles.

Article 6 – delivery period / delivery

- 6.1 Unless it has been expressly agreed otherwise, delivery shall take place “ex works” from the supplier’s premises and/or the grounds of the third parties brought in by the supplier. 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.
- 6.2 the delivery period shall take effect at the last of the following moments in time:
- the day of making the contract;
 - the day at which the supplier has all the documents and details required for the delivery of the goods at his disposal;
 - the day at which the supplier has received an advance payment and/or a security deposit due by the client.
- 6.3 If “direct delivery” has been agreed to, delivery shall take place on the day the contract has been made if that has taken place before 12.00 hours, and delivery shall take place on the day following the one on which the contract has been made if that has taken place after 12.00 hours.
- 6.4 The time of delivery is considered to be the moment at which the goods are ready for dispatch at the supplier’s premises and/or the grounds of the third parties brought in by the supplier and the supplier has notified this to the client or, as the case may be, if the goods have left the supplier’s premises and/or the grounds of the third parties

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brought in by the supplier for dispatch to the client.

- 6.5 If the supplier has acted as an agent in purchasing the goods from a third party for the benefit of the client, the delivery of the goods by the supplier to the client shall take place – if necessary contrary to the provisions of the previous paragraph:
- in the event of a batch defined according to kind and quality or in some other terms or condition: at the time the goods have been individualised by the supplier for the client;
 - in the event of a specifically defined batch of goods: at the time of delivery by the third relevant party to the supplier.
- If the supplier has acted as an intermediary in purchasing the goods from a third party for the benefit of the client, the delivery of the goods concerned shall take place by the relevant third party directly to the supplier's client.
- 6.6 The supplier shall always have the right of carrying out partial deliveries, unless it has been expressly stipulated otherwise.
- 6.7 The delivery time cannot be regarded as a deadline unless it has been expressly stipulated otherwise. In the event of an attributable overdue delivery, a notice of default shall always be required. From an attributable overdue delivery, in as far as it does not exceed a period of one week, the client can not derive any right whatsoever.
- 6.8 In the event the supplier is in default regarding the delivery time, the client shall only have the right of dissolving the contract (or, as the case may be, if it concerns a contract involving several deliveries: the contract for the delivery / partial delivery in question). In that event, any advance payments shall be returned.
- 6.9 Before complying with the obligations vested in him pursuant to the agreement, the supplier is entitled at all times to demand sufficient security in connection with the client's observance of its payment obligations. See also Article 9.
- 6.10 If the client has any more payment obligations vis-à-vis the supplier, particularly if the invoices of the supplier must still be fully or partially paid by the client, the supplier will be entitled to suspend its obligations to supply until the client has complied with all its obligations. See also Article 9.

Article 7 - shipment

- 7.1 In the event that the supplier is responsible for transporting goods, this will take place solely on the explicit agreement that the transport is at the expense and risk of the client. The method of transport is at the discretion of the supplier, unless the parties have expressly agreed otherwise in writing. The client shall indemnify the supplier against claims of third parties in connection with damage or loss that has arisen during or through the transport of the goods. The client moreover explicitly waives all conceivable claims that it may have vis-à-vis the supplier by on account of damage or loss that has arisen during or through the transport of the goods.
- 7.2 If, due to circumstances beyond the supplier's control, the goods cannot be shipped to their destination or cannot be delivered at their destination, the supplier shall have the right of putting the goods in storage or having them put into storage for the account and risk of the client and demanding payment as if delivery has taken place.

Article 8 - packaging

- 8.1. Single-use packaging will not be taken back by the supplier. The supplier shall have the right of taking back re-use packaging, yet is not obliged to do so.
- 8.2 The supplier shall have the right of invoicing the client separately for re-use packaging along with the delivered goods.

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- 8.3 In the case referred to in the previous paragraph, the supplier shall send a credit-invoice to the client at the originally invoiced value soon after receipt of the packaging returned to the supplier at the client's cost, unless the packaging received back is in a less good condition than it was when received by the client, in which case a proportionately less sum of money shall be credited.
- 8.4 Only on receipt of the credit-invoice shall the client be authorized to deduct the value of the returned packaging, up to the credited amount from the amount payable by him to the supplier.

Article 9 – (Extended) retention of title

- 9.1 All goods supplied and to be supplied by the supplier shall remain the exclusive property of the supplier until all claims that the supplier has or will acquire vis-à-vis the client (including interest and costs) pursuant to agreements concluded between them, including in any case the claims mentioned in Article 3:92, paragraph 2 of the Dutch Civil Code, have been fully paid.
- 9.2 As long as the ownership of the goods has not passed to the client, the client will not be permitted to sell or pledge the goods or grant third parties any rights thereto, except within the normal operation of his business. At the first request of the supplier, the client will be obliged to cooperate with the creation of a right of pledge on the claims acquired or to be acquired by the client vis-à-vis its buyers by reason of the reselling of goods.
- 9.3 The buyer shall be obliged to keep the goods supplied under retention of title with due care and as the recognisable property of the seller.
- 9.4 In the event that the client fails to observe its obligations, or if the supplier has a well-founded fear that the client is not able to meet its obligations arising from the agreement, or there is a suspicion that the client does not wish to observe the obligations vested in it, the supplier will be entitled to recover the goods he has supplied that are subject to the retention of title of mentioned in paragraph 1 of this article from the client or the third party keeping the goods for the client or to cause these goods to be recovered, without a notice of default being required in advance. The client will be obliged to cooperate with such action of the supplier. The client shall at all times grant the supplier free access to its grounds and/or buildings to allow the inspect the goods and/or exercise his rights. At the request of the supplier, the client shall moreover point out the where the goods supplied under retention of title are located.
- 9.5 The provisions mentioned under 9.1 up to and including 9.4 will not affect the other rights accruing to the supplier.
- 9.6 In the event that third parties wish to establish or assert any right on the goods supplied by the supplier under retention of title, the client must swiftly notify the supplier hereof. The client must moreover point out to this third party the fact that the goods have been supplied under retention of title. The client must place the third party in possession of the agreement concluded between the parties showing that with regard to the goods supplied, a retention of title has been established.
- 9.7 In the event that the supplier makes use of his retention of title, the agreement will be deemed to be terminated without judicial intervention, on the understanding that the right of the supplier to compensation for damage, loss and costs will continue to apply without prejudice.

Article 10 - payment

- 10.1 If it has not been expressly stipulated otherwise in writing, payment must take place at the time of delivery. If it has been agreed that delivery shall take place on account, payment will always have to take place no later than 30 days after the date of invoice.
- 10.2 All payments must take place without any deduction or settlement, effectively in the currency specified on the

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invoice. In the event the client feels entitled to make a claim on the supplier regarding the implementation of the contract, this shall not discharge him from the obligation of payment by the method agreed.

10.3 If the supplier has good reason to fear that the client will not observe his obligations, the supplier shall have the right of demanding, prior to his performance or the continuation of his performance, a security deposit that he deems to be sufficient for the observance of the payment obligations by the client. The supplier shall have the right of suspending the observance of his own obligations until the client has made a security deposit.

10.4 If the client has not paid at the time or within the period as referred to in paragraph 1, he shall be in default in accordance with law and without notice of default being required, and he shall owe the legal amount of interest on the amount that is due and payable as of the last day on which payment should have taken place, without prejudicing the rights that are further due to the supplier.

10.5 The costs, both in and out of court, that are made regarding the client's non-, late- or undue observance of his obligations, including the extra-judicial collection costs and the costs of legal aid, must be paid by the client. The extra-judicial collection costs shall be calculated by the supplier and the client in accordance with rates of the Netherlands Bar Association, with a minimum of Eur 1.000,--.

Article 11 – return shipment

It shall not be allowed to send the goods delivered by the supplier back to him without his prior permission in writing. In the event of a return shipment, this shall always take place for the sender's account and risk.

Article 12 – quality and claims

12.1 In the event of the sale of a batch defined according to kind and quality or in some other terms or condition, the goods shall meet the requirements that prevail or, as the case may be, have been agreed at the time of delivery regarding quality, assortment, tolerance, packaging, labelling and the like. In this respect, the label "field crop" or "tree crop" shall mean that the goods will be delivered free of soil and weeds and – in the case of fruit – free of "flat" and "fall", unless it has been expressly stipulated otherwise. In this respect, the label of "quality" followed by a particular grade shall mean that the goods will at least meet the minimum requirements applicable to the grade in question in accordance with prevailing regulations. If the goods have been sold under the condition of the KCB inspection-certificate, the quality regulations of the Netherlands shall apply. This stipulation shall not prejudice the stipulation in paragraph 2 of Article 3.

12.2 In the event of sale of a specifically defined batch of goods, the supplier shall observe his obligation by delivering that specific batch in the condition it was in at the time of making the contract.

12.3 The client shall be obliged to inspect the goods (have the goods inspected) on delivery with respect to the regulations referred to in the previous paragraph, as well as with respect to quantity or, as the case may be, weight. Inspection with respect to quantity and weight must be done by an independent, competent authority or, as the case may be, is the presence of a representative of the supplier. Any claims for shortcomings that can reasonably be found within 24 hours after the aforementioned inspection must be made in writing within 24 hours after the goods have been received by the client, fully specifying the alleged shortcomings and - where applicable - submitting the documents relating to weight or, as the case may be, quantity, failing which any claim in this regard shall become null and void. Any claim regarding further shortcomings must be made within 24 hours after they have been found, yet no later than within one week after delivery, fully specifying the alleged shortcomings and submitting any applicable documents, failing which any claim in this regard shall become null and void. If the goods have been sold under the condition of the KCB inspection-certificate, the regulations applicable within the context of that condition shall apply to inspection and claims – if necessary, contrary to the above stipulations of this paragraph.

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- 12.4 That stipulated in this article will apply without prejudice if the goods supplied by the supplier are delivered to a third party for the client. At no time can the client thus argue against the supplier that the client failed to inspect and check the goods supplied because these were stored with a third party elsewhere.
- 12.5 Furthermore, each of the client's claims regarding the goods delivered or the work done shall become null and void if:
- the goods cannot be identified (any longer) as coming from the supplier;
 - the shortcomings (also) result from normal deterioration, injudicious and/or improper handling, use and/or storage of the goods;
 - if the client does not forthwith give the supplier the opportunity of looking into the claims and observing his guarantee obligations;
 - If the client has failed to observe any of the obligations that fall to him, or has done so belatedly or improperly.
- 12.6 In the event of a timely and justified claim, the supplier shall be obliged to choose either to undertake the renewed delivery in the same way and under the same conditions as have been originally agreed, or to reconstitute the originally agreed purchase price.

Article 13 - liability

- 13.1 In the event that the client has goods supplied by the supplier in its possession that belong to the supplier (including packaging) and/or that are subject to a retention of title as referred to in Article 9 of these Terms and Conditions, from the time at which the goods are supplied to him up to the time that these goods are returned, the client will be liable for damage or loss caused by and/or in connection with these goods.
- 13.2 The client is moreover liable, if it has goods in its possession that belong to the supplier (including the packaging) and/or that are subject to a retention of title as referred to in Article 9 of these Terms and Conditions, for loss or damage suffered by the supplier as a result of damage, loss or the destruction of these goods and which damage or loss has arisen in the period between the time at which the supplier supplied the goods and the time of returning the goods or the time that the ownership of the goods passed.
- 13.3 If as a result of circumstances to be attributed to the client the supplier must make use of his retention of title, but nevertheless suffers damage or loss, the client will not be liable for damage or loss suffered by the supplier.
- 13.4 In the event that in connection with the implementation of the agreement the client has goods in its possession belonging to the supplier (including packaging) and/or that are subject to a retention of title as referred to in Article 9 of these Terms and Conditions, in the event of the theft, loss or damage of the goods supplied to him by the supplier, the client will notify the supplier hereof without delay. In the event of theft or loss or damage resulting from acts of war, the client will moreover immediately report this to the police in the municipality where the theft took place and/or where the acts of war were carried out. The client must provide the supplier with a copy of this report.
- 13.5 In the event that the supplier has supplied goods to the client belonging to a third party, the client indemnifies the supplier against all claims of this third party related to damage or loss caused by and/or in connection with the goods that the supplier has supplied to the client, as well as damage or loss caused to the goods supplied by the supplier to the client.
- 13.6 In the event that the client or a third party to whom the client has resold the goods supplied by the supplier carries out a recall or has a recall carried out, the supplier will only be able to be held liable for (a part of) the costs related thereto if i) it is established that the supplier is liable for the circumstances that led to the recall, and ii) the supplier was consulted and had his say before the recall was carried out, and iii) it has been established that the client has behaved as a reasonably acting and reasonably competent professional and has attempted to

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limited the costs incurred in connection with the recall as far as is possible.

- 13.7 In the event that the supplier has purchased goods from a third party and this third party is liable for damage or loss suffered by the client and/or third parties, the client will indemnify the supplier against claims related to this damage or loss and will instead directly approach the party from whom the supplier purchased the goods.
- 13.8 In the event that the supplier is liable for any damage or loss, all liability of the supplier will be limited to the sum that in the case concerned is paid out pursuant to the supplier's business liability insurance, increased by the own risk under this insurance. If for any reason whatsoever no payment is made on the basis of this insurance coverage, all liability will be limited to the sum of the invoice corresponding with the agreement on the basis of which the client brings its claim, on the understanding that all liability is limited to a sum of EUR 15,000.

Article 14 – force majeure

- 14.1 In these conditions, force majeure shall be understood to mean every circumstance that is outside the supplier's control, even if it may have been a foreseeable one at the time of concluding the contract, and that permanently or temporarily prevents the observance of the contract or makes it difficult to do so to such an extent as to make it unreasonable for the supplier to be asked to implement the contract in full, as well as, in as far as it is not already included in the above, war, threat of war, civil war, riot, import- and export prohibitions, government measures making the implementation of the contract more troublesome and/or more expensive, strike, expulsion of workers, transport problems, fire, theft, failures in the supply of energy, in machines or otherwise, a fully or partially failed crop, abnormal weather conditions, frost, diseases and pests in crops, a failed-, incomplete- and/or delayed delivery by third parties (sub-suppliers). All the circumstances referred to here result in force majeure for the supplier, regardless of whether those circumstances occur on the part of the supplier or, as the case may be, of third parties (sub-suppliers).
- 14.2 In the event of force majeure, the supplier shall have the right of suspending the contract for no more than three (3) months, or fully or partially dissolve the contract, without being obliged to pay for any costs or damages.
- 14.3 If, as a result of force majeure, the total amount of a particular product that can still be delivered in a reasonable way is not sufficient to meet all his delivery obligations, the supplier shall have the right of delivering the available amount to all his clients on a pro rata basis.

Article 15 – Default and termination

- 15.1 In the client fails to meet, fails to meet properly or fails to meet an obligation arising for him from the agreement concluded with the supplier and/or the law on time, including the obligation to pay on time, without giving a notice of default, the client will be in default and the supplier will be entitled to suspend the implementation of the agreement and/or to fully or partially terminate this agreement and related agreements without the supplier being obliged to pay any compensation for damage or loss and without prejudicing the rights further accruing to the supplier.
- 15.2 In the event that the client is in default, it will owe the supplier statutory (commercial) interest as well as all judicial or extrajudicial costs incurred by the supplier within reason in connection with determining the liability of the client and/or acquiring payment of its claim, and that are within the scope of Article 6:96 paragraph 2 of the Dutch Civil Code.
- 15.3 In the event of (provisional) suspension of payment or the bankruptcy of the client, or the closure or the winding up of the business of the client, all agreements with the client will be terminated by law, unless the supplier notifies the client within a reasonable term that it 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

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giving notice of default until the payment has been sufficiently secured, without prejudicing the rights further accruing to the supplier.

15.4 The supplier will have the right to terminate the agreement in the event of permanent force majeure on the side of the client. The client will then reimburse all costs incurred and to be incurred by the supplier.

15.5 In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all claims of the supplier vis-à-vis the client are immediately due and payable and the client is obliged to return without delay leased goods or goods that have not yet been paid for.

15.6 The client must notify the supplier immediately if an attachment is made on movable or immovable property belonging to the supplier and which the client has in its possession in connection with the implementation of the agreement.

15.7 In the event of bankruptcy or suspension of payment, the Client must notify the supplier hereof without delay, immediately showing a bailiff, guardian or administrator the agreement, thereby pointing out the ownership rights of the supplier.

Article 16 – disputes and applicable law

16.1 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 in the Netherlands (where the company has its registered office) shall be competent in the first instance, unless the supplier expressly appoints a different competent legal official. On the understanding that this choice of forum will not affect the right of the supplier to settle a dispute by means of arbitration or binding advice.

16.2 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 name:.....

Signature:.....

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