

Farmusol B.V. General Terms and Conditions of Sale and Delivery

Article 1 Definitions

In these General Terms and Condition (referred to below as the ‘Terms and Conditions’) the terms and phrases listed below have the following meaning:

- *Farmusol*: Farmusol B.V., a private limited liability company having its registered office in Arnhem, the Netherlands, and its legal successors by universal or singular title;
- *Principal*: any legal entity or natural person acting in the capacity of practising a profession or operating a business, on whose instructions Farmusol delivers products and/or provides services or with which or with whom Farmusol enters into an Agreement or with which or with whom Farmusol is consulting or negotiating regarding the conclusion of an Agreement;
- *Agreement*: any Agreement concluded by Farmusol and the Principal, any amendment or supplement to such an Agreement and any legal or other acts related to preparing for and performing such an Agreement;
- *Delivery*: legal offer of the sold goods to the Principal;
- *Products*: all goods that are the subject of an Agreement;
- *Order*: any Order placed by the Principal, in any form whatsoever; and
- *Services*: all work, in any form and capacity whatsoever, that Farmusol performs for or for the benefit of the Principal.

Article 2 Applicability

- 2.1 These Terms and Conditions form part of all Agreements and govern all offers (including quotations), Order confirmations and all legal and other acts between Farmusol and the Principal, even if such legal or other acts do not lead to the conclusion of or are not related to an Agreement.
- 2.2 Farmusol explicitly rejects the applicability of any general terms and conditions of the Principal’s. Any deviations from these Terms and Conditions will be binding on Farmusol only if and insofar as it has explicitly confirmed them in writing.
- 2.3 If Farmusol has acted in whole or in part as the purchaser of goods, principal and/or contractor of work for the benefit of legal or other acts that Farmusol must perform for the benefit of the Principal, the general terms and conditions that apply in respect of that relationship (regardless of whether they are Farmusol’s or those of another party) will also apply in addition to these Terms and Conditions in respect of the legal relationship between the Principal and Farmusol. In the event that these Terms and Conditions conflict with the general terms and conditions of third parties referred to above, these Terms and Conditions will prevail. Terms and conditions of third parties (or varying provisions of Farmusol’s that may apply) will be sent to the Principal at the Principal’s first request.
- 2.4 If any provision contained in the Agreement concluded with Farmusol is not legally valid, Farmusol will be entitled to replace it with a provision that is not unreasonably objectionable to the Principal and that is as close as possible to the purport of the original provision.

Article 3 **Agreements**

- 3.1 All offers and price lists are without engagement and apply only as invitations for the Principal to place an Order unless there is an explicit indication to the contrary.
- 3.2 An Agreement will be concluded only if and insofar as Farmusol accepts an Order from the Principal in writing or Farmusol fills an Order. If Farmusol performs in any way on request before full agreement is reached with respect to the related price and terms of payment, the Principal will pay Farmusol in that respect, with due observance of the provisions contained in these Terms and Conditions, in accordance with the relevant rates applied by Farmusol. Insofar as the Principal accepts an offer made by Farmusol that – contrary to the provisions contained in the first sentence of this subsection – is binding and that offer contains minor variations, such variations will not form part of the Agreement and the Agreement will be concluded in accordance with Farmusol's offer.
- 3.3 Any statements that Farmusol makes with respect to numbers, sizes, weights, calculations and/or other indications in respect of the Products and/or Services will be made with due care, but Farmusol cannot guarantee that no deviations will occur in that respect. Samples, drawings, test reports, etc. that are shown or provided are merely indications of the Products and/or Services in question.
- 3.4 Farmusol will be entitled to refuse an Order without stating its reasons for doing so.
- 3.5 Farmusol's Order confirmation will be deemed to be correct unless Farmusol has received a written objection immediately after that confirmation has been sent. In that case no Agreement will have been concluded.
- 3.6 Farmusol will be entitled to accept an Order orally. An oral acceptance of an Order will be binding on Farmusol only if it has been made by a person who is authorised to do so, in which case the existence and content of the Agreement will be determined in accordance with the rules contained in the Dutch Civil Code (*Burgerlijk Wetboek*).
- 3.7 For work whose nature and scope does not require that an offer or Order confirmation be sent, the invoice will be deemed to be the Order confirmation and will be deemed to correctly and fully reflect the Agreement.
- 3.8 Farmusol will enter into the Agreement in question under the condition subsequent that the Principal is sufficiently creditworthy – exclusively to be determined by Farmusol – in respect of its compliance with its financial obligations under the Agreement

Article 4 **Prices**

- 4.1 All the prices of Products are in euros and exclusive of turnover tax, import duties and other taxes, duties and levies and are inclusive of the costs related to packaging, loading and unloading, transport and insurance and are based on delivery ex the company, warehouse or other storage depot of Farmusol's unless indicated otherwise. Unless the parties explicitly agree otherwise, the Principal will be charged separately for the

shipment costs to a location other than Farmusol's business location and the costs related to import and export duties, travel and accommodation in the framework of the provision of Services and all other duties or taxes that are imposed or levied in respect of any performance.

- 4.2 Farmusol may pass on to the Principal any costs related to changes in the factors that affect the price and the extra costs referred to in subsection 1, including purchase prices, exchange rates, wage costs, insurance rates, freight rates and other duties or taxes.

Article 5 Payment

- 5.1 Payment must be made within 30 days of the invoice date unless otherwise indicated.
- 5.2 All payments must be made at Farmusol's office or to a giro account or bank account to be indicated by it, at the option of Farmusol.
- 5.3 All amounts charged to the Principal must be paid without applying any discount or set off.
- 5.4 The Principal is not entitled to set off any claim it may have against and claim of Farmusol's.
- 5.5 The Principal is not entitled to suspend any of its obligations.
- 5.6 Any payment made by the Principal will first be applied to pay the interest and costs it owes and will then be deducted from the oldest outstanding claim/invoice.
- 5.7 If Farmusol is of the opinion that there is cause to do so, Farmusol is at all times entitled to demand that the Principal furnish sufficient security for its payment obligations. If the Principal fails to furnish such security Farmusol will be entitled to deliver COD or to suspend delivery even if the parties have agreed on deliver on call, or to dissolve the Agreement in whole or in part without any judicial intervention being required and to claim compensation if it wishes to do so, in which case the purchase price of anything that has already been delivered will be immediately due and payable.
- 5.8 If the Principal does not pay within the term set or if it has not done so in full it will be in default without any notice of default being required and will thus owe statutory commercial interest on the amount that is due plus handling charges equal to 5% of the total amount of the outstanding claim, with a minimum of EUR 100.
- 5.9 All judicial and extrajudicial costs related to collecting an unpaid invoice will be paid by the Principal. The Principal will in any event owe a fixed amount for costs, calculated in accordance with the collection rates of the Dutch Bar Association (*Nederlandse Orde van Advocaten*) that apply at the time at which the Principal defaults. If Farmusol demonstrates that it has incurred a higher amount of costs that were reasonably necessary, the Principal will also be obliged to reimburse those costs.

Article 6 **Delivery periods**

- 6.1 Indications of delivery periods are approximations. All stated terms commence on the date of Farmusol's written Order confirmation. If Farmusol requires data or aids that must be provided by the Principal in order to perform the Agreement, the terms will commence on the date on which all of the necessary data or aids are in Farmusol's possession, but in any event not earlier than the date of the written Order confirmation.
- 6.2 Under no circumstances may delivery periods indicated by Farmusol be regarded as a strict deadline unless the parties explicitly agree otherwise.
- 6.3 The Principal will not be entitled to any form of compensation in the event that any term is exceeded, nor will the Principal be entitled to dissolve or terminate the Agreement in such cases.
- 6.4 Farmusol is entitled to deliver in consignments (partial delivery) and to invoice separately in that respect, in which case the Principal will be entitled to make payment in accordance with the provisions contained in Article 5 of these Terms and Conditions.

Article 7 **Delivery and risk**

- 7.1 The Delivery of Products, including the costs of the Delivery and the transfer of the risk, will take place under the conditions governing standard business practice if that has been expressed in the offer or Order confirmation.
- 7.2 If the parties have not agreed on the conditions referred to in the preceding subsection, the delivery and the transfer of risk in respect of the Products and their packaging will take place at Farmusol's business locations, in each case at the time at which the Products are ready to be shipped to the Principal. Farmusol will inform the Principal as quickly as possible of the above-mentioned time and place. The Principal will collect the products as quickly as possible, and in any event within the agreed delivery period.
- 7.3 The Principal will ensure that on its part nothing impedes compliance with the certain agreed terms, including the terms for Delivery, collection and installation.
- 7.4 If the Principal fails to collect the Products or fails to do so in a timely manner for an invalid reason it will be in default without any notice of default being required, in which case Farmusol will be entitled to store the Products at the Principal's risk and expense or to sell them to a third party. The Principal will continue to owe the purchase price plus interest and costs as compensation.
- 7.5 The Principal must take all measures that Farmusol considers necessary in order to enable Farmusol to comply with its obligations in connection with the Delivery of the Products

Article 8 **Packaging**

- 8.1 Farmusol will charge only packaging costs in respect of reusable packaging that Farmusol uses from the supplier and/or for the Delivery (packaging, pallets, vats, etc.), which will be charged separately in the invoice.

- 8.2 Packaging (pallets, vats, etc.) must be returned to Farmusol during the season in good condition and within a reasonable term. Farmusol will send the Principal a credit note for returned packaging as quickly as possible after it has been received. Farmusol will not owe any reimbursement for packaging that is returned in poor condition.
- 8.3 Vats must be completely emptied, rinsed and sealed before they are returned and may not be used for other purposes.
- 8.4 The Principal will be informed of rates and other packaging conditions on an annual basis.

Article 9 Transport and risk

- 9.1 The method of transport, shipment, packaging, insurance, etc. will be determined by Farmusol with due care and diligence. Farmusol will not bear any liability in this respect.
- 9.2 Any specific wishes that the Principal may have with respect to transport, shipment, insurance and/or packaging will be complied with only if the Principal has declared that it will pay the related additional costs and that it will bear and cover the resulting risks by means of supplemental insurance.
- 9.3 The Products will be transported at Farmusol's expense and at the Principal's risk, even if the carrier's consignment note, transport addresses, etc. contain a claim pursuant to which all transport damage is at the risk and expense of the sender. Farmusol will take out transport insurance at its own expense in respect of the Principal's risk of loss of or damage to the Products during transport, pursuant to which the Principal will be entitled to recover any claims for loss directly from the insurer.

Article 10 Quantity

- 10.1 The consignment note, delivery note or similar document provided at the time of Delivery of the Products will be deemed to correctly indicate the quantity of goods delivered unless the Principal notifies Farmusol of its objection against such quantities immediately upon receipt.
- 10.2 Even if the Principal informs Farmusol in a timely manner that the quantity that has been delivered to it is less than the amount indicated in the document referred to in the preceding subsection, the Principal will nonetheless have no right to suspend payment.

Article 11 Use and storage

- 11.1 The Products that Farmusol places on the market have been permitted by the Dutch government insofar as required and thus apply only in respect of Dutch territory. The Dutch Pesticides Act (*Bestrijdingsmiddelen Wet*) and the related regulations governing permissible labelling are in all cases determinative in respect of use and form the basis underlying recommendations.

11.2 The products that are delivered must always be stored in a dry, cool, frost-free place in their original packaging, in spaces that are in compliance with the relevant statutory requirements. The Principal must have all required government and other permits and certificates of professional competence in order to use and handle the Products in accordance with its business activities.

Article 12 Force majeure

12.1 If Farmusol is unable to comply with its obligations towards the Principal due to a non-attributable breach (force majeure), those obligations will be suspended for the duration of the situation involving force majeure.

12.2 If the situation involving force majeure has continued for longer than one month, either party will be entitled to dissolve the Agreement in writing in whole or in part.

12.3 Force majeure on the part of Farmusol is taken to mean any circumstance over which Farmusol has no control, as a result of which its ability to comply with its obligations (or the relevant part of its obligations) towards the Principal is impeded, seriously hampered, delayed or made non-economically viable or as a result of which Farmusol cannot reasonably be required to comply with such obligations, including war, threat of war, civil war, riots, wilful damage, fire, earth quakes, water damage, floods, strikes, plant occupation, lock outs, impediments to import or export, governmental measures, defective machines, disruptions in the supply of water and electricity to Farmusol, theft and late deliveries by Farmusol's suppliers.

12.4 The occurrence of the circumstances referred to in Article 12.3 at the companies from which Farmusol obtains required services, raw materials and other materials, investigation reports, samples, accounts, etc. in whole or in part or the occurrence of such circumstances during storage or transport will be put on a par with force majeure.

12.5 The parties will inform each other as quickly as possible of any situation involving force majeure.

Article 13 Retention of title

13.1 Notwithstanding actual delivery, the ownership of the Products will not be transferred to the Principal until it has paid Farmusol all amounts in full that it owes or will owe in respect of the Products delivered or to be delivered pursuant to the Agreement.

13.2 Any amount received from the Principal will first be applied to pay any claims that Farmusol may have against the Principal in respect of which Farmusol has not made any retention of title in subsection 1. In addition, any amount received from the Principal will be applied first and foremost to pay any interest and costs due within the meaning of the Agreement.

13.3 Until the ownership of the Products has been transferred to the Principal, the Principal is not entitled to allow third parties to use the Products, to pledge them to third parties or to otherwise encumber them for the benefit of third parties. As long as Farmusol owns the Products, the Principal will inform its purchasers that the Products cannot be delivered

and the ownership of the Products will not be transferred to those purchasers until the Principal has complied with its obligations towards Farmusol.

- 13.4 The Principal is required to store Products that are delivered subjected to a right of retention of title carefully and recognisably as Farmusol's property and to insure them against risks related to fire, explosion, damage and theft. At Farmusol's first request the Principal will assign to Farmusol all rights vis-à-vis the insurers in question in this respect.
- 13.5 If and as long as Farmusol owns the Products, the Principal will immediately inform Farmusol in writing if any part of the Products is lost or damaged or if the Products are attached and/or any other claim is made to any part of the Products. In addition, at Farmusol's first request the Principal will inform Farmusol where the products that Farmusol owns are located. Farmusol will be entitled to take back the Products as long as the Principal has not paid for them in full. The Principal hereby grants Farmusol and its designated representatives permission to enter its business premises, warehouse, greenhouses, farming or other land, factories and constructions sites, etc. for that purpose.

Article 14 Complaints

- 14.1 The Principal is required to inspect the Products (or to have them inspected) immediately upon receipt. Farmusol must be informed in writing of any complaints regarding defects in the Products that can be blamed on material or manufacturing errors and any differences in quantities, composition or quality between the Products that are delivered and the description contained in the Order confirmation and/or the invoice not later than eight days of the time of delivery of the Products. Farmusol must be informed in writing of any defects that could not reasonably have been discovered within the above-mentioned term immediately after the defect is discovered and in any event within six months of the Product's delivery. After these terms have lapsed the Principal will be deemed to have approved the delivered Products and the invoice, in which case Farmusol will not longer handle any complaints.
- 14.2 If a defect is discovered the Principal is required to immediately stop using, processing handling or installing the Product in question.
- 14.3 The Principal will fully cooperate in Farmusol's investigation of the complaint, among other things by enabling Farmusol to investigate (or have investigated) on location the circumstances of the processing, handling, installation and/or use.
- 14.4 The Principal is not entitled to submit complaints regarding products if Farmusol cannot investigate the complaint. Complaints regarding Products delivered by Farmusol will be honoured only if the defects/flaws arise as a result of material and/or manufacturing errors. If Farmusol considers the complaint to be well founded it will be obliged only to replace the unsound Products; in that context the Principal will not also be entitled to enforce a claim to any compensation whatsoever.
- 14.5 The Principal is not permitted to return the Products until Farmusol has given it written permission to do so. The costs related to returning Products will be paid by the Principal, and the Principal will continue to bear the risks related to the Products.

14.6 Under no circumstances will any complaint release the Principal from its payment obligations towards Farmusol. The Principal will not be entitled to enforce any claims vis-à-vis Farmusol in respect of complaints about defective Products as long as the Principal has failed to comply with any directly related obligation towards Farmusol.

14.7 If Farmusol delivers Products to the Principal that Farmusol has acquired from its suppliers, under no circumstances will Farmusol have any guarantee obligations or any liability towards the Principal that are more extensive than Farmusol's claims against its suppliers.

Article 15 Liability and indemnification

15.1 Under no circumstances is Farmusol liable for any indirect damage sustained by the Principal, including consequential damage, immaterial damage, trading loss or environmental damage, damage caused by business interruption, loss of orders, loss of profits, etc.

15.2 Under no circumstances will Farmusol's liability within the meaning of the preceding subsection and any other liability arising from other facts or circumstances exceed compensation of the invoice value in respect of the Delivery in question or redelivery of products and/or services, at the option of Farmusol and insofar as Farmusol is able to supply similar products and/or provide similar services.

15.3 The Principal indemnifies Farmusol against any claims brought by third parties in respect of the Products that are delivered and/or with respect to work performed in the context of the Delivery for damage in respect of which Farmusol has excluded liability.

Article 16 Suspension and dissolution

16.1 In the event of a provisional or definitive suspension of payments, bankruptcy, cessation of business operations or liquidation of the Principal's companies or the application of the Dutch Natural Persons Debt Rescheduling Act (*Wet Schuldsanering Natuurlijke Personen*) in respect of the Principal, all Agreements with the Principal will be dissolved by operation of law unless Farmusol informs the Principal within a reasonable term (where appropriate at the request of the administrator or trustee) that it wishes the Agreement(s) in question to be performed in whole or in part, in which case Farmusol will be entitled, without any notice of default being required, to:

a. suspend the performance of the Agreement(s) in question until payment has been sufficiently secured; and/or

b. suspend any obligations it has towards the principal;

the foregoing without prejudice to Farmusol's other rights pursuant to any Agreement with the Principal whatsoever and without Farmusol being obliged to pay any compensation.

16.2 If the Principal does not comply with any obligation that arises for it pursuant to any Agreement or if it fails to do so properly and within a term that has been set, the Principal will be in default and Farmusol will be entitled, without any notice of default or judicial intervention being required, to:

- a. suspend the performance of that Agreement and any Agreements that are directly related to that Agreement until payment has been sufficiently secured; and/or
- b. dissolve in full or in part that Agreement and any Agreements that are directly related to that Agreement;

the foregoing without prejudice to Farmusol's other rights pursuant to any Agreement with the Principal whatsoever and without Farmusol being obliged to pay any compensation.

16.3 In the event that an incident occurs within the meaning of subsection 1 or subsection 2 of this Article, all Farmusol's claims against the Principal and the above-mentioned claims under the Agreement(s) in question will be immediately due and payable in full and Farmusol will be entitled to take back the Products in question. In that case Farmusol and its authorised representative(s) will be entitled to enter the Principal's sites and buildings in order to take possession of the products. The Principal will be obliged to take the measures necessary in order to enable Farmusol to enforce its rights.

Article 17 Transfer of rights and obligations

17.1 Farmusol is entitled to transfer to third parties the rights and obligations contained in any Agreement with the Principal. Farmusol must inform the Principal in advance if Farmusol's obligations are transferred and the Principal will be entitled to dissolve the Agreement. Farmusol will not be obliged to pay any compensation in that respect.

17.2 The Principal is not entitled to transfer to any third party its rights and/or its obligations under an Agreement without first obtaining Farmusol's written permission to do so.

Article 18 Shortened limitation period

18.1 All the Principal's claims against Farmusol on the ground of any Agreement or under the law will expire one year after the limitation period has commenced in accordance with the rules contained in the Dutch Civil Code.

Article 19 Applicable law and disputes

19.1 All Agreements with Farmusol are governed by Dutch law, in which respect these General Terms and Conditions constitute a supplementation and, insofar as mandatory provisions of law do not prohibit, a deviation. Foreign law and conventions and treaties such as the Vienna Sales Convention are excluded.

19.2 Any disputes between the parties, including those that are only considered disputes by one of the parties, will be resolved to every extent possible by means of reasonable consultations.

19.3 If the parties are unable to resolve a dispute and in urgent cases, disputes will be resolved by the competent court in the District of Arnhem.