

General Terms & Conditions Agrifirm NWE B.V.

1. Definitions

1.1 The terms below are defined as follows in these general terms and conditions (referred to hereafter as the 'General Terms and Conditions'):

- a.** Buyer: any natural person or legal entity that enters into or wishes to enter into an agreement with Agrifirm or to whom Agrifirm makes an offer or for which it performs a delivery or provides performance.
- b.** Agrifirm: Agrifirm NWE BV, with its registered office in Apeldoorn, listed in the commercial register and registered with the Chamber of Commerce under number 16050353.
- c.** Agreement: all agreements established between Agrifirm and the Buyer, all amendments or additions thereto, as well as all legal and other acts in preparation and/or performance of that agreement.

2. Applicability

- 2.1** These General Terms and Conditions apply to all offers and quotations from Agrifirm and all Agreements, by whatever name, with Agrifirm.
- 2.2** These General Terms and Conditions can also be invoked against the Buyer by Agrifirm employees and by third parties that have been engaged by Agrifirm.
- 2.3** The applicability of any general terms and conditions used by the Buyer is explicitly rejected by Agrifirm, unless Agrifirm has explicitly accepted applicability of those general terms and conditions in writing.

3. Conclusion of the Agreement

- 3.1** Offers from Agrifirm, in any form whatsoever, are without obligation, unless stated otherwise in writing.
- 3.2** Agreements are only established if and to the extent they have been accepted or confirmed by Agrifirm in writing or after Agrifirm has started implementing the Agreement.

4. Prices

- 4.1** All prices cited by Agrifirm are fixed, are denominated in euros and are excluding VAT, unless explicitly stated otherwise.
- 4.2** If any of the factors that are decisive for the price increase after the Agreement is concluded, even if this occurs as the result of foreseeable circumstances, Agrifirm has the right to pass on this increase to the Buyer, unless explicitly agreed otherwise in writing.
- 4.3** If the application of the foregoing paragraph results in a price increase of 10% or more within three months of entering into the Agreement, the Buyer is entitled to cancel the Agreement by registered letter within seven days after having been informed of the price increase. Agreements regarding the delivery of animals are excluded from this, without being entitled to any damage compensation.

5. Cancellation and force majeure

- 5.1** If the Buyer fails to comply or fails to comply properly or on

time with any obligation arising for it under the Agreement, or if the Buyer's business is declared bankrupt, granted a moratorium on payments, placed under forced administration, shut down or liquidated, Agrifirm has the right to cancel the Agreement wholly or in part, or suspend further performance of the Agreement, without incurring any obligation to pay damage compensation and without prejudice to its other rights. All of Agrifirm's claims against the Buyer also become immediately due and payable in such situations and Agrifirm has the right to compensation of all direct, indirect and resulting damages, including lost profit, without prejudice to its other rights under the law.

5.2 Agrifirm is not liable for any delay, failure to deliver or incorrect delivery which results directly or indirectly from force majeure. Force majeure is defined as, among other things, all circumstances beyond the control of and/or not the fault of Agrifirm that prevent compliance or prevent timely or proper compliance with the Agreement so that this cannot reasonably be expected of Agrifirm.

5.3 Any obligation on Agrifirm's part to comply with the Agreement is suspended for the duration of the period in which compliance is not possible, or not properly possible, as a result of force majeure.

5.4 In the event of force majeure, Agrifirm is not liable for the damages caused by the failure to comply with the Agreement or failure to comply on time or properly.

5.5 If compliance has been suspended for more than three months because of a situation as referred to in Article 5.2, or as soon as it is certain that such a situation will last at least three months, Agrifirm has the right to demand by registered letter that the Agreement either be amended in line with the circumstances or that the particular part of the Agreement be cancelled with immediate effect, without Agrifirm being liable for any damage compensation in connection with this.

6. Complaints

6.1 The Buyer is required to investigate on delivery whether the products and/or animals and/or services correspond to the Agreement.

6.2 Complaints relating to the products and/or animals and/or services delivered must be submitted to Agrifirm in writing, as soon as possible but no later than within seven days after discovery of the defect, or at least within seven days after the defect should reasonably have been discovered, but no later than six months after delivery, if a provision regarding this is missing from the agreement.

6.3 If complaints are not submitted in writing on time, the Buyer is deemed to have approved the products and/or animals and/or services delivered.

6.4 Minor deviations and differences that fall within a reasonable production or weight tolerance in accordance with normal business practice or which are generally accepted as inherent to natural products can never be grounds for complaints.

6.5 A complaint as referred to in Article 6.2 does not suspend the Buyer's payment obligation.

6.6 If the product and/or service delivered does not correspond to the Agreement, Agrifirm is only required to either replace the product or service or grant a prorated discount on the price, whichever it chooses.

6.7 The Buyer must keep products that have been the subject of a complaint by the Buyer unused, unmixed and unprocessed in an appropriate place.

6.8 Return shipments are only accepted after advance written approval from Agrifirm.

7. Delivery

7.1 The delivery periods stated are only given as an approximation and are merely indicative, unless explicitly agreed otherwise in writing. Delivery periods only take effect once the Agreement has been established in accordance with Article 3 and Agrifirm has received from the Buyer all the information required for performance. Exceeding deadlines will not lead to liability on the part of Agrifirm.

7.2 Agrifirm is entitled to perform partial deliveries.

7.3 In the event of delivery ex depot or ex works, they are at the expense and risk of the Buyer from the time the products delivered leave the depot or factory, even if it has been agreed that Agrifirm will be responsible for transport.

7.4 The Buyer is responsible for the unobstructed and safe accessibility of silos or other storage and other facilities for Agrifirm and/or its transporters.

7.5 If products are delivered postage paid, in which case Agrifirm decides on the mode of transport, the products and/or animals are at the Buyer's expense and risk from the time they are unloaded.

7.6 If, after the delivery period has expired, the Buyer or a third party appointed by it does not accept the products and/or animals, Agrifirm is entitled to: - store the products and/or animals at the Buyer's expense and risk; or - sell the products and/or animals to a third party, whereby all costs relating to this, including in any event the storage, administrative and transport costs and any diminished proceeds, are at the Buyer's expense, without prejudice to all other rights that Agrifirm has, including those cited in Article 5.1 of these General Terms and Conditions.

8. Payment

8.1 Unless explicitly agreed otherwise, the Buyer must pay for the products and/or animals and/or services delivered by Agrifirm by means of a transfer or deposit into a bank or giro account specified by Agrifirm, without any discount or deduction by whatever name, and without ever being able to invoke any set-off, by the due date stated on the invoice.

8.2 Agrifirm has the right to require full or partial advance payment for the products and/or animals and/or services and/or to demand adequate security for Buyer's compliance with the payment obligations.

8.3 If payment in full has not been made before the due date

referred to in 8.1, the Buyer is in default by operation of law, without further notice of default being required, in which case all of the Buyer's payment obligations to Agrifirm become immediately due and payable and, from that time, payment of the statutory commercial interest per month or part thereof is owed on the principal sum, as well as all judicial and extrajudicial costs to be incurred by Agrifirm to collect the invoice amount, for which the Buyer must furnish adequate security immediately at Agrifirm's request.

8.4 If the due date cited in 8.1 is not met, Agrifirm has the right to: a. suspend all deliveries until payment is received, regardless of from which Agreement with the Buyer these arise. All storage costs incurred in this context are at the Buyer's expense; or b. regard the relevant Agreements as cancelled, without any court intervention being required; all without prejudice to the right to full compensation.

8.5 Any payment by or on behalf of the Buyer received by Agrifirm after the due date will always be regarded as having been made first to settle the statutory interest, late payment interest, extrajudicial collection costs and judicial costs owed by the Buyer before then being applied to outstanding claims, whereby payments will be applied first to the oldest claims, regardless of any other instructions from the Buyer.

8.6 Agrifirm has the right to deduct amounts that the Buyer owes or will owe to Agrifirm or to companies belonging to the same group as Agrifirm from the amounts that the Buyer can claim, on any grounds whatsoever, from Agrifirm or from companies belonging to the same group as Agrifirm.

8.7 The Buyer can only object to the invoice from Agrifirm within seven days of the invoice date. After that point the Buyer is regarded as having agreed with that invoice.

9. Reservation of ownership

9.1 All products and/or animals delivered to the Buyer remain Agrifirm's property but are at the expense and risk of the Buyer until all amounts owed pursuant to the Agreement, including interest and collection costs, have been paid in full by the Buyer.

9.2 As long as ownership of the products and/or animals delivered has not transferred to the Buyer, the Buyer and/or third parties engaged by it or on its behalf will take all due care and all appropriate measures to separate the products and/or animals referred to in the previous paragraph and keep these separate from the other property present at the Buyer and they will do everything necessary (or have everything necessary done) to prevent confusion, accession or specification.

9.3 As long as ownership of the products and/or animals delivered has not transferred to the Buyer, the Buyer is not permitted to surrender actual control of the products and/or animals, dispose of them, pledge them or encumber them in any other way.

9.4 The Buyer is required to notify third parties who wish to take recourse on the products and/or animals delivered by Agrifirm that Agrifirm still retains right of ownership to those products and/or animals. The Buyer is also required to notify Agrifirm of such a situation immediately.

9.5 If Agrifirm wishes to exercise its ownership rights designated in this article, the Buyer grants irrevocable and unconditional permission in advance to Agrifirm and to third parties to be designated by Agrifirm to enter all those places where Agrifirm's property is located and reclaim those products and/or animals.

9.6 If Agrifirm invokes its reservation of ownership, the Buyer is not permitted to invoke any right of retention with respect to the costs of safekeeping and set these costs off with consideration owed by Agrifirm.

10. Liability

10.1 Advice, in the broadest sense, is always issued 'to the best of one's knowledge and ability'. The Buyer is responsible for providing the correct information. Except in the case of intent or gross negligence, Agrifirm is never liable for any damage whatsoever arising from incorrect or defective advice. In addition, liability in connection with defective advice is always limited to €10,000 per advice or series of advice at the same buyer.

10.2 If the damage is caused by a defective product as delivered by Agrifirm or a defective service charged for by Agrifirm, then, provided the damage is not the direct result of intent or gross negligence on the part of Agrifirm or its managing employees, Agrifirm's total liability is limited to maximum the amount that is paid out in the particular case under Agrifirm's liability insurance, plus the amount of the excess that is not at the insurers' expense according to the policy terms and conditions. If no insurance payment is made, for whatever reason, Agrifirm's liability is limited to at most the invoice value of the particular product or service, however up to a maximum of €45,000 in total.

10.3 The Buyer bears the risk of the use of plant protection products on the basis of permission for a minor extension of the field of use [kleine uitbreiding gebruiksgebied (KUG)]. Agrifirm cannot be held liable for damage resulting from plant protection products that are used on the basis of permission for a minor extension for the field of use.

10.4 The Buyer is required to take all reasonable measures to prevent or mitigate the damage as referred to in this article. The customer must check the products and/or animals and/or advice provided in the broadest sense, and check whether they meet the requirements set. The Buyer is also responsible for implementing the advice.

10.5 The right to compensation based on liability on Agrifirm's part in relation to defects in products and/or animals delivered will expire as the result of the passage of one year from the time of delivery or provision.

10.6 The limitations of liability cited in this article do not affect any mandatory liability or rights of recourse in connection with claims from consumers or other parties.

11. Miscellaneous provisions

11.1 If any provision in these General Terms and Conditions is invalid or otherwise unenforceable, this does not impair the validity of the remaining provisions in these General Terms and

Conditions and the Agreement between Agrifirm and the Buyer, and Agrifirm and the Buyer will consult to agree on new provisions to replace the invalid/annulled or unenforceable provisions, whereby the object and purport of the invalid/annulled or unenforceable provision will be taken into account as much as possible.

11.2 Agrifirm is permitted to use the Buyer's or Buyers' data (including personal data) in the performance of its work and, if necessary, to provide this data to: a. third parties who are involved on behalf of Agrifirm in the service to its Buyer(s); b. third parties as long as they have the Buyer's or Buyers' written permission to use the data known to Agrifirm.

11.3 Agrifirm has the right to engage third parties for the performance of the Agreement. It is also entitled to transfer rights and obligations arising from the Agreement to third parties.

12. Applicable law and competent court

12.1 These General Terms and Conditions and all offers and Agreements between Agrifirm and the Buyer are governed by Dutch law.

12.2 Recourse to the provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is excluded.

12.3 All disputes arising from or in connection with an offer, these General Terms and Conditions and/or the Agreement between Agrifirm and the Buyer or the inspection of the animals supplied will be settled exclusively by the competent court in the court district of Zutphen.

The Dutch version is the guiding text; the English translation is only intended for informational purposes and no rights can be derived from it.