

General Terms and Conditions of Sale and Purchase of BioAg Europe B.V.
established in zeewolde, registered at the Chamber of Commerce in Lelystad under number: 59872829

Article 1. Applicability

1. These terms and conditions shall apply to all our deliveries of goods or services, and to all offers issued by us. If the other party orders goods or services, these terms and conditions shall be deemed to have been acknowledged and accepted by it.
2. We shall only carry out our activities under applicability of these terms. We do not agree with applicability of terms used by the other party insofar the other party refers thereto or send these to us, as the case may be, unless otherwise agreed in writing.
3. Deviations from these terms shall only be valid when confirmed in writing by the managing board.
4. A copy of these terms shall be forwarded to our other party on first request and if necessary copies of these terms shall be available in the English, German and French language.

Article 2. Offers

1. All offers shall be free of engagement unless they contain a time-limit of acceptance. If an offer includes an offer free of engagement and this is accepted, we shall have the right to revoke the offer within five working days after receipt of the acceptance. Offers without an explicit time-limit of acceptance shall be valid for thirty days after the date of the offer but shall be made entirely without any engagement.
2. It shall not be possible to derive any rights from (oral) notices regarding technical qualities of our products and delivery times.
3. Dispatch of offers or documentation shall not oblige us to enter into an agreement.

Article 3. Confirmation of offer and changing agreement

1. The agreement shall be achieved only after the contents of the agreement have been confirmed by us in writing by sending the written confirmation of the order. The other party shall be deemed to be fully in agreement with the contents of the confirmation of the offer unless the other party has notified us of the contrary by registered letter before execution of the agreement and within eight days after dispatch of the confirmation of order.
2. Solely these terms and the provisions stated in the confirmation of order shall determine the contents of the agreement.
3. Changes to the order by the other party shall not be possible after commencement of the activities unless we agree thereto explicitly in writing. Changes to the agreement shall only be binding after parties have agreed so in writing.
4. Oral agreements with and promises by employees of BioAg Europe shall bind BioAg Europe only after and insofar they have been confirmed on behalf of BioAg Europe in writing by a person authorised to represent.

Article 4. Delivery and risk

1. Delivery shall be made at a place and time to be determined by us. Delivery shall be made by issuing the goods or the most important elements thereof to purchaser or his buyer. The delivered goods shall be for the account and risk of the other party, which shall care for them with due diligence until the day of final settlement.
2. If the buyer or the purchaser, as the case may be, is established outside the Netherlands, the place of delivery shall at any time be our place of establishment in Almere.
3. The agreed delivery time shall commence on one of the following times:
 - on the day on which the agreement is achieved;
 - on the day of on which BioAg Europe receives information to be furnished by the other party which is necessary to execute the agreement;
 - on the day of receipt by BioAg Europe of the amount that should be paid according to the agreement by the other party by prepayment, if any.
4. If the goods to be delivered are forwarded by us to the purchaser or his buyer, this shipment shall be for the account and risk of the other party and the choice of the means of transportation shall be reserved to us. If the purchaser or buyer, as the case may be, is established outside the Netherlands this purchaser or buyer must take care on first request of a proper transportation insurance.
5. BioAg Europe shall be permitted to ship goods in batches, if previously agreed in writing, at which each shipment must be paid for separately.
6. Delivery times stated shall not be considered as deadlines unless otherwise agreed in writing.

Article 5. Reservation of title

1. The title of any goods delivered by us shall only be transferred to the other party when he has fully paid the counter performance as stated in the agreement and/or confirmation of order. Claims of BioAg Europe on the other party for compensation on account of failing in the observance of the agreement shall be included herein.

Article 6. Prices

1. Written quotation shall be binding unless agreed otherwise. Unless stated otherwise all quotations shall be made under the reservation of price changes. If we have agreed upon a certain price with the other party, we shall nevertheless be authorised to increase the price by charging the price applicable at delivery according to the pricelists applicable at that moment.
2. If a quotation has been made we shall moreover be entitled in case of an increase of one or more of the cost price factors to increase the order price accordingly.
3. If the price increase amounts to more than 10 %, the other party shall have the right to dissolve the agreement, which dissolution shall, however, not apply if within two days after receipt of the notice of dissolution we have indicated to want to continue the agreement on the basis of the agreed price.
4. BioAg Europe shall have at any time the right to determine that certain goods and/or services shall be sold or delivered, as the case may be, in certain minimum amounts.
5. Unless stated otherwise, the prices are based on delivery ex factory, warehouse or other place of storage:
 - exclusive of VAT, import duties, taxes, levies, precario and other duties;
 - exclusive of the cost of storage, packaging, loading/unloading, insurance and transport to the address stated by the purchaser insofar this is located within the Netherlands;
 - stated in Euros.

Article 7. Payment

1. Payment should be made in Euros not later than 30 days after submission of the invoice, unless otherwise agreed in writing, failing which the other party shall be in default without any declaration of default being required.
2. If we send to the other party an advance invoice with respect to the order, this invoice should have been paid before the activities commence. If the advance has not been received in time, we shall have the right to suspend commencement of the activities or delivery, as the case may be.
3. We shall be entitled to charge the legal interest as of the date on which the other party is in default, as well as a penalty interest of 1 % per month or part of a month on the outstanding amount. All payments made by the other party shall be primarily to pay for the interest and collection costs due and then to pay the oldest outstanding invoices.
4. We shall moreover be entitled to charge the extrajudicial costs involved in non or not timely payment of the other party in accordance with the collection rate of the Dutch Bar, with a minimum of € 100 exclusive of VAT.
5. The above shall be without prejudice to our right to compensation of all other costs, damages and interests.
6. Payment should be made without any right to settlement and/or suspension, other than the other party is legally entitled to.

Article 8. Cancellation

1. If after the agreement has been achieved but before it has been executed, the other party wants to cancel it, the other party shall owe 10% of the order price, including VAT, as cancellation costs, without prejudice to our right to full compensation, including lost profit.

Article 9. Liability

1. We exclude any liability for damage unless it concerns intent or gross negligence by us or one of our employees. We shall not be liable for damage to goods of the other party or third parties that we had in our custody in the scope of the delivery unless it concerns intent or gross negligence by us or one of our employees.
2. The other party shall indemnify us for claims of third parties with respect to damage suffered by them, which is not the result of intent or gross negligence by us or one of our employees.
3. Our liability for damage shall never exceed the total amount of the order concerned and shall never exceed the amount of the damage payment of our insurer.
4. In case of non, non-timely or incomplete delivery of goods and/or services we shall have met the obligation to compensate damage by yet observing the agreement, all this by virtue of the guarantee by virtue of article 11 of these general terms and conditions. If observance for

whatever reason is no longer possible, we shall be obliged to compensate the real damage. Our liability shall be limited to compensation of the costs really made or damage really suffered, with as a maximum the invoice amount agreed by parties.

5. BioAg Europe shall in no way be responsible for damage that the other party could have prevented by checking the correctness of the delivery and soundness of the delivered goods before taking them into use.

Article 10. Force majeure

1. "Force majeure" shall be understood to mean in these general terms and conditions: every unforeseen circumstance not depending on the will of parties because of which one can no longer demand from the other party observance of the agreement in reason.
2. If the force majeure is in our opinion of a temporary nature, we shall have the right to temporarily suspend execution of the agreement until the circumstance yielding the force majeure no longer exists.
3. If in our opinion the situation of force majeure is of a permanent nature, parties shall enter into an arrangement about total or partial dissolution of the agreement and the results attached thereto.
4. We shall be authorised to demand payment for all activities that have been carried out before the force majeure causing circumstance occurred.
5. The party that thinks to be (become) in force majeure, should inform the other party about this immediately by registered letter.

Article 11. Guarantee and complaints

1. To all goods delivered by us solely that guarantee shall apply that has been determined by the manufacturer. Privat label/packaging and the articles packed in this manner shall be excluded from any guarantee. There does not exist any guarantee with respect to used goods and materials unless agreed otherwise.
2. BioAg Europe does not accept any liability(ies) other than - at its discretion - replacing, crediting and/or repairing the delivered object.
3. Unless agreed otherwise, we shall only be held to observe these guarantee provisions within the Netherlands.
4. There shall only be granted guarantee on the soundness of carrying out the activities ordered unless agreed otherwise.
5. With respect to faults that are entirely or partially the result of any government prescription regarding the nature or quality of the materials applied there shall not be given any guarantee.
6. Complaints should be made in writing within eight days after receipt of the goods. After this period has been transgressed all possible claims shall be cancelled and purchaser shall be deemed to have accepted the object delivered.
7. Our not observing guarantee obligations does not release the other party from the obligations on account of the agreement.
8. If the other party does not, not properly or not in time observe his obligations from the agreement entered into with us, we shall not be held to give any guarantee.

Article 12. Returning goods

1. Returning goods for which claim is laid to guarantee shall be for the account and risk of the other party.
2. If and insofar the supplier representing us honours the appeal to guarantee, we shall take care of settlement of this claim and the goods shall be returned to the other party for our account and risk. If the appeal to guarantee is not honoured by our supplier, the goods shall be returned for the account and risk of the other party.
3. Other repairs, if any, of goods and repackaging broken or damaged packaging and the dispatch thereof shall be for the account and risk of the other party.

Article 13. Dissolution

1. If the other party:
 - a. is declared bankrupt, renounces its property, submits a request for a moratorium or the whole or a part of his property is seized;
 - b. dies or is placed under tutelage;
 - c. does not observe any obligation he is under by virtue of the law or these conditions;
 - d. refrains from paying an invoice amount or a part thereof within the period stated to do so,we shall have the right by the mere occurrence of one of the afore-mentioned circumstances to either dissolve the agreement, or claim in its entirety any amount due by the other party on the ground of activities carried out by us immediately and without any warning or declaration of default being required, everything without prejudice to our right to compensation of costs, damages and interest.
2. The other party shall be under the obligation to indemnify us against claims of third parties as a

result of this dissolution.

Article 14. Delivery printed goods

1. In case BioAg Europe is given the order to deliver products specially manufactured or composed on behalf of purchaser, the other party shall be obliged to deliver immediately reproducible material of a good quality, this at the discretion of BioAg Europe. If not, BioAg Europe reserves the right to refuse the assignment and if already costs have been made with third parties to pass these on to the other party after the refusal.
2. BioAg Europe shall be solely held to send in advance a galley for approval to the other party if this has been agreed in writing by parties before the assignment was given. In that case, BioAg Europe undertakes to submit not later than five weeks after receipt of the materials to be reproduced a galley to the other party, which galley shall be deemed to have been approved if one has not reacted to the galley within five working days in writing.
3. All costs of the printed matter or connected therewith shall be charged separately and shall not be included in the agreed prices unless the opposite has been explicitly agreed.

Article 15. Other provisions

1. In case of products specially manufactured or composed for purchaser, BioAg Europe reserves the right to deliver and invoice maximally 10% more or less than the agreed amount.
2. If BioAg Europe makes samples available to the other party, the other party shall be held to return them to BioAg Europe within fourteen days after receipt undamaged and in the original packaging carriage paid.
3. If supplier shows or furnishes a model, sample or example, this shall be made solely by way of designation: the properties of the goods to be delivered could deviate from the sample, model or example
4. All drawings, sketches, schedules, samples, models, tools etc. used by BioAg Europe shall remain the intellectual or physical property of BioAg Europe even if handed over to the other party and may therefore not be used for any other objective than execution of the agreement between BioAg Europe and the other party, save for the previous written consent of BioAg Europe.
5. The other party shall indemnify BioAg Europe against claims of third parties with respect to the goods mentioned in the previous article originating from the other party with respect to intellectual property rights.
6. When exclusively for the other party a product or model is developed the mould costs shall be passed on to one to one to the other party.

Article 16. Applicable law

1. Netherlands law shall apply to all our agreements. Insofar these General Terms and Conditions contain provisions that violate one or more provisions from the Vienna Sales Convention the applicability of that treaty shall be excluded.
2. All disputes arising connected with or resulting from these General Terms and the agreements entered into with BioAg Europe shall be subjected to the competent court in Zwolle with due observance of art. 8 Rv.

Final provision

Every stipulation that violates mandatory provisions of Netherlands law shall if possible be converted to the permitted scope. Under no circumstances the nullity of some provisions shall affect the validity of these conditions.