

GENERAL TERMS AND CONDITIONS

Vermeerderingstuinen Nederland B.V.

General

Article 1.

1. If not deviated from in writing, these general terms and conditions apply to all concluded agreements, including those of service provision, as well as to all offers, including quotations, whereby Vermeerderingstuinen Nederland Holding B.V., or companies belonging to Vermeerderingstuinen Nederland Holding B.V., be a party, meaning companies in which Vermeerderingstuinen Nederland Holding B.V. directly or indirectly has a majority interest, hereinafter jointly referred to as: 'Vermeerderingstuinen Nederland'.
2. Deviating stipulations only apply if parties have agreed so in writing and then only for the agreement for which they were drawn up; in all other respects the present general terms and conditions remain in force.
3. The general terms and conditions of the other party will only be effective for the offers of and the agreements with Vermeerderingstuinen Nederland referred to in paragraph 1, if and insofar as these do not conflict with these general terms and conditions. In case of doubt as to whether such a conflict exists, the conditions of Vermeerderingstuinen Nederland prevail.
4. An agreement to which these general terms and conditions apply first comes about when Vermeerderingstuinen Nederland has confirmed that it accepts the offer or order from the other party. However, parties can also provide proof of the conclusion of the agreement by other means.
5. The other party that has once entered into an agreement with Vermeerderingstuinen Nederland under the applicability of these general terms and conditions is deemed to have tacitly agreed to the applicability of these conditions to offers made later by, or on agreements concluded later with, Vermeerderingstuinen Nederland.

Offers

Article 2.

1. All offers from Vermeerderingstuinen Nederland, including everything stated by it on application forms and in quotations, catalogs, advertisements, images or samples as well as other statements regarding capacity, performance or results, are as accurate as possible and must be deemed to have been provided without obligation unless explicitly stated otherwise.

Vermeerderingstuinen Nederland is not bound by these statements and accepts no liability for the consequences of any deviations or errors in the information provided by it.

2. Although, if applicable, efforts will always be made to maintain the written delivery time stated, Vermeerderingstuinen Nederland cannot guarantee this. The agreed time of delivery is pursued by Vermeerderingstuinen Nederland in reasonableness and fairness; if the delivery term is exceeded, Vermeerderingstuinen Nederland is never obliged to pay compensation for damage resulting from this.

Price (adjustment)

Article 3.

1. All agreed prices are binding and exclusive of any sales tax, packaging, transport or shipping costs owed thereon.
2. After the conclusion of the agreement, but before the time of delivery or before the time of execution of the agreement, Vermeerderingstuinen Nederland reserves the right to increase the agreed prices if changes in one or more cost price factors give cause thereto.
3. Vermeerderingstuinen Nederland will notify the other party in a timely manner in writing if and insofar as it makes use of the right granted in paragraph 2 to implement price changes.
4. If and insofar as price changes lead to a difference in the agreed prices of more than 20%, Vermeerderingstuinen Nederland is willing to investigate whether dissolution of the agreement is possible at the written request of the other party.
5. All prices are set in currencies to be determined by Vermeerderingstuinen Nederland, unless expressly otherwise agreed to in writing.

Deliveries

Article 4.

1. Delivery takes place ex propagation nursery of Vermeerderingstuinen Nederland.
2. Exceeding the agreed time of delivery does not entitle the other party to refuse the items delivered or to suspend its obligations under the agreement. Vermeerderingstuinen Nederland is never liable for the consequences of late delivery.
3. Vermeerderingstuinen Nederland has the right to deliver in consignments.
4. The other party must accept delivery of the items delivered at the agreed place and time, by failing of which the items delivered are stored at a location to be determined by Vermeerderingstuinen Nederland, at the risk and expense and for the account of the other party.
5. The risk of loss or the total or partial destruction of or damage to the items delivered, transfers to the other party at the time that the items delivered are loaded at Vermeerderingstuinen Nederland to be transported at the expense of the other party.

Retention of title

Article 5

1. Vermeerderingstuinen Nederland retains the ownership of the items delivered until the moment that all its claims against the other party have been paid in full.
2. Vermeerderingstuinen Nederland has the right to take back what has been delivered under retention of title if and insofar as the other party fails to comply with any obligation to Vermeerderingstuinen Nederland, or, in the opinion of Vermeerderingstuinen Nederland, gets

into payment difficulties.

3. As long as the ownership of the items delivered has not transferred to the other party, it is not permitted, whether or not as security, to transfer, encumber or dispose of the items delivered under any title.
4. In view of the provisions of this article, the other party is permitted to process, cultivate, sell and deliver the items delivered by Vermeerderingstuinen Nederland under retention of title within the framework of its usual business activities, under the condition that the other party negotiates a retention of title with its customers for non-cash sales on behalf of Vermeerderingstuinen Nederland based on the provisions of this article.
5. The retention of title of Vermeerderingstuinen Nederland also extends to items that have arisen or been acquired by specification by means of or through the cultivating or processing of the items delivered under retention of title. The items obtained by specification are then immediately transferred to Vermeerderingstuinen Nederland by the other party.
6. If this situation arises, the other party grants Vermeerderingstuinen Nederland an irrevocable power of attorney to, enter the business premises of the other party, or to have them entered by an authorized representative if Vermeerderingstuinen Nederland wishes to take back the items delivered or if it wishes to check (have checked) the actual presence of the items delivered on those business premises.

Guarantee

Article 6.

1. Vermeerderingstuinen Nederland guarantees good quality of the items delivered; the items delivered have been checked for quality and found suitable for the purpose for which they are used.
2. Vermeerderingstuinen Nederland guarantees the soundness and the agreed quality of the items delivered for a period of two weeks, counting from the time of delivery.
3. This guarantee only includes defects in the items delivered that were externally visible on delivery and of which the other party proves that these arose as a direct result of improper handling during storage or dispatch by Vermeerderingstuinen Nederland.
4. In the case referred to in paragraph 3, Vermeerderingstuinen Nederland will replace the items delivered.
5. Any claim under warranty lapses if it is established that, in the reasonable opinion of Vermeerderingstuinen Nederland, the items delivered have not been treated in accordance with its regulations, directions or instructions or have not been used in accordance with the intended purpose.

Complaint

Article 7.

1. Complaints about defects in the items delivered and shortcomings in the invoice must be made known to Vermeerderingstuinen Nederland in writing within eight days after the time of delivery or after the invoice date.
2. Complaints with regard to the items delivered do not suspend the payment obligations of the other party with regard to the items delivered, the previous items delivered or the items yet to be delivered.
3. If the complaints made known are recognized by Vermeerderingstuinen Nederland, it has the right to either replace the items delivered or to credit the invoice amount.
4. Return shipments must be carried out carriage paid and can only take place after consultation with and permission from Vermeerderingstuinen Nederland.
5. No rights of any kind can be derived from the permission referred to in paragraph 4.
6. The consignments referred to in paragraph 4 must be sound and properly packed by the other party.

Liability

Article 8.

1. No liability can be accepted with regard to the delivered starting or propagation material, given the nature of this living product, other than as referred to in these general terms and conditions.
2. Vermeerderingstuinen Nederland is not liable to the other party and its customer(s) for the intrinsic quality of the items delivered (including, but not limited to, viability, health, pest and disease freeness, physiological state, resistance properties, genetic and epigenetic stability and virus status of the starting or propagating material supplied), nor for damage that could arise through use of the items delivered by the other party and / or its customer(s).
3. The other party acknowledges that production, reproduction and harvest results, which can be achieved by the other party and its customers with plant material grown from the starting or propagation material supplied by Vermeerderingstuinen Nederland, can be influenced qualitatively and quantitatively by cultivation operations, soil conditions, storage, weather conditions, climate (change) and many other factors, on which Vermeerderingstuinen Nederland has no influence. Vermeerderingstuinen Nederland therefore does not accept any liability for any damage that may result from this.
4. Vermeerderingstuinen Nederland accepts no liability for damage and costs of whatever nature due to defective properties of the delivered starting or propagation material, that Vermeerderingstuinen Nederland has not observed during cultivation on its own plots, but which only become clear during further cultivation by the other party and its customer(s).
5. Vermeerderingstuinen Nederland's liability for all direct costs and direct damage, related in any way to, or caused by, an error or shortcoming in the items delivered, whereby the provisions of Article 6 must be observed when assessing this error or shortcoming, is at all times limited to the net invoice amount with regard to the items delivered.
6. Vermeerderingstuinen Nederland is never liable for indirect costs, indirect damage and / or consequential damage, in any way related to or caused by an error or shortcoming in the items

delivered.

7. Vermeerderingstuinen Nederland and the other party indemnify each other against all claims from third parties for compensation of damage or otherwise, which directly or indirectly, directly or indirectly relate to the implementation of the agreement between Vermeerderingstuinen Nederland and the other party.

Force majeure

Article 9.

1. Force majeure releases Vermeerderingstuinen Nederland from obligations to the other party. Vermeerderingstuinen Nederland is entitled to dissolve the agreement in question without judicial intervention, without being liable to pay damages or to suspend the contractual obligations for a reasonable period to be determined by it.
2. Force majeure is defined as events and conditions that exert a clearly demonstrable and direct effect on Vermeerderingstuinen Nederland or on the organization of a third party from whom Vermeerderingstuinen Nederland purchases goods such as:

serious disruptions in the production process, fire, traffic disruptions, strikes, government restrictions, external disasters, including serious plant diseases and pests and extreme weather and climate conditions, as well as apparent changes since the conclusion of the agreement in the actual circumstances that directly or indirectly affect the cost price factors or delivery options.
3. Vermeerderingstuinen Nederland will notify the other party as soon as possible in the event of force majeure, submitting the necessary documentary evidence.

Payment

Article 10.

1. All payments must be made within 30 days of the invoice date, without any right to discount or set-off, also in bankruptcy, at the office of Vermeerderingstuinen Nederland or by means of payment into a bank or giro account designated by the latter.
2. If the other party has not paid within the period referred to in paragraph 1 or agreed upon further, the other party will be in default by operation of law and gives Vermeerderingstuinen Nederland the right, without further notice or notice of default, to charge the other party an interest of 1% per month, calculating a part for the whole, from the due date, this until the date of full payment and without prejudice to the other rights to which Vermeerderingstuinen Nederland accrue.
3. All costs incurred as a result of a judicial or extrajudicial collection of a claim against the other party are for the account of the other party.
4. The extrajudicial collection costs are fixed in advance at 25% of the invoice amount with a minimum of € 65.- in case the collection must be made by engaging third parties.
5. All that Vermeerderingstuinen Nederland has to claim from the other party is immediately due and payable if and insofar as the other party is in default of payment, as well as in the event of bankruptcy, application for a moratorium and closing down or liquidation of its company.

6. Vermeerderingstuinen Nederland reserves the right to demand full or partial advance payment of the agreed price.

Applicable law and choice of forum

Article 11.

1. Dutch law always applies to all offers and assignments, as well as to agreements to be concluded with the other party.
2. All disputes arising from the agreements referred to in paragraph 1 and which do not form part of the competence of the subdistrict court, must be brought before and tried in the first instance by the Limburg District Court, at the Roermond location.

These general terms and conditions have been drawn up both in the Dutch and English language. The Dutch text is binding and shall prevail in case of any discrepancies in the content or intent.

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