

GENERAL TERMS AND CONDITIONS OF DELIVERY

General provisions

1. Definitions

The following definitions apply for the purposes of these General Terms and Conditions: - Principal: Soil-Tech Solutions B.V., also referred to hereinafter as "STS" - Customer: the third party with whom a contract is concluded.

2. Applicability

1. These General Terms and Conditions apply to all offers issued and contracts concluded by STS, and to related payments.

2. These General Terms and Conditions apply to all subsequent offers and contracts issued to or concluded with the same customer, irrespective of whether they relate to or follow on from offers already made or contracts already concluded, without prejudice to STS's right to amend the conditions.

3. If special conditions have been agreed on certain points, these General Terms and Conditions remain in force in all other respects. Departures from these General Terms and Conditions and verbal agreements are binding only if confirmed by us in writing, and apply only to the offer or contract to which the amendment or addition is made.

4. The customer may not derive any rights from (part of) a contract insofar as (that part of) the contract is found to conflict with statutory provisions or regulations, especially those based on or resulting from the *Bestrijdingsmiddelenwet* (Pesticides Act) and the *Meststoffenwet* (Fertilisers Act) and/or other legislation in the field of fertilisers.

3. Offers/Orders

1. All offers are non-binding with regard to prices, content, performance, delivery time and availability, unless they contain a deadline for acceptance.

2. If a non-binding offer is accepted, STS has the right to revoke the offer within five working days after receipt of the acceptance.

3. Sending of catalogues, brochures, price lists or information may not be considered as an offer from STS.

4. Payment

1. All payments should be made within 30 days of the invoice date, without entitlement to any deduction or set-off of debts, even in the event of bankruptcy, either at the customer's office or by transfer to a designated bank account.

2. If the customer fails to pay within the period stated in the previous paragraph, it is automatically in default.

3. If payment has not been received within the period stated in paragraph 1, the customer is obliged, even without notice of default:

- to pay interest of 2% per month on the outstanding invoice amount as from the due date of the invoice.

- to pay STS all costs, both judicial and extrajudicial, to be incurred by STS. Extrajudicial costs are set at 15% of the principal sum plus interest, subject to STS's right to collect the actual extrajudicial costs it has incurred, insofar as these costs exceed that amount.

4. If the customer fails to fulfil one or more of its obligations under the contract or other contracts arising therefrom, or fails to do so on time or properly, as well as in the event of its liquidation, bankruptcy or suspension of payment, it is immediately in default without further notice of default, and STS is entitled to terminate the contract unilaterally in whole or in part without notice of default and without judicial intervention by means of a written notification to the customer and/or to suspend payment obligations and/or to assign performance of the contract in whole or in part to third parties, without STS being obliged to pay any compensation and without prejudice to any other rights accruing to STS, including STS's right to full compensation.

5. The customer is obliged at STS's first request to provide security or a bank guarantee for all debts it may owe by virtue of this contract or otherwise. If the customer fails to provide such security, STS is entitled to terminate the contract concluded with the customer or, at STS's discretion, to suspend performance of the contract until the requested security has been provided.

5. Customer's obligations

The customer is responsible for the timely, correct and complete provision of all information which is indicated by STS to be necessary or which the customer should reasonably understand to be necessary for performance of the contract.

6. Confidentiality

Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources within the framework of the contract or prior to its conclusion. Information is considered to be confidential if this has been communicated by the other party or follows from the nature of the information.

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7. Liability

1. Except in cases of gross negligence or intent, STS's liability for any damage is limited to direct damage and to the invoice value of the product in respect of which damage is claimed. In no case will STS's liability for damage exceed the amount for which such liability is insured and for which cover is actually provided.
2. In the event that damage is caused by delivered goods obtained by STS from third parties and/or by delivered materials not produced by STS, STS's liability is limited to the invoice value of these goods or materials delivered by STS, or to the amount of the relevant guarantees provided by third-party suppliers.
3. STS is not liable for damage of any kind arising because STS has acted on the basis of incorrect and/or incomplete information provided by the customer.
4. STS always provides advice to the best of its knowledge, but accepts no liability for the consequences of that advice, any drawings, calculations or designs made, and/or any action taken on that basis, partly because it has no control or influence over the implementation and/or application of that advice.
5. STS is exclusively liable for direct damage as a result of an imputable shortcoming in the performance of the contract. Direct damage is exclusively understood to mean the reasonable costs incurred in determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred in rectifying defective performance of the contract by STS to the extent that these costs can be imputed to STS, and reasonable costs incurred in preventing or limiting damage, insofar as the customer can demonstrate that these costs have resulted in a limitation of direct damage as referred to in these General Terms and Conditions.
6. In no case is STS liable for indirect damage, including consequential damage, loss of profits, lost savings and damage due to business interruption.

8. Force majeure

1. For the purposes of these General Terms and Conditions, force majeure has the meanings understood in this regard in law and case-law but also includes all external causes, either foreseen or unforeseen, which are beyond STS's control but prevent it from fulfilling its obligations.
2. STS is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment occurs after STS

should have fulfilled its obligation. STS's obligations are suspended during a period of force majeure. If that period lasts for longer than two months, both parties are authorised to terminate the contract with no obligation in that case to pay compensation. 3. If STS has already partially fulfilled its obligations when the force majeure occurs, or is thus able to fulfil them only partially, it is entitled to invoice separately for the part already fulfilled or still fulfillable and the customer is obliged to pay this invoice as if it related to a separate contract.

9. Disputes and applicable law

1. All contracts concluded by STS are governed solely by Dutch law.
2. All disputes will be submitted to the competent court in the district where STS has its registered office.

10. Amendments

1. STS is entitled to amend these General Terms and Conditions.
2. If one or more provisions of these General Terms and Conditions are annulled, the remaining provisions remain fully in force.
3. If one or more provisions of these General Terms and Conditions are annulled, both parties will consult on the content of a replacement provision.
4. STS is entitled to charge price increases resulting from legislation and/or government measures (including changes in levies etc.) to the customer, who is obliged to pay these price increases. STS is also entitled, but no sooner than three months after conclusion of the contract, to change its prices, in which case the customer is entitled to cancel orders already placed, where not yet delivered or fulfilled, within eight days of notification of the price change. The previous sentence also applies if STS notifies the customer of a change in its General Terms and Conditions.

Delivery of services

11. Definition

For the purposes of these General Terms and Conditions, delivery of services means but is not confined to the provision by STS of consultancy services and training.

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12. Performance of the work

1. The customer should ensure that all relevant information and facilities required for performance of the consultancy work are placed at STS's disposal. Failure to follow STS's advice or any action contrary to agreements made will entitle STS to suspend further consultancy work or to terminate the contract in whole or in part.
2. All procedures, know-how and information which STS communicates to the customer verbally or in writing in the context of a services contract, and/or of which it allows the use, may not be disclosed to third parties without STS's prior written consent.
3. All documents produced by STS in the context of a services contract, including the making of an offer to that effect, are protected by copyright and may not be disclosed or made available to third parties without STS's prior written consent.
4. STS's obligations under the contract are always obligations to use its best efforts, never obligations to produce results.
5. STS is entitled to cancel a training session it has organised, without being obliged to pay compensation, but is obliged to refund any registration fees already paid by the customer for the relevant training session. The customer is entitled to cancel its registration for a training session organised by STS until 15 days before the date of the session. In the event of cancellation fewer than 15 days before the session, the customer is and remains obliged to pay the registration fee in full.

Delivery of goods

13. Delivery/Reservation of ownership

1. Until the customer has fulfilled its payment obligations (in full), including interest and costs, STS will retain ownership of the goods it has delivered. In this case, ownership is transferred as soon as the customer has fulfilled its obligations.
2. Unless expressly agreed otherwise, STS is entitled to deliver the goods wholly or partly before the agreed delivery time or in stages, with each delivery being invoiced separately.
3. Delivery periods agreed by STS are in no case to be regarded as strict deadlines. In no case does any exceeding of a delivery period by STS entitle the customer to suspend its obligations under the contract.
4. Delivery of goods takes place immediately prior to the start of loading of the goods into a means of transport

provided by or on behalf of the customer or by STS, with the exception of goods which are delivered carriage paid. Delivery of these goods takes place when the goods are delivered to the customer or a location to be designated by it.

5. The risk of loss, damage or total or partial destruction of the goods to be delivered is borne by the customer as from the time of delivery, or as from the scheduled time and place of delivery stated in the contract.
6. If the customer does not accept the goods or does not accept them on time or at the agreed location because the customer fails to lend the necessary cooperation or because another obstacle arises on its part, the customer will automatically be in default and STS will be entitled, as from the scheduled time of delivery, to transport the goods from the scheduled place of delivery to a location to be determined by STS and to store them there at the customer's expense and risk. STS is then entitled to compensation for damage sustained. This compensation is at least twenty percent (20%) of the price agreed before delivery, without prejudice to the right to full compensation.
7. If the customer has not taken receipt of the goods within 14 days of the offer for delivery, STS is entitled to terminate the contract constituting the basis for delivery by written declaration without judicial intervention and to sell the goods to be delivered. In this case, STS is authorised to impose a penalty of 20% of the agreed price on the customer, without giving prior notice of default. This penalty is immediately due and payable. The imposition, collection or settlement of this penalty does not affect STS's right to performance, compensation or termination.

14. Transport of goods

1. Costs associated with the delivery of goods, including the costs of transport, insurance, packaging, loading and unloading, are borne by the customer.
2. The way in which goods are to be transported will be determined by STS.
3. If, as a result of acts or omissions by the carrier, liability arises towards the customer at the time of delivery of the goods, STS is liable only insofar as it is able to recover the damages in question from the carrier.

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15. Complaints

The customer is obliged to inspect the delivered goods for deviations as soon as possible, but in any case within eight days of receipt, and in the event of a deviation to inform STS in writing and with proper justification. Failing this, any liability for damage on our part will cease. The goods in question must be kept at STS's disposal for the purpose of verifying any claimed deviations.