

THE GENERAL TERMS AND CONDITIONS OF ASPAVANZA BV, BASED IN HELDEN:

Article 1. Definitions

- a. In these General Terms and Conditions, “Aspavanza ” means: Aspavanza BV, with its registered office at Dekeshorst 5, 5988 NX, Helden.
- b. In these General Terms and Conditions, “Client” means: the natural or legal person who has instructed Aspavanza to perform work.

Article 2. Applicability of these terms and conditions

- a. These terms and conditions apply to all agreements with Aspavanza, and/or all assignments given to Aspavanza, to perform work and/or provide services, unless agreed otherwise in writing with Aspavanza. Aspavanza does not accept references made by clients to their own terms and conditions.
- b. The activities and services referred to in these terms and conditions include in any case, but are not limited to, the provision of advice by Aspavanza and the service it offers every day to companies, governments and organisations in all other ways. This operational, technical-economic, strategic and organisational advice, practical research, education and guidance of agricultural and horticultural companies, medium and small businesses, organisations, governments and companies, takes place by telephone, digital communication assets, as well as through company visits.
- c. Deviations from and/or additions to these General Terms and Conditions only apply insofar as these have been agreed in writing.

Article 3. Quotations

- a. All offers, regardless of whether these are made through a special offer, in price lists or otherwise, are – unless explicitly agreed otherwise – entirely free of obligation. All offers issued by Aspavanza have a validity period of 14 days, unless explicitly stated otherwise in the offer, and shall expire by operation of law after this period has expired.
- b. All agreements, including if and insofar as they have been entered into by intermediaries, who may or may not be employed by Aspavanza, shall not take effect until these have been confirmed in writing or verbally, by Aspavanza or by a person expressly authorised by Aspavanza to do so, or performed without prior order confirmation.
- c. A combined quote does not oblige Aspavanza to perform part of the assignment for part of the quoted price.
- d. Unless explicitly stated otherwise, an offer does not apply to future assignments.
- e. The written order confirmation provided by Aspavanza is considered to be correct and approved, unless Aspavanza has received written objections within eight days of Aspavanza sending this confirmation to the client.

Article 4. Duration and cancellation of the agreement, joint and several liability

- a. The agreement is entered into for the duration stated in the order confirmation, or in the absence thereof, in the assignment awarded. Agreements to provide advice in relation to cultivation, fertilisation and/or crop protection, are entered into for an indefinite period, unless it follows from the nature or scope of the assignment awarded that this shall continue

- until the time at which Aspavanza has performed and/or delivered that which has been agreed upon.
- b. In the event of an agreement that is entered into for an indefinite period, the parties are entitled to cancel the agreement at any time.
Notice of cancellation must always be given in writing.
 - c. If satisfactory creditworthiness of the Client has not been demonstrated, or the Client's legal form, or the control within its legal form, has changed substantially, Aspavanza is entitled to dissolve, at any time, an agreement, in part or in full, without judicial intervention, without Aspavanza being obliged in any way to comply with the rest, and/to make a payment or pay compensation of any kind. Satisfaction in terms of the creditworthiness is at Aspavanza's discretion.
 - d. In the event of a jointly awarded assignment, the clients are jointly and severally liable for the payment of Aspavanza's invoices.

Article 5. Client's obligation to provide information

- a. The Client is obliged to provide (free of charge) all information, data and documents that Aspavanza believes it requires, or in respect of which the Client should reasonably understand that Aspavanza requires, for execution of the assignment awarded, in a timely manner and in the desired form.
Should Aspavanza deem it necessary to gather this information and/or documents itself (it is by no means obliged to do so unless the agreement stipulates otherwise), it will do so at the Client's expense and risk.
- b. Aspavanza is entitled to suspend the performance of the assignment until the time at which the Client has fulfilled the obligation referred to in the previous paragraph of this article. Any costs associated with a delay in this regard shall be borne by the Client and may be passed on by Aspavanza to the Client.
- c. All original documents or original data carriers given by the Client to Aspavanza shall, if required, be returned to the Client as soon as possible upon request.
- d. The Client is at all times responsible for the adequacy and accuracy of the information, data and/or files that it gives to Aspavanza within the scope of the request for quotation, assignment, agreement or otherwise. This also applies when Aspavanza collects this information pursuant to agreements reached or pursuant to the provisions under A in the last sentence, unless Aspavanza should have been informed of a shortcoming therein, such as incorrectness and/or incompleteness.

Article 6. Execution

- a. Aspavanza will make every effort to execute the agreement to the best of its knowledge and ability, taking account of the requirements of good professional practice.
- b. Unless agreed otherwise, Aspavanza shall determine the way in which, in its view, the assignment should be executed. If requested, Aspavanza shall inform the Client beforehand about the way in which the assignment should be executed.
- c. The Client should be aware that, the advice given and the implementation thereof are in part determined by the effects of weather and other external circumstances. Aspavanza does not take any responsibility for the aforementioned circumstances. The Client is and remains at all times responsible for the correct and timely implementation of the advice given by Aspavanza. The Client always, and at all times, bears the full and sole responsibility for the implementation of cultivation, fertilisation and crop protection (spraying) and other types of advice and for the enforcement of the legal frameworks and legislation in this regard, despite

- any advice deviating from that given by Aspavanza. Intermediate amendments to previously issued advice are only valid when confirmed in writing by Aspavanza. No rights can be derived from advice provided by telephone.
- d. Without further notice to the Client, Aspavanza is entitled to arrange for third parties to perform the assignment or part of the assignment, unless this is contrary to the nature of the assignment.
 - e. If an assignment involves performing a number of consecutive work-related activities, Aspavanza is entitled to have the various (phases of) work approved first of all by the Client, in writing or otherwise, before commencing the performance of the subsequent work. If the Client does not approve the work, or does not approve it on time, Aspavanza is entitled to suspend the subsequent work. No further notification to the contractor is required to this end.
 - f. Aspavanza reserves the right to carry out more work than agreed and to charge the Client for this work, if this work is in the interest of the Client and/or required for the correct execution of the agreement. If Aspavanza anticipates that more or additional work is required and this is possible within the scope of execution of the agreement and the time planned for that, it shall consult beforehand with the Client about this.
 - g. Additional work and/or discussions about this work can result in a delay in the execution of the agreement. This may not be invoked against Aspavanza.
 - h. Aspavanza, its employees or employees of third parties that it engages, require access at all times to the Client's site(s) and facilities in order to execute the agreement, and can use the foregoing free of charge.
 - i. If Aspavanza cannot or cannot fully execute the agreement on the basis of a reasonable circumstance at the expense of the Client, Aspavanza is entitled to suspend the execution and/or to dissolve the agreement by written notification. In that case, Aspavanza does not owe any payment or compensation of any kind to the Client. In that case, the Client will have to pay Aspavanza, in any case, for the work already reasonably performed by Aspavanza within the scope of the agreement. In this regard, Aspavanza's accounts prevail and provide conclusive evidence of this, unless the Client provides evidence to the contrary. Understood by a reasonable circumstance at the expense of the Client is in any case, but not limited to:
 - the non-delivery or late delivery of items necessary for the execution of the agreement;
 - non-delivery or late delivery of reports and/or appraisals and other types of data, for the execution of the agreement.

Article 7. Intellectual property

- a. All rights with regard to advice, cultivation protection, crop protection and/or production programmes, designs, methods, other types of advice, publications, etc. originating from Aspavanza, are retained explicitly and exclusively by Aspavanza both during and after the performance of an assignment. All of the foregoing is irrespective of the share of the Client or the third parties that it engages in the completion of the assignment. Both during and after the performance of the assignment, the exercise of these rights, including disclosure or transfer of data, are expressly and exclusively reserved for Aspavanza.
- b. The foregoing is only different when this has been explicitly agreed in writing.
- c. All documents, such as reports, advice, schedules, as well as software, given by Aspavanza to the Client, are solely intended for use by the Client for performance of the assignment and may not be reproduced or published and/or in any way brought to the attention of third parties, without Aspavanza's prior written consent.
- d. In the event that the foregoing is violated, the Client is obliged to compensate Aspavanza for all damage suffered as a result of that violation.

Article 8. Confidential information

- a. Apart from when required by law to disclose certain data, the parties are obliged to maintain confidentiality in respect of the information received from the other party and the results obtained by processing it. The parties will take all reasonable precautions to this end.
- b. Aspavanza is entitled to use the results and/or data obtained during the execution of the agreement for statistical or similar purposes, provided that those results and/or data cannot be traced back to individual clients. The period of confidentiality will be a maximum of one year after the delivery/invoicing date.

Article 9. Charges

- a. Aspavanza is always entitled to ask the Client to pay an advance on the charges, disbursements, fees and/or costs for third parties whose services shall be engaged. An advance payment shall be offset against the next interim invoice or the final invoice for the assignment.
- b. Before the start of the work, Aspavanza has the right to suspend the performance of the work until the Client has paid a reasonable and fair advance payment to Aspavanza for the work to be performed, or has provided security to this end.
- c. Unless explicitly stated otherwise, Aspavanza's charges do not depend on the result of the awarded assignment and are calculated according to Aspavanza's usual rates, or on the basis of what has been agreed in that regard in writing between the parties, and are owed according to the degree to which the work has been performed by Aspavanza on behalf of the Client.
- d. Unless explicitly agreed otherwise in writing between the parties, Aspavanza will invoice the Client on an hourly basis. Insofar as the hourly rate has not been agreed, Aspavanza will charge the usual (hourly) rates for the calendar year in which the work is performed. The hourly rates can be increased each calendar year by Aspavanza, by a percentage to be determined by Aspavanza.
- e. Unless explicitly stated otherwise, all rates, prices given, charges agreed, offers, etc. always exclude disbursements, fees, invoices from third parties whose services are engaged, statutory surcharges and turnover tax.
- f. Aspavanza is always entitled to claim travel and accommodation expenses from the Client.
- g. If fixed charges or a fixed price has been agreed between Aspavanza and the Client, Aspavanza is nevertheless entitled to increase this if circumstances arise that lead to an increase in its costs and that could not reasonably have been foreseen beforehand, or when agreeing the charges or the price.
- h. Aspavanza is also entitled to increase the fixed charges or the fixed price if it is found that, when executing the agreement, the number of hours spent on the work exceeds the hours calculated and/or assumed when entering into the agreement, such that Aspavanza cannot reasonably be expected to perform the assignment for the agreed amount.
- h. Aspavanza is also entitled to increase the fixed charges or the fixed price if, for the execution of the agreement, work is required, or costs will have to be incurred, that were not reasonably foreseeable when entering into the agreement.
- i. Aspavanza's administrative records that relate to the nature and the duration of the work performed, as well as the disbursements paid and the invoices of third parties whose services have been engaged, serve as conclusive evidence in respect of the Client, unless the Client provides evidence to the contrary.

Article 10. Payment

- a) Unless agreed otherwise in writing, payment is made in Euros by bank transfer to a bank or giro account in the Netherlands to be designated by Aspavanza, without any discount, suspension or set-off, within the stipulated payment term after the date of the invoice.
- b) Aspavanza is at all times entitled to claim full or partial interim payment of the amount owed from the Client. At Aspavanza's first request, the Client is obliged to provide security to guarantee its (future) obligations under agreements with Aspavanza.

Article 11. Non-performance by the Client

- a. If the Client has not fulfilled its payment obligations, or failed to do so in good time or correctly, or only partially, or does not fulfil any other provision in the agreement, or fails to do so in good time or completely, if the Client's goods are seized, or if the Client is placed under administration or guardianship, is admitted to a statutory debt-rescheduling scheme, applies for moratorium or if its bankruptcy is filed for, it is deemed to be in default by operation of law and the total amount owed to Aspavanza is immediately payable without any reminder or notice of default being required – regardless of any earlier agreements concerning the term or payment.
- b. In the cases referred to under A, Aspavanza also has the right to suspend the execution of any current agreement(s), and/or to dissolve any agreement with the Client in full or in part, at the discretion of Aspavanza, without judicial intervention, without any obligation on the part of Aspavanza to pay any form of compensation to the Client.
- c. If Aspavanza is forced to pass on an unpaid invoice for collection to third parties (lawyer, bailiff, debt collection agency, etc.), it is entitled to charge extrajudicial collection costs to the debtor amounting to at least 15% of the gross amount in the invoice (with a minimum of € 150.00).

Article 12. Right of retention

- a. Aspavanza is entitled to retain all research data, advice, project descriptions, calculations, research designs and schedules, sketches, drawings, photos and films, software and all other documents and data of any nature and however this is stored, that Aspavanza has made, or commissioned, on behalf of the Client, until all costs have been paid that Aspavanza incurred in the performance of the Client's assignments, regardless of whether these assignments relate to the aforementioned, or to other affairs of the Client, unless the Client has provided sufficient security for those costs.
- b. The provisions in the previous paragraph do not apply with regard to the Client's goods or documents that have not been processed by Aspavanza.

Article 13. Retention of title

- a. The goods delivered by Aspavanza, including the goods mentioned under 12a, remain the property of Aspavanza until the Client has fulfilled all of the following obligations under all agreements concluded with Aspavanza:
 - financial contribution(s) with regard to goods delivered or to be delivered;
 - financial contribution(s) with regard to services provided or to be provided by Aspavanza in accordance with an agreement;

- any claims due to non-fulfilment by the Client of (an) agreement(s) entered into with Aspavanza.
- b. The Client is not authorised to pledge the delivered goods or to establish any other right on them.

Article 14. Delivery times – deliveries

- a. Unless explicitly agreed otherwise in writing, the periods stated by Aspavanza or included in the agreement, for completion of (a part of) the assignment, or the stated delivery times, are always only an indication and these must never be regarded as a deadline.
- b. The delivery time or period for (a partial) delivery, or the completion of a project, starts on the day on which the Client has received a written confirmation from Aspavanza of the conclusion of the agreement, however even then no sooner than after the Client has complied with all possible particulars, related to the execution of the agreement, which must first be realised by the Client.
- c. Aspavanza is always authorised to deliver in parts.
- d. The risk of damage to and/or loss of goods, including investigation reports and/or advice, that are the subject of the agreement, transfer to the Client at the time at which these are actually at the disposal of the Client, or of a party designated by the Client.

Article 15. Force Majeure

- a. Aspavanza is not liable for the non-execution, incorrect or late execution of assignments awarded to it, if this is the result of force majeure in the broadest sense. Force majeure also includes: serious disruptions in the production process, war, the threat of war, riots, terrorism, epidemics, natural disasters, crop and/ plant diseases, pest infestations, wilful damage, fire, water damage, disruptions in the supply of gas, water and electricity and ICT services and other disasters, strike, lockout, government measures, the loss or damage of data necessary for execution of the agreement, insofar as these circumstances have direct consequences on the correct performance of the assignment.
- b. If fulfilment by Aspavanza is temporarily impossible, the latter is entitled to suspend the execution of the agreement until the circumstance causing the force majeure ceases to exist.
- c. In the event of a permanent situation of force majeure, for the part of the agreement not yet executed, the agreement shall be deemed to be dissolved and the Client is obliged to purchase from Aspavanza, and reimburse Aspavanza, for the executed part of the agreement.

Article 16. Liability

- a. Any compensation payable by Aspavanza to the Client shall not exceed the invoice value of the services provided to which the complaint relates, unless the damage was caused by intentional act or omission or gross negligence on the part of Aspavanza.
- b. Apart from intentional act or omission or gross negligence attributable to Aspavanza, the latter accepts no liability for any periodic penalty payments, fines, penalty interest, costs and/or damages imposed on the Client by the government as a result of breaching one or more environmental regulations or permit conditions. Compliance with such provisions and regulations is, at all times, at the Client's risk.
- c. The Client guarantees the correctness and completeness of the information that it provides. Aspavanza does not accept any liability for the inaccuracy or incompleteness of the data made available by the Client. Furthermore, Aspavanza accepts no liability whatsoever for

- information obtained from written and/or electronic data files and/or online databases, unless it is generally known that the relevant information source contains incorrect and/or incomplete data.
- d. Aspavanza accepts no liability for errors made by third parties engaged on behalf of the Client, such as contractors, appraisers, business service providers and/or experts.
 - e. The Client indemnifies Aspavanza for all claims by third parties, including employees and/or customers of the other party, government agencies, customs and other authorities acting on behalf of the government, which (partly) result from goods used by Aspavanza or by the Client (which may or may not be on the advice of Aspavanza), with which the goods grown and/or sold and delivered, or to be delivered by or on behalf of the Client, are treated, preserved, conditioned or processed.
 - f. Apart from in the event of intentional act or omission or wilful recklessness on the part of the board or managerial employees, or liability pursuant to mandatory legal provisions, Aspavanza accepts no liability for direct or indirect damage resulting from the use of the aforementioned goods.
 - g. If there are any grounds for this, Aspavanza is only liable for direct loss suffered by the Client as a direct result of shortcomings attributable to Aspavanza.
 - h. This is only different in the event of intentional act or omission or wilful recklessness on the part of Aspavanza. Direct loss means: property damage to goods sold and delivered by Aspavanza, or goods processed or investigated by Aspavanza on behalf of the Client, including damage to the crop processed in accordance with the advice given by Aspavanza, as a result of attributable failures in the advice given by Aspavanza. This also includes the reasonable costs for determining and/or preventing and/or limiting the damage.
 - i. Aspavanza is not liable for indirect and/or consequential damage. In any case, this is understood to mean: all damage not covered by the definition of direct damage, such as consequential damage, loss of profit, damage as a result of disappointing, or the absence of, growing or harvesting results, higher production and/or harvesting costs, personal injury, immaterial damage, loss of savings, diminished goodwill, damage due to business interruption, damage resulting from claims from the other party's customers, interest and costs.
 - j. The Client is obliged to prevent or limit (the threat of) damage as much as possible. Aspavanza always has the right – as far as possible - to rectify or limit the damage suffered by the Client.
 - k. Any liability of Aspavanza lapses if the Client does not give Aspavanza the opportunity to rectify the relevant shortcomings, if measures are taken or work performed to rectify the (presumed) shortcomings, without Aspavanza being involved in that, or if the damage is caused because the Client has given Aspavanza incorrect or incomplete information.
 - l. The Client indemnifies Aspavanza from any third-party claims that relate directly or indirectly to the performance of the assignment.

Article 17. Complaints

- a. Complaints concerning deliveries, services provided, an invoice and/or work performed, must be submitted within thirty days of the delivery, or dispatch of the invoice and/or relevant goods and/or documents about which the Client is complaining, or within thirty days after the discovery of the defect, if the Client can demonstrate that it could not reasonably have discovered the defect at an earlier stage, by registered letter to Aspavanza, under penalty of forfeiture of all claims.
- b. A complaint concerning the deliveries made and/or services, does not suspend the Client's payment obligation.

Article 18. Period of limitation

- a. All legal claims of the Client on account of an agreement subject to these terms and conditions shall lapse, subject to provisions of mandatory law, after one year, counting from the day on which the goods are delivered, or should have been delivered, or from the day that the work was completed, or should have been completed.

Article 19. Change of address

- a. Aspavanza is entitled to consider the last address communicated, and/or known, to be the Client's address for correspondence. The Client must inform Aspavanza of a change of address in writing.

Article 20. Retention of documents

- a. In the event of force majeure, Aspavanza does not accept any liability for the loss of the file and/or documents provided. Force majeure includes theft, burglary, fire, flood and vandalism. In all other cases, Aspavanza's liability arising from safekeeping, is limited to an amount of a maximum of € 200.00.

Article 21. Disputes

- a. The legal relationship between Aspavanza and the Client is governed – exclusively – by Dutch law. As far as necessary, applicability of the Vienna Sales Convention is excluded. Disputes shall be settled exclusively by the competent Dutch court in the district where Aspavanza has its registered office, unless mandatory law opposes this choice of forum.