

# GENERAL CONDITIONS OF SALE AND DELIVERY SENSOTERRA INTERNATIONAL B.V.

- 1. Definitions**
  - 1.1. In these General Conditions:
    - a. "Agreement" means an agreement for the supply of Products by Sensoterra to Purchaser,
    - b. "General Conditions" means these general conditions of sale and delivery,
    - c. "Sensoterra" means Sensoterra International B.V., having its registered office in Boskoop, the Netherlands,
    - d. "Purchaser" means any person, legal or natural, that has entered into or wishes to enter into an Agreement with Sensoterra,
    - e. "Offer" means any written offer for the supply of Products submitted by Sensoterra to Purchaser,
    - f. "Products" means all products that Sensoterra markets.
  - 1.2. If not explicitly otherwise agreed, the interpretation of a delivery condition used in the General Conditions or the Agreement shall be governed by the latest edition of INCOTERMS established by the International Chamber of Commerce.
- 2. Applicability**
  - 2.1. The General Conditions shall apply to and be part of any Agreement between Sensoterra and Purchaser. These General Conditions also apply to all pre-contractual situations between Sensoterra and Purchaser, including to any Offer made by Sensoterra.
  - 2.2. Purchaser's consent (either implicitly or explicitly) with the applicability of General Conditions to an Agreement, shall automatically apply to subsequent Agreements.
  - 2.3. Any general conditions put forward by Purchaser shall not apply, are expressly repudiated and shall not be binding, unless and to the extent that they have been specifically accepted by Sensoterra in writing.
- 3. Offers and Agreements**
  - 3.1. All Offers of Sensoterra shall not be binding upon Sensoterra and can be revoked at the sole discretion of Sensoterra, regardless of whether it includes a term for acceptance. Sensoterra reserves the right to refuse any order made by the Purchaser, at its sole discretion.
- 4. Prices**
  - 4.1. Unless otherwise agreed, prices agreed upon shall be based on delivery EXW. Any additional costs as for example incurred by package, import duty, installation, insurance premiums etc. as well as the legal value added tax (VAT) are for the Purchaser's account.
  - 4.2. If Sensoterra is confronted with an increase in its costs, Sensoterra will be entitled to unilaterally amend the prices and/or any other condition by written notice. The amended price and/or conditions shall apply to every delivery made later than 30 days after the date of such notice.
  - 4.3. If the Purchaser does not accept the amended price and or conditions, it will be entitled to terminate the pending Agreements within 30 days after acceptance of such notice. After expiry of this 30 day period, Purchaser is deemed to have accepted the amendment.
- 5. Terms of Payment**
  - 5.1. All payments hereunder shall be due within 10 days after the date of invoice.
- 5.2. Sensoterra is at its sole discretion entitled to amend the terms of payment, to request payment prior to delivery and/or to request security for payment, specific terms to be determined by Sensoterra.
- 5.3. Payments to Sensoterra shall be made without deduction for taxes, imposts, customs, levies or other withholding ("Tax"). In the event that Purchaser is under a legal obligation to make deductions for Tax, the amounts due and payable by the Purchaser to Sensoterra shall be increased with such amount that following the deductions, Sensoterra receives the same amount as it would have received without the imposition of such Tax.
- 5.4. All costs associated with payment such as, but not limited to banking costs, shall be for the account of the Purchaser.
- 5.5. Save in the event that Sensoterra has acknowledged a counterclaim expressly and in writing, all payments shall be made without set-off, counterclaim, recourse or other defense.
- 5.6. If payment has not been made in accordance with this article 5, Sensoterra may, at its discretion, terminate the Agreement. Sensoterra will charge interest calculated from the due date as set out under article 5.1 hereof, without prior notice being required, at an interest rate of 1.5 % per month or part of a month. Interest will be compounded on a yearly basis. This shall not prejudice Sensoterra's right to seek full compensation for damages incurred as a result of or in connection with violation of payment obligations.
- 6. Delivery**
  - 6.1. Unless explicitly otherwise agreed in writing, delivery shall be made EXW.
  - 6.2. Purchaser shall co-operate with the delivery of the Products and shall take receipt of the Products as soon as the Products are presented by Sensoterra. If Purchaser refuses delivery, the day on which Purchaser refuses to take delivery shall constitute the day of delivery.
  - 6.3. Purchaser shall be deemed to have refused delivery, if the Products have been presented for delivery, but delivery has proved impossible by reasons attributable to the Purchaser.
  - 6.4. If Purchaser refuses delivery, the Products will be stored at the risk of Purchaser and Sensoterra will be entitled to payment of the purchase price as if delivery would have taken place. The costs of storage and handling will be for the account of Purchaser.
  - 6.5. If refusal to take delivery of the Products continues for 4 consecutive weeks, Sensoterra will be fully discharged from its obligation to deliver the Products.
  - 6.6. Sensoterra shall deliver the Products with packaging to be determined by Sensoterra. If the Purchaser requires different packaging this will be charged separately.
  - 6.7. If Sensoterra assumes packaging, loading transport, unloading insurance and any other services, such services shall be invoiced at the agreed rates, or if such rates have not been agreed upon at the rate customarily charged by Sensoterra for such services or at a rate equal to the actual costs Sensoterra incurs in relation to these services, whichever is higher.
- 7. Delivery Time**
  - 7.1. Agreed delivery times shall be non-binding and Sensoterra shall not incur any liability in the event that such delivery time is exceeded.
  - 7.2. In the event that delivery is prevented by unforeseen circumstances Sensoterra shall be entitled to extension of the period of delivery for the term of the impediment. Sensoterra shall notify the Purchaser of such impediment forthwith.

- 7.3. Purchaser may terminate an Agreement by written notice to Sensoterra in case an agreed delivery time is exceeded and, delivery has not been made within 4 months after a written notice to that effect has been issued by Purchaser. Such termination will only affect orders for which the delivery term was exceeded. The remainder of the Agreement will remain unaffected.
- 7.4. If Purchaser requests a change as to the terms and conditions of delivery, the parties shall agree in good faith on such change. In such event, Sensoterra shall be entitled to extend the period of delivery accordingly.
- 8. Retention of Title**
- 8.1. The title to all Products delivered by Sensoterra to Purchaser shall remain with Sensoterra until full and final settlement of all amounts payable under the Agreement or any other agreement between Sensoterra and Purchaser.
- 8.2. The Purchaser shall be entitled to process the Products under the right of retention only in the course of normal business transactions and at its normal terms. The Purchaser hereby agrees that upon request of Sensoterra, Purchaser shall undertake to create a pledge as provided in article 3:239 Dutch Civil Code on any claims Purchaser has on its customers as security for the claims for Sensoterra's claims on Purchaser.
- 8.3. The authorisation to process the Products shall lapse without prior notice being required, if the Purchaser defaults its payments obligations under the Agreement or any other agreement or in the event that Sensoterra has reasons to expect that Purchaser will default its payment obligations.
- 8.4. If the authorisation of the Purchaser to process the Products lapses, Purchaser shall be obliged to provide Sensoterra with information concerning the Products falling under Sensoterra's right of retention and to return the Products to Sensoterra, upon first request of Sensoterra. In order to enforce the claim for return of the Products, Sensoterra has the right to remove the Products to which Sensoterra retains title and to enter Purchaser's premises for such purpose.
- 9. Inspection, Complaints and Warranty**
- 9.1. Upon delivery of the Products Purchaser shall immediately and as thoroughly as possible inspect the Products. In the event of any discovered defects, Purchaser will make the necessary reservations vis-à-vis the transporter and will notify Sensoterra in writing forthwith and ultimately within 24 hours after delivery.
- 9.2. Purchaser will be entitled to submit claims relating to defects that could not be discovered upon delivery, to be demonstrated by the Purchaser. Purchaser will notify Sensoterra of such defects in writing, forthwith and ultimately within 10 days after the discovery of the defects.
- 9.3. Notification of claims as set out under article 9.1 and 9.2 must include supporting evidence including samples of the Products and the soil.
- 9.4. A failure to timely notify in accordance with article 9.1 or article 9.2 will result in forfeiture of any claim based on or related to such defect.
- 9.5. The Purchaser shall not, in any event, have a claim based on or related to a defect if such defect has not been notified within two months from the date of delivery.
- 9.6. Sensoterra does not make any warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for particular purpose with respect to the Products sold or any warranty for the time that it take for the Product to fully degrade. The Purchaser must make its own determination of the suitability and completeness of the Products for the intended purpose.
- 9.7. The lodging of a complaint does not discharge Purchaser from its payment obligations towards Sensoterra.
- 9.8. If a complaint is justified and timely submitted Sensoterra shall at its discretion replace the defective Products, or take the Products back and credit Purchaser for the purchase price. Sensoterra is also entitled to grant the Purchaser a reduction on the purchase price corresponding to the extent of the justified claim.
- 10. General Limitation of Liability**
- 10.1. Sensoterra is not liable for defects that emerge once the Product is installed, or for defects on Products that have been purchased second-hand and/or from an unauthorized source.
- 10.2. Sensoterra's liability for direct loss, costs, damage, penalties, or other expenses whether caused by breach of the Agreement, tort or otherwise, and whether related to the Products or any of the services provided by Sensoterra shall be equal to the invoice value of the respective delivery.
- 10.3. Neither party shall be liable to the other party for any consequential or indirect loss or damage, including (but not limited to) loss of production, loss of revenues or profit, loss of interest, costs of recall, loss resulting from interruption in the operations, loss suffered by third parties, costs of delays or any loss or damage resulting thereof, damage caused to persons as a result of improper use of the Product, or damage caused by the Product to plants, soil or the ecosystem.
- 11. Force Majeure**
- 11.1. Neither party shall be liable for any default or delay in the performance of its obligations if such default or delay is caused by events beyond the control of the party affected, provided that such events were unforeseeable on the date of signing of this Agreement.
- 11.2. If any force majeure event substantially prevents, hinders, or delays performance under the Agreement for more than 4 consecutive months, then each party may terminate the Agreement without incurring any liability. In the event that the Agreement stipulates that delivery shall be effected in parts, the right to terminate only regard the subject delivery and will leave future deliveries unaffected.
- 12. Patents, Trademarks and Property Rights**
- 12.1. Sensoterra reserves all of its rights in relation to its patents, trademarks and other intellectual and/or industrial properties and/or entitlements.
- 13. Termination**
- 13.1. Sensoterra may terminate this Agreement by written notice without taking into account a notice period in any of the following events: a) Purchaser is in breach of the Agreement and such breach is not cured ultimately within five days after the issue of such notice and b) if Purchaser is declared bankrupt, or is otherwise insolvent or is liquidated.
- 14. Applicable Law**
- 14.1. Dutch law is exclusively applicable to these General Conditions, as well as to all Offers and Agreements to which these General Conditions apply. The Vienna Sales Convention is not applicable.
- 14.2. All disputes arising out of or in connection with an Agreement, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, the Netherlands and the arbitral procedure shall be conducted in the English language.