

**GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT OF THE DELFT RESEARCH GROUP B.V., ALSO TRADING AS GROEN AGRO CONTROL, with their head office in Delfgauw, (Registered with the Chamber of Commerce in Delft under No. 001265)**

**Article 1 General**

- 1.1 In the general conditions stated, the following definitions shall apply: The contractor shall be known as: Delft Research Group B.V., also trading as Groen Agro Control, the principal shall be known as: The legal person issuing an assignment to the contractor in accordance with these conditions.
- 1.2 The general conditions of delivery shall refer to all offers, assignments and terms, delivered or to be delivered by the contractor.
- 1.3 The conditions used by the other party shall remain in force so long as they do not conflict with the general conditions. In this case, the contractor's conditions shall always have priority. Conditions deviating from the conditions of delivery may only be invoked if they have been expressly confirmed by the contractor's management in writing.

**Article 2 Agreements**

- 2.1 Agreements between the principal and the contractor shall be made verbally or in writing.
- 2.2 The sending of samples for analysis by the principal to the contractor shall be considered as a written agreement.
- 2.3 A report on a discussion between the principal and the contractor in which an agreement is reached and a report sent to the other party shall be seen as evidence of the existence of the underlying agreement, without prejudice to that stipulated under paragraph 2.2., and subject to counter evidence.
- 2.4 An agreement shall be made in writing by acceptance by the principal of an offer made by the contractor or by confirmation by the contractor of an order made by the principal.
- 2.5 In case of acceptance by the contractor of an order made by the principal, the wording in the assignment by the contractor shall be binding unless the principal makes his objections to the wording known to the contractor within eight days of acceptance.

**Article 3 Cancellation, Interruption or Extension**

- 3.1 Delivery times shall be agreed by week number. The assignments shall be carried out within the time limits laid down in the offer following consultation with the principal, unless this proves impossible. The deadline within which the work must be completed shall commence following completion of the agreement but not earlier than after receipt of all information and details required by the contractor as well as all necessary permits, approvals and exemptions. In case of imminent exceeding of the deadline, the contractor shall inform the principal as quickly as possible. Exceeding the delivery time by the contractor shall never lead to the contractor being held liable or to demands for compensation flowing therefrom by the principal.
- 3.2 The principal shall be obliged to pay compensation for all damages resulting directly from unilateral cancellation or interruption of the agreement. If the principal unilaterally cancels a private agreement, he shall remain obliged to pay that amount that he would have had to pay if the agreement had not been cancelled unless the reason for this cancellation is due to the contractor.
- 3.3 The contractor shall reserve the right to demand the results of goods or services if the other party fails to adhere to the conditions of this agreement.

**Article 4 Prices and Payment**

- 4.1 Assignments shall be accepted on the basis of a fixed price or subsequent calculation. Unless otherwise stated, all amounts stated in the offer by the contractor shall be exclusive of value added tax.
- 4.2 Unless otherwise agreed, payment shall take place within 30 days of invoice date. The contractor shall reserve the right to send intermediate invoices or to demand prepayment. Such interim payments or prepayments shall always take the form of an advance.
- 4.3 If the agreed deadline within which the work must be completed is exceeded by more than three months for reasons not due to the contractor, the price shall be subject to subsequent calculation whereby the originally agreed price shall be seen as a guide.
- 4.4 The contractor shall levy a charge of 1,5 % of the invoice amount, per month, commencing the date upon which the principal commences default. If payment must be effected by engaging a third party, the costs resulting therefrom shall be charged to the principal. The out of court costs shall in this case be at least 15% of the amount owed.

**Article 5 Storage**

The contractor shall, if possible retain goods offered for analysis, or residue therefrom for two weeks following the report date of the analysis. Any costs connected with this shall be included in the price stated. The contractor shall reserve the right to retain goods, documents and suchlike as a surety in the event of the principal failing to fulfil his payment obligations.

**Article 6 Superior Power**

- 6.1 Without prejudice to that stated elsewhere in these conditions, the contractor shall never be held liable in the event of the contractor not being able to fulfil his obligations towards the principal as a result of superior power. This shall include all circumstances impeding normal carrying out of the work, such as war, fire and other destruction, business disruption in any form, strikes, measures taken by Government, theft and suchlike.
- 6.2 If third parties upon which the contractor is dependent for the carrying out of the assignment fail to carry out their obligations toward the contractor, or to do so on time due to circumstances which would constitute superior power for the contractor as mentioned above, this non-compliance, or failure to comply on time by these third parties shall also constitute superior power as regards the contractor's obligations towards the principal.

**Article 7 Suspension and Dissolution**

Without prejudice to that stipulated in the other articles, the principal shall legally be considered in default if the principal fails to comply, or comply on time with any obligation flowing from this agreement, or in the event of their being declared bankrupt, or having applied for suspension of accounts, in case of liquidation, or in case of their being deprived of management or administration rights or being placed under care, and the contractor shall be entitled, without any default notice or legal intervention, to suspend the agreement or to dissolve it partially or in its entirety, at the contractor's discretion, without the contractor being liable to any compensation, and without prejudice to the contractor's right to claim compensation resulting from the non-fulfilment, suspension or dissolution. In such cases and demand by the contractor towards the principal shall be immediately payable.

**Article 8 Liability**

Advice, analyses and reports shall be carried out to the contractor's best knowledge and ability, taking into consideration the latest level of technology. Damage resulting from incorrect advice, inaccurate analyses, incorrect reporting or delivery of the wrong products shall not be chargeable to the contractor, their employees, or other person engaged by the contractor on delivery, production or provision of services, unless there exists a connotation of gross negligence or intent, in which case the contractor shall be liable for no higher level of compensation than the level due to non-fulfilment on the part of the other party.

**Article 9 Damage**

The principal shall be entirely liable for damage caused to the contractor by contamination in material delivered as well as subsequent damage resulting therefrom.

**Article 10 Secrecy**

- 10.1 The contractor shall be obliged to observe secrecy regarding work results and shall not make these public except in the context of legal obligation or judicial order.
- 10.2 The principal shall be obliged to observe secrecy concerning all information regarding the contractor's confidential work methods. The principal shall only use the offer made by the contractor and the knowledge and ideas contained therein to evaluate their own interest in issuing the assignment. This shall also apply to suggestions of amendments, additions and/or extensions to the assignment.
- 10.3 The contractor shall be entitled to engage third parties and shall ensure secrecy with regard to these third parties pursuant to paragraphs 1 and 2. All conditions regarding exclusion or limitation of the contractor's liability and regarding release by the principal from claims by a third party shall apply to third parties as well as the contractor's employees.

**Article 11 Decrees and Copyrights**

- 11.1 Reports issued may only be published by the principal verbatim, in their entirety and by stating the name of the contractor. Publication in any other way shall only be permitted following written approval by the contractor.
- 11.2 Use of any result flowing from the agreement as well as use of the contractor's name for commercial purposes shall only be permitted following permission from the contractor in writing.

**Article 12 Applicable Law**

All agreements shall be subject to Dutch law.

This text is a translation of the original registered text in Dutch.