

General conditions of sale of Agro On B.V., established in Horn, the Netherlands, filed with the register of the District Court of Limburg Noord, the Netherlands.

**1) General**

In the general conditions 'Agro On' shall be Agro On B.V., established in Horn, the Netherlands, registered at the Chamber of Commerce at Limburg Noord, the Netherlands.

**2) Applicability**

These conditions are applicable to all legal relations to which Agro On is or becomes a party. The applicability of the counterparty's general terms and conditions is explicitly denied. These general conditions may only be amended by an explicit written agreement.

**3) Formation of agreements**

All offers by Agro On will be free of engagement. An agreement between Agro On and its counterparty is concluded by a written confirmation of the order or by the execution of the order by Agro On.

**4) Prices**

Except if agreed otherwise, all Agro On's prices are in accordance with its most recent price list. The prices do not include any taxes or charges of whatever nature. In the event changes occur in cost price factors, such as costs of raw materials, packing, transport, import duties and other taxes and exchange rates, or if the price of products should be adjusted on the basis of European guidelines or government measures, Agro On shall be entitled to change the prices accordingly. Agro On will inform the counterparty in writing of the price change. The counterparty will be deemed to have accepted the price change unless it has informed Agro On within 14 days after receipt of such notice that it wishes to terminate the contract. If a turnover bonus has been agreed upon, it is only due, after all orders related to this turnover bonus have been paid. Outstanding claims and discounts which have been deducted in error, will be deducted from the turnover bonus.

**5) Delivery**

The agreed delivery period shall be considered as indication and does not constitute a final term. In case of late delivery, the counterparty should give notice in writing to Agro On, granting Agro On a reasonable period within which Agro On can as yet deliver the goods. In case no delivery period is stipulated, the delivery period will be 3 months. Except if agreed otherwise, delivery shall take place ex factory or ex-warehouse. In as far as delivery is agreed in any other manner, the risk of loss or damages passes to the counterparty at the moment that the goods are placed at the disposal of the counterparty. Agro On shall be entitled to carry out its performance in stages.

**6) Payment**

Payment of each amount invoiced including VAT must be settled within 8 days of the invoice date in the manner indicated by Agro On. Payment must be effectively in the currency agreed upon and without any set-off, discount or suspension. If any payment is overdue, all the outstanding payments, irrespective whether Agro On has already submitted an invoice therefor, shall become immediately due and payable. If delivery is performed in two or more stages, each stage shall be invoiced separately. If any payment is overdue the counterparty shall, from the date of payment on, be liable for the legal interest on the invoiced amount. Extra judicial collection costs shall be payable by the counterparty in conformity with the Dutch Bar Association's Collection Rates. Payments made by or on behalf of the counterparty shall be applied to the satisfaction of his obligations in the following order, extra-judicial collection costs, judicial collection costs, interest and outstanding principal amounts in order of the length of time they have been outstanding, regardless of any instruction to the contrary by the counterparty. The counterparty may only object to the invoice within the term of payment.

**7) Retention of title**

Agro On shall retain title to the goods which have been supplied by him, as long as the counterparty has not fully satisfied all claims in connection with goods supplied or to be supplied under a contract or arising from a breach by the counterparty in the performance of such contracts. If the counterparty is in breach of any of its obligations towards Agro On, Agro On shall be entitled to collect or have collected the goods owned by him from where they are located, at the counterparty's expense. The counterparty herewith, in advance, irrevocably authorizes Agro On to enter or have entered for this purpose the premises used by or on behalf of the counterparty. If the counterparty creates a new good out of or partly out of the goods referred to in the first sentence of this article, this new good shall be deemed to have been created at Agro On's behest and to be held by the counterparty on Agro On's behalf. Agro On shall remain the owner until such time as all the obligations referred to in the first sentence of this article are discharged. Goods in which title remains with Agro On may only be disposed of by the counterparty in the normal course of his business.

**8) Security**

Notwithstanding the agreed payment conditions Agro On can oblige the counterparty to provide adequate security for the fulfilment of all its obligations, if there is good reason to believe that the counterparty will not fulfil his obligations punctually. For so long as the counterparty has not complied herewith, Agro On shall be entitled to suspend the fulfilment of its obligations. If the counterparty has not complied with a request as referred to in the first sentence of this article within 14 days after having received a demand letter to that effect, all his obligations shall become immediately due and payable.

**9) Reclamations**

The counterparty shall be under an obligation to inspect the goods upon delivery to determine whether they conform to the contract. Notice of any visible defects must be made in writing to Agro On within 8 days of receipt of the goods. Notice of any non-visible defects must be made in writing to Agro On within 8 days from the moment the defects were discovered or should have been discovered. After expiry of the periods mentioned above the delivered goods shall be considered to have been received in good order. After expiry of the above mentioned periods the right to claim that the goods do not conform to the contract shall be banned. The counterparty will not have a claim against Agro On, if it has treated or processed the goods or if it has not treated the goods properly. If a claim that the goods do not conform to the contract is justified, Agro On shall only be obliged to replace the delivered goods free of charge.

**10) Samples and descriptions**

Samples are to be considered only as description by approximation. Shall deviations in quality, colour, size weight, taste etc. shall not form a reason to claim that the goods do not conform to the contract.

**11) Packing**

Except if agreed otherwise, all packing materials will be for the account of Agro On. In so far as labels to be attached by Agro On contain a different trademark than the Agro On brand the costs of such labels shall be for the account of the counterparty. Pallets will remain the property of Agro On except if agreed otherwise. If and when Agro On as a result of government measures shall be forced to take back packing materials the costs thereof will be for the account of the counterparty. The counterparty shall be obliged to trade all goods, brought into commerce by Agro On in the original packing materials from Agro On without any change or damage there-to. The counterparty shall not be allowed to use packing materials from Agro On or delivered by Agro On for other goods than the original goods.

**12) Release**

Agro On is entitled at its option, without any obligations to pay damages and without prejudice to any other rights, to terminate the agreement in whole or in part, or to suspend the performance (of further performance) of the contract if:

- a) the counterparty fails to comply with any of its obligations under the contract;
- b) an application is made for the bankruptcy or suspensions of payment, goods of the counterparty are attached, if the counterparty has liquidated its business to a third party or has entered into a merger with a third party;
- c. after the conclusion of the agreement the economical situation of the enterprise of the counterparty has changed in such a manner that there are serious grounds for assuming that the counterparty will not meet his obligations under the agreement.

If proper performance by Agro On is impossible in whole or in part, either temporarily or permanently, as a result of one or more circumstances for which Agro On cannot be held responsible, Agro On shall be entitled to terminate the contract. Circumstances for which Agro On cannot be held responsible are: acts, except for wilful misconduct or gross negligence, of persons whose services it engages in the performance of its obligations; unfitness of goods used by Agro On in the performance of its obligations; the exercise by a third party against the counterparty of one or more rights arising from a breach by the counterparty in the performance of a contract concluded between the counterparty and the said third party in respect of the goods to be delivered by Agro On (work-strike; lockouts; sickness; theft, fire, lack of raw materials, import, export and/or transit prohibitions; transportation problems; non-fulfilment of obligations by suppliers; interruptions in production. If the counterparty does not cooperate in respect of the delivery within 14 days after the order or within any other term agreed upon, Agro On is released from its obligations.

**13) Liability**

Except if the damage can be attributed to wilful misconduct or gross negligence, Agro On's liability resulting from non delivery or late-delivery or defects in the delivered goods will be limited to the net invoice amount of the goods involved. The counterparty shall hold Agro On harmless from claims of third parties concerning the goods in so far as these claims exceed any claims the counterparty would have had towards Agro On. Agro On shall be entitled to assert all available legal and contractual means of defence in defending against its own liability to the counterparty as well as against the liability of those of its subordinates and non-subordinates for whose conduct it may be (vicariously) liable by law. The provisions contained in this article do not effect Agro On's liability under mandatory law.

**14) Applicable law / competent court**

Dutch law is applicable to all legal relations between Agro On and the counterparty. Disputes between Agro On and the counterparty which fall within the jurisdiction of the court will be submitted to the exclusive jurisdiction of the court in Roermond unless Agro On as plaintiff or petitioning party elects the competent court at the counterparty's domicile or place of business.

**15) Dutch text prevails**

The Dutch text of the general conditions of sale prevails over any translation thereof.