



GENERAL TERMS AND CONDITIONS AGRIMENT INTERNATIONAL B.V.

General Terms and Conditions of Agriment International BV, with registered offices in Deventer, deposited with the Chamber of Commerce Veluwe and Twente, nr. 08110411 in the Netherlands

General

1.1 In these General Terms and Conditions the following words shall have the following meanings:

- Agriment : Agriment International B.V.;
- Client: the other party of Agriment;
- These General Terms and Conditions: General Terms and Conditions of Agriment International B.V.

Applicability

- 2.1 These General Terms and Conditions shall apply to all offers, quotations and agreements relating to an assignment (in the broadest sense), implemented by Agriment on behalf of the Client.
- 2.2 Any General Terms and Conditions of the Client shall not be applicable, unless accepted in writing by Agriment.
- 2.3 If and as far as agreements, offers, work and quotations contain stipulations deviating from present General Terms and Conditions, without the applicability of present General Terms and Conditions having been explicitly excluded, all other stipulations of present General Terms and Conditions shall explicitly remain in force.
- 2.4 Should one or more stipulations as included in these General Terms and Conditions prove to be or be declared null and void, the agreement and the remaining applicable terms and conditions shall be valid and unaltered. Should this situation occur, (a) stipulation(s) shall be introduced in replacement of the null and void stipulation(s), equalling the null and void stipulation(s) as much as possible in terms of contents, scope and consequences, without itself (themselves) being null and void.

Offer and acceptance

- 3.1 If a Client accepts an offer, the agreement shall only be considered to exist when accepted in writing by Agriment, or when the work is commenced by Agriment.
- 3.2 All offers and quotations shall be valid for a period of thirty days, unless otherwise stated in the offer or quotation.
- 3.3 All offers and quotations shall be based on the information of the Client available to Agriment when preparing the offer or quotation. If the circumstances upon which Agriment based its offer or quotation are changed, Agriment shall be authorised to make allowance for these changes in the implementation of the agreement, or to adapt the prices.
- 3.4 Offers and quotations do not apply for future assignments.

Realisation of an assignment

- 4.1 Agriment will undertake any assignment to the best of its knowledge and capacity and in accordance with the requirements of good professional practice.
- 4.2 The Client accepts that the time plan of the assignment can be influenced, if in between parties agree to extend or change the approach, methodology or size of the assignment and/or the activities resulting from this.
- 4.3 All additional costs resulting from the extended duration or changed realisation of an assignment shall be for the account of the Client.
- 4.4 Unless this has been agreed in writing, the periods in which the assignment has to be completed are never deadlines.
- 4.5 If the agreed periods are exceeded, irrelevant by which cause, this shall not under any circumstances confer entitlement to termination, compensation and/or suspension.

Client co-operation

- 5.1 Whenever possible, the Client must co-operate in the implementation of the agreement concluded with Agriment.
- 5.2 The Client shall at all times and timely provide Agriment with all relevant and necessary information and shall vouch for the correctness of this information.
- 5.3 Any work to be provided by employees of the Client for the purposes of the assignment shall always be carried out in time.

Provision of employees

- 6.1 Besides employees of Agriment, employees and/or experts of third parties may also be involved in the realisation of an assignment.
- 6.2 Agriment is entitled to replace any employee by any other or to modify the composition of the team of experts, if Agriment considers this necessary for the realisation of the assignment. Agriment guarantees that this shall not reduce the quality of the advisory services, nor shall it negatively influence the continuation of the assignment.
- 6.3 The obligations arising from these General Terms and Conditions upon Agriment, shall fully apply to all employees and experts involved.

Complaints

- 7.1 Agriment aims at the correct implementation of the assignment. When any shortcomings in the implementation of an assignment are clearly and unmistakably attributable to Agriment, Agriment shall correct these shortcomings, without charging any costs to the Client.
- 7.2 Complaints relating to the activities performed must be submitted in writing to Agriment within 8 days after discovery or in any case within 14 days after completion of the concerning activities. The Client must clearly describe the nature and contents of the complaints.
- 7.3 Complaints that have not been submitted to Agriment within the mentioned term will not be dealt with.
- 7.4 Complaints will not suspend the Client's obligation to pay Agriment's invoices.

Intellectual property

- 8.1 Unless agreed otherwise, Agriment retains copyrights and all other intellectual property rights to the designs, models, software and quotations provided by Agriment.
- 8.2 All such documents shall remain the property of Agriment and may not be copied, shown to third parties or used in any other way, without Agriment's explicit permission, whether or not the Client has been charged for it.

Users' rights

- 9.1 If Agriment issues users' rights to the Client for software, such rights shall be applicable for the duration of the licence agreement.
- 9.2 Users' rights are not transferable, without written permission from Agriment.

Liability

- 10.1 Agriment shall only be liable for damages suffered by the Client, which are the direct and sole consequence of a shortcoming attributable to Agriment, provided that compensation shall only be available for damages against which Agriment is or should reasonably be insured.



10.2 The liability for direct damages will be restricted to an maximum amount equal to 20% of Agriment's remuneration for the assignment. In case of assignments exceeding duration of 6 months, the liability is further restricted to the remuneration for Agriment over the past 6 months.

10.3 Agriment can never be hold responsible for indirect damages, such as consequential damages, lost income, missed savings and damage because of business stagnation.

10.4 The Client shall be liable for all damages resulting from loss, theft, fire or damage to the property and materials of Agriment, as soon as such property/materials are located at the work site or delivery/service location of the Client, provided that these damages cannot be attributable to Agriment.

Fee

11.1 The Client will be charged remuneration based on the fees and cost estimates as included in the agreement.

11.2 Agriment is entitled to increase its remuneration, when:

- It can be proved that in the period between offering and implementation, the rates of e.g. salaries and costs have been considerably increased
- Legislation gives cause for an increase
- During the implementation of an assignment it becomes clear that the originally agreed or expected quantity of work was largely underestimated, that it cannot in reasonableness be asked from Agriment to perform the agreed activities at the agreed remuneration
- The Client fails to fulfil his obligations under article 4.2.

11.3 Agriment shall inform the Client about its intention to increase the remuneration in writing, clearly indicating from which date the increased remuneration is applicable

Payment

12.1 Payments are to be made by the Client within 30 days after invoice date, unless otherwise indicated in the agreement and/or invoice;

12.2 Agriment is entitled, prior to implementation, to demand sufficient security for the Client's timely payment obligations.

12.3 Agriment is entitled, if the Client fails to meet his payment obligations, to suspend the work.

12.4 The entire remuneration shall be immediately claimable if the agreed instalment has not been paid on the date due by the Client, or in case of closing down, bankruptcy, confiscation or suspension of payment of the Client.

12.5 Payments are to be made only without deduction, discount, set-off or deferral.

12.6 If the Client fails to settle payments within 14 days after invoice date, then Agriment is entitled to charge a compensation for loss of interest, equal to the statutory interest rate, at a minimum of 10% per year.

12.7 Furthermore, Agriment is entitled to claim all extrajudicial costs caused by the non (timely) payment. Extrajudicial costs shall be payable by the Client, in any case when Agriment has hired a third party for collection of the invoice due. Costs will be calculated on the basis of the collection rates of The Netherlands Bar Association in debt collection matters.

12.8 If in legal proceedings the judgement is fully or partly in favour of Agriment, all costs accrued to Agriment in connection with these legal proceedings shall be for the account of the Client.

Reservation of ownership

13.1 All goods (incl. drawings, designs, films, software, (electronic) files, etc.) supplied to the Client by Agriment, shall remain the

property of Agriment, until the Client has met all obligations as included in the agreement with Agriment.

Force majeure

14.1 Force majeure is understood as all those circumstances that cannot be influenced by Agriment, which temporarily or permanently hinders compliance with the agreement.

14.2 In particular, as far as not already covered by article 14.1 war, war risk, civil war, riot, strike, transport difficulties, fire and other serious disruptions in the company of Agriment, shall be considered force majeure.

14.3 In the event of force majeure, Agriment shall be entitled -at its own discretion- to extend the assignment's time schedule with the period of force majeure. When the assignment has not yet been implemented, Agriment is entitled to terminate the agreement without compensation, with the exception of the requirements stipulated in article 6:78 of The Netherlands Civil Code.

Termination

15.1 Both parties can at all times cancel the agreement in writing.

15.2 If the agreement is cancelled by the Client, Agriment is to receive a compensation for the loss of manning, unless the cancelling of the agreement is due to facts and circumstances that can be ascribed to Agriment. The Client is obliged to pay for the activities and services provided until that moment. The preliminary results of the services provided so far will be made available to the Client.

15.3 If the agreement is cancelled by Agriment, it will try to transfer the remaining activities and/or services to a third party in good consultation with the Client, unless the cancelling of the agreement is due to facts and circumstances that can be ascribed to the Client.

15.4 If the transfer of services to a third party causes additional expenses for Agriment, these expenses will be charged to the Client.

Confidentiality

16.1 Agriment is bound to treat all information about the Client confidential towards third parties.

16.2 Without explicit permission of Agriment, the Client will not inform third parties about Agriment's methodology or approach etc., nor will the Client make available reports, calculation, etc. prepared by Agriment to third parties.

Non-competition clause

17.1 Both parties shall refrain from employing each other's employees, without mutual written agreement, who have been involved in the implementation of an assignment in the previous 12 months.

Applicable law and forum

18.1 All agreements between Agriment and Client shall be subject to Dutch law.

18.2 Any disputes arising out of these agreements shall be resolved exclusively by the competent court that has jurisdiction in the place of establishment of Agriment.

18.3 The parties may agree a different form of dispute resolution such as arbitration or mediation.