

## General Conditions HLB HOLDING B.V. and companies affiliated with it

### Article 1) User and applicability

1.1. Users of these general conditions (hereinafter called: "the General Conditions") are:

- a. **HLB Holding B.V.**, whose registered office is situated in Assen and its actual office in (9418 PD) Wijster, at the address Kampsweg 27, entered in the commercial register under number 04058136, and the group of companies and/or enterprises that are directly and/or indirectly affiliated with it, at any rate including;
- b. **Hilbrands Laboratorium B.V.**, entered in the commercial register under number 52707768;
- c. **H Flex B.V.**, entered in the commercial register under number 61257672;
- d. **De Groene Vlieg Bio Diagnostics B.V.**, entered in the commercial register under number 61257893;
- e. **De Groene Vlieg Bio Control B.V.**, entered in the commercial register under number 61257974;
- f. **Care4Agro B.V.**, entered in the commercial register under number 76517721;
- g. **Nutriënten Management Instituut NMI B.V.**, entered in the commercial register under number 76719235;

All hereinafter both jointly and individually called: "**HLB**".

1.2. The General Conditions apply to the creation, the contents and the performance of all offers, agreements and legal relations between HLB and the Client, a natural person, a legal person or a number of jointly acting persons who order HLB to perform work or render services. An intermediary acting on the Client's behalf is also considered a Client.

1.3. The General Conditions also apply to agreements with HLB, if third parties are engaged by HLB for their performance.

1.4. Deviations from the General Conditions or additions thereto will only have effect if they have been confirmed to the Client explicitly and in writing by an officer of HLB authorized for the purpose.

1.5. By entering into an agreement with HLB the Client waves any general conditions used by it, so that only HLB's General Conditions apply to all agreements.

1.6. If the General Conditions contain stipulations that deviate from the agreement, the agreement will prevail.

1.7. If one or more of the provisions in the General Conditions should not be legally valid, this will leave intact the validity of the other provisions. In that case the parties will replace the void provision in good consultation, in such a way that the new provision follows the tenor of the legally invalid provision as much as possible.

### Article 2) Offers

2.1. HLB's offers are without engagement and may be revoked at any time, even if they contain a term for acceptance..

2.2. Offers of representatives or other employees of HLB and offers of auxiliary persons engaged by HLB will only bind HLB if and in so far as they have been confirmed in writing by HLB.

2.3. Descriptions, illustrations, models and/or samples with which the Client is informed about the goods and services offered will only give a general impression of the relevant matters.

2.4. The information referred to in Article 2.3 (including advertisements and price lists) are not part of the agreement between HLB and the Client, so that the Client cannot derive any rights from them, unless something else has been agreed explicitly.

2.5. If the Client acts in the performance of a profession or business, the sections 6:227b(1) and 6:227c of the Civil Code will not apply.

### Article 3) Conclusion and performance of the agreement

3.1. An agreement between HLB and the Client will be concluded by the acknowledgement of the order or assignment by HLB, or by HLB commencing the performance of the order or assignment, whether or not on the basis of an offer made beforehand.

3.2. If the Client gives the order or assignment orally, HLB's written acknowledgement will be deemed to represent the contents of the agreement correctly, unless the Client immediately expresses its objections to that representation.

3.3. In the absence of an acknowledgement as referred to in the articles 3.1 and 3.2, HLB's invoice will be regarded as an acknowledgement of order or assignment.

3.4. The Client will ensure that HLB is supplied in a timely manner with all data and information necessary to perform the order properly. If the Client fails to supply the above-mentioned data to HLB in time, HLB will be entitled to suspend the performance of the agreement and/or to charge the costs following from the delay to the Client.

3.5. HLB will perform the work to the best of its ability in accordance with applicable rules of science and technology and with observance of existing legislation and regulations.

3.6. If in HLB's opinion a good performance of the agreement requires this, HLB will be entitled to have certain operations performed by third parties.

3.7. In the event of advice by HLB about the use of crop protection products and fertilization the actual application/use, storage and keeping are beyond HLB's control. This entails that the proper performance of the advice given is entirely subject to the Client's responsibility.

3.8. The Client accepts that the risk of misunderstandings in the interpretation of questions or in the interpretation of advice exists, and that the risk of incorrect interpretation of the question or incorrect interpretation of the advice will be for its account.

3.9. The Client is responsible for the correctness and completeness of the information and documents made available by it to HLB. HLB will never be liable for a shortcoming or any damage resulting therefrom that follows from the information and documents (whether or not incorrect) supplied by the Client.

3.10. The Client indemnifies HLB against claims of third parties that follow from an incorrect or incomplete supply of information as referred to in this Article.

### Article 4) Contract duration/term of delivery

4.1. The agreement is entered into for an indefinite period, unless the parties agree something else explicitly and in writing, such as for instance with regard to seasonal activities.

4.2. Times of delivery are determined approximately. If within the duration of the agreement a period has been agreed for the completion of particular work, this will never be a deadline. In the event of transgression of the period of performance the Client will therefore have to hold HLB in default in writing.

4.3. Times of delivery for living organisms may always be adjusted by HLB to the production process. HLB will inform the Client of an adjustment of the time of delivery as soon as possible.

### Article 5) Prices

5.1. The prices offered and agreed exclude VAT unless something else has been indicated in writing.

5.2. If an order is performed on the basis of subsequent calculation, HLB will charge the Client for the time that has been spent on the relevant order, multiplied by the rates applicable with HLB, increased by all costs incurred by HLB in the performance of the order.

5.3. HLB reserves the right to raise its rates. The changed rates will take effect on the date indicated by HLB and will also apply to current orders and outstanding offers. HLB will announce a change in price in good time.

5.4. The time spent by HLB on the order will appear from the time registration that will be performed by (the employees of) HLB. The said time registration will be binding on the parties. At the Client's request HLB will supply a specification of the time registration.

- 5.5. Among other things the following costs made during the performance of the order by HLB will be billable:
- the hotel and travelling expenses made by HLB for the benefit of the order;
  - office expenses, including copying and shipping charges;
  - costs of any trial fields, laboratory analyses and other testing costs;
  - a consideration for the use of instruments, measuring equipment and the like that are made available by HLB for taking measurements and doing tests;
  - costs of electronic calculating, drawing and measuring equipment and also costs for the use of databanks and costs for the use of software programming;
  - other costs made by HLB necessarily or reasonably for the performance of the agreement.
- 5.6. The amount estimated in the offer by HLB will not be binding on the parties.
- 5.7. If a fixed price has been agreed for the order, HLB reserves the right to charge to the Client unforeseen (extra) work that is necessary and for the Client's account, which will be charged in conformity with Article 5.2.
- 8.3. The Client is not entitled to create a pledge on the unpaid goods or to create any other real or personal right on them for the benefit of a third party.
- 8.4. The Client will grant HLB the unconditional right to enter at any time the grounds where the goods are or can be stored to inspect the goods or, if the Client does not proceed to payment, recover the goods.

#### Article 9) Secrecy

- 9.1. The parties are obliged to keep secret all (confidential) information that they have acquired within the framework of their agreement from each other or from another source. This obligation to observe secrecy will continue fully after the end of the order and the relation between the parties. The parties must inform each other if a party intends to make information public. With the exception of information that the Client makes available in public, or if something else has been agreed between the parties, all other information will be regarded as proprietary information and must be treated confidentially.
- 9.2. If HLB is legally obliged or contractually empowered to release confidential information, the relevant Client or person must be informed of the release of information, unless it is forbidden by law.
- 9.3. The obligation to observe secrecy does not apply to information and data that are of public knowledge, that have been released in pursuance of a legal obligation or court order that has become final or to information and data in respect of which the other party has granted release from the obligation to observe secrecy. The obligation to observe secrecy does not apply to HLB with regard to companies and enterprises affiliated with it.

#### Article 6) Delivery and risk

- 6.1. Goods and organisms are delivered free domicile/office in the Netherlands, unless something else is agreed. If goods are delivered outside the Netherlands, HLB will charge additional handling and transport costs to the Client
- 6.2. All the goods and organisms to be delivered by HLB will be at the Client's expense and risk from the moment that they leave HLB's industrial estate.

#### Article 10) Intellectual property rights

- 10.1. HLB is the owner of and party exclusively entitled to its name, logo, method of work, parts, specifications, drawings, designs, sketches, software, patterns, plans, blueprints, descriptions, subjects, formulations, knowhow, technical information, recommendations, regulations, reports and the like.
- 10.2. The Client is not permitted to make use of the objects of intellectual property referred to in Article 10.1, except for HLB's prior written permission or in the event that this follows direct from the legal relationship existing with HLB or the agreement concluded with it.
- 10.3. The goods and documents made by HLB must not be copied or shown or made known to third parties without HLB's written permission.
- 10.4. The Client indemnifies HLB for claims of third parties on the basis of any intellectual property right or rights that may be equated therewith in respect of the delivery of goods that have been made by HLB at the Client's request and/or according to the Client's instruction.
- 10.5. Parts, specifications, drawings, drafts, sketches, software, patterns, plans, blueprints, descriptions, subjects, formulations, knowhow, technical information, recommendations, regulations, reports and the like will remain HLB's property, also if costs have been charged to the Client for their creation.
- 10.6. HLB reserves the right to use the increase of knowledge resulting from the performance of the work for other purposes, in so far as no confidential information is thereby brought to the knowledge of third parties.
- 7.1. If an order is performed on the basis of subsequent calculation, HLB will be entitled to send an invoice to the Client every month for the hours spent in the period passed, increased by costs made.
- 7.2. If an order is performed at a fixed price, HLB will be entitled to send invoices as follows:
- 30% at the time of acceptance of the order
  - 50% during the performance of the order
  - 20% after completion of the order unless the parties have agreed something else in writing
- 7.3. Payment must be made in the agreed currency within 14 days after the invoice date into the account indicated by HLB, without the Client being entitled to rely on discount, set-off or suspension.
- 7.4. If the Client has not paid within the period referred to in Article 7.3, the Client will be in default by operation of the law and HLB will be entitled, without prior notice of default being required, to charge the statutory commercial interest on the strength of Section 6:96(2)(c) of the Civil Code to the Client from the due date of the invoice.
- 7.5. On first demand the Client will provide HLB with security (whether or not supplementary) for the payment.
- 7.6. Before the start of the work and also in the meantime HLB will be entitled to suspend the performance of the work until the time that the Client has paid an advance determined in reason for the work to be performed or has provided adequate security for the purpose.
- 7.7. In the event of liquidation, bankruptcy or suspension of payments of the Client, the Client's obligations will be claimable immediately and in full.

#### Article 11) Privacy, data processing and security

#### Article 8) Reservation of ownership

- 8.1. All the goods delivered by HLB will remain HLB's property until the time that the Client has fully met all its obligations of payment to HLB on the strength of any agreement concluded with HLB for the delivery of goods or the performance of work or services, including claims with regard to failure in the performance of such an agreement.
- 8.2. For his own account the Client is obliged to store the goods delivered by HLB separately from the other goods that he has in his possession, in such a way that the goods delivered by HLB can be identified immediately as belonging to HLB. The Client will not be permitted to destroy, remove or make illegible any identification markings or packaging of the goods. The Client must keep the goods in an adequate condition and insured for HLB for the full amount, against all risks and to HLB's satisfaction. On request the Client will show the insurance policy to HLB.

- 11.1. If HLB considers this important for the performance of the agreement, the Client will immediately inform HLB in writing on request about the manner in which the Client fulfils his legal obligation in the field of the protection of personal data.
- 11.2. The Client indemnifies HLB for claims of persons whose personal data have been processed or will be processed within the framework of processing that is done by the Client or for which the Client is otherwise responsible on the strength of the law, unless the Client proves that the facts on which the claim is based must only be imputed to HLB.
- 11.3. The responsibility for the data that are processed by using a service rendered by HLB lies exclusively with the Client. The Client guarantees HLB that the contents, the use and/or the processing of the data is not unlawful and does not infringe any right of a third party. The Client indemnifies HLB for any legal claim of third parties, for any reason whatsoever, in connection with these data or the performance of the agreement.
- 11.4. If HLB is obliged on the basis of the Agreement to provide information security, that security will comply with the specifications concerning

security as they have been agreed between the parties in writing. HLB does not guarantee that the information security is effective under all circumstances. If any explicitly described security is lacking from the agreement, the security will meet the level that is not unreasonable in view of the state of technology, the sensitivity of the data and the costs involved in providing the security.

- 11.5. If in the performance of the agreement or otherwise use is made of computer, data or telecommunication facilities, HLB will be entitled to assign access or identification codes to the Client. HLB is entitled to alter assigned access and identification codes. The Client will treat the access and identification codes confidentially and with care and will only make them known to authorized employees. HLB is not liable for damage or costs that are the result of use or misuse that is made of the access or identification codes, unless the misuse has been possible as a direct result of a culpable shortcoming or omission of HLB.

#### Article 12) Advertising, complaint(s)

- 12.1. The Client is obliged to check the quantity and kind of goods for any shortcoming and/or defects immediately after receipt of the goods delivered.
- 12.2. Visible defects to the goods and organisms delivered, including unusual situations in connection with the goods and organisms, must be reported to HLB by the Client in writing or by email as soon as possible, but at any rate within 24 hours after receipt of the goods or organisms. The report must contain a description of the defect or the situation that is as detailed as possible, so that HLB is able to react thereto in a timely and adequate manner.
- 12.3. Complaints about work done must be reported in writing by the Client to HLB within seven days after discovery, but at the latest within fourteen days after completion of the relevant work.
- 12.4. Hidden defects must be reported in writing by the Client to HLB within five working days after they have been determined or could have been determined in reason, but at any rate not later than six months after receipt of the goods or termination of the work.
- 12.5. A complaint as referred to in this article does not entitle the Client to suspend its obligations (payment) in respect of HLB and/or to rely on set-off.
- 12.6. In the absence of a timely report as referred to in this article the Client's right to rely on a shortcoming will be forfeited.

#### Article 13) Force majeure

- 13.1. If HLB cannot perform the agreement or not in time or not properly as a result of a cause that cannot be blamed on it, including but not limited to war, government measures, (health) crises, epidemics, diseases, including viruses or bacterial infections, climatological circumstances, transport disruptions of any nature whatsoever, strikes of work, lockouts or a shortage of personnel, non-performance by third parties that have been engaged by HLB for the performance of the order, including stagnation in delivery by a supplier of HLB, stagnation in the ordinary course of business within the Client's enterprise etc., the obligation to perform the agreement will be suspended until the time that HLB is able as yet to perform the agreement, without the Client being able to claim performance and/or compensation.
- 13.2. If the situation as referred to in 13.1 lasts for more than one month, HLB will be entitled to dissolve the agreement without the Client having any claim on compensation of damage in that case.
- 13.3. In the situation as referred to in 13.2 the Client is not entitled to dissolve the agreement, unless it can prove that performance is of essential importance for the conduct of its business. In that case dissolution will have to be effected in writing and at the latest within five days after expiry of the one month's period.
- 13.4. If at the start of the force majeure HLB has already fulfilled part of its obligations or can only fulfil part of its obligations, HLB will be entitled to invoice the part of the goods already delivered or deliverable or the work already performed separately and the Client will be obliged to pay this invoice as if it was a matter of a separate agreement.

#### Article 14) Liability

- 14.1. If, with observance of the provisions in the law, in the agreement and in these General Conditions HLB should be liable in respect of the Client, that liability will always be limited to the invoice value of the goods, organisms delivered and/or services performed that caused the damage, with a maximum of €15,000.00. If and in so far as HLB is liable for the damage

and that damage is covered by HLB's business liability insurance, the compensation will at any rate never be higher than the amount that is actually paid out by the insurer to HLB in the relevant case.

- 14.2. HLB is not liable for indirect damage, including personal injury and property damage, immaterial damage, consequential damage (damage as a result of business interruption, loss of income and loss of production) and any other damage arisen from any cause whatsoever, unless it is a matter of HLB's gross negligence or wilfulness.
- 14.3. HLB is not liable in the above-mentioned sense for acts of its employees or other persons within its sphere of risk, including (gross) negligence or wilfulness of these persons.
- 14.4. The Client indemnifies HLB and its employees for the auxiliary persons engaged for the performance of the agreement, against any claims of third parties, including the Client's buyers, including claims based on product liability, in connection with HLB's performance of the agreement, irrespective of the cause, and also against the costs following therefrom for HLB.
- 14.5. If the Client is aware or should be aware of properties of a substance or a good that the Client makes available to HLB in connection with the agreement, for processing or examination, which could cause damage, the Client is obliged to communicate these properties to HLB and to clearly mark the substance or the good or its packing as dangerous, if possible. Failing this, the Client will be liable to HLB, its executive subordinates and/or third parties engaged by HLB in the performance of the agreement for any damage that arises as a result of such an uncommunicated property of the substance or good.
- 14.6. The Client is liable for damage that HLB and/or persons used and/or engaged by HLB suffer in the performance of the agreement, during the presence in the grounds of the Client or of third parties in connection with the agreement, unless the damage has been caused by gross negligence or wilfulness of HLB and/or the persons used and/or engaged by HLB in the performance of the agreement.
- 14.7. HLB bears no risk for damage that the Client or his personnel suffers during the presence in HLB's grounds, unless the damage has been caused by gross negligence or wilfulness of HLB and/or the persons used and/or engaged by HLB in the performance of the agreement.
- 14.8. HLB is not liable for damage that is result of defects of goods supplied to HLB, which have been passed on by HLB to the other party.
- 14.9. HLB is not liable for the consequences of application of the goods or organisms supplied by it, if this deviates from the applications recommended by HLB, and also for consequences of not or not fully complying with instructions for use distributed by it, as applicable at the time of delivery.
- 14.10. HLB is not liable for examination results and/or recommendations supplied by or on behalf of it, unless something else has been agreed in writing.

#### Article 15) Expiry clause

- 15.1. Subject to the provisions in Section 6:89 of the Civil Code and subject to the provisions in these General Conditions claims of the Client on the strength of the agreement will expire, if that claim has not been brought before the competent court within one year after the facts on which the claim is based were known or could reasonably have been known to the Client.

#### Article 16) Termination of the agreement

- 16.1. HLB will be entitled to suspend the agreement without prior notice of default in full or in part if the Client:
- fails in the fulfilment of the obligations following for it from the agreement;
  - submits a petition for (provisional) suspension of payment;
  - is declared bankrupt;
  - (in the case of a natural person) is admitted to the Statutory Natural Persons Debt Rescheduling Scheme;
  - liquidates its enterprise or transfers it in full or in part to a third party;
  - loses control of its capital in full or in part, by, among other things, attachment.

#### Article 17) Final provisions, choice of law and choice of forum

- 17.1. The agreement will contain all arrangements between the parties and will take precedence over any earlier written or oral agreement between them.

17.2. Dutch law applies to all agreements between HLB and the Client, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.3. Any disputes following from the agreements concluded between HLB and the Client will be submitted to the District Court of Gelderland, subject to HLB's right to turn to another court with jurisdiction on the basis of the law.