

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

ARTICLE 1. | DEFINITIONS

1. CHV: Crop Health Vision B.V., the user of these terms of delivery, having its registered office in Honselersdijk, the Netherlands, listed in the commercial register under number 81788460.
2. Buyer: the natural person or legal entity, acting in the conduct of a profession or business with whom CHV has entered into an agreement or has the intention to do so.
3. Agreement: any agreement entered into between the Buyer and CHV, under which agreement CHV has undertaken to deliver Products (as defined below).
4. Products: any goods, such as solutions for flowers and plants on the basis of quorum sensing technology, to be delivered by or on behalf of CHV under the Agreement.

ARTICLE 2. | GENERAL PROVISIONS

1. Any offer made by CHV and any Agreement entered into shall be subject to these conditions of sale and delivery, which shall form an integral part of the Agreement between CHV and the Buyer.
2. These conditions of sale and delivery are also applicable to any Agreements in respect of which, for the execution thereof, third parties will be involved.
3. CHV explicitly rejects the applicability of any purchase- or other terms and conditions of the Buyer.
4. Any variations to the provisions of these conditions of sale and delivery shall be valid only if made in writing and executed by both CHV and the Buyer. Any express agreements between the parties made in writing shall take precedence over the provisions of these conditions of sale and delivery.
5. The nullification or nullity of any of the provisions of these conditions of sale and delivery shall not affect the validity of the remaining provisions. Should the occasion arise, the parties shall commence discussions with the aim of reaching agreement on an alternative for the affected provision. The alternative shall reflect the object and import of the original provision to the extent possible.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. All quotations made by CHV are without commitment. CHV shall not be under an obligation to accept an order.
2. Evident errors or mistakes in a quotation made by CHV shall not be binding upon it.
3. The Buyer cannot derive any rights from a quotation based on information provided by the Buyer that is incorrect or incomplete.
4. A quotation does not automatically apply to any subsequent quotations or orders. However, these conditions of sale and delivery shall apply to any subsequent agreements.
5. The Agreement shall be concluded by means of offer and acceptance. The Buyer's order shall constitute the offer and the acceptance of that offer shall only occur when CHV confirms the order. Orders placed via the CHV website shall not be binding upon CHV until CHV has confirmed the order by electronic means.
6. A combined quote shall not oblige CHV to perform part of the order at a corresponding part of the price quoted.
7. If the Buyer enters into the Agreement (also) on behalf of another natural person or legal entity, he states to have the authority to do so by entering into the Agreement. In addition to this natural person or legal entity, the Buyer shall be jointly and severally liable for meeting all obligations under the Agreement.

ARTICLE 4. | TERMS

1. If for the performance of the Agreement CHV is dependent on information to be provided by the Buyer, the term within which delivery shall take place shall not start until after CHV has received such information.
2. The Products will be delivered within a reasonable time after the confirmation of CHV of Buyer's purchase order, subject to availability of the Products. CHV shall not be liable for any delays, loss or damage in transit. The Buyer shall not exercise the rights to which he is entitled by operation of law without first having sent CHV written notice of default, stating a reasonable period within which CHV

is given the opportunity to perform the Agreement after all and such performance has not taken place within the aforementioned reasonable period.

ARTICLE 5. | DELIVERY

1. The parties may agree on a purchase guarantee. The purchase guarantee binds the Buyer, in accordance with the express made agreements to that end, to purchase Products several times in a certain period. If the Buyer fails to fulfil its purchase obligation or fails to fulfil it in time, all combination discounts, retroactively and prospectively, relating to the relevant purchase guarantee shall be cancelled.
2. If delivery is made based on certain Incoterms, this is expressly stated in the Agreement.
3. Subject to what is agreed in writing by the parties, delivery of the Products shall be made at the location of CHV, any other location designated by CHV or by means of delivery at the delivery address provided by the Buyer. If no delivery address is specified, orders shall be sent to the billing address.
4. Without prejudice to any Incoterms that may apply, the risk of loss of and damage to the Products shall pass to the Buyer at the moment the Buyer or a third party designated by the Buyer has taken delivery of the Products.
5. The Buyer shall take delivery of the Products purchased at the moment they are placed at his disposal. If for any reason whatsoever the Buyer refuses to take delivery of the Products or fails to provide information or instructions required for the delivery, the Products shall be put into storage for the risk and account of the Buyer after the Buyer has been warned about this by CHV. In such instances the Buyer shall pay to CHV a reasonable price for the storage of the Products, in addition to the purchase price.
6. CHV is allowed to deliver orders in parts. If orders are delivered in parts, CHV is entitled to invoice each part separately.

ARTICLE 6 | SUPPLEMENTAL PROVISIONS FOR THE RESALE OF PRODUCTS

1. If the Buyer uses the Products for resale, this Article shall apply likewise.
2. The Buyer shall be required to resell the Products in its own name and for its own account. The Buyer shall not at any time have the right to represent CHV as agent or otherwise.
3. The Buyer shall present the trademarks carried by CHV and the Products delivered in a prominent and consistent manner in accordance with the image of the trademarks carried by CHV. Advertisements and other communications with the Buyer's customers must be consistent with the image projected by the trademarks that CHV carries. The Products shall be presented in such manner that the nature of the trademarks of the Products supplied by CHV is not prejudiced.
4. Each presentation of the Products supplied shall be submitted for prior written approval to CHV prior to publication, and any instructions rendered by CHV in this regard shall be complied with by Buyer, as directed by CHV, if and to the extent any of the graphics or text-related elements in the presentation are not directly provided by CHV. CHV shall not withhold its approval on unreasonable grounds.

ARTICLE 7 | FORCE MAJEURE

1. In addition to the provision of Article 6:75 of the Dutch Civil Code, CHV shall not be required to fulfil any obligation under nor deemed to have defaulted under or breached an Agreement if it is hindered by a circumstance beyond its reasonable control or which cannot be attributed to it pursuant to the law, a legal act or in accordance with generally accepted principles ("force majeure"). Force majeure shall also be understood to mean the circumstance where the actions of CHV's suppliers prevent it from delivering the Products or from delivering them on time.
2. Throughout the period of force majeure, the obligations of CHV arising from the Agreement shall be suspended.
3. If the force majeure has rendered the performance of the Agreement permanently impossible, or if the situation of force majeure persists or is likely to continue for more than three months, the parties shall be entitled to terminate the Agreement with immediate effect.
4. If upon the occurrence of the situation of force majeure CHV has already met part of its obligations or can fulfil only part of its obligations under the Agreement, it is entitled to charge the Buyer separately

for that part of the Agreement that has already been performed or can be performed as if it were a separate Agreement.

5. Any loss resulting from force majeure does not at any time qualify for compensation.

ARTICLE 8 | SUSPENSION AND TERMINATION

1. If justified by the circumstances, CHV shall be entitled to suspend the performance of the Agreement or to terminate the Agreement with immediate effect and without formal prior notice to be given, if the Buyer fails to fulfil the obligations arising from the Agreement or from these conditions of sale and delivery on time or in full, or if following the conclusion of the Agreement circumstances have come to CHV's attention which give it reasonable grounds to fear that the Buyer will not meet its obligations.
2. If the Buyer is declared bankrupt, if the Wet Schuldsanering Natuurlijke Personen (Debt Rescheduling Private Individuals Act) is declared applicable to him, if any attachment is levied on his goods, if he is otherwise unable to freely use his assets, or the Buyer suffers, or is subject to, any equivalent event, circumstance or procedure to those set out above in this Article 8(2), CHV shall be entitled to terminate the Agreement with immediate effect, unless in the opinion of CHV the Buyer has provided sufficient security for payment.
3. In addition, CHV shall be entitled to terminate the Agreement if circumstances occur which are such that performance of the Agreement is rendered impossible or if CHV cannot reasonably be required to maintain the Agreement in unchanged form.
4. The Buyer shall not at any time claim compensation, in whatever form, in connection with the right to suspend performance and the right to terminate exercised by CHV pursuant to this article.
5. The Buyer shall compensate CHV for loss that CHV suffered as a consequence of the suspension or termination of the Agreement to the extent such loss can be attributed to the Buyer.
6. If CHV terminates the Agreement pursuant to this article, all amounts receivable from the Buyer shall be immediately due and payable.

ARTICLE 9. | INSPECTION AND COMPLAINTS

1. The Buyer shall inspect the Products immediately upon delivery to ascertain whether their nature and quantity are in conformity with the Agreement and to verify the absence of damage. If the Buyer notices any shipping damages or missing Products, it must notify the carrier and CHV immediately or at a maximum three days after the delivery date. If according to the Buyer the nature and quantity are not in conformity with the Agreement, he must immediately notify CHV at the time of delivery.
2. The Buyer shall notify CHV of any hidden defects within seven days after he has discovered the defect or in all reasonableness should have discovered the defect.
3. CHV is not obliged to respond to any complaints for hidden defects from the Buyer if the Buyer does not file his complaint in a timely manner in accordance with these conditions of sale and delivery.
4. The submission of complaints does not suspend the Buyer's obligation to pay.

ARTICLE 10. | PRICES AND PAYMENTS

1. The shipping and delivery costs shall be paid by the Buyer unless otherwise agreed by the parties in writing.
2. Unless otherwise specified, all prices and costs provided are exclusive of VAT and any other charges imposed by the authorities.
3. If following the conclusion of the Agreement, but before the delivery of the Products the VAT rates or other charges imposed by the authorities are changed, CHV has the right to change the prices accordingly.
4. CHV also has the right to pass on to the Buyer any increase in prices of cost-determining factors that occur after the conclusion of the Agreement, but before the delivery of the Products.
5. If in the opinion of CHV there are grounds to reasonably suspect that the Buyer will be negligent in fulfilling his payment obligations, CHV has the right to demand that the Buyer provide adequate security for payment. In the event of advance payment, the Buyer cannot exercise any rights under the Agreement as long as the advance payment has not been made.

6. In the event of the winding up, bankruptcy or suspension of payment of the Buyer's business, any outstanding amounts shall become due and payable with immediate effect.
7. Payment shall be made by transfer within the period specified in the invoice and in the manner prescribed by CHV, unless expressly and in writing agreed otherwise.
8. If payment by direct debit collection is agreed, CHV shall be entitled to charge reasonable administrative costs if the amount due cannot be collected automatically on several occasions. In that case the Buyer shall be required to make payment, including administrative costs, by transfer within the period specified on the invoice and in the manner prescribed by CHV.
9. In the event of failure to pay, the Buyer shall be in default by operation of law. From the date of the occurrence of the default, the Buyer shall be liable to pay interest of 1% per month. Part of a month counts as a full month in this context.
10. All reasonable costs incurred to collect the amounts due are to be paid by the Buyer. The extrajudicial costs shall be calculated according to Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).

ARTICLE 11. | LIABILITY

1. Subject to Article 11(5), CHV shall not be liable for any damage to the Products supplied or as a result of the use of these Products, save for intent (opzet) and gross negligence (bewuste roekeloosheid) on the part of CHV. In the latter case or if despite this Article 11 (1) CHV would incur liability under an Agreement as a result of a court ruling to this effect, (i) damage compensation shall be the exclusive remedy and Buyer shall therefore not be entitled to claim specific performance, and (ii) such liability shall be limited to the invoice value of the Agreement and shall not exceed the amount that will be paid in relation to the relevant case under any liability insurance taken out by CHV.
2. The applicability of Book 7, Title 1, Section 3 of the Dutch Civil Code (consequences of non-performance) and Articles 6:265 (rescission of contract) and 6:228 (annulment by virtue of error) of the Dutch Civil Code is explicitly excluded.
3. CHV shall at all times be entitled to repair the damage incurred by the Buyer. To that end the Buyer shall enable CHV to make such repairs, failing which all CHV's liability shall cease.
4. Subject to Article 11(5), CHV shall in no event be liable for any consequential loss and/or damage, including lost profits, and loss and/or damages incurred as a result of business interruption. If, in spite of the provisions of these conditions of sale and delivery, CHV is liable after all, only direct losses shall be compensated.
5. Nothing in these conditions of sale and delivery or an Agreement shall operate to limit or exclude either the Buyer's or CHV's liability for any of the following:
 - death or personal injury caused by the relevant party's negligence or the negligence of its personnel;
 - fraud or fraudulent misrepresentation; and
 - any other liability that cannot be excluded or limited by law applicable to an Agreement or these conditions of sale and delivery.
6. Without prejudice to the other provisions of these conditions of sale and delivery, the limitation period for all claims and remedies against CHV shall be one (1) year from the date of shipment of the applicable Product.
7. Except in the case of wilful intent or gross negligence on the part of CHV, the Buyer shall indemnify CHV against any claims made by third parties for whatever reason for damages, costs, expenses or interest arising out of or resulting from the use of the Products supplied by CHV.

ARTICLE 12. | RETENTION OF TITLE

1. CHV shall retain the title to all Products supplied by it until such time as the Buyer has complied fully with his obligations arising from the Agreement.
2. Save where this is to be deemed permissible in the normal course of his business, the Buyer shall not be allowed to sell, to pledge or in any other way to encumber the Products affected by the retention of title.
3. If third parties attach the Products affected by the retention of title or wish to create or exert rights with respect to such Products, the Buyer shall notify CHV accordingly as soon as possible.

4. The Buyer shall grant CHV or the third parties designated by CHV unconditional consent to enter all sites where the Products affected by the retention of title are located. In the event of a default by the Buyer, CHV shall be entitled to repossess the Products referred to in this article. Any reasonable costs incurred in this context shall be reimbursed by the Buyer to CHV.

ARTICLE 13. | PERSONAL DATA

CHV shall process personal data in accordance with all applicable laws and regulations and in accordance with its privacy policy. This privacy policy can be inspected at: <http://www.chvint.com/privacy-statement-gdpr>. The Buyer shall ensure that any personal data it provides to CHV is accurate and up to date. If the Buyer provides personal data of, or on behalf of, any individuals, it shall direct them to CHV's privacy notice.

ARTICLE 14. | FINAL PROVISIONS

1. Each Agreement, these conditions of sale and delivery, and any legal relationships between the Buyer and CHV arising therefrom and any dispute or claim arising out of or in connection with an Agreement and these conditions of sale and delivery or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with Dutch law. The applicability of the Vienna Sales Convention is excluded.
2. Any dispute arising out of or in relation to any Agreement (including any non-contractual disputes or claims) shall be settled exclusively by the District Court of Overijssel, location Zwolle.
3. These conditions of sale and delivery contain the whole agreement between the Buyer and CHV relating to the subject matter of these conditions of sale and delivery and supersede all prior agreements, arrangements and understandings between the Buyer and CHV, whether oral or written, relating to that subject matter.
4. All non-public, confidential or proprietary information of CHV, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by CHV to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by CHV in writing.
5. If any provision of an Agreement or these conditions of sale and delivery is held to be invalid or unenforceable (in whole or in part) by any law or by the final determination of any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of that provision or the other provisions of an Agreement or these conditions of sale and delivery which shall remain in full force and effect.
6. CHV may revise these conditions of sale and delivery at any time and will give the Buyer reasonable notice of those changes to these conditions of sale and delivery. By continuing to place orders the Buyer acknowledges and agrees to those changes to these conditions of sale and delivery.
7. Buyer is deemed to have accepted these General Terms and Conditions of Sale and Delivery after they have been made available to the Buyer by CHV.