



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

GENERAL SALES AND DELIVERY CONDITIONS

ID AGRO B.V.

registered in the Trade Register of the Chamber of Commerce for East Netherlands under file number 50152734, according to its Articles of Association having its registered seat in 8150 GA Lemelerveld (Dalfsen), the Netherlands, and having its principal business office there at the address Constructieweg 8.

1. DEFINITIONS

- ID Agro:* the user of these General Conditions, mentioned in the opening words hereof;
- Principal:* the natural and/or legal person(s) who conclude an Agreement with ID Agro;
- Party/Parties:* ID Agro and the Principal individually, and both of them jointly;
- Agreement:* any agreement between the Parties, regarding the sale and delivery of goods by ID Agro to the Principal, the performance of (supplementary) (sub)(contracting) activities by ID Agro on instruction of the Principal, and/or the provision by ID Agro of (supplementary) services on instruction of the Principal, this in the broadest sense of the words used, including - in so far as relevant - any service and repair activities (whether or not under any guarantee), and any further deliveries and similar activities resulting from or in any way relating to any Agreement as aforementioned between the Parties;
- Offer:* any offer of ID Agro to the Principal to conclude an Agreement;
- General Conditions:* these General Sales and Delivery Conditions

2. APPLICABILITY

- 2.1 These General Conditions shall apply to all Offers made by ID Agro, to all Agreements concluded by ID Agro and to any further agreements resulting or arising therefrom.
- 2.2 Any general conditions of the Principal shall not apply and are herewith expressly rejected.



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

3. OFFERS

- 3.1 All Offers shall be without engagement. Any Offer accepted by the Principal may be revoked by ID Agro during five (5) working days, without this leading to any obligation of ID Agro to compensate any loss or damage incurred or suffered by the Principal as a result thereof.
- 3.2 If the Principal makes information, data and/or drawings, etc. available to ID Agro, ID Agro shall be permitted to assume that these are correct and will base its Offer thereon.
- 3.3 The prices stated in the Offer shall be exclusive of VAT and packing and packing materials.
- 3.4 If the Offer of ID Agro is not accepted, ID Agro shall have the right to charge all costs incurred by it in making its Offer to the Principal.

4. COMING ABOUT OF AN AGREEMENT

- 4.1 An Agreement shall only come about if ID Agro has confirmed this to the Principal in writing.
- 4.2 If the Principal places an order that is not based on an Offer of ID Agro, ID Agro shall at all times be at liberty either to accept or reject that order. If the Principal places an order without a price having expressly been agreed for that between the Parties, the relevant order shall - if ID Agro accepts the order - be carried out against the prices applying at the time of the acceptance of the order, therefore irrespective of the prices applied by ID Agro with respect to the Principal for any Offers made earlier, or for Orders carried out earlier by ID Agro.
- 4.3 Promises by and agreements or understandings with subordinates of ID Agro shall only bind ID Agro in so far as these promises and/or agreements or understandings have been confirmed by ID Agro to the Principal in writing.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Unless agreed otherwise, ID Agro shall retain and keep the copyrights and any industrial property rights in Offers made by it and in designs, drafts, images, pictures, drawings, (test) models, software, etc. submitted by it.
- 5.2 The rights in respect of the information and data referred to in paragraph 1 shall remain the property of ID Agro, irrespective of whether the costs for making the same have been charged to the Principal. The aforesaid information and data may not be copied or used or be shown to third parties without the express permission of ID Agro.
- 5.3 The Principal shall be held, at the first request of ID Agro, within the period set by ID Agro to return



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

the information and data referred to in paragraph 1 that have been provided to the Principal.

6. ADVICE, RECOMMENDATIONS, DESIGNS, DRAFTS AND MATERIALS

- 6.1 The Principal can derive no rights from any advice, recommendations and information provided to him by ID Agro if not directly related to the instruction or order.
- 6.2 The Principal shall be responsible for the drawings and calculations made by or on behalf of him, and for the functional fitness and suitability of materials prescribed by or on behalf of him.
- 6.3 The Principal shall indemnify ID Agro against claims of third parties concerning the use of drawings, calculations, samples, models and the like provided by or on behalf of the Principal.
- 6.4 The Principal shall have the right for his own account to (have others) investigate the materials that ID Agro wants to use, before those materials are processed. If ID Agro suffers any loss or damage by that, these shall be for the charge of the Principal.

7. DELIVERY PERIOD

- 7.1 The delivery period mentioned by ID Agro shall be estimates.
- 7.2 When determining the delivery period, ID Agro assumes that it will be able to carry out the order or instruction under the circumstances as they are known to it at that moment.
- 7.3 The delivery period shall start to run when consensus has been reached regarding all technical details, when all necessary data, information, definitive drawings, etc. are in the possession of ID Agro, the agreed instalment or payment has been received and the necessary conditions for the implementation of the instruction have been fulfilled.
- 7.4 If there are other circumstances than those that were known to ID Agro when it determined the delivery period, ID Agro may extend the delivery period with the time that is necessary to carry out the order or instruction under those other circumstances. If the extra activities cannot be fitted in the planning of ID Agro, they will be carried out and completed as soon as the planning of ID Agro allows the same.
- 7.5 If there are upward contract variations, the delivery period shall be extended with the time that is necessary to (have others) deliver any extra materials, parts and components required for that, and to carry out any additional activities. If the additional activities arising from the upward contract variations cannot be fitted in the planning of ID Agro, those additional activities will be carried out and completed as soon as the planning of ID Agro allows the same.



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

7.6 If there is any delay or suspension in the performance of obligations by ID Agro, the delivery period shall be extended with the duration of the delay or suspension. If continuation of the activities cannot be fitted in the planning of ID Agro, the activities will be carried out and completed as soon as the planning of ID Agro allows the same.

7.7 In case of unworkable weather, the delivery period shall be extended with the stagnation time caused thereby.

7.8 Any excess of the agreed delivery period shall under no circumstances create any right to claim damages, unless expressly agreed otherwise in writing.

8. RISK TRANSFER

8.1 If the Principal purchases goods, delivery shall take place ex works; the risk in respect of the goods shall devolve at the moment that ID Agro makes the goods available to the Principal.

8.2 Without prejudice to the provisions set forth in the previous paragraph, the Principal and ID Agro may agree that ID Agro will arrange or carry out the transport. The risk of storage, loading, transportation and discharge shall in that case also rest on the Principal. The Principal may insure himself against these risks.

8.3 Also if ID Agro installs and/or mounts the sold goods, the risk of the goods shall devolve at the moment that ID Agro makes the goods available to the Principal in the business premises of ID Agro or at another agreed place.

9. PRICE CHANGES

9.1 If after the date at which the Agreement has been concluded four months have expired and the performance of the relevant Agreement has not been completed by ID Agro yet, any increase in the price-determining factors may be charged through to the Principal.

9.2 Payment of the price increase as referred to in paragraph 1 shall take place at the same time as payment of the principal sum or the last instalment.

9.3 If goods are provided by the Principal and ID Agro is prepared to use those goods, ID Agro shall have the right to charge at most 10% of the market price as a commission on the provided goods.

10. INFEASIBILITY OF THE ORDER OR INSTRUCTION

10.1 ID Agro shall have the right to suspend the performance of its obligations if it, due to circumstances that at the time of the coming about of the Agreement could not be expected or foreseen and that



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

are beyond its control, is temporarily unable to perform its obligations.

- 10.2 For the purposes hereof, circumstances that could not be expected or foreseen by ID Agro at the time of the coming about of the Agreement and that are beyond its control, inter alia include the circumstance that any suppliers and/or subcontractors of ID Agro fail to perform their obligations in time or at all, adverse weather conditions, earthquakes, wars, fires, loss or theft of tools, loss or destruction of materials that were to be processed, road-blocks, strikes or work stoppages, and import or trade restrictions.
- 10.3 ID Agro shall have the right to dissolve the Agreement if performance thereof is permanently impossible in full or in part, or if a temporary impossibility has lasted for more than six months. The Agreement may as then be dissolved for that part of the obligations that have not been performed yet. In that case the Parties are not entitled to any compensation of any damage suffered or to be suffered as a result of the dissolution.

11. SCOPE OF THE WORK

- 11.1 The Principal shall be responsible for obtaining in a timely manner all licenses, exemptions and other decisions that are necessary to carry out the work.
- 11.2 The price of the work shall not include:
- (a) the costs for groundwork, piling, chopping, breaking, foundation work, bricklaying, carpentry, plastering, painting, wallpapering, repairs or other construction work;
 - (b) the costs for connecting to natural gas, water, electricity or other infrastructural facilities;
 - (c) the costs for prevention or limitation of damage to items present at the work;
 - (d) the costs of removing materials, building materials and/or debris;
 - (e) the costs of levelling out the building site or location, of making it properly accessible, of removing any obstacles and of constructing dock boards.

12. CHANGES IN THE WORK

- 12.1 Changes on the work shall in any case result in extra work (upward contract variations) or less work (downward contract variations) if:
- (a) there are any changes in the design or in the specifications;
 - (b) the information provided by the Principal is not in agreement with the actual reality;
 - (c) deviations of more than 10% from estimated quantities occur.
- 12.2 Upward contract variations shall be calculated and charged on the basis of the value of the price-determining factors that apply at the moment that the upward contract variations are carried out. Downward contract variations will be set off on the basis of the value of the price-determining factors that applied at the moment that the Agreement was concluded.



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

12.3 If the balance of the downward contract variations exceeds the balance of the upward contract variations, ID Agro may at the end payment charge 10% of the difference between the two aforesaid balances to the Principal. This provision does not apply to any downward contract variations that are the consequence of a request of ID Agro.

13. IMPLEMENTATION OF THE WORK

13.1 The Principal shall see to it that ID Agro will be able to perform its activities without interruptions and at the agreed times, and that it when performing its activities will have the required facilities at its disposal, such as:

- (a) natural gas, water and electricity;
- (b) heating;
- (c) lockable dry storage space;
- (d) facilities that are required on the basis of the Working Conditions Act and associated regulations;
- (e) properly accessible and levelled building site or location.

13.2 The Principal shall be liable for any damage resulting from loss, theft, burning of or damage to tools, materials and other goods of ID Agro that are present at the place where the activities are performed.

13.3 If the Principal fails to perform his obligations referred to in the previous paragraphs as a result of which a delay occurs in the performance of the activities, the activities will be carried out as soon as the planning of ID Agro allows the same. Furthermore the Principal shall be liable for any damage arising therefrom for ID Agro.

14. COMPLETION OF THE WORK

14.1 Before the final completion first a provisional completion shall take place. ID Agro shall invite the Principal for the provisional completion, and after approval thereof the final completion shall take place.

14.2 The work shall be deemed to have been completed if:

- (a) the Principal has approved the work;
- (b) the work has been taken in use by the Principal. If the Principal takes a part of the work in use, that part shall be deemed to have been completed;
- (c) ID Agro has notified the Principal in writing that the work has been completed, and the Principal fails within fourteen (14) days after the notification to make known in writing whether the work has been approved or not;
- (d) the Principal disapproves the work because of minor defects or missing parts or



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

components that can be repaired or subsequently delivered within thirty (30) days, and that do not stand in the way of taking the work in use.

- 14.3 If the Principal disapproves the work, he shall be held to inform ID Agro thereof in writing within fourteen (14) days while stating the reasons.
- 14.4 If the Principal does not approve the work within fourteen (14) days after completion, he shall give ID Agro the opportunity to complete the work anew. The provisions of this Article shall also apply to that new completion.

15. LIABILITY

- 15.1 ID Agro shall not be liable for any damage suffered by the Principal, unless there is intent or gross negligence on the part of ID Agro that is directly and exclusively the consequence of a failure in the performance that is attributable to ID Agro. Only the damage against which ID Agro is insured, or reasonably should have been insured, shall qualify for compensation, however.
- 15.2 The following types of damage shall not qualify for compensation:
- (a) trading loss, including for example stagnation or standstill damage and loss of profits;
 - (b) supervision damage. Supervision damage inter alia includes damage inflicted by or during the implementation of the contracted work to goods that are worked on or to goods that are located near the place where work is carried out;
 - (c) damage caused by auxiliary persons.
- 15.3 If no cover exists under any insurance, the liability of ID Agro shall in all cases be limited to 50% of the invoice value of the order or instruction from which the liability arises, and/or to an amount of EUR 50,000, whichever of these two amounts is the lowest.
- 15.4 The Principal shall indemnify ID Agro against all claims of third parties for product liability as a result of a defect in a product that has been delivered by the Principal to a third party, and that (also) consisted of products and/or materials delivered by ID Agro.

16. GUARANTEE

- 16.1 ID Agro shall during a period of six months after delivery or completion guarantee the proper execution of the agreed performance, unless provided otherwise in the Agreement.
- 16.2 If the agreed performance consists of a contracting for work, ID Agro shall during the period referred to in paragraph 1 guarantee the soundness of the delivered construction and the used materials, provided it was free in the choice thereof. If it appears that the delivered construction or any of the materials used are defective or not sound, ID Agro shall repair or replace the same. The



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

parts that are to be repaired at ID Agro or replaced by ID Agro will have to be sent to ID Agro carriage paid. The costs of dismounting and mounting these parts and any travel and subsistence expenses incurred shall be for the charge of the Principal.

- 16.3 If the agreed performance consists of processing materials supplied by the Principal, ID Agro shall during the period referred to in paragraph 1 guarantee the soundness of the processing that has been carried out. If it appears that a processing has not been carried out properly, ID Agro shall choose whether:
- (a) it will carry out the processing again. In that case the Principal shall be held to supply new materials for his own account;
 - (b) it will repair the defect. In that case the Principal shall be held to send back the materials to ID Agro carriage paid;
 - (c) it will credit the Principal for a proportional part of the invoice.
- 16.4 If the agreed performance consists of delivering a good, ID Agro shall during the period referred to in paragraph 1 guarantee the soundness of that delivered good. If it appears that the delivery was not sound, the good shall be returned to ID Agro carriage paid. After that, ID Agro shall make the choice whether:
- (a) it will repair the good;
 - (b) it will replace the goods;
 - (c) it will credit the Principal for a proportional part of the invoice.
- 16.5 If the agreed performance (also) consists of the installation and/or mounting of a delivered good, ID Agro shall during the period referred to in paragraph 1 guarantee the soundness of the installation and/or mounting. If it appears that the installation and/or mounting have not been carried out properly, ID Agro shall repair or remedy the same. Any travel and subsistence expenses incurred shall be for the charge of the Principal.
- 16.6 For parts delivered to the Principal by ID Agro the manufacturer's warranty shall apply, unless expressly agreed otherwise in writing. If the Principal has had the opportunity to take note of the contents of the manufacturer's warranty, it shall take the place of the guarantee under this Clause.
- 16.7 The Principal shall in all cases be held to offer ID Agro the opportunity to repair any defects or to carry out the processing again.
- 16.8 The Principal can only make a claim under this guarantee after he has performed all of his obligations towards ID Agro.
- 16.9 No guarantee shall be given for defects that are the consequence of:
- (a) normal wear and tear;
 - (b) inexpert use;



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

- (c) maintenance that has been carried out incorrectly or not at all;
- (d) installation, mounting, changes or repairs by the Principal or by third parties.

16.10 No guarantee shall be given for delivered goods that were not new at the moment of delivery.

17. COMPLAINTS

The Principal can no longer invoke any defect in the performance if he has not lodged a complaint to ID Agro in writing within fourteen (14) days after he discovered or reasonably should have discovered the defect.

18. GOODS OF WHICH DELIVERY HAS NOT BEEN ACCEPTED

Goods of which delivery has not been accepted after the expiry of the delivery period shall be held available for the Principal. Goods of which delivery has not been accepted shall be stored for the risk and account of the Principal. ID Agro can always make use of the right referred to in and conferred by Article 6:90 of the Netherlands Civil Code.

19. PAYMENT

- 19.1 Payment shall be made in the manner as stated in the Agreement, and failing that in a manner to be determined by ID Agro reasonably.
- 19.2 Irrespective of the agreed payment conditions, the Principal shall be held at the request of ID Agro to provide a security for payment that is sufficient in the opinion of ID Agro. If the Principal does not do so within the set period, he shall immediately be in default. ID Agro shall in that case have the right to dissolve the Agreement and to recover its damage from the Principal.
- 19.3 The right of the Principal to set off his claims on ID Agro or to suspend the performance of its obligations is herewith excluded.
- 19.4 The complete claim for payment shall immediately be due and payable if:
- (a) a term of payment has been exceeded;
 - (b) the Principal is declared bankrupt or applies for a suspension of payments;
 - (c) attachment is levied on goods or claims of the Principal;
 - (d) the Principal (legal person) is dissolved or is liquidated;
 - (e) the Principal (natural person) is placed under guardianship or dies.
- 19.5 If payment has not taken place within the agreed term of payment, the Principal shall immediately be due interest to ID Agro. The interest shall be equal to the statutory commercial interest. In the calculation of the interest, a part of a month shall be counted as a full month.



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

- 19.6 If payment has not taken place within the agreed term of payment, the Principal shall be due to ID Agro all extra-judicial costs with a minimum of EUR 50. Those extra-judicial costs shall be set at 10% of the outstanding unpaid amount. If the actual extra-judicial costs are higher, those shall be due.
- 19.7 If ID Agro in legal proceedings is placed in the right for the most part, all costs that it has incurred in connection with those proceedings shall be for the charge of the Principal.

20. RESERVATION OF OWNERSHIP AND RIGHT OF PLEDGE

- 20.1 After delivery, ID Agro shall continue to be the owner of delivered goods as long as the Principal:
- (a) fails or will fail in the performance of its obligations under the Agreement or other similar agreements;
 - (b) does not or will not pay for any activities under such agreements that have been performed or that are still to be performed;
 - (c) has not paid any claims that result from any failure to perform any of the abovementioned agreements, such as damage, fines, interests and costs.
- 20.2 As long as a reservation of ownership rests on delivered goods, the Principal shall not be permitted to encumber those goods outside his normal conduct of business.
- 20.3 After ID Agro has invoked its reservation of ownership, it shall be permitted to call back the delivered goods. The Principal shall allow ID Agro to enter or access the place where the relevant goods are located.
- 20.4 If ID Agro cannot invoke its reservation of ownership because the delivered goods have been mixed or legally confused with other goods, have been deformed or have become another party's property by accession, the Principal shall be held to pledge the new formed goods to ID Agro.

21. DISSOLUTION

- 21.1 If the Principal wants to dissolve the Agreement without there being a failure in the performance of ID Agro, and ID Agro agrees to that, the Agreement shall be cancelled by mutual consent. ID Agro shall in that case be entitled to receive a compensation of all financial damage and loss, including any suffered loss, loss of profits and costs incurred.

22. SECRECY

- 22.1 Unless agreed otherwise, the Principal shall towards ID Agro and suppliers and/or subcontractors of ID Agro be held to keep secret for third parties any information, data and/or records that within the



Constructieweg 8
Postbus 18
8150 AA Lemelerveld
The Netherlands
T: +31(0)572 371404
F: +31(0)847 106627
E: info@idagro.com
I: www.idagro.com

framework of the Agreement with ID Agro come to the knowledge or in the possession of the Principal.

- 22.2 The Principal shall not be permitted to use the information, data and/or records referred to in paragraph 1 otherwise than within the framework of the Agreement concluded with ID Agro.
- 22.3 For each violation as well as for each day that the violation continues, the Principal shall be due to ID Agro an immediately due and payable fine of 1% (one percent) of the purchase or contract sum including VAT. This fine may be claimed beside statutory damages.

23. GOVERNING LAW AND COMPETENT COURT

- 23.1 All Agreements concluded by ID Agro shall be exclusively governed by Dutch law.
- 23.2 The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980 (Vienna Sales Convention), shall apply to any agreements concluded with a foreign (non-Dutch) Principal, if that Agreement comes under the scope of application of the aforesaid Convention.
- 23.3 Any disputes between the Parties shall be settled exclusively by the District Court Oost- Nederland, seated in Zwolle, the Netherlands.