

TERMS AND CONDITIONS TERMONT & THOMAES B.V.

Article 1. Definitions

1. Contractor: Termont & Thomaes (hereinafter referred to as: T&T), established at Hoofdplaatsweg 2 in Biervliet (4521 GK), the Netherlands, being a private limited company.
2. Client: the person who places an order with T&T for the storage or delivery of legumes, grains and seeds, as well as the performance of contract work.
3. Assignment or Order: the request for execution of work given by the client.
4. Storage and Transshipment: the storage of goods and the related activities at the request of the client.
5. Agreement: the agreement between T&T and the client concerning the purchase of grains, legumes and/or various grass seeds, the rental of storage space or contract work by T&T.
6. Contract work: contract work to be executed by order of the client.
7. In writing: in writing, by fax or by e-mail.

Article 2. Applicability

1. These terms and conditions apply to every Quotation, Offer and Agreement of T&T.
2. The applicability of the terms and conditions of the Client are explicitly rejected by T&T.
3. Deviations from the terms and conditions are only binding if they have been agreed upon in Writing in advance.
4. In case a situation arises between parties which is not regulated in these terms and conditions, the situation must be assessed in the spirit of these terms and conditions.
5. If one or more provisions of these terms and conditions are partially or wholly invalid, the other provisions of these terms and conditions will remain in force.
6. T&T has the right to modify the terms and conditions. The new terms and conditions will be announced in Writing.

Article 3. Quotations and offers

1. All Quotations and Offers made by T&T are without obligation, unless a period for acceptance is stated. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 BW is explicitly excluded.
2. The Agreement will be established when parties accept the offer to conclude the Agreement. Client receives, also when verbally accepting the offer, a written confirmation of the Agreement from T&T as from which moment the parties are bound.
3. T&T cannot be held to its offer or quotation if Client can reasonably understand that the offer or quotation, or part thereof, contains an obvious mistake or error.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, T&T is not bound. The Agreement will not be concluded in accordance with this deviating acceptance, unless T&T indicates otherwise.
5. A composed offer does not oblige T&T to execute any part of the Order at a corresponding part of the quoted price.

Article 4. The Order, duration and modification of the Agreement

1. T&T has the absolute freedom in selecting orders. A refusal does not give the right to any compensation.
2. T&T has the right to have certain works carried out by third parties.
3. As far as the parties have agreed upon delivery terms in the Agreement, these terms are, unless explicitly agreed otherwise, indicative.
4. T&T is entitled, for compelling reasons, to amend the Agreement. Client accepts the possibility of amendments to the Agreement, including changes in price and terms of execution.
5. Without being in default, T&T may refuse a request to amend the Agreement. If a request for amendment is accepted, this shall be considered an additional Order whereby T&T issues a new quotation without the original terms and conditions applying to it.

Article 5. Termination of contract, suspension, dissolution and early termination of contract

1. The Order ends when the Agreement has been fully executed or one of the parties terminates or dissolves the Agreement.

2. T&T is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement immediately and with immediate effect, if:

- Client does not comply, does not comply in full or does not comply on time with the obligations arising from the Agreement;
 - Circumstances arise which are of such nature that fulfillment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required of T&T;
 - In the event of force majeure.
3. Client may cancel an Order that has already been confirmed as long as the goods sold and/or services to be provided have not yet been delivered. In this situation, Client is obliged to compensate T&T. Compensation of T&T is fixed 15% of the contracted price (incl. VAT), unless the actual damage exceeds this amount. In that case, Client is obliged to compensate the full damage. Actual damage is considered to be all direct and indirect financial loss, which T&T suffers or will suffer as a result of cancellation of the Order or Agreement.
 4. In the event of liquidation, (application for) suspension of payments or bankruptcy, of seizure – if and insofar the seizure has not been lifted within three months – at the expense of Client, debt restructuring or any other circumstances as a result of which Client can no longer dispose freely of their assets, T&T is free to terminate the Agreement immediately and with immediate effect or to cancel the Order or Agreement without any obligation on their part to pay any compensation or indemnification. The claims of T&T against Client shall in that case be immediately due and payable.

Article 6. Prices

1. Unless otherwise agreed, prices are exclusive of sales tax.
2. For each Order, Client owes T&T a fee equivalent to the amount mentioned in the quote or order confirmation.
3. T&T is always entitled to charge Client price increases caused by government imposed charges and taxes or increases thereof, without Client being able to terminate the Agreement for this reason.

7. Payment, interest and collection fees

1. If Client fails to pay an invoice on time, Client shall be in default by law. Client shall then owe interest at the statutory rate. The interest on the amount due will be calculated from the moment Client is in default until the moment of payment of the full amount is due.
2. If Client is in default or omission in the (timely) performance of its obligations, then all reasonable costs to obtain satisfaction out of court shall be borne by Client. If Client is acting in the course of their profession or business, collection fees shall be set at 15% of the total amount with a minimum of € 500.

8. Delivery on sale

1. Delivery shall take place at the place and time agreed upon by parties and may take place by delivery to Client by (or on behalf of) T&T or collection by Client.
2. If parties have agreed that T&T will deliver or have the goods delivered to Client, Client must be present at the agreed place and time. Client must ensure the delivery location is accessible without any obstacles. Failure to do so may result in additional costs being charged to Client.
3. If parties have agreed that Client will collect the goods, Client must collect the goods at the agreed time. If Client fails to do so, T&T will request Client in Writing to collect the goods within two (2) days. If Client then fails to do so, Client will be in default and T&T will be entitled to dissolve the Agreement of to claim fulfillment and recover damages from Client.
4. Client is obliged to take delivery of the purchased goods at the time they are delivered to them, or at the time they are made available to them according to the Agreement. If Client refuses to take delivery or is negligent in providing information or instructions necessary for delivery, the goods will be stored at client's risk. Client shall in that case owe all additional costs, including at least storage costs. Sold goods shall be at Client's risk from the time of delivery.
5. The delivered quantities and weights, respectively, will be listed by T&T on a packing slip/CMR. If Client has not objected to this within 24 hours of receipt at the latest, the quantity or weight stated on the packing slip/CMR is deemed to correctly reflect the delivered goods.

6. Client must report visible damage and/or defects to the goods in Writing within 24 hours after the goods have been delivered. In the absence of such a report, all claims against T&T regarding damage and/or defects to the delivered goods will expire.

7. If Client fails to fulfill their purchase obligation or payment obligations, T&T is entitled to dissolve the Agreement out of court.

Article 9. Retention of ownership

1. All delivered goods remain the property of T&T until all claims T&T has against Client (including any related (collection) fees and interest) have been paid in full.
2. Before the aforementioned transfer of ownership, Client is not authorized to sell, deliver or otherwise alienate these goods, other than in accordance with its normal business and the normal purpose of the goods. Furthermore, Client is not permitted to pledge these items or to grant third parties any other right thereto as long as the ownership of these items has not been transferred to Client.
3. Client is obliged to store the goods that have been delivered under retention of ownership carefully and as recognizable property of T&T.
4. T&T is entitled to withdraw the goods that have been delivered under retention of ownership and are still present at Client if Client does not pay the invoices on time or has payment difficulties or threatens to have them. Client will at all times grant T&T access to its goods for inspection and/or to exercise the rights of T&T.

Article 10. Storage and transshipment

1. Client is and remains responsible at all times for the correctness and completeness of the supplied transport, storage and transshipment documents supplied.
2. Delivery of goods and regulations regarding storage, safekeeping and handling must take place or be provided with a correct and complete written description of the goods, such as at least the value, the number of packages, the gross weight and all additional details of that nature that the Agreement would not have been concluded or would not have been concluded under the same conditions if T&T had been aware of the true state of affairs.
3. If goods are subject to customs and excise provision to tax regulations or other government regulations, Client must timely provide all information and documents necessary in connection therewith in order to enable T&T to make the relevant statement in order to comply with those provision or regulations.
4. In the event of confirmation or other messages from T&T regarding qualities and quantities of the goods stored and/or transshipped by T&T, T&T may rely on the communications made or documents submitted by or on behalf of Client.
5. All costs, both judicial and extrajudicial, however named, arising from or related to the storage of the goods, will be borne by Client.
6. If Client does not fulfill its (payment) obligation, T&T is entitled not to hand over the goods that have been given for storage as long as Client has not fulfilled their obligation.
7. In consultation, Client has access to the place of storage to be able to see whether T&T is not complying with its obligations as a good custodian. If storage has been agreed for a specific period, if that period is exceeded, the Agreement will be tacitly extended each time for the same period, unless Client has indicated in Writing before expiry of a period that it does not wish to extend any more.
8. T&T is never responsible for the description and/or designation of goods taken into storage.
9. Client is liable towards T&T and/or third parties for damage resulting from incorrect and/or deceptive and/or incomplete descriptions, indications or announcements, as well as for damage resulting from defects in the goods and/or packaging that were not communicated in advance, even if this damage has arisen without their fault.
10. If storage for an indefinite period has been agreed, a notice period of one (1) month applies to Client and T&T.
11. If no storage period has been agreed or if the agreed storage period has expired, T&T can demand repossession with a notice period of one (1) month, but not within three (3) months after the start of the storage.
12. Unless agreed otherwise, T&T is free to choose the place of storage and is at all times authorized to move the good to another storage location.

13. Client may, upon payment of what T&T is entitled to claim from them, subject to the provisions of these terms and conditions, retrieve the goods given into storage at any time.

14. The storage fee is always calculated in full months; a part of a month counts for a full month.

15. If a fixed period of storage is agreed upon, T&T cannot claim that Client retrieves the goods before the expiration of the agreed period.

16. Client remains liable to reimburse T&T for the storage fee up to the day the goods are retrieved.

Article 11. Contract work

1. T&T will take samples of the goods before starting the works and analyze them, after which feedback will be given to Client. T&T will indicate what possibilities there are and to what extent the works can be carried out. The quality of the executed works can never be evaluated based on the Order, but on the basis of the executed analysis and the corresponding feedback.

2. Client is responsible for the delivery of the goods. T&T can never be held responsible for the quality and quantities of the delivered goods.

3. Additional work is calculated based on the value of the pricing factors in effect at the time the additional work is performed.

4. If fewer goods are delivered than agreed, T&T is entitled to recover already incurred costs and loss of sales from Client up to a maximum of the turnover as specified in the Agreement.

5. If the deadline within which the works are to be delivered is exceeded, T&T shall not be liable to pay compensation to Client, unless otherwise agreed by parties in Writing.

6. If the request or progress of the works is delayed by factors, for which Client is responsible, the resulting damages and costs for T&T shall be compensated by Client.

Article 12. Liability

1. Except in the case of intent or gross negligence of T&T, T&T is not liable for any damages.

2. T&T disclaims all liability, to the extent legally permissible, of any kind, including, but not limited to:

- that arises because T&T because T&T relied on incorrect and/or incomplete data provided by or on behalf of Client or arises as a result of any act of omission by Client;

- resulting from situations of force majeure or other circumstances which cannot be attributed to the fault of T&T and which cannot reasonably be attributed to T&T by virtue of Dutch law or generally accepted standards.

3. If T&T should be liable, T&T's liability will in no case exceed the invoice value of the goods, or in the absence thereof, the market value of the goods at the time the damage occurred.

4. T&T is only liable for direct damages related to the Agreement. T&T is never liable for indirect damages, including consequential damages, lost profits, missed savings and damages for business interruption.

5. T&T's liability is limited in its entirety to the amount paid out in the relevant case under the company liability insurance, plus the amount of the excess deductible.

6. In the case of damage to an independent part of the goods or in the case of damage to one or more goods belonging together, any diminution in the value of the other goods or the goods not damaged shall remain unaffected.

7. T&T is permitted to set off the obligation to pay damages against invoices not paid by Client, as well as the resulting interest and costs.

8. Client indemnifies T&T against all claims that third parties allege and exercise against T&T for compensation of damage suffered, costs incurred, lost profit and other expenses that are in any way related to and/or ensue from the performance by T&T of the Agreement.

Article 13. Force majeure

1. In these terms and conditions, force majeure is understood to mean, in addition to what is understood in that area by Dutch law and jurisprudence, any circumstance falling outside the direct sphere of influence of T&T, as a result of which compliance with the Agreement can no longer reasonably be required. Such circumstances include in any case: extreme weather conditions, fire, technical failures, strikes and government measures.

2. T&T also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the

Agreement occurs after T&T should have fulfilled its obligation.

3. If delivery cannot be made due to force majeure, T&T will immediately notify Client.

4. T&T can suspend the obligations under the Agreement during the period that the force majeure continues. T&T is never liable for any damage suffered by Client as a result of this suspension.

5. If this period lasts longer than three (3) months, each of the parties is entitled to dissolve the Agreement by registered letter, without any obligation to pay damages to the other party, without prejudice to the provisions of the first paragraph of this article.

6. Insofar as T&T has already partially fulfilled its obligations under the Agreement at the time of the commencement of force majeure or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, T&T is entitled to charge the already fulfilled or to be fulfilled by separate invoice. Client is obliged to pay this invoice as if it were a separate Agreement.

Article 14. Applicable law and settlement of disputes

1. Dutch law applies exclusively to all legal relationships to which T&T is a party. The applicability of the Vienna Sales Convention is excluded.

2. The disputes in first instance will be settled exclusively by the joined judge of the District Court of Zeeland-West-Brabant, location Middelburg, whereby the possibility of appeal is reserved for both parties.

3. Parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.