

GENERAL CONDITIONS of BIOBEST GROUP NV

Article 1 : Legal Relationship

The customer declares his acknowledgement of these terms and conditions of sale which shall apply unless other written agreements or laws have precedence.

Article 2 : Application

These general terms are applicable to all our offers, agreements and advice which have as their purpose the sale, the delivery of and the payment for all our products, as well as the hiring of the bumblebee colonies.

Article 3 : Prices

- 3.1. All our offers are to be understood without engagement if there are no binding prices stipulated in the agreement. All prices may be subject to alteration due, the occasion and cause of which shall be notified in writing prior to their implementation.
- 3.2. Unless otherwise stated in writing, all our prices include freight and insurance to the place of delivery mentioned in the contract (as stipulated in the DDU-INCOTERMS 1990) and professional support in normal circumstances.
- 3.3. Any official and legally allowed price modifications will automatically apply to the prices mentioned in the contract. Any proportional increase may also apply to a part of the order.
- 3.4. In case of hiring of bumblebee colonies, if it appears that the surface of cultivated crops, vegetables and/or fruits, is larger than that stated in the invoice as the basis on which colonies of bumblebees were delivered, the prices will be increased proportionally. Paid invoices will be modified with retrospective effect. The added amounts will be considered as late and/or nonpayment and will be claimed as stated in Articles 6.4., 6.5. and 6.6. of these General Conditions.

Article 4 : Validity of the Agreement

- 4.1. The validity of all agreements is subject to the receipt by Biobest Group NV of a written order, duly signed by the customer.
- 4.2. The possible non-acceptance of the order by Biobest Group NV will be notified to the customer within the 48 hours after receipt of the order.

Article 5 : Transport and Delivery

- 5.1. Cost of transport and handling is covered by Biobest Group NV, unless otherwise stated.
- 5.2. All goods must be inspected on arrival with respect to quantity and quality, on the basis of apparent defect, and before use. Between the time of arrival of the goods and the time they are put into use, the products must be carefully stored in such a way that no damage can occur to them. All claims must be received before noon the day following receipt. Any claim must be confirmed in writing by fax or registered mail within 48 hours of receipt.
- 5.3. Transfer of risks : The customer will bear all risks of loss or damage of the goods from the time they have been placed at his disposal, either, if the customer collects them, from the moment the goods are transferred in his vehicle, or, if delivered by Biobest Group NV, from the moment they have been unloaded from the carrier at the place agreed upon in the contract.
- 5.4. The supply of goods or services on a later date than the date stipulated for supply, shall never entitle the customer to claim any damages.
- 5.5. Any small and/or insignificant differences in quantities and/or other similar information will not be considered as shortcomings.

Article 6 : Terms of Payment

- 6.1. Unless otherwise agreed in writing, all invoices are to be paid in cash, in the currency of the invoice. The system of payment shall not involve any costs for Biobest Group NV. All payments are to be made in full without deduction in respect of any right of set-off or counter claim.
- 6.2. Cheques and bills of exchange will be considered as payment after their encashment. The drawing and/or accepting of bills of exchange or any other negotiable documents (cheques) does not imply any alteration of or deviation from the General Conditions. The acceptance costs of bills of exchange are to be at the expense of the customer.
- 6.3. In case of hiring of bumblebee colonies, the customer will be invoiced 3 days after the receipt of the first colonies. If, in case of hiring, an invoice has not been settled by the due date for payment, Biobest Group NV has the right not to continue supply. Consequent to further failure to pay the invoice and after due warning, Biobest Group NV has the right to withdraw the delivered colonies.
- 6.4. Any late payment shall incur penalty interest of 2 % per calendar month, or part thereof, from the due date of the invoice, without further notice.
- 6.5. In addition debt collection expenses equal to 10 % of the invoice, with a minimum of € 50,00 will be charged. This compensation is due apart from the moratory interests, the recoverable procedure costs and the possible compensation for material damages and loss of profit. The parties thus agree that this compensation is fixed and cannot be modified, even when the late payment is only partial.
- 6.6. In case of late or non-payment by the customer, the measures mentioned in Art. 6.4. and 6.5. of these General Conditions will be considered as cumulative.

Article 7 : Retention of Title

- 7.1. Contracts covering hiring of bumblebee colonies : Biobest Group NV retains ownership of the colonies. As of the date of delivery, the customer will have the exclusive keeping and care of the colonies. He is thus liable for restitution of the goods. Even in cases of negligence, carelessness and/or omission he will not be allowed to invoke accident or force majeure.
- 7.2. Contracts covering sales : Until fully paid for all goods shall remain the property of Biobest Group NV. However, as of the date of delivery, the customer is fully responsible for the goods (Art. A.5 and B.5 of the D.D.U.-INCOTERMS). In case of cancellation of the agreement, any advance payments will be considered as compensation for costs and loss of profit.

Article 8 : Force Majeure

- 8.1. By Force Majeure, the following non-exhaustive list of circumstances is to be understood : War - rebellion and/or revolt - legal measures from interior and/or foreign authorities which could stand in the way of implementing the agreement - fire - sabotage - strike - transport problems - shortcomings from our suppliers - destruction of our production units - and other unforeseen circumstances which could render the execution of the contract temporarily or definitively impossible.
- 8.2. In case of temporary Force Majeure, the execution of the agreement will be postponed as long as the cause of the Force Majeure will not enable Biobest Group NV to implement the contract. The customer will not be entitled to any indemnification and/or dissolution of the agreement.
- 8.3. In case of persistence of Force Majeure, the customer will have to pay a reasonable proportion of the entire value of the contract, for that part of the contract which has been fulfilled.

Article 9 : Customer's Obligations

- 9.1. The customer commits himself to follow strictly the obligations hereafter :
 - 9.1.1. The hives, containing the bumblebees, shall never be opened nor removed, unless under Biobest Group NV's instructions.
 - 9.1.2. The bumblebees, whether workers, males or queens, are not to be captured, either in or outside the greenhouses or out of their hives.
 - 9.1.3. The bumblebees or the biological agents shall not be used for any purpose other than those for which they were delivered (no breeding).
 - 9.1.4. The bumblebee colonies shall be fed and taken care of according to Biobest Group NV's instructions.
 - 9.1.5. The absence of pesticides, harmful for the bumblebees or for the biological agents, must be carefully controlled. Biobest Group NV is to be informed about the proposed use of chemical products before and during the use of the bumblebees and the biological agents (e.g. predators, parasites, entomopathogens, etc.). The instructions of Biobest Group NV are to be strictly complied with.
 - 9.1.6. If there is slightest doubt about the application or the kind of remedy against pests, Biobest Group NV is to be consulted prior to application.
 - 9.1.7. Biobest Group NV shall be granted the right to control, at any time, how the bumblebees and/or the biological agents are used. These controls are necessary to take the appropriate measures and/or to give advice in case of insufficient pollination intensity and/or insufficient biological agents' results.
- 9.2. Should the above mentioned obligations not be observed, and/or in the event the instructions regarding the use of her products not be followed, Biobest Group NV shall be entitled to stop all deliveries and take the necessary action to claim indemnification for direct or indirect damages. The customer shall not be entitled to indemnification.
- 9.3. The customer commits himself to transmit to his own clients, all instructions, directions, literature, which he received from Biobest Group NV.

Article 10 : Insufficient Pollination - Insufficient Results of the Biological Agents

- 10.1. If the customer is a grower, he is also obliged to :
 - monitor daily the pollination and the results of the biological agents;
 - proceed immediately to vibration or application of hormones if he is of the opinion that pollination is insufficient and that there is a danger of bad fruit set.
- 10.2. When the customer is of the opinion that the results of pollination and/or biological agents are insufficient as a result of either a too small a number or the inferior quality of the bumblebees and/or biological agents, Biobest Group NV is to be informed immediately by telephone the same day. Within 3 days after finding the alleged shortcoming(s), the grower shall have to confirm his findings by writing so that they can, by common consent, be established and/or assessed.
- 10.3. Due to the fact that the results of pollination and fertilisation could be dependant on numerous circumstances beyond pollination and fertilisation, it is impossible for Biobest Group NV to guarantee the final result of the operation. The same principle applies to the result of the biological agents. The risk of insufficient pollination and/or biological agents' results is completely that of the customer. Biobest Group NV can by no means be held responsible for such occurrences.
- 10.4. If the customer wishes a higher pollination intensity than normal, Biobest Group NV can add some more colonies against further payment.

Article 11 : Limitation of Liability

- 11.1. Biobest Group NV may be held responsible for any defect on their products only if the customer has observed all the obligations as agreed upon with Biobest Group NV.
- 11.2. Biobest Group NV disclaims all responsibility for damage caused by bumblebees and/or biological agents to people, animals, plants or objects in and/or outside the glasshouse and/or crop area. The customer is obliged to inform everybody that bumblebee stings can cause serious consequences to persons or animals that are sensitive to them. The customer shall take good care that persons called to set foot in his greenhouses be duly warned of the danger involved.
- 11.3. When Biobest Group NV acts as an intermediary, the granted guarantee will be limited to whatever guarantee has been granted to Biobest Group NV by the supplier or producer.
- 11.4. Biobest Group NV cannot be held responsible for any damage to the bumblebees caused by self-made food and/or food bought elsewhere.

Article 12 : Settlement of Controversies

- 12.1. In the case of dispute arising from the present agreement, the parties agree to try and find a friendly settlement. If the dispute persists, they agree to appeal to the Courts of Law as per Art. 12.2.
- 12.2. Only the Courts of Law situated at the place where the seat of Biobest Group NV is located, are authorized.

Article 13 : Intellectual property

- 13.1. All patents, designs, trademarks, service marks, copyrights and other industrial or intellectual property rights of the Company of whatever nature in respect of the goods, their packaging or other material supplied with the goods shall remain the absolute property of and vested in the Company.
- 13.2. The Customer shall indemnify and keep indemnified the Company against any and all loss, damage, claims, costs and expenses whatsoever suffered or incurred by the Company in connection with any infringement of any patent, trademark, service mark, copyright, or other industrial or intellectual property right of any person in connection with the Company's use or application of any material or information supplied by the Customer in relation to the goods.