



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
MIVENA B.V.
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1. Applicability

- 1.1 These general terms and conditions of sale and delivery applied to all current and future offers and acceptances by which Mivena B.V. ("Mivena") acts as potential or future vendor of goods and services ("products").
- 1.2 The applicability of any other general terms and conditions, such as those of buyer or customer ("buyer") is hereby explicitly rejected and excluded.
- 1.3 Departure from these terms and conditions is only permitted if and insofar as agreed explicitly and in writing. No rights may be derived from any such changes with respect to later offers and acceptances.
- 1.4 Mivena is at all times authorized to amend or supplement these terms and conditions.
- 1.5 These terms and conditions are drafted both in Dutch and in English. In the event of a difference in interpretation, the Dutch text prevails.

2. Contracting and performance of an agreement

- 2.1 All offers of Mivena are without obligation. By accepting an offer, the buyer consents to the conditions of the offer, including these terms and conditions. Samples are only provided by way of indication, without the ultimate product to be delivered having to conform to them.
- 2.2 An agreement between Mivena and the buyer is only contracted after written confirmation by Mivena or upon performance by Mivena. Mivena can refuse orders stating reasons.
- 2.3 Mivena may utilize auxiliaries in the performance of an agreement

3. Transport, weighing, packaging and delivery

- 3.1 Transport will be in a manner selected by Mivena, depending on the specifications of the order, such as delivery period and volume. Unless otherwise agreed, the transport, including loading and unloading, is at the expense and risk of the buyer.
- 3.2 If delivery is made under application of delivery modalities as referred to in the Incoterms, Mivena will indicate this with the abbreviations used in most recently applicable version of the Incoterms. If delivery is made without application of the Incoterms or under different arrangements by agreement, delivery will be made ex factory or Mivena's storage location.
- 3.3 Mivena will adhere to the agreed delivery period to the extent possible, but this delivery period is not qualified as a final deadline. Mivena may, with the consent of the buyer, deliver products to be delivered by Mivena earlier than agreed. The buyer is obliged to enable Mivena to deliver the order to the buyer at the agreed delivery period. Upon failure to do so, after 14 days the buyer is in default by operation of law and Mivena may rescind the agreement without being obliged to pay any form of compensation or damages, or delivery may also be made by having the order ready for shipment at the agreed delivery moment in the Mivena warehouse and, if necessary, storing the order there or elsewhere at the buyer's expense and risk.
- 3.4 Weighing and analysis will be carried out at Mivena. If the buyer so requests, the buyer may be present. Unless otherwise indicated, products will be delivered in bags (PE) of 20 kg and 50 bags per pallet. Bulk delivery will be notified to the buyer in advance, in which case a margin of 7% more or less than the called-up weight will be permitted. So long as notified in advance, orders placed may be delivered in partial deliveries, and invoiced by individual partial delivery.



4. Price, payment and security

- 4.1 The prices as stated on the price list(s) or otherwise published by Mivena on the date of contracting an agreement apply for that agreement. Mivena can maintain an ordering unit of a certain quantity per product.
- 4.2 Prices are in euros unless another currency is agreed, and are exclusive of turnover tax, costs of transport, shipment, packaging and insurance, import and export duties and other levies to be imposed by governmental measure.
- 4.3 The buyer must pay within 30 days after the date of invoice in a manner stipulated by Mivena and without deduction, suspension or offsetting. The buyer must give notice of any objection, in writing and stating reasons, within this term.
- 4.4 If Mivena has well-founded reasons to fear that the buyer will not meet its obligations appropriately or in a timely manner, then immediately upon demand the buyer must pay for the ordered products in advance or, at its own cost, furnish adequate security in a form desired by Mivena, for the fulfilment of all payment and other obligations or to replace or supplement security already furnished.
- 4.5 Upon exceeding the payment deadline or refusing to comply with a request under article 4.4, the buyer owes the statutory commercial interest of article 6:119a, Dutch Civil Code plus 3%, calculated over the outstanding amount of invoice as from the date on which the payment should have been made up to the date of full payment, without prior notification of default being required and without prejudice to the other rights of Mivena. All outstanding invoices become immediately exigible and all consequences of non-fulfilment go into effect immediately.
- 4.6 All costs of collection, both at law and extrajudicially, are to be paid by the buyer. The extrajudicial costs will be at least 15% of the principal and interest.
- 4.7 Payments by the buyer extend firstly to payment of the interest incurred and expenses, and thereafter will be deducted from the oldest portion of the principal.
- 4.8 Without prejudice to any transfer of risk upon completion/delivery, Mivena stipulates a retention of title for all products ordered by the buyer under any agreement whatsoever, as long as Mivena's claims, including interest and costs, are not yet paid in full. As long as any product falls under Mivena's retention of title, the buyer can only have the disposal of the product in the context of its normal business operations. If the buyer is in default of any obligation and under any agreement whatsoever, then Mivena is authorized to recover its products at the buyer's expense. In such cases the buyer must grant its full cooperation with this recovery and grants Mivena the permission to enter the area in use at or for the buyer.

5. Inspection and complaint

- 5.1 The buyer must review and inspect the order delivered immediately upon delivery and in any event no later than within 2 business days.
- 5.2 The buyer must report any visible defect in the order delivered, including any irregularities in quantity, size, weight and type within 2 business days after the delivery, in writing and stating specifics, failing which the buyer loses any claim against Mivena. Complaints on the basis of visible defects can only be registered in regard to products that are still in the state in which they were completed/delivered and that the buyer has returned in this state to the location and in the manner to be agreed with Mivena. Insofar as applicable, all returned products accepted by Mivena become the property of Mivena.
- 5.3 The buyer must report, in writing and stating specifics, any invisible defects as quickly as possible, and no later than within 10 business days after the buyer becomes aware of them or could reasonably have become aware of them, failing which the buyer loses any claim against Mivena.
- 5.4 Minor irregularities accepted in the industry as permissible or unavoidable for technical reasons do not constitute grounds for complaint.
- 5.5 Where a complaint is justified, the products or components of the products to which the complaint pertains will be repaired, replaced or refunded at no cost, at the choice of Mivena.
- 5.6 Claims of the buyer based on the defects observed as referred to above expire after the lapse of 1 year after the date of delivery.



6. Instructions, administration and recall

- 6.1 The buyer must comply with and act in accordance with all instructions of Mivena on (including at a minimum, but not limited to) storage, use and after-care in accordance with all product information, user guides and instructions, and supplemental documentation supplied by Mivena. If applicable, the buyer must impose this obligation on third parties it engages and purchasers of the products.
- 6.2 The buyer may not change, obscure, remove or otherwise alter the markings, warnings, instructions or information Mivena places on its products, labelling and packaging. In the event of resale, all instructions and other information and documentation delivered must be supplied with the product in their original state.
- 6.3 Any samples made available may not be sold to third parties or used for any purpose other than the purpose for which Mivena provided them.
- 6.4 To the extent possible, the buyer must at all times conduct administration of the products adequate to determine at any moment necessary or desired where each individual product is located and whether any instructions have been fully complied with.
- 6.5 If a product delivered by Mivena must be taken off the market as a result of governmental order or for reasons of public health hazard or other potential harmful consequences, the buyer must either return this product immediately upon demand (product recall) or keep all stocks of the product (blocking). The returned product must be in the state in which it was upon delivery by Mivena.
- 6.6 Insofar as the product under recall or blocking is no longer under the control of the buyer, the buyer must do everything reasonably possible to achieve the return of the product or to prevent the product from going on the market or staying on the market.
- 6.7 In the event of a recall or blocking of the product the buyer must immediately and strictly comply with all instructions and time periods. The buyer is liable to Mivena for the consequences of failure to meet these obligations. This liability is not subject to prior notice of default, and the buyer indemnifies Mivena for claims of third parties resulting from the failure to comply with the instructions and time periods referred to above.
- 6.8 Mivena is authorized to retain possession of the returned products at no cost to prevent the compromised product from entering the market.
- 6.9 Costs reasonably incurred by the buyer in connection with a recall or blocking will only be compensated by Mivena if they are established in advance on the basis of a written and documented invoice provided by the buyer.

7. Liability

- 7.1 Mivena warrants the quality of the products delivered up to the expiration date identified on the product.
- 7.2 Mivena does not in any way warrant the absence of defects that are the consequence of the compliance with any governmentally prescribed provision of mandatory law concerning the nature or quality of the raw materials used in the products delivered and methods applied to the products delivered. Mivena grants to the buyer no warranty on products or components of products obtained from third parties beyond what these third parties have extended to Mivena.
- 7.3 Under no circumstances can the buyer claim compensation of damages from Mivena insofar as these damages are the result of the injudicious use of the product or any action by the buyer, a third-party engaged by the buyer or a customer of the buyer in violation of the product information or user guides provided by Mivena .
- 7.4 Mivena is not liable for damages caused by intent or gross negligence of its subordinates and/or non-subordinates whose conduct Mivena bears liability for under the law. Mivena's liability for acts or omissions of the aforesaid subordinates and/or non-subordinates is in all cases limited to the amount paid under Mivena's liability insurance(s).
- 7.5 Barring losses to crops caused by a product and proven by the buyer as a result of growth problems, production loss and diminishment of quality, reduced weight gain and/or the failure to achieve adequate cultivation results, Mivena is under no circumstances liable for indirect losses or consequential loss by the buyer or third parties, including (but not limited to) lost profit, losses



suffered and costs incurred, missed orders and missed savings, damages due to production or operating interruptions, stagnation or nonmaterial damages.

- 7.6 Mivena's obligation to compensate damages is in all cases limited to the damages for which Mivena is insured and up to the amount that the insurer pays in the incident in question plus Mivena's deductible as stated in the policy sheet.
- 7.7 If for any reason whatsoever Mivena does not invoke the limitation of article 7.6, the obligation to compensate damages is limited to a maximum of €50,000.
- 7.8 The limitations of liability referred to in this article 7 are without prejudice to provisions of mandatory law in connection with product liability.

8. Indemnification

- 8.1 The buyer indemnifies Mivena for all claims of third parties relating to compensation of damages resulting from failure to fulfil any obligation of the buyer towards Mivena and/or where liability for these damages is excluded under article 7.
- 8.2 If Mivena is held liable by a third party for damages relating to any agreement with the buyer, then upon demand and insofar as reasonably possible the buyer will assist Mivena in defending against such a claim, for example by providing information.

9. Suspension and dissolution

- 9.1 If the buyer in any way fails in the fulfilment of any obligation towards Mivena, or in the event of provisional or definitive suspension of payments or bankruptcy of the buyer (or an application to that effect), or if the buyer loses any or all of the free disposal of its assets, or if the buyer ceases its business activities or transfers them to another country, or if the buyer is liquidated or dissolved, or if a change occurs in the legal or natural persons who have control over determining the management and policy of the buyer, or if the buyer loses any permit(s) required for the performance of the agreement(s) with Mivena, then without prejudice to the other rights accruing to Mivena and without any other obligation to pay compensation of any damages, Mivena is authorized to rescind the agreement(s) in whole or in part and with immediate effect, or to suspend the performance or further performance of the agreement(s) with immediate effect and without prior notice of default or judicial intervention being required.
- 9.2 If one of the circumstances referred to in article 9.1 arises, then without prejudice to Mivena's other rights all amounts owed by the buyer to Mivena under any title whatsoever becomes immediately exigible.
- 9.3 If Mivena attributably fails towards the buyer, the buyer is authorized to rescind the agreement, but only the portion of the agreement to which that failure pertains, only if the failure is fundamental in nature and only when the buyer has notified Mivena in writing of default stipulating a reasonable term to remedy the failure or perform the agreement.

10. Force majeure

- 10.1 If the proper fulfilment by one of the parties is partially or fully impossible, whether temporarily or permanently, as the result of one or more circumstances not attributable to that party, including the circumstances referred to below at article 10.2, then the other party and Mivena are each authorized to fully or partially rescind the agreement(s) existing between the parties without being obliged to pay compensation of any damages. If the impossibility is temporary, the agreement may be fulfilled at a later moment to be agreed between the parties unless fulfilment at a later time is no longer of value to the other party. If the temporary impossibility lasts longer than a consecutive period of 6 months, the other party and Mivena are each authorized to rescind the agreement without being obliged to pay compensation of damages.
- 10.2 Circumstances that in any event are not attributable to one of the parties are: conduct, insofar as attributable to intent or gross negligence, of persons used in the performance of the agreement between the parties; unsuitability of or shortage of products delivered by third parties intended for the performance of the agreement between the parties; strikes, import/export/transshipment prohibitions, transport problems, nonfulfilment of the obligations by vendors of Mivena, disruptions in production, natural and/or atomic disasters and war and/or threat of war, and everything defined in the law as force majeure.



11. Applicable law and competent court

- 11.1 These conditions are governed exclusively by Dutch law. The UN Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, does not apply.
- 11.2 Any disputes that may arise between Mivena and the buyer resulting from or in connection with an agreement or its performance or in connection with these terms and conditions will be adjudicated:
- a. in all cases in which (i) the buyer is established in the Netherlands, or either (ii) the EEX Regulation or (ii) the EVEX II Convention applies, the competent court in Zeeland-West-Brabant, location Breda (Netherlands), to the exclusion of all other forums. This choice of forum does not diminish Mivena's authority to put the dispute to the court competent pursuant to the law or international convention that would be competent to adjudicate the dispute in question in the absence of this choice of law; and
 - b. in all other cases, in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute. The arbitral tribunal will consist of one arbitrator. The place of arbitration will be Rotterdam. The arbitration procedure will be conducted in English. The arbitral tribunal will decide according to the rules of Dutch law. Consolidation of the arbitration proceedings with other arbitration proceedings as provided for in article 1046 of the Dutch Code of Civil Procedure and article 39 of the Arbitration Regulations of the Netherlands Arbitration Institute is excluded.

Approved on by

Name:

Signature: