

Extract from the General Terms and Conditions of Sale of Agaris Belgium NV

Article 1: Scope of application

- 1.1 All agreements concluded between Agaris Belgium NV, a company incorporated under Belgian law with registered office at Skaldenstraat 7a, 9042 Ghent (hereafter referred to as “the Seller”) and the customer (hereafter referred to as “the Buyer”) are governed exclusively by the present terms and conditions, unless expressly agreed otherwise in writing.
- 1.2 The Buyer acknowledges having read these terms and conditions, and expressly waives the applicability of his own terms and conditions.
- 1.3 By placing an order, the Buyer accepts the present General Terms and Conditions of Sale of Agaris Belgium NV, as well as the prices and the description of the products and services offered for sale.
- 1.4 Any departure from the present general terms and conditions must be expressly confirmed or accepted in writing by the Seller. In such a case, the unmodified general terms and conditions of sale always remain in full effect.
- 1.5 The Seller is at all times entitled to modify its general terms and conditions if changes are made by the proper authorities to the imposed obligations, standards and permits.

Article 2: Price, payment and late payments

- 2.1 Each quotation issued by the Seller is without engagement in every respect and cannot be accepted as an offer. The provided prices and quotations are purely indicative and not binding for the Seller. The Seller reserves the right at any time, and this up to the moment of acceptance of the order, to modify the agreed prices. (...).
- 2.2 The prices are calculated on the maximum load of the transports. A quantity surcharge is charged on deliveries below the maximum load or having a value beneath a minimum value. The minimum value and the quantity surcharge can be requested from the Seller.
- 2.3 Invoicing shall take place immediately after delivery and for bulk products the quantity is determined according to the European standard 12580.
- 2.4 Each invoice shall be considered as having been accepted by the Buyer unless protested by registered letter within 8 days.
- 2.5 The amount of the invoices is always payable in cash at the registered office in the indicated currency and without discount, unless stipulated otherwise and mentioned in writing.
- 2.6 Unless otherwise mentioned, all invoices are payable within 30 days after the invoicing date.

- 2.7 In the event of non-payment of an invoice or bill of lading on the set due date, without prior formal notice of default:
- 2.7.1 A lump-sum fee of 10 % of the owed sum, and this with a minimum of 50 euros, shall be charged ipso jure.
- 2.7.2 Interest of 1 % per month shall be charged as of the due date.
- 2.7.3 Immediate payment is required of all amounts, whether or not already due, regardless of the date of payment that is stipulated.
- 2.8 Any delay of payment gives to the Seller, ipso jure and without any formal notice of default being necessary, purely and exclusively by the fact that the payment deadline has been exceeded, the full right to suspend any sale in progress, also those where the goods have not yet been delivered, or to dissolve said sales, at the Seller's option; and the Seller also retains the right to take back goods that were already delivered or which are in the process of shipment.
- 2.9 The Buyer acknowledges having taken cognisance of and having accepted the right of the Seller to calculate a percentage fuel surcharge on the transport prices (the "Diesel surcharge") as mentioned in the quotation and moreover expressly agrees with the application and content thereof (including the method of calculation).

Article 3: Delivery, delivery period and transport

- 3.1 Unless otherwise agreed in writing, the goods are always delivered ex works. The Buyer is responsible for the transport. For transport and carriage-paid deliveries, reference is made to the Supplementary Terms and Conditions of Transport of Agaris Belgium NV.
- 3.2. The delivery periods are only provided by way of information. They are respected as much as possible, but are under no circumstances binding for the Seller. Under no circumstances can any delay in the delivery give rise to damages or interest from the Seller.
- 3.3 In so far as not expressly agreed otherwise, the risk of loss of or damage to the goods rests on the Buyer as of the moment of shipment, even in the case of carriage-paid shipment.
- 3.4 If the goods, regardless of the agreed manner of transport and delivery, are held ready for pick-up for the Buyer and the Seller has communicated this to the Buyer, the Buyer is bound to make the pick-up immediately. If delivery is made on call, the Buyer is bound to make the pick-up without summons or formal notice of default, at the latest on the last day of the period in which the call could be made. Non-fulfilment of the pick-up obligation gives the Seller the right to store the goods for the account and at the risk of the Buyer, respectively to keep them stored, and to invoice the Buyer without that thereafter payment can be refused due to the pick-up not yet having been made.
- 3.5 The goods shall remain the property of the Seller until the price and the additional services are paid in full, even if the goods are converted into other goods or sold to a third party.

Article 4: Liability and indemnification

- 4.1 Any information, oral or written, provided by the Seller is without obligation and not binding and does not release the Buyer from his obligation to gather further information. The Seller cannot be held liable if the Buyer or a third party should be harmed as a result of the giving of any information. The Buyer is also deemed to know the international and national Laws and other regulations, so that the Seller cannot be held liable for any violations of the aforementioned regulations.
- 4.2 The full liability of the Seller for any damage claim or demand of the Buyer will be in any case limited to the total invoice amount of the delivered goods in question that is made to the Buyer and which gave rise to such a damage claim or demand.
- 4.3 All risks to which the goods could be exposed are borne by the Buyer as of the conclusion of the purchase agreement.
- 4.4 The Buyer declares and guarantees that the use of the delivered goods shall not be in conflict with any law or regulation. The Buyer agrees to indemnify the Seller, its personnel, agents and employees against and hold them harmless from any form of damage that the Seller could suffer as a result of the Buyer's failure to comply with the above-mentioned obligation.

Article 5: Representation

- 5.1 Absolutely no person or representative has the right to impose on the Seller other obligations on the sale of the goods. If not provided by a special written authorisation signed by an authorised agent of the company, our agents or representatives have no authority to bind the company nor to give release or discharge in its name.

Article 6: Guarantee

- 6.1 Since the Seller cannot exercise any supervision over the manner in which the delivered goods are stocked and used, the Seller does not offer any guarantee on the use or the result of the delivered goods.

Article 7: Complaint procedure

- 7.1 The Buyer is obliged to inspect the product upon delivery and before the unloading, as well as to verify the quantity of the delivered product.
- 7.2 For potting soils, turf products and their mixtures delivered in bulk, the volume established upon loading on the Seller's site is determinative for the indication of the right quantity. The Buyer or his representative is always allowed to be present during the loading of the means of transport at the Seller's worksite. Given the nature of the material, a difference of 10 % between the volume established during loading at the Seller's worksite and/or its producer

and the volume upon arrival at the customer's must be regarded as normal. The Seller determines this volume in accordance with the European Standard 12580.

- 7.3 Each delivery shortage, visible defect or instance of damage must be established in writing by the Buyer upon the delivery in the presence of the transporter by making a reservation on the consignment note. Afterwards, if this has not taken place, the Buyer is deemed to have accepted the delivery with regard to quantity and the visible defects, and no complaints about these will be accepted any longer.
- 7.4 The Seller is under no circumstances liable for the colonisation of organisms or fungi in the delivered products, nor for any damage deriving therefrom.
- 7.5 All complaints or protests must be made in writing in order to be admissible.
- 7.6 The liability of the Seller for any concealed defects in the delivered products is limited to defects that manifest themselves within one week after the delivery of the goods. Any concealed defects must, on pain of lapse of recourse, be notified by registered letter from the Buyer to the Seller immediately, and at the latest within 3 days after discovery of the defect. This notification must include a detailed description of the defect.
- 7.7 When assessing whether a delivery falls outside the admissible limits, an average from the delivery must be taken.
- 7.8 A complaint does not under any circumstances suspend the payment obligation.
- 7.9 If the complaint is determined to be well-founded, the Seller shall at its option grant a reasonable price reduction, take back the goods, or arrange for redelivery at its own expense. A possible return shipment of the goods may take place only after the written approval of the Seller.
- 7.10 The Seller is never obliged to compensate more than the invoice value of the goods in question and its intervention for the harm suffered by the Buyer is limited to a maximum of this amount.

Article 8: Packaging

- 8.1 The guarantee of the packaging and of the EUR pallets is charged together with the goods. The guaranteed packagings and EUR pallets remain the property of the Seller. Only EUR pallets that meet the exchangeability criteria for EUR pallets drawn up by the European Pallet Association are taken back by the Seller at the moment of delivery of other goods. The reimbursement of the guarantee shall in any case be reduced by the use, cleaning and recycling costs.
- 8.2 The Buyer can also always send/bring pallets back to the Seller's warehouse.
- 8.3 In the event of non-return within a reasonable term, the Seller reserves the right to refuse acceptance and to charge them to the Buyer at the replacement value of the day.
- 8.4 Unguaranteed packagings are not taken back.

- 8.5 In accordance with the European Directive 2004/12/EC and the national laws deriving therefrom, the customer must at the time that the packages of products are put on the market under their own brand himself make a declaration in accordance with the rules that are in effect on his own territory. The customer must communicate the quantities of the packages put on the market to the authorised organisations and shall at the same time assume responsibility for paying the fee for the pickup and recycling of these packagings.

Article 9: Dissolution

- 9.1 If the Buyer fails to meet its purchase or other obligations, the Seller is entitled to terminate the agreement/contract. In the event that the contract is dissolved through the action of the Buyer, the Seller has the right to a lump-sum compensation equal to 20 % of the value of the contract, under reservation of increase if the damage actually suffered is higher. In the event of force majeure, the Seller has the right, at its option, to suspend the execution of the agreement for the duration of the force majeure, or to dissolve the agreement for the not-yet executed part thereof, without it being obliged to pay any compensation to the Buyer.
- 9.2 The Seller reserves the right to dissolve the agreement without prior formal notice of default, without court intervention and with immediate effect in the event of bankruptcy or manifest inability to pay on the part of the Buyer.
- 9.3 If, in the course of the agreement, circumstances arise that are unforeseeable or which are not included in the agreement, which affect the contractual equilibrium of the agreement to such an extent, or which impose an incommensurate burden on the Seller, the parties shall once again negotiate about the conditions of the contract so that the agreement can be executed in a normal and restored contractual equilibrium. This provision is not applicable to the circumstances that constitute force majeure.

Article 10: Dispute resolution and applicable law

- 10.1 The agreement and any non-contractual obligation that may arise out of or in connection therewith or with the performance thereof, will be governed entirely and exclusively by the laws of Belgium. The competent court of the place of the registered office of Agaris Belgium NV shall have non-exclusive jurisdiction to settle all disputes arising from the agreement, in the sense that Agaris Belgium NV, at its sole discretion, is also allowed to initiate proceedings against the customer in any other court in any other country that would be competent without the aforementioned choice of forum, whereas the customer can only file suit against Agaris Belgium NV before the competent court at the place of the registered office of Agaris Belgium NV.
- 10.2 (...)
- 10.3 If an article of these conditions should prove to be in conflict with the law, only that article shall be regarded as null and void.

10.4 If an article is declared to be null and void, the Seller and the Buyer shall ensure that the invalidated clause is replaced by a valid one which, within the legal limits, has the same effect.