

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FARMLABO B.V.

All agreements you conclude with FarmLabo B.V. are subject to these general terms and conditions of sale and delivery (hereinafter: the **Terms of Sale**). Please read them carefully so that you know what you can expect from us. You can save and/or print these terms and conditions for future reference.

TABLE OF CONTENTS:

Article 1 - Definitions
Article 2 - Applicability
Article 3 - Conclusion of the agreement
Article 4 - Price
Article 5 - Payment
Article 6 - Delivery
Article 7 - Inspection/Approval
Article 8 - Retention of title
Article 9 - Advice and regulations
Article 10 - Intellectual property rights and confidentiality
Article 11 - Liability and insurance
Article 12 - Warranty
Article 13 - Force majeure
Article 14 - Termination
Article 15 - Disputes and applicable law

ARTICLE 1 - DEFINITIONS

In these Terms of Sale - which are also filed with the Chamber of Commerce in Eindhoven - the following definitions apply:

Buyer: the (legal) person who enters into an Agreement with FarmLabo;

FarmLabo: FarmLabo B.V., having its registered office in Vorstenbosch and place of business in (5476 VW) Vorstenbosch at Derpt 14, registered in the trade register of the Chamber of Commerce under number 90806433, or any entities affiliated to it;

Agreement: any agreement, request, order confirmation, quotation or offer to deliver (or have delivered) a product and any related legal act between FarmLabo and a Buyer; and

Parties: Buyer and FarmLabo jointly.

ARTICLE 2 SCOPE OF APPLICATION

- 2.1 These Terms of Sale apply to all Agreements, and all other related legal acts of and with FarmLabo form part thereof.
- 2.2 Applicability of the Buyer's general terms and conditions is hereby expressly rejected. Deviation from these Terms of Sale can only be made by written agreement between the Parties. In case of conflict between these Terms of Sale and other general terms and conditions accepted by FarmLabo, the Terms of Sale shall prevail.
- 2.3 FarmLabo may unilaterally amend these Terms of Sale at any time, provided the Buyer is notified one (1) month before the amendment becomes effective. Such an amendment shall also have legal force with regard to already existing agreements.
- 2.4 If one or more provisions of these Terms of Sale are found to be invalid or set aside by a court, the remaining provisions shall remain in full force and effect.
- 2.5 In case of conflict between the (interpretation of the) Terms of Sale in Dutch and the Terms of Sale in English, the Terms of Sale in Dutch shall prevail, or the interpretation of the Terms of Sale in Dutch shall prevail.

ARTICLE 3 - CONCLUSION OF THE AGREEMENT

- 3.1 All FarmLabo offers and quotations may be revoked by FarmLabo at any time.
- 3.2 Agreements are concluded by written acceptance of an offer, or upon issuing an order confirmation to the Buyer, or as soon as FarmLabo proceeds to deliver (or have delivered), or as soon as FarmLabo starts any relevant activities.

- 3.3 Any inaccuracies in FarmLabo's order confirmation must be notified to FarmLabo in writing within 3 days from the date of the order confirmation, failing which the order confirmation shall be deemed to represent the Agreement accurately and completely, and the Buyer shall be bound by it.
- 3.4 An agreement can be cancelled by the Buyer up to 7 days before the scheduled delivery date, on the understanding that FarmLabo is entitled to charge the Buyer 20% of the amount owed by the Buyer under the Agreement. Cancellation of the Agreement by the Buyer within 7 days before the scheduled delivery date is not permitted. In this case, the Buyer is obliged to pay the cancellation fee in accordance with Article 5.1.

ARTICLE 4 - PRICE

- 4.1 Prices are exclusive of VAT and any other taxes, (import and export) duties and inclusive of transport costs, unless expressly agreed otherwise in writing.
- 4.2 The prices charged by FarmLabo are based on the price determining factors known at the time of the offer. FarmLabo is entitled to adjust its prices to any changes in price determining factors, such as raw material prices, energy prices, transport prices, wages, price changes by suppliers, currency exchange rates and government levies, which may occur in the period between the conclusion of the Agreement and delivery or payment.

ARTICLE 5 - PAYMENT

- 5.1 Unless otherwise agreed, payment must be made within 14 days of the invoice date. If this term is exceeded, the Buyer is then, without notice of default being required, legally in default from the due date of the invoice, and FarmLabo is entitled to charge the statutory commercial interest pursuant to Article 6:119a of the Civil Code.
- 5.2 In case a situation as described in Article 5.1 occurs, FarmLabo is entitled to dissolve the Agreement with immediate effect and to claim damages.
- 5.3 FarmLabo is entitled to demand full or partial prepayment and/or accept security for payment.
- 5.4 The Buyer is not entitled to suspend any payment under the Agreement or to set off any payment against any claim, regardless of the enforceability of that claim, against FarmLabo.
- 5.5 If collection measures are taken, the Buyer is liable for the actual collection costs and the actual costs of legal assistance incurred by FarmLabo.
- 5.6 Notwithstanding Article 3:307 of the Dutch Civil Code, a claim of the Buyer for fulfilment of an obligation under the Agreement shall lapse three (3) years after the commencement of the day following the day on which the claim became due and enforceable.

ARTICLE 6 - DELIVERY

- 6.1 The products purchased by the Buyer will be delivered by FarmLabo itself or by a third party to be appointed by FarmLabo unless the Parties agree otherwise in writing. The Incoterms 2020, or in any event the most recent version of the Incoterms, apply to the delivery.
- 6.2 Any delivery date provided by FarmLabo is indicative and does not constitute a fixed deadline. If a delivery date or term is exceeded by FarmLabo, the Buyer is not entitled to compensation for direct or indirect damage and the Buyer is not entitled to refuse to fulfil his own obligations or to suspend any obligation, or to terminate or dissolve the Agreement.
- 6.3 FarmLabo is not obliged to deliver until after the invoice (and any other outstanding invoices) has been paid by the Buyer.
- 6.4 The Buyer is responsible for providing the correct location details and for ensuring that delivery can take place at the location.
- 6.5 The Buyer must accept the delivery, with due observance of clause 7 of the Terms of Sale. If the Buyer does not accept the delivery, FarmLabo will take care of temporary storage of the product - at the expense and risk of the Buyer -, the costs of which will be charged to the Buyer.

ARTICLE 7 - INSPECTION/APPROVAL

- 7.1 The Buyer shall immediately inspect the delivered product upon delivery and inspect whether it complies with the Agreement. In the absence of such an inspection, the delivered product shall be deemed to be in accordance with the Agreement.
- 7.2 Any shortcoming in the fulfilment of the Agreement must be notified in writing to FarmLabo within 24 hours after delivery. In the absence of such notification, the rights of the Buyer shall lapse.

- 7.3 Hidden defects must be reported by the Buyer to FarmLabo in writing, providing as much detail as possible, within 2 working days after their discovery, but at the latest within 7 days after delivery. In the absence of such notification the rights of the Buyer shall lapse.
- 7.4 After detecting a shortcoming or defect with regard to the product or the delivery, the Buyer is obliged to take all possible measures to limit damage.
- 7.5 The costs for returning goods are at the expense of the Buyer unless they are returned immediately upon delivery by the Buyer or unless otherwise agreed in writing. If goods are returned without prior permission from FarmLabo, their transport shall be at the expense and risk of the Buyer.

ARTICLE 8 - RETENTION OF TITLE

- 8.1 Any product delivered by FarmLabo remains the property of FarmLabo until the Buyer has fulfilled all the following obligations under all Agreements concluded with FarmLabo:
 - (a) the consideration(s) due for the product delivered or to be delivered; and
 - (b) any claims for non-fulfilment by the Buyer of any Agreement(s) concluded with FarmLabo.
- 8.2 Any product delivered by FarmLabo that is subject to retention of title by virtue of this clause 8 may only be resold as part of the Buyer's normal business activities. The Buyer is not entitled to encumber, process, hand over to third parties or establish any other right in the delivered goods.
- 8.3 If the Buyer fails to fulfil his obligations towards FarmLabo, FarmLabo is authorised to immediately take back the goods subject to retention of title. At FarmLabo's first request the Buyer shall grant FarmLabo immediate access to buildings and/or land, of which the Buyer is the owner or manager, so that FarmLabo can reclaim its property.
- 8.4 The buyer shall inform FarmLabo immediately if a third party seizes, or intends to seize, goods delivered by FarmLabo subject to retention of title.

ARTICLE 9 - ADVICE AND REGULATIONS

- 9.1 FarmLabo provides advice and technical support with respect to the products to the best of its ability. FarmLabo is not liable for any damage resulting from the technical support or advice with regard to the application of the products, except in case of intent or deliberate recklessness.
- 9.2 The Buyer is obliged to use the product in accordance with the User Guide. Deviating use of the product shall result in the loss of the Buyer's rights in respect of the product, including but not limited to rights to conformity and warranty.
- 9.3 Measuring errors may occur with regard to results that can be read by or from the FarmLabo products: these deviations in the results are unavoidable and are hereby accepted by the Buyer. Any consequences of incorrect results or results interpreted incorrectly by the Buyer and any actions or steps taken by the Buyer as a result shall be at the expense and risk of the Buyer.

ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 10.1 All intellectual property rights relating to information and/or documentation created, provided and/or made accessible in the context of the Agreement remain the exclusive property of FarmLabo or its suppliers. Without prior written permission of FarmLabo the Buyer is not allowed to publish or duplicate this information and/or documentation. The Buyer may in no way infringe on the intellectual property rights of FarmLabo and its suppliers or damage these rights.
- 10.2 Except with FarmLabo's prior written consent, the Buyer shall keep confidential all FarmLabo information received by the Buyer under this Agreement. The Buyer guarantees that he will not provide this information to third parties or make use of it outside the purpose of the Agreement.
- 10.3 This clause 10 shall continue to apply in full, even after the Agreement has been fulfilled.

ARTICLE 11 - LIABILITY AND INSURANCE

- 11.1 FarmLabo is not liable for any damage of the Buyer unless it is caused by intent or deliberate recklessness on the part of FarmLabo.
- 11.2 If it appears that FarmLabo has not properly performed one or more obligations under the Agreement, FarmLabo may choose with regard to that performance whether it will:
 - (a) proceed with repair or replacement; or

- (b) credit the Buyer for a reasonable and fair portion of the invoice.
- 11.3 FarmLabo's liability risk is always limited to the invoiced amount paid by the Buyer as part of the Agreement under which the shortcoming occurred or - if the damage is covered by insurance - the amount of the cover of FarmLabo's (liability) insurance. FarmLabo is not liable for indirect or immaterial damage, such as, but not limited to, consequential, or standstill damage and loss of income/margin and profits, loss of customers and image damage and/or goodwill.
- 11.4 The Buyer shall indemnify FarmLabo against claims by third parties, such as employees, suppliers and customers of the Buyer, arising from and/or related to the product delivered by FarmLabo, including but not limited to claims on account of infringement of intellectual property rights of third parties.
- 11.5 The Buyer shall compensate all damages suffered by FarmLabo because of the Buyer's failure to comply with the Terms of Sale or the Agreement.
- 11.6 The Buyer's right to hold FarmLabo liable lapses one year after the Buyer has become aware, or at least should have become aware, of the shortcoming or damaging fact.
- 11.7 Nothing in these terms and conditions excludes or limits FarmLabo's liability for death or personal injury caused by FarmLabo's negligence or for fraud or fraudulent misrepresentation.

ARTICLE 12 - WARRANTY

- 12.1 FarmLabo grants a warranty period of 1 year from the date of delivery, except for wearing parts, on the understanding that only defects which come to light during normal use, and which can be attributed to FarmLabo as being faulty will be repaired or replaced by FarmLabo. An expiry date may apply to certain products, in which case FarmLabo's warranty period shall be equal to the expiry date.
- 12.2 Excluded from the warranty are in any case defects that are wholly or partly the result of:
 - (a) normal wear and tear;
 - (b) adjustments or operations carried out by the Buyer or third parties;
 - (c) the product's expiry date;
 - (d) non-observance of maintenance instructions or other information provided by FarmLabo to the Buyer; or
 - (e) materials, items, working methods and the like applied at the instruction of the Buyer.
- 12.3 If the Buyer does not, not properly or not timely comply with any obligation incumbent on him under the Agreement and affecting the warranty, FarmLabo is not bound by any obligation - by whatever name.
- 12.4 If the Buyer proceeds to dismantle, repair or perform other work on the goods without prior written approval from FarmLabo, any claim under the warranty shall lapse.

ARTICLE 13 - FORCE MAJEURE

- 13.1 Force majeure includes (but is not limited to) work stoppages and absenteeism at or of FarmLabo and its auxiliary persons, as well as government measures, problems at FarmLabo's suppliers, raw material deficiencies, weather conditions and causes other than those over which FarmLabo has reasonable control.
- 13.2 If FarmLabo is temporarily unable to fulfil its obligations under the Agreement due to force majeure, it is entitled to suspend its obligations in whole or in part for as long as the force majeure continues, without any obligation to pay damages to the Buyer.
- 13.3 If FarmLabo is permanently unable to comply with the Agreement due to force majeure, it has the right to dissolve the Agreement in whole or in part without the Buyer having any claim to compensation towards FarmLabo.

ARTICLE 14 - TERMINATION

- 14.1 FarmLabo may suspend or dissolve all Agreements between FarmLabo and its Buyer, or at least an Agreement in whole or in part, immediately, without prior notice of default and without being liable for any compensation towards the Buyer, if:
 - (a) (an application for) suspension of payments or bankruptcy of the Buyer has been filed;
 - (b) the Buyer's business is terminated or (the control thereof) is transferred;
 - (c) a garnishee order is served on FarmLabo for reasons attributable to the Buyer;

(d) the Buyer - after prior notice of default and except as otherwise provided in these Terms of Sale - breaches any obligation under the Agreement or these Terms of Sale.

14.2 In addition, FarmLabo is entitled to dissolve this Agreement if an agreement with its essential supplier(s) or contractor(s) is terminated for any reason and no suitable replacement can be found for those supplier(s) or contractor(s).

ARTICLE 15 – DISPUTE RESOLUTION AND APPLICABLE LAW

15.1 All disputes existing between the Parties shall be settled exclusively by the competent court of the District Court of East Brabant.

15.2 These Terms of Sale, the Agreement, as well as related agreements, declarations and other obligations arising from the law that are connected or related to these Terms of Sale and/or the Agreement, are governed by Dutch law. The applicability of the Vienna Sales Convention is hereby excluded.
