

CERADIS BV

General Conditions of Delivery of Goods and for Rendering Advice of Ceradis BV



as laid down at the trade register of the Chamber of Commerce of Arnhem, The Netherlands under number 09156772.

Interpretation

In these Conditions:

1. (a) "the Agreement" means the contractual relationship between the Company and the Client;
'the Advice' means advice, supply of information, consultancy-activities or protocols for formulation or production of crop protection products or fertilizers sold or to be sold to the Client;
'the Client' means the person with whom the Company is contracting;
'the Company' means Ceradis BV.;
"the Fee" means the financial remuneration payable by the Client to the Company for the rendering of Advice by the Company to the Client, which remuneration the Company has agreed with the Client;
'the Goods' means the Goods sold or to be sold by the Company to the Client;

"the Price" means the purchase price payable by the Client to the Company for the sale of Goods by the Company to the Client, which price the Company has agreed with the Client;
- (b) Headings are for ease of reference only and shall not affect construction; and
- (c) Words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof.

Conditions

2. (a) These Conditions shall apply to every existing and future Agreement, unless the the Company and the Client agree otherwise in writing prior to the efectuation of the Agreement. No order for the sale of Goods and/or request for Advice given or made by the Client shall constitute an Agreement unless accepted by the Company on these Conditions whether by (i) the Company's written confirmation of the Client's order for the sale Goods or (ii) by the dispatch of Goods by the Company pursuant thereto or (iii) the Company's written confirmation of the Client's request for Advice or (iv) by the submission of a written Advice by the Company in pursuance thereof. Any Conditions submitted proposed or stipulated by the Client in whatever form, whether written or oral, are expressly waived and excluded.
- (b) No change to these Conditions shall be binding unless agreed in writing by

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**On all transactions our
General Terms of Delivery
Apply.**

the Company.

- (c) The Client agrees that the Company shall have the Agreement performed under its own responsibility by the Company or, if necessary, by third parties. The applicability of articles 7:404 and 407 paragraph 2 of the Netherlands Civil Code shall not apply.

Cancellation

3. The Client may not cancel the Agreement without written consent of the Company, which if given shall be deemed to be on the express condition that the Client shall indemnify the Company against all loss, damage, claims or action arising out of such cancellation unless otherwise agreed in writing.

Modification of Goods

4. Following acceptance of an order for the sale of Goods the Company may make any modification or improvement to any of the Goods without notice to the Client.

Prices

5. (a) The Price of the Goods is inclusive costs of packaging, but exclusive costs of delivery insurance, any taxes (including without limitation value added tax), duties and other impositions, all of which shall be paid or borne by the Client.
The Fee for the Advice is exclusive any taxes (including without limitation value added tax), duties and other impositions, all of which shall be paid or borne by the Client.
- (b) The Company reserves the right by notice given whether orally or in writing at any time before delivery to vary the Price of the Goods. The Company shall give the Client notice of such a Price increase and shall not deliver the Goods affected if the Client shall cancel the undelivered balance of the contract by notice to the Company served within three days of receipt of the Company's notice hereunder.

Payment

6. (a) Payment of the Price and/or Fee shall be made in full within 30 days from the date of the invoice. Time for payment is of the essence of the Agreement.
- (b) If any sums become overdue, the Company may (without prejudice to any other right or remedy available to it) suspend all further deliveries until payment in full thereof has been made or cancel the contract as regards any Goods or Advice that remain to be delivered or submitted thereunder.
- (c) If the Agreement is terminated before the Company has rendered its Advice and/or before the Company has completed the agreed work, the Client shall be obliged to pay the Fee or an amount equivalent to the hours already spent by the Company multiplied by the hourly rate applicable to the Company's employee(s) who has/have performed the work.
- (d) If the payment term of 30 days referred to above sub 6 (a) is exceeded, the Client shall be legally in default and shall be obliged to pay interest at 2 per cent, per 28 days on any sum not paid on the due date. Such interest shall

run from day to day and accrue after as well as before any judgment and shall from time to time be compounded monthly on the amount overdue until payment thereof.

- (e) Should the Company take action for recovery of debts against a defaulting Client, all judicial and extrajudicial costs incurred by the Company in connection with the recovery will be borne by the Client at a minimum of 10% of the outstanding invoices.
- (f) The payment by or on behalf of the Client shall be applied first to the costs due, then to the interest due and finally to the most senior invoice outstanding, even if the purpose of the payment is otherwise stated by or on behalf of the Client.
- (f) The Client shall neither be entitled to withhold payment on the ground that it has a claim nor to set-off counterclaims against the Company.

Delivery of Goods

- 7. (a) All sales of Goods are EXW the Company's production plant unless otherwise noted. Any times quoted for delivery shall be treated as estimates only. The Company shall not be liable for any loss or damage whether arising directly or indirectly from delay in delivery.
- (b) The Company shall be deemed to have delivered the Goods when the Goods are delivered to the carrier at the Company's shipping point.
- (d) The Company may deliver the Goods by installments and may invoice the Client for each installment.

Liability

- 8. (a) To the extent permitted by law, all Conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and the provisions of these Conditions shall apply in lieu thereof.
- (b) The Company shall not be liable for defective Goods unless the Client gives written notice to the Company within the period of time specified by the Company from time to time or within 2 months of delivery (whichever is the shorter) specifying with reasonable detail any matter whereof it is alleged that the Goods are defective.
- (c) The Company's liability under condition 8(b) shall be limited to replacing the defective Goods or (at the Company's option) issuing a credit note to the Client for a corresponding proportion of the Price and the Company shall not be under any other liability thereunder whatsoever.
- (d) No claim will be met by the Company under condition 8(b) if, in the opinion of the Company: -
 - (i) The defect is not due solely to defective materials or manufacture; or
 - (ii) The Goods have been misused or subjected to neglect or carelessness or involved in any accident or adulteration or dealt with contrary to any directions issued by the Company.
- (e) Regarding Advice, the Company limits its liability for damages arising from

or in connection with providing Advice to the sum of the payments invoiced and received from the Client in respect of the Advice. The Company will not be liable for any failure or delay in rendering Advice if that failure or delay arises from anything beyond its control.

- (f) The Company's liability howsoever, either for defective Goods or arising from or in connection with providing Advice, shall never exceed the amount that in such event shall be paid by the Company's insurance company.
- (g) The warranty contained in this condition is specifically limited to the Client and no warranty is made to any other person, whether subsequently Client or user, or to any bailees, licensees, assignees, employees, agent or otherwise.
- (g) The Company gives no warranty and makes no representation that any sale or use by the Client of the Goods will be free from infringement of any patent or other intellectual property right owned or controlled by any third party.
- (h) All descriptions, representations, specifications, samples, colors, illustrations and other particulars furnished or made orally by the Company or in catalogues, price lists or other documents issued by the Company are given for general information purposes only and the Client acknowledges that it is not entering into the contract in reliance upon any such description, representation, specification, sample or other particular.
- (i) The Client acknowledges that it is purchasing the Goods for legally permitted purposes only and undertakes with the Company that it shall not use or otherwise make available in any way whatsoever the Goods for human, drug, food additive or household use. The Client shall indemnify and keep indemnified the Company against all liabilities and claims that may be made against the Company by any third party arising from the use or sale of the Goods by the Client.
- (j) Except to the extent specifically provided for in these Conditions the Company shall not be liable whether in contract, tort or otherwise for any loss, damage or injury howsoever caused or arising from any defect in, failure in, unsuitability for any purpose of, the Goods.
- (k) The Company shall not in any event be liable for any indirect, incidental, special, punitive or consequential loss whatever and however caused.
- (l) Nothing in these Conditions shall exclude or restrict any liability for death or personal injury resulting from the Company's gross negligence.

Property of Goods

- 9. (a) Notwithstanding delivery the property in the Goods will remain in the Company and subject to the following provisions of this condition the Client will hold the Goods as bailee for the Company until payment in full of the Price for the Goods and all other sums due from the Client to the Company on any account whatsoever (in this condition referred to as 'payment').
- (b) If the Client (before payment) sells the Goods to any third party it shall, as between the Client and such third party sell as principal but as between the Client and the Company, the Client shall sell as the fiduciary agent of the

Company.

- (c) The Client shall hold the proceeds of any such sale separate and for the Company's account pending payment or shall if the Company so requires authorize and direct such third party to pay to the Company all sums due to the Client in respect of the Goods so sold and assign to the Company the debt owed to the Client by such third party.
- (d) The Client shall keep the Goods in good condition and separate and clearly identified as the property of the Company until payment.
- (e) After delivery and until payment the Client shall keep the Goods fully insured and if the Goods are lost or destroyed shall hold the proceeds of insurance for and to the order of the Company pending payment.
- (f) The Company may at any time without prior notice recover possession of Goods the property of the Company and the Client grants to the Company irrevocable license to enter for that purpose any premises then occupied by the Client.
- (g) The Company shall be entitled to maintain an action for the Price of the Goods, notwithstanding that the property in them has not passed to the Client.

Waiver

- 10. No failure or delay by the Company on exercising any right hereunder shall operate as a waiver thereof or extend to or affect any other or subsequent event or impair any rights or remedies consequent thereon or in any way modify or diminish the rights of the Company under these Conditions.

Assignment

- 11. The Client shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person.

Severance

- 12. If any condition shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition all of which shall remain in full force and effect.

Notices

- 13. Any notice to be given under these Conditions may be delivered, or be sent by first class pre-paid post addressed to the party to be served at the address for such party last known to the party giving the notice. Notices served by post shall be deemed served 48 hours after posting.

Force Majeure

- 14. Any contract to which these Conditions apply is subject to cancellation by the Company or to such variation as it may find necessary by reason of inability to secure labor, materials, transport or supplies or by reason of strike, lockout, trade dispute, weather conditions, hostilities, legislation, Act of God or any cause whatsoever beyond the control of the Company.

Governing Law

15. These Conditions shall be governed by and construed in accordance with Dutch law. Every dispute that cannot be settled amicably shall be brought before the court of Arnhem, The Netherlands.