

GENERAL TERMS OF BUSINESS of the limited liability company Horti-Consult International domiciled and having offices in Vlierden

Registered on 23 October 1998 at the District Court at 's Hertogenbosch under number 115/2006.

GENERAL

Section 1

1. Unless otherwise agreed on in writing in accordance with section 1 sub 2, the present General Terms of Business apply to all offers, enquiries, announcements, assignments, the acceptance of these as well as to the agreements thus effected with reference to the provision of services, giving advice, any delivery of matters and giving information, all this in the broadest sense of the word, to be called hereafter: services.
2. Conditions which deviate from these General Terms of Business can only bind Horti-Consult International if these have been stipulated expressly and in writing by the management of Horti-Consult International BV and/or by deputy manager(s) who are authorised as appears from publication in the trade register. Deviating conditions will never be able to extend any further than for the incidental case for which they have been agreed on.
3. In case of any dispute between the General Terms of Business and similar terms and conditions of the other party the General Terms of Business of Horti-Consult International BV will be exclusively binding, unless in any other sense agreed on by the management of Horti-Consult International BV in accordance with this section of the General Terms of Business.

OFFER, REALISATION AND EXECUTION OF THE AGREEMENT

Section 2

1. Every offer made in whatever form and in whatever way, is without any obligation with regard to Horti-Consult International BV and can be revoked by Horti-Consult International BV at any moment, until the moment of written acceptance by Horti-Consult International BV of any agreement then effected or by the absence of a missive by and without prejudice to the provisions in section 3 subsection 2.
2. The prices mentioned by Horti-Consult International BV are exclusive of taxes, charges and/or expenses, that are due for the provision of services and/or the delivery of goods. Horti-Consult International BV is authorised to adjust these prices, if the cost determining factors change. Horti-Consult International BV will inform the other party of this price increase by means of a specified statement as soon as possible. Payment of the supplement will be made simultaneously with the payment of the sum total or its last instalment.
3. The offer has been based on information to be provided by the other party. The other party guarantees the correctness of the provided information and will indemnify Horti-Consult International BV in all respects and against any person when the occasion arises.

Section 3

1. An agreement is only then considered to have been effected when it has been accepted in writing by the management and/or by deputy manager(s) who are authorised as appears from publication in the trade register. Any supplementary agreements which have been made later or any changes which have been made can only bind Horti-Consult International BV, if the management of Horti-Consult International BV has confirmed these in writing and if the client has not made any objections to this in writing within three days.
2. In the absence of a written acceptance by Horti-Consult International BV, the agreement is considered to have been effected under the conditions of the offer if and as soon as the execution of the agreement, including any preparatory and preliminary actions of Horti-Consult International BV have started. Horti-Consult International BV is at all times authorised to suspend the execution of the agreement as long as, in accordance with its first request to that effect, no written confirmation has been received. Costs and/or price increases originating during and/or as a result of the then resulting delay are entirely for account of the other party. In case the other party has not provided the confirmation alluded to within a period of two months after the first request to that purpose, the agreement is considered to be dissolved without judicial intervention and without any notification of default being required. In this last case section 10 sub 3 applies accordingly. If after the start of the execution it cannot be determined in reasonableness, which price has been agreed on for the services, then as binding price, either for the total work, or for a certain unity, the price is valid which Horti-Consult International BV usually agrees on or would have agreed on in reasonableness for comparable means at the time of the execution.
3. In the agreement the authority is included to separately charge assigned and executed supplementary work.
4. If the services, with the approval of Horti-Consult International BV or as a result of any changed circumstances deviate from the original agreement then the deviation will be charged to the other party in accordance with the prices which were valid at the time of the execution of the activities.
5. Agreements with or announcements by employees of Horti-Consult International BV only bind Horti-Consult International BV in so far as the provisions in sections 1 sub 2 of the General Terms of Business have been complied with.

Section 4.

1. At the execution of the agreement those deviations will be allowed, which at the exclusive discretion of Horti-Consult International BV are considered necessary, useful, or desired. The other party is obliged to take care that the services to be provided by Horti-Consult International BV can be carried out in the way and at the times indicated by Horti-Consult International BV.
2. Horti-Consult International BV is authorised to have the agreement executed by a third party or third parties to be assigned by Horti-Consult International BV, without any duty to report this to the other party and without the other party's permission for that purpose being required.

Section 5.

The client is obliged towards Horti-Consult International BV to take or carry out those measures before, during and after the execution of the agreement by Horti-Consult International BV, which are necessary and/or desired in order to prevent damage to third parties.

Section 6

1. Horti-Consult International BV is in no way whatsoever responsible for the effect, by the application of which, of the products and/or methods advised by Horti-Consult International BV.
2. Promises or expectations raised concerning meeting certain demands of products, research and results thereof, cannot bind Horti-Consult International BV.
3. Horti-Consult International BV does not make any promise concerning the achievement of possible results by means of its service(s).

COMPLAINTS

Section 7

Complaints about the execution of the agreement have to be made in writing, under penalty of the dissolution of the right to that purpose, immediately after the defects have been discovered. Complaints do not give any right to suspension and/of decrease of commitments to pay.

LIABILITY

Section 8

1. In case of non-compliance with the agreement, other than legitimate on account of one of the reasons mentioned in these General Terms of Business, Horti-Consult International BV, when the occasion arises, is only obliged to pay the additional costs which are caused by having the agreement executed by a third party, provided that Horti-Consult International BV under no circumstances whatsoever, on account of whatever, is liable to pay for the damage which exceeds the amount to be invoiced for the services provided until the moment of the event that caused the damage.
2. Horti-Consult International BV under no circumstances whatsoever, on account of whatever, is liable to pay for damage which has been caused by the application of products and/or methods it has advised. Damage caused to crops as well as damage, as a result of decay of the structure of the soil and damage caused by not achieving a certain cultivation result, will never be considered to be damage, for which Horti-Consult International BV can be held responsible.
3. For damage caused by not carrying out services in cases where the other party thinks that these should have taken place Horti-Consult International BV is not responsible.
4. The other party will indemnify Horti-Consult International BV completely against claims by a third party or third parties to pay for the damage that is connected in any way with a service to be carried out or a service which has been provided as a result of an agreement.
5. Horti-Consult International BV is not responsible for costs, damage and interests, that could originate as a direct result of any breach of patents, licences or other rights of third

parties. The other party will completely indemnify Horti-Consult International BV for such claims.

6. The other party will completely indemnify Horti-Consult International BV for all damage to matters, persons or animals, that for Horti-Consult International BV, its employees or for a third party or third parties could result from, or could be the result of, an action or refraining from an action, for as far as this can be considered as a shortcoming or as an illegal action of the other party or of other persons, for which the other party is responsible.

PAYMENT

Section 9

- 1 Payment has to be effected within 14 days from the invoice date without right to compensation, deduction or suspension because of complaints and the like.
- 2 Payment is only considered to be effected if:
- 3 cash payment has been received in Dutch currency;
- 4 the invoiced amount has been credited to the bank account or postal cheque account of Horti-Consult International BV.
- 5 Cash payment is never understood to be, even despite note(s) that read otherwise on the invoice, payment by means of cheques, giro-cards or other securities.
- 6 Special discounts or settlements, on whatever account, can only be applied if such is expressly stated on the invoice. In case of overdue and/or incomplete payment the other party is in default by the single expiry of the term of payment. A further notification of default or summons to pay is not required for that purpose.
- 7 All expenses, both legal and non-legal, which are made by Horti-Consult International BV with reference to the execution of the agreement are to the account of the other party with respect to whom these costs are made.
- 8 Non-legal collection expenses, among other things, include all costs of summons and proof of default, irrespective of any obligation to that purpose, together with advances and fees for, whether legal or non-legal, aid of a third party or third parties; among these are also included costs of experts and/or advisors in different areas together with any turnover tax due for these costs. The non-legal expenses amount, irrespective of the expenses actually made, to at least fifteen percent of the amount to be demanded from the other party by Horti-Consult International BV, such at a minimum of f250,-.

DISSOLUTION

Section 10

1. The agreement is dissolved with reservation on the side of Horti-Consult International BV of all rights that are relevant to damages, without judicial intervention and without any notification of default being required, the time on which the other party is declared bankrupt, is granted provisional suspension of payment or by seizure, being placed under receivership or when the other party otherwise loses the authority to dispose of his capital or parts of it, unless the trustee in bankruptcy or the receiver recognises the obligations resulting from the agreement as liabilities of estate.
2. In the case that:
 - a. the other party does not, not properly or not timely, meet any obligation on his part with reference to the agreement;

- b. the other party fails to pay an invoice amount or part of that within the term set for that purpose.
 - c. the other party does not provide the requested securities as meant in section 13;
 - d. the other party proceeds to cessation, liquidation or transfer of his company or part of it (both under a universal title and under a special title) or proceeds to changing the objective of the company;
 - e. the other party does not provide the confirmation as meant in section 3 sub 2; Horti-Consult International BV is authorised to dissolve or have the agreement dissolved or to suspend the provision of services immediately or at any other desired moment without any notification of default or judicial intervention being required. In case of suspension the provisions in section 3 sub 2 apply with reference to the costs and price increases in connection with the delay.
3. When the agreement is dissolved the other party or its legal successor(s) is/are obliged to pay the complete amount to Horti-Consult International BV after deducting the cost price for services not provided on account of not having executed the agreement or not having executed the agreement completely, all this in accordance with the calculation of Horti-Consult International BV which will be binding for the other party. In case the agreement is dissolved, the damages Horti-Consult International BV is entitled to, are fixed at thirty percent of the amount for which Horti-Consult International BV has agreed to provide services, irrespective of the right to claim for complete damages should these be higher.

MODELS, DRAWINGS ETC.

Section 11

- 1 Horti-Consult International BV expressly reserves all rights for any relevant calculations, models, designs, drawings, films, photographs, other picture carriers, sound recording medium or data carriers or other aids provided by Horti-Consult International.
- 2 The other party will indemnify BV against claims by a third party's or third parties' pretended breaches on their future patents, models, drawings, films, photographs, other picture carriers, sound recording medium or data carriers or other aids, at the execution of the service(s).
- 3 The aids meant in this section and the resulting rights remain exclusively reserved for Horti-Consult International BV even though in connection with this costs have been charged to the other party.
- 4 The other party will keep the beforementioned aids in a good condition and, at first request place them at the disposal of Horti-Consult International BV in a good condition.
- 5 The other party is not allowed in any way and for whatever reason to copy or publish the aids referred to.
- 6 On infringement of one of the stipulations mentioned in this section the other party owes Horti-Consult International BV immediately due damages of thirty percent of the total amount for the relevant service(s) charged or to be charged, without prejudice to the right to complete damages if those are higher.

FORCE MAJEURE

Section 12

- 1 Without prejudice to its further rights, if prevented, due to force majeure, from meeting the obligations of the agreement or with respect to the preparation(s) for that purpose, Horti-Consult International BV is authorised to suspend the execution of the agreement or to consider the agreement to be completely or partly dissolved at the choice of Horti-Consult International BV, without Horti-Consult International BV being bound to any damage or otherwise.
- 2 In this respect under force majeure is understood, every circumstance caused through no fault of Horti-Consult International BV, even though at the time of the realisation of this agreement this circumstance was to be foreseen, as a result of which the fulfilment of and/or timely execution of the agreement can no longer be reasonably demanded by the other party; among those circumstances are included in any case: war, revolution, danger of war, civil war, revolt, strike, lock-out, sit-in strike, transport difficulties, fire and/or breakdown in the company of Horti-Consult International BV or in the company of a third party or third parties as a result of which the provision of services by Horti-Consult International BV is obstructed, delayed supply of materials, flood, storm, whirlwind(hurricane), hail, rain, fog or mist, frost, black ice(glazed frost), disturbance in the supply of energy and government measures.
- 3 In case of force majeure Horti-Consult International BV is entitled, without being bound to any compensation on that account, to consider the agreement completely or partly dissolved, without any judicial intervention for that purpose being required. All this leaves intact the obligations of the other party to pay for the part of the agreement which has already been executed and for the expenses that have already been made.

SECURITY

Section 13

If Horti-Consult International BV, exclusively to be judged by Horti-Consult International BV, is of the opinion that after and/or during the realisation of the agreement circumstances occur that give cause to such, Horti-Consult International BV will be able to demand from the other party such security for the fulfilment of the agreement as it will consider to be sufficient. If the other party does not provide security, Horti-Consult International BV can demand complete payment before proceeding to carry out the service(s). The claim is then in its entirety immediately due.

CONFLICTS

Section 14

- 1 All conflicts resulting from offers and agreements, whatever called, will be subject to the judgement of the Civil judge who is authorised in the place of business of Horti-Consult International BV, unless legal stipulations oppose this, or unless Horti-Consult International BV should accept an other judge.
- 2 To all agreements the Dutch Law applies.