

General terms and conditions of sale Agrifirm Belgium NV

1. Identification of the seller

Agrifirm Belgium NV, with its registered office at Booiebos 5, 9031 Drogenen, België, registered with the Crossroads Bank for Enterprises under the number 0435.455.467.

2. Identification of the purchaser

Any natural person or legal entity who enters into or intends to enter into an agreement with the seller, or for whom the seller makes an offer or provides a delivery or service.

3. Scope / Acceptance of the General Terms & Conditions of Sale

These general terms and conditions of sale apply for all product orders (including all related services) that are ordered from the seller.

The purchaser acknowledges having read these general terms and conditions of sale and declares – by placing an order – that he accepts them unconditionally. The special terms and conditions stated on the front of the invoice take precedence over the general terms and conditions of sale. In the case of conflict between these terms and conditions and the general terms and conditions stated on the seller's website, these terms and conditions apply.

The application of the general terms and conditions by the purchaser is excluded.

The seller reserves the right to change these general terms and conditions of sale at any time. When validating an order, the purchaser declares that he agrees to the general terms and conditions of sale that are applicable on the day the order was made.

The purchase is only complete when the seller has accepted the order.

4. Prices

The purchaser declares that he is familiar with the applicable prices. If the prices have not been determined before or at the time of the conclusion of the agreement, the prices will apply as applied by the seller on the day of the order. If, however, the delivery period is suspended by at least two days at the express request of the buyer, the prices as applied by the seller on the day of delivery apply. If an increase in one or more cost-determining factors occurs after the agreement has been concluded, even if this occurs as a result of foreseeable circumstances, the seller is entitled to pass on this increase to the purchaser, unless expressly agreed otherwise in writing. The prices are exclusive of VAT and other taxes as well as exclusive of delivery charges. Charges are made for delivery according to the type of product, the volume ordered, the method of transport chosen and the country of delivery.

5. Delivery

Unless, at the request of the purchaser, the goods are collected from the seller's registered offices within the period set by the

seller, they shall be delivered to the address known by the seller.

The delivery times are provided by way of information only and are therefore not binding unless expressly agreed between the seller and purchaser.

The goods are considered to have been delivered and accepted on their departure from the seller's warehouse. They travel at the purchaser's risk, even if freight-free delivery is stipulated.

6. Cancellation

Cancellation of an order is only possible with the explicit agreement of the seller and subject to the right of the seller to demand compensation equal to 20% of the selling price of the goods ordered, unless the seller opts for fulfilment of the order.

7. Complaints / Liability

Complaints concerning visible defects in the quality and condition of the goods must be communicated to the seller by registered letter within 5 calendar days of receipt.

If a defect in the quality and condition is not visible at the time of delivery, a complaint must be communicated to the seller by registered letter within 4 calendar days of the discovery of the possible defect, but not later than 3 months after the date of delivery provided that the expiry date of the product has not elapsed in the interim, in which case the complaint must be made 10 calendar days before the aforementioned expiry date. Complaints concerning the quantity of the ordered product delivered or concerning a product other than the ordered product, whether or not a similar product, are all the same no longer acceptable if the purchaser has not stated any condition on the delivery note signed by him.

In the event of late delivery or if an order cannot or only partially be executed, the purchaser will be notified as soon as possible and a reasonable period of time will be proposed to proceed with delivery. Unless prescribed by statutory provisions of mandatory law, failure to meet the delivery date by the seller can in no case give rise to the cancellation of an order, nor to any compensation or damages of any kind.

The seller also cannot be held liable in any way for changes to his website, for damage of any kind resulting from incomplete, inaccurate or incorrect information on his website, for the marketability or suitability of the product for a specified purpose, for the incorrect use of commercialised products, nor as regards the direct or indirect consequences.

The seller shall, in case of acceptance of the complaint, either take the products back and replace them or credit the purchaser with the invoice value.

The seller's liability is limited at all times to the invoice value of the products concerned.

The right to compensation for damage as a result of liability expires one year after the delivery date.

A complaint concerning a part of the products delivered does not entitle the purchaser to suspend payment of the whole invoice.

8. Invoicing / Payment

All of the seller's invoices are payable to the registered offices within 30 calendar days after the invoice date.

The drawing and/or acceptance of bills of exchange or other negotiable documents does not constitute novation and does not constitute a deviation from these terms and conditions of sale.

Late payments give a legal entitlement to the calculation of interest from the due date until payment in full, without any notice of default being required.

The interest charged is 8% per year.

If an invoice remains completely or partly unpaid for 10 calendar days after notice of default sent by registered post and the seller calls on the services of an agent for the collection of the amount unpaid, such as a lawyer, court bailiff, debt collection agency etc., a penalty payment of 10% of the invoice amount shall be payable to the seller for its additional costs, with a minimum of €150, notwithstanding the interest on the delay, other interests and/or compensation and collection costs specified in § 3 of this article. In the event of late payment of invoices, the seller also reserves the right to suspend other deliveries or deliveries related to other orders without prior notice until the seller has received payment of these interim invoices. The latter without the seller being liable for any compensation for damage or delay.

Any late payment or non-payment also makes all invoices already sent then fully payable and will invalidate any permitted payment facility or discount, both for the past and for the future. Protests do not suspend payment obligations.

The seller is entitled to decide which debt shall be settled with a payment made by the purchaser.

9. Retention of ownership / Right to retention

As long as payment in full has not been made by the purchaser for whatever reason, all of the delivery, and this concerns both products in their original delivered state as well as those in a mixed and/or processed state, remains the property of the seller at the expense and risk of the purchaser.

If the purchaser is in breach of contract with respect to the seller, the seller may take the delivery back, or have it taken back immediately without any formality.

The purchaser waives the right to alienate unpaid goods; any breach of this order exposes the purchaser to criminal prosecution under Article 491 of the Criminal Code.

The actions arising as a consequence of the sale of the products to third parties, or through the mixing and processing of products, are automatically transferred to the seller, without signature of a certificate specifically for that purpose.

10. Force Majeure

Any case of force majeure or coincidence releases the seller by operation of law from any obligation, without the purchaser being able to claim compensation. In the event that the seller is dependent, for the fulfillment of its obligations, on, for example, deliveries by a third party, these provisions also apply in the event of force majeure or coincidence on the part of this third party, if

the fulfillment of the seller's obligations would be delayed or prevented as a result thereof. The following situations, among others, are regarded as force majeure: accidents, material breakage, exceptional weather conditions, fire, strikes, lock-out, theft, epidemic, pandemic and exceptional traffic nuisance.

The seller reserves the right to regard the agreement as dissolved by operation of law and without prior notice of default and/or to suspend all deliveries and the seller cannot be held liable if it is unable to (further) perform the agreement, such as, and not limited to, in case of force majeure, strike, lock-out, riot, mobilization, fire, epidemic, pandemic, (serious) disease, flood, natural disasters, government measures, bankruptcy of its supplier, armed robbery, and (unavoidable) defects in its production chain or in the company of the seller or of the carriers or others on which the seller depends in whole or in part for the execution of the agreement. Even delays in deliveries may under no circumstances be charged to the seller and will never give rise to payment of compensation. The same applies to all other events independent of the good will of the seller, which hinder the normal performance of the agreement.

11. Transfer

If the seller's invoices are ceded to a third company, the rights derived from these terms and conditions of sale pass in their entirety to this third party.

The transfer of the invoice by the purchaser to a third party is forbidden without prior written permission from the seller.

12. Miscellaneous

In case of invalidity of one of the provisions of these terms and conditions of sale, all other provisions remain valid.

Seller and purchaser undertake to replace the void clause(s) with a legally valid clause, or clauses, which will correspond to the original intention of the seller and purchaser and the spirit of the agreement, or will be as closely as possible in line therewith. Seller and purchaser confirm that their final agreement is fully contained in the document(s) signed by both of them, which supersedes all prior oral or written discussions, proposals or agreements. Subsequent changes must be made in writing and must be signed by the seller and purchaser.

13. Applicable Law / Court of Jurisdiction

Orders for products (including all related services) ordered from the seller are exclusively governed by and to be interpreted in accordance with Belgian law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) and any other international regulation whose exclusion is permitted.

In the event of a discrepancy between the Dutch-language text and the other-language texts, the Dutch-language text will always prevail.

Any disputes will only be submitted to the court having jurisdiction in the jurisdiction of the seller's registered office.

However, the seller is free to bring the disputes before the court of the buyer's place of business.