

GENERAL TERMS AND CONDITIONS OF PURCHASE OF CERTIS EUROPE BV

1. Definitions

In these general terms and conditions of purchase ("Conditions") the following terms shall have the following meaning:

- 1.1 Certis: the private company with limited liability Certis Europe B.V., having its registered office in Maarsse.
- 1.2 Custom-Designed Products: items, including semi-finished products, end products, raw materials and packaging materials, which are produced according to specification by the Supplier for Certis and/or Recipient(s) under the Agreement.
- 1.3 Services: all services provided by the Supplier to Certis and/or Recipient(s) under the Agreement, including transportation and storage services with regard to the Custom-Designed Products.
- 1.4 Supplier: any natural person or legal entity with which Certis enters into an Agreement for the purpose of one or more Performance(s).
- 1.5 Order: a Written request to provide Products or Services, or the manufacturing and/or the supply of Custom-Designed Products by Supplier to Certis and/or Recipient(s).
- 1.6 Agreement: any agreement between the Supplier and Certis for the purpose of one or more Performance(s) to be provided by Supplier to Certis and/or Recipient(s), as well as any change thereof or addition thereto.
- 1.7 Performance: the provision of Products or Services, or the manufacturing and/or supply of Custom-Designed Products by the Supplier to Certis and/or Recipient(s) in accordance with the specifications included in the Agreement.
- 1.8 Products: all items which are delivered by Supplier to Certis and/or Recipient(s) under the Agreement, with the exception of Custom-Designed Products.
- 1.9 Written or In Writing: method of delivery via facsimile, postal mail and/or electronic mail.
- 1.10 Recipient: any natural person or legal entity on whose behalf, and identified as such in the Order, Certis places an Order.

2. Applicability, amendment and addition

- 2.1 These Conditions shall apply to all Orders which are placed by Certis, all Agreements and all legal acts which relate to the realization of an Agreement between the Supplier and Certis.
- 2.2 The applicability of any general and/or specific conditions or clauses of the Supplier are rejected explicitly by Certis.
- 2.3 Deviations from or amendments to these Conditions shall only apply if Certis has approved them In Writing.
- 2.4 The Supplier and Certis expressly reject the applicability of the United Nations Convention on Contracts for the International Sale of Goods ("Weens Koopverdrag").

3. Realization of Agreements

- 3.1 An Agreement shall only be concluded when Certis places an Order with the Supplier. The Supplier shall immediately provide Certis with an order confirmation.
- 3.2 Deviations from or amendments to an Agreement shall only apply if Certis has approved them In Writing.
- 3.3 The Supplier that starts Performances without having received a Written order confirmation, shall do so at its own expense and risk.

4. Prices

- 4.1 All prices in Orders and Agreements shall be expressed in Euros and shall be exclusive of VAT, unless indicated otherwise by Certis.
- 4.2 The prices of Products shall include the costs of packaging, labels

and shipment, import and export duties and excise duties, if any, as well as all other costs, levies or taxes imposed or levied with regard to the Products and the transportation thereof. In addition to the above, the prices of Custom-Designed Products shall also include all costs, levies or taxes connected to the manufacturing of the Custom-Designed Products.

- 4.3 The prices of the Services shall always include all costs of travelling and accommodation, as well as all other costs which are connected to the deployment of personnel of the Supplier.

5. Payment

- 5.1 Invoicing by the Supplier shall take place after the Performance has been provided or, if applicable, after explicit acceptance in Writing by Certis.
- 5.2 The following information shall at least be mentioned on invoices: the order number of the Supplier, a description of the deliverable(s), applicable numbers and the order number of Certis.
- 5.3 Unless otherwise agreed, payment of the agreed-upon price shall take place within thirty (30) days after receipt of the correct invoice. Payment by Certis of any invoice shall not constitute a waiver of rights in any way whatsoever.
- 5.4 Certis shall be entitled to set off all claims which the Supplier has against Certis with any claim which Certis might have against the Supplier (regardless for what reason and whether or not payable).

6. Execution of Performance

- 6.1 The Supplier shall be obligated to execute the agreed-upon Performance in accordance with the specifications included in the Agreement.
- 6.2 The Supplier must immediately inform Certis of the (imminent) exceeding of the agreed-upon time of delivery and of other foreseeable shortcomings in the compliance of the Agreement.
- 6.3 In the event the Supplier uses requirements, designs or specifications during the Performance of the Agreement which are made available by Certis, the Supplier shall be obligated to point out to Certis any possible irregularities or lack of clarity in these requirements, designs or specifications, upon knowledge or belief thereof.

7. Delivery and acceptance

- 7.1 Delivery of Products and Custom-Designed Products shall occur at the agreed-upon place of delivery at the agreed-upon time. Certis and/or Recipient shall check the Products and Custom-Designed Products within a reasonable period and shall accept them by way of a message to the Supplier, unless the Products and Custom-Designed Products do not meet the agreed-upon specifications. Acceptance by Certis of the delivered Products or Custom-Designed Products is without prejudice to the warranties provided by the Supplier.
- 7.2 In so far as the Agreement relates to the Custom-Designed Products, Certis shall at all times have the right to already inspect (or have inspected) the Custom-Designed Products during the production, processing or storage period.
- 7.3 Provision of the Services shall take place at the agreed-upon place of delivery within the agreed-upon term. The execution period shall start on the date on which the Supplier has accepted the Order, unless the parties have agreed otherwise.
- 7.4 The Supplier shall be in default by the mere exceeding of the agreed-upon times on which the Performances must be rendered. Any penalty agreed-upon for this purpose, if any, is without prejudice to the other rights of Certis, including the right to claim full compensation from the Supplier.

8. Personnel

- 8.1 The personnel engaged by the Supplier during the performance of the Agreement shall meet the general standards of professional competence and expertise, and any extraordinary requirements set by Certis, if any.
- 8.2 If, in Certis' opinion, the deployment of certain personnel is undesired for whatever reason, Certis shall be authorized to order the removal of this personnel and the Supplier shall be obligated to immediately replace such personnel.
- 8.3 At the first request of Certis, the Supplier must submit the man-hours account for inspection to Certis of all personnel involved in the provision of the Services. Additional work must always be agreed upon in advance between the parties In Writing.
- 8.4 The Supplier warrants that with respect to the execution of the Performance all applicable legal provisions as well as the current local provisions and regulations, amongst other things regarding safety, health and environment, shall be strictly observed.
- 8.5 If it is necessary for the provision of Services that personnel of the Supplier is present on the premises of Certis, the Supplier shall ensure that this will not cause any hindrance for the undisturbed progress of the work of Certis and third parties present at such premises.
9. Other obligations of the Supplier
- 9.1 The Supplier shall be obligated to comply with and observe all conditions, provisions and stipulations on the basis of laws and regulations which apply with regard to the Performance, including, amongst other things, but not explicitly limited to stipulations regarding quality, environment, safety, child labour, health and working conditions effective in the place of establishment of Certis and/or the Recipient, as the case may be. To the extent that Supplier will, as part of the Performance, process personal data for which Certis and/or Recipient are the data controller, Supplier will enter into a suitable data processor agreement based on a template to be provided by Certis or the Recipient.
- 9.2 The Supplier must have all statutory or otherwise prescribed licenses with respect to the Performance, and maintain these for the term of the Agreement.
- 9.3 The Supplier warrants that in so far as active ingredients are or will be processed in Products and/or Custom-Designed Products, these ingredients have been produced in facilities which meet the applicable rules and regulations pertaining thereto, as well as the contamination, cross contamination and traceability guidelines and applicable laws concerning the prevention of cross contamination in compliance with the ECPA guidelines for manufacturing and toll manufacturing of agrochemicals.
- 9.4 The Supplier shall be responsible and shall remain responsible for the storage, processing and disposing of residual materials which are connected to the manufacturing of Custom-Designed Products, as well as transport and packaging materials, unless Certis has agreed In Writing to deviate from this provision.
- 9.5 Certis shall be bound to the Product Stewardship Code of Conduct of the Dutch Crop Protection Association (*Nederlandse Stichting voor Fytofarmacie*) or, in the event the Agreement is entered into for the benefit of a Recipient, similar regulations in place at the location of the Recipient shall apply. In so far as obligations for the Supplier will arise from Certis being bound to this Code of Conduct, the Supplier shall also meet these obligations.
10. Intellectual property
- 10.1 The Supplier warrants that the use of the Products, Custom-Designed Products and Services delivered by it shall not constitute an infringement of any third-party rights, including but not limited to intellectual property rights.
- 10.2 The Supplier shall indemnify Certis for claims which arise from any infringement of the rights as set forth in clause 10.1 above, and the Supplier shall compensate Certis for all damages which Certis suffers as a result of such an infringement.
- 10.3 All intellectual property rights in the deliverables of Services and the Custom-Designed Products shall be made available to Certis (whether or not realized in collaboration with or by order of Certis) and shall be vested in Certis. In so far as required, the Supplier hereby irrevocably agrees to the transfer of all intellectual property rights in the deliverables of the Services and the Custom-Designed Products, and in so far as necessary the Supplier shall collaborate in any further act or deed required for such a transfer.
- 10.4 The Supplier is not allowed to copy any Product produced for Certis, or any part thereof, without the explicit Written approval by Certis.
11. Representations and warranties
- 11.1 The Supplier represents and warrants the soundness of the Products and Custom-Designed Products delivered by it, and the Services rendered. These representations and warranties at least include that:
- the Products, Custom-Designed Products and Services shall be new and fit for the purpose for which Certis intends to use them, in so far as the Supplier was or should have been aware of such purpose;
 - the Products, Custom-Designed Products and deliverables of Services shall be of good quality and free from errors with respect to design, processing, production, construction and sizes, as well as free from defects in the materials used and shall offer the safety which can be expected thereof;
 - the Products and the deliverables of Services with respect to quantities, description, quality and performance shall be fully in accordance with the specifications;
 - the Custom-Designed Products, with respect to quantities, description, quality and performance, shall be fully in accordance with the specifications, designs and/or drawings;
 - all applicable national and international regulations with respect to the delivery of the Performances have been strictly observed.
- 11.2 Products and Custom-Designed Products shall in any case be regarded as defective under clause 11.1 above, if within one (1) year after delivery defects thereto become apparent, unless such defects are the result of normal wear and tear or due to the considerable fault of Certis.
12. Breach
- 12.1 In case of a breach of the performance of the Agreement, including the exceeding of the delivery period agreed upon, the Supplier shall be in default without any further notice of default.
- 12.2 Certis shall at all times have the right to refuse performance offered after the commencement of the default.
13. Termination
- 13.1 The parties shall have the right to immediately and without judicial intervention terminate an Agreement by means of a registered letter to the other party if:
- the other party applies for a suspension of payments;
 - the other party's bankruptcy is filed for;
 - the other party applies for a statutory debt rescheduling;
 - the other party decides to wholly or partly terminate its profession or business.
- 13.2 If the Supplier is in default, Certis shall have the right, without any further notice of default or judicial intervention:
- to suspend all obligations under the Agreement and related agreements until the Supplier has remedied the default; or
 - to wholly or partly terminate the Agreement and related agreements;
- all this without prejudice to other rights to which Certis is entitled pursuant to the Agreement or applicable law.
- 13.3 All claims which Certis might have or obtain against the Supplier pursuant to this clause 13, shall be immediately and fully payable.

- 13.4 Pursuant to termination of the Agreement, Certis shall have the right to claim back all payments made from the Supplier as being unduly paid. In so far as the deliverables that have already been performed by the Supplier at the time of the termination are not capable to be returned and meet the Agreement, the Supplier shall be entitled to compensation on the basis of the reasonable value which the deliverables have for Certis, as to be determined, to be set off against Certis's claims against the Supplier with regard to the failure and/or termination. In so far as return is possible, Certis shall have the right to keep the deliverables against a compensation as mentioned above, or to return the deliverables to the Supplier at the Supplier's expense and risk.
14. Liability
- 14.1 The Supplier shall perform the Agreement entirely at its own risk. All damage, either direct or indirect, which Certis and/or Recipient will suffer as a result of or in connection with the performance of the Agreement shall be at the Supplier's expense.
- 14.2 Subject to non-imputable failure ("force majeure"), the Supplier shall be fully liable for all damage which Certis and/or Recipient or third parties might suffer as a result of possible defects in any delivered Performance.
- 14.3 Any liability of Certis and/or Recipient will be excluded.
- 14.4 Any limitation or exclusion of liability will not apply if such is prohibited under mandatory applicable law or where damages have been caused by willful misconduct or gross negligence.
- 14.5 Force majeure shall in any case not include: lack of personnel, strikes, illness of personnel, delayed delivery and/or unsuitability of materials, raw materials or semi-finished products, a failure or an unlawful act by third parties which were engaged by the Supplier, and/or problems regarding liquid assets and solvability on the part of the Supplier.
15. Liability and indemnity
- 15.1 The Supplier has taken out adequate insurance and shall remain adequately insured during the term of the Agreement against third-party liability and professional liability. The Supplier undertakes, immediately after having been held liable by Certis, to assign all claims regarding benefit(s) and insurance amounts to Certis at Certis' first request.
16. Confidentiality
- 16.1 The parties shall treat all information and/or data regarding each others business operations as strictly confidential and shall not disclose this information and/or data to third parties, unless this information and/or these data were already demonstrably known prior to the conclusion of the Agreement, these data are being provided by a third party regardless of this clause 16, or in the event the information and/or data referred to must be deemed to be generally known. At the first request of Certis, the Supplier shall sign a confidentiality agreement drafted by Certis.
17. Assignment of rights and obligations
- 17.1 The Supplier shall not have the right to encumber the rights arising from the Agreement in favor of or to a third party without the Written approval of Certis.
- 17.2 The Supplier shall not have the right to wholly or partly subcontract or assign the performance of its obligations to third parties without the Written approval of Certis.
18. Governing law and jurisdiction
- 18.1 These Conditions, any Orders and Agreements and any disputes arising therefrom or related thereto, as well as related negotiations, shall be governed by the laws of the Netherlands.
- 18.2 All disputes as a result of negotiations conducted between the parties, Orders, Agreements or these Conditions shall be subject to the judgment of the competent court of Midden-Nederland. Certis shall furthermore have the right to lodge claims against the Supplier, whether or not simultaneously, with any other court of justice that is competent to take cognizance of such claims
- pursuant to national or international rules of law. If Supplier is located outside of the European Economic Area, any dispute, difference, controversy or claim arising out of or relating to an Agreement shall be submitted promptly to, and settled by, final and binding arbitration which shall be conducted expeditiously in accordance with the rules of the Netherlands Arbitration Institute (NAI). The arbitral tribunal shall be composed of three arbitrators, one of whom will be selected by Certis and one of whom will be selected by Supplier. The two arbitrators both parties appoint shall together appoint the chairman of the arbitral panel. The place of the arbitration shall be Utrecht, The Netherlands. The language to be used in the arbitration shall be English. The arbitral tribunal shall decide the matter in accordance with the rules of law and not as "*aimable compositeur*". The arbitral proceedings and award shall not be published or made available to third parties by either party or the arbitral tribunal. Any arbitral award shall be final and binding and may be enforced through any court of competent jurisdiction. Such arbitral award shall be in lieu of any other remedy.
19. Miscellaneous
- 19.1 All investments made or to be made by the Supplier for the purpose of Performance of the Agreement, shall be at the expense and risk of the Supplier.
- 19.2 Should any of the stipulations in these Conditions be null and void, be destroyed or otherwise unenforceable, this will not affect the validity of the remaining stipulations of these Conditions.
- 19.3 Third parties (including any Recipient) shall not become a party to any Agreement between Certis and the Supplier pursuant to an implicit or explicit third-party beneficiary clause in these Conditions or the Agreement.; Article 254 paragraph 1 of Book 6 Dutch Civil Code is hereby explicitly excluded.
- 19.4 After termination of the Agreement all stipulations, which, according to their nature, are destined thereto, shall continue to be in force, including, but not limited to clause 10 (Intellectual property), clause 11 (Representations and warranties), clause 13 (Termination) and clause 16 (Confidentiality).
- These Conditions have been filed with the Chamber of Commerce in Utrecht.