

GENERAL TERMS AND CONDITIONS - SUSTAINABLE

BOTANICS B.V.

Article 1 – Definitions

In these terms and conditions, the following words and phrases will have the following meanings:

1. **Additional Contract:** a contract under which the Customer purchases products and/or services in connection with a contract and under which these products and/or services are supplied by Sustainable Botanics B.V. or a third party based on an agreement between that third party and Sustainable Botanics B.V.;
2. **Day:** a calendar day;
3. **Customer:** the person who purchases the products and/or services;
4. **Contract:** a contract between Sustainable Botanics B.V. and the Customer, including - but not limited to - contracts in connection with consultancy/advisory services in the area of soil treatment and cultivation in the broadest sense.

Article 2 - Identity of Sustainable Botanics B.V.

Sustainable Botanics B.V.

Kruitmolen 1, 3146 SM Maassluis (The Netherlands)

Telephone number: +31 10 3112914

Email address: info@sustainable-botanics.com

Chamber of Commerce no. 27181816

VAT registration number: NL 808402043B01

Article 3 - Applicability

1. These General Terms and Conditions apply to all legal relationships between Sustainable Botanics B.V. and the Customer, including but not limited to offers, Contracts and services such as the provision of cultivation and other advice.
2. By accepting an offer made by Sustainable Botanics B.V., the Customer also accepts the applicability of these General Terms and Conditions. Sustainable Botanics B.V. hereby specifically rejects the applicability of the general terms and conditions of the Customer.
3. Stipulations deviating from and/or additions to these General Terms and Conditions apply only when expressly accepted in writing by an authorized representative of Sustainable Botanics B.V. Any deviation or addition agreed only refers to the delivery for which it was agreed.
4. If Sustainable Botanics B.V. enters into contracts with the Customer more than once, these Terms and Conditions will apply to all subsequent contracts, regardless of whether they were explicitly declared applicable or not.
5. If these Terms and Conditions apply to a Contract, they also apply to all contracts arising from that Contract and, furthermore, to all contracts with Sustainable Botanics B.V. the performance of which requires the engagement of third parties.
6. Sustainable Botanics B.V. strives to make the text of these General Terms and Conditions available to the Customer before the formation of the Contract. If they were not made available, before the Contract is formed, Sustainable Botanics B.V. will indicate how the General Terms and Conditions can be inspected at Sustainable Botanics B.V. and that at the request

of the Customer, the General Terms and Conditions will be sent as soon as possible free of charge, or an email will be sent with the link to the website of Sustainable Botanics B.V. where they can be downloaded free of charge at www.sustainable-botanics.com. Furthermore, they have been filed with the Chamber of Commerce in Rotterdam.

7. If these General Terms and Conditions are amended in due course but the content thereof remains generally the same, the new amended general terms and conditions will apply instead of these General Terms and Conditions.
8. In the interpretation of different, identical or conflicting stipulations in a contract or offer with a Customer and these General Terms and Conditions, the following order applies: 1) the Contract or offer and any follow-up agreements and 2) these General Terms and Conditions.

Article 4 - The offer

1. The offers made by Sustainable Botanics B.V. can be withdrawn even after acceptance; they will be valid for a period of 30 days, unless otherwise indicated. Sustainable Botanics B.V. will be bound by the offers only if the acceptance hereof is confirmed by the other party in writing within 14 days, unless otherwise indicated. Sustainable Botanics B.V. reserves the right to withdraw the offer within 5 working days after receipt of the acceptance.
2. If the acceptance differs from the offer, Sustainable Botanics B.V. will not be bound by it. In that case, no Contract will be formed in accordance with this deviating acceptance, unless Sustainable Botanics B.V. indicates otherwise.
The prices mentioned in the offers mentioned above are exclusive of VAT and other government levies, any costs to be incurred in connection with the Contract, including transport costs, travel expenses, shipping costs and administrative expenses, unless otherwise indicated.
3. Each offer will contain sufficient information so that it is clear to the Customer what the rights and obligations are that are attached to the acceptance of the offer. Sustainable Botanics B.V. is not bound by obvious mistakes or manifest errors in the offer.
4. All numbers, dimensions, weights and/or other indications given by Sustainable Botanics B.V. with regard to its products are informative and a general reflection only.
5. A combined offer does not oblige Sustainable Botanics B.V. to perform a part of the work for a corresponding proportion of the quoted price.
6. Offers do not apply to repeat orders.

Article 5 - The price and compensation of expenses

1. The employees of Sustainable Botanics B.V. perform work subject to fixed hourly rates. The rates are specified in the offer or Contract with the Customer.
The hours will be recorded and charged in 4 quarts of the hour.
 - For each kilometre driven, EUR 0.49 will be charged;
 - All other expenses incurred, including expenses incurred by third parties, after consultation with the Customer, will be charged after submission of the corresponding documents;

- If statutorily required, VAT will be charged on all the amounts mentioned above.
- 2. The rates mentioned in the offer or Contract with the Customer may be increased annually as of 1 January of the new calendar year based upon the change of the monthly price index figure according to the consumer price index (CPI), series all households (2015 = 100), published by Statistics Netherlands (Centraal Bureau voor de Statistiek (CBS)). If as a result of this a lower rate must be charged, no price adjustment will take place.
- 3. Any after-sales work following the completion of a project will be charged separately.

Article 6 - The Contract - formation

1. The Contract will be formed when the Customer accepts the offer and complies with the conditions set out in the offer.
2. If the Customer has accepted the offer in electronic form, Sustainable Botanics B.V. will confirm the receipt of the acceptance of the offer electronically within 14 working days.

Article 7 - Performance of the Contract - services, best efforts obligation

1. Sustainable Botanics B.V. will perform the Contract to the best of its knowledge and abilities and in accordance with high standards and provide the services in a professional and proper manner, based on the information and knowledge and state of the art available at that time.
2. If this is required for the proper performance of the Contract, Sustainable Botanics B.V. is entitled to have certain work performed by third parties in consultation with the Customer.
3. Sustainable Botanics B.V. does not warrant the result, but will make an effort to obtain a good result.
4. The Customer must fully cooperate to facilitate the provision of the services by Sustainable Botanics B.V. and ensure that all the information that according to Sustainable Botanics B.V. is necessary or with regard to which the Customer should reasonably understand that it is necessary for the performance of the Contract and the provision of the services will be provided to Sustainable Botanics B.V. in time. If the information required for the performance of the Contract is not provided in time to Sustainable Botanics B.V., Sustainable Botanics B.V. is entitled to suspend the performance of the Contract and/or to charge the Customer for the additional costs arising from the delay in accordance with the usual rates. The period of time to perform the Contract does not start until the Customer has made this information available to Sustainable Botanics B.V. correctly and completely.

Article 8 - Changes to the Contract

1. If during the performance of the Contract it becomes clear that it is necessary for the proper performance to change or add to the work to be performed, the parties will change the Contract accordingly by agreement and on time.
2. Without being in default as a result, Sustainable Botanics B.V. may refuse a request for contract variations if this may have

consequences in terms of the quality or quantity of the work yet to be performed. In that case, Sustainable Botanics B.V. is entitled to payment of the work of the original Contract and the repairs or additional work if it decides or has decided to perform this work.

3. Any additional work necessary will be performed after consultation between the parties and will be paid by the Customer.

Article 9 - Contract period - period of time to perform the Contract

1. The Contract between Sustainable Botanics B.V. and the Customer is entered into for the period of time that arises from the nature of the Contract and that is explicitly agreed by the parties in writing. If because of the nature of the Contract and the work there is no clear period for completion, the work will be continued for as long as necessary for the proper performance of the Contract and the work or until the Customer has explicitly indicated in writing in the interim within which period of time the work must be completed. To this or any other early termination, a 30 days' notice period applies.
2. Soil and cultivation advice and all related topics and work can only be properly provided if Sustainable Botanics B.V. is involved with the Customer for a longer period of time. Consequently, often the Contract between the parties is entered into for one year or a longer period. Depending on the results obtained and other relevant circumstances, Sustainable Botanics B.V. will frequently visit the location of the Customer and consult with the Customer to determine the period to perform the work.
3. If a period is agreed for the performance the Contract, this is never a strict deadline. Consequently, if a term is exceeded, the Customer must give Sustainable Botanics B.V. written notice of default, allowing Sustainable Botanics B.V. a reasonable period of time to comply with the Contract.

Article 10 - Payment

1. If not provided otherwise in the Contract or additional conditions, the amounts due by the Customer must be paid within 14 days after the invoice date.
2. Payment must be made in the manner indicated by Sustainable Botanics B.V. and in the currency of the invoice.
3. Objections against the amount of the invoices do not suspend the payment obligation.
4. If the Customer fails to comply with its payment obligation and no payment is made within a period of 14 days, the Customer will be in default by operation of law. In that case, the Customer must also pay interest on the amount due at 1% per month, unless the statutory interest rate is higher, in which case the statutory interest applies. The interest on the outstanding amount will be calculated as of the date the Customer is in default until the date on which the invoice amount is paid in full.
5. In the event of the winding-up, bankruptcy, seizure, or suspension of payments of the Customer, the claims of Sustainable Botanics B.V. against the Customer will be immediately due and payable.

6. If after the Contract is formed Sustainable Botanics B.V. has good grounds for believing that the creditworthiness of the Customer is insufficient or the Customer's payments will not be made or will not be made within the applicable payment term, it is entitled, regardless of the payment conditions agreed on, to demand immediate payment or provision of security for the amount due, on suspension of its obligation to supply.
7. If the Customer is in default or fails to comply with its obligations or fails to do so in time, all reasonable costs to obtain an out-of-court settlement will be at the expense of the Customer. In any case, the Customer bears the collection costs of monetary claims. The collection costs will be calculated in accordance with the collection rates recommended by the Netherlands Bar Association.
8. If Sustainable Botanics B.V. has incurred higher costs, which were reasonably necessary, these costs will also qualify for compensation.
9. Any reasonable court and enforcement costs will also be at the expense of the Customer.

Article 11 - Retention of title

1. All goods delivered by Sustainable Botanics B.V., including designs, sketches, models, drawings, software, electronic and other files, etc. remain the property of Sustainable Botanics B.V. until the Customer has complied with all obligations under all contracts entered into with Sustainable Botanics B.V.
2. The Customer cannot pledge the goods subject to retention of title or encumber them in any other way. If third parties levy attachment to goods delivered under retention of title or want to create rights thereto or enforce such rights, the Customer is obliged to inform Sustainable Botanics B.V. thereof as soon as possible.
3. If retention of title is invoked, the Customer is not entitled to any compensation of the storage costs and cannot invoke a retention of title in regard hereto.
4. If Sustainable Botanics B.V. wants to exercise the property rights referred to in this article, the Customer hereby grants unconditional and irrevocable permission to Sustainable Botanics B.V. or third parties to be designated by Sustainable Botanics B.V. to access all the places where the goods that are the property of the Sustainable Botanics B.V. are located and to take them back. The Customer is obliged to give its full cooperation, subject to a penalty of 10% per day of the total amount that it owes Sustainable Botanics B.V.
5. The Customer hereby creates a pledge on goods delivered the ownership of which has passed to the Customer as the result of payment - or which have been processed - and that are still in the possession of the Customer as security for the payment of claims, other than those mentioned in paragraph 1 of this article (including - but not limited to - future claims) that Sustainable Botanics B.V. may have or acquire against the Customer. When first requested by Sustainable Botanics B.V., the Customer will hand the goods subject to this pledge to Sustainable Botanics B.V. so as to create a possessory pledge. Paragraph 6 of this article will apply *mutatis mutandis*.

6. Furthermore, when first requested by Sustainable Botanics B.V., the Customer is obliged to: establish a pledge to the benefit of Sustainable Botanics B.V. over any claims of the Customer against insurance companies with regard to the goods referred to in this article; and/or to establish a pledge to the benefit of Sustainable Botanics B.V. over claims of the Customer against its debtors with regard to the goods referred to in this article; and/or to cooperate in any way in all reasonable measures that Sustainable Botanics B.V. wants to take to protect its interests and/or property rights, provided that the measures to be taken do not disproportionately hinder the Customer in its business operations.

Article 12 – Liability

1. If after proper notice of default Sustainable Botanics B.V. is liable, this liability will be limited to the provisions set out in this article.
2. Without prejudice to article 12.3, Sustainable Botanics B.V. will not be liable in any way on account of a Contract, wrongful act (including negligence in both cases), misrepresentation (other than fraudulent misrepresentation), breach of statutory obligations or otherwise for any damage and/or loss other than direct damage and/or loss. Direct damage and/or loss is damage and/or loss that is the direct consequence of an attributable failure or series of connected attributable failures to perform the Contract or the work. Direct damage and/or loss includes - among other things -: the reasonable costs incurred to establish the cause and extent of the damage and/or loss; the reasonable costs incurred to ensure that the performance of Sustainable Botanics B.V. conform to the Contract and the reasonable costs incurred to avoid or minimize the damage and/or loss.
3. Sustainable Botanics B.V. will never be liable for indirect damage and/or loss, including consequential damage and/or loss, lost profit, lost savings, and loss due to business interruption.
4. Sustainable Botanics B.V. will never be liable for any damage and/or loss of any nature whatsoever that is the result of incorrect and/or incomplete information provided by the Customer.
5. The total liability of Sustainable Botanics B.V. is limited at most to the amount paid by the Customer to Sustainable Botanics B.V. (exclusive of VAT) in one calendar year for the services in relation to which such liability arises.
6. The liability of Sustainable Botanics B.V. is at all times limited to the amount to which it is entitled under the liability insurance that it has taken out.
7. Sustainable Botanics B.V. must be informed about a claim for compensation of any damage and/or loss within fourteen (14) days from the date on which the damage and/or loss is established, in default whereof the claim will lapse.
8. Sustainable Botanics B.V. is not liable for and the Customer indemnifies Sustainable Botanics B.V. against claims of third parties that arise from or are connected in any way to the information or advice provided by Sustainable Botanics B.V. to the Customer.

9. Sustainable Botanics B.V. is not liable for and the Customer indemnifies Sustainable Botanics B.V. against any damage and/or loss caused by third parties engaged by Sustainable Botanics B.V.
10. The limitations of liability for direct damage and/or loss included in these Terms and Conditions do not apply if the damage and/or loss is attributable to intent or gross negligence on the part of Sustainable Botanics B.V., its employees or the third parties engaged by Sustainable Botanics B.V. in consultation with the Customer.

Article 13 - Complaints procedure

1. Any complaints about the performance of the Contract must be fully and clearly described and submitted to Sustainable Botanics B.V. no later than 3 months after completion of the work under the Contract or within 1 month after discovery.
2. If the complaints have not been submitted within the period of time set in paragraph 1 of this article, all related rights will cease to exist.
3. Complaints submitted to Sustainable Botanics B.V. will be answered no later than 14 days after the date of receipt. If a complaint requires a foreseeable longer processing time, Sustainable Botanics B.V. will answer within the period of 14 days acknowledging receipt of the complaint and giving an indication when the Customer may expect to receive a more detailed answer.
4. If Sustainable Botanics B.V. considers the complaint well-founded, it will make an effort to perform the work as agreed.
5. If performance of the work is no longer possible or useful, the parties will terminate the Contract by agreement.

Article 14 - Intellectual property

1. Subject to all other provisions of these General Terms and Conditions, Sustainable Botanics B.V. reserves all rights that it has under the Copyrights Act, including all related intellectual property rights. Except for the rights expressly mentioned in these Terms and Conditions, no other rights are granted to the Customer.
2. All documents provided by Sustainable Botanics B.V., such as reports, advice, contracts, designs, etc., are only intended to be used by the Customer. Without the express consent of Sustainable Botanics B.V., none of the offers, reports, advice, ideas, contract, designs, descriptions and other documents with regard to the knowledge and expertise applied by Sustainable Botanics B.V. that Sustainable Botanics B.V. has provided to the Customer can be made available for inspection by third parties and/or be used in breach of any other intellectual property right.
3. Sustainable Botanics B.V. is the exclusive owner of all rights and title to and interests (including intellectual property rights) in and to all materials, documents, software, websites or information arising from the provision of the services or developed for or made available to the Customer under or in connection with the Contract.

Article 15 - Force Majeure

1. The parties will not be obliged to perform any obligation if they are hindered in the performance as the result of a circumstance for which they are not to blame or for which they are not accountable by law, a legal act or according to generally accepted standards.
2. In these General Terms and Conditions, force majeure is taken to mean, apart from the meaning given to it in accordance with Dutch law and case law, all external causes, foreseen or unforeseen, beyond the control of the parties, but as a result of which the parties are incapable of performing their obligations. This includes job strikes, wars, international or national armed conflicts and preparations to that end, epidemics and pandemics and measures of national, foreign or supranational governments.
3. The parties are also entitled to invoke force majeure if the circumstance that prevents performance or further performance occurs after the parties should have performed their obligations.
4. If as the result of force majeure the Contract cannot be performed by the parties, the party that invokes force majeure must inform the other party of those circumstances in writing as soon as possible.
5. During the period that the situation of force majeure exists, the parties may suspend their obligations under the Contract. If this period lasts longer than 6 months, the parties will determine by agreement if they still want to fulfil the Contract. The Contract may be terminated pursuant to this article insofar as the parties have reached agreement on such termination, without any obligation to compensate the other party for any damage and/or loss.
6. If the parties do not reach agreement on the amendment to or termination of the Contract within 10 days after termination of the period of time mentioned in paragraph 5, each of the parties may apply to the court based on article 19.
7. If at the time the situation of force majeure occurs Sustainable Botanics B.V. has already performed part of its obligations under the Contract or will be able to perform part of its obligations and the part performed or to be performed has independent value, Sustainable Botanics B.V. is entitled to invoice the part performed or to be performed separately. The Customer is obliged to pay this invoice as if it were a separate Contract.

Article 16 - Unforeseen circumstances

1. In the event of unforeseen circumstances at one of the parties that are of such a serious nature that the other party, having regard to the requirements of reasonableness and fairness, cannot expect the unchanged continuation of the Contract, that party must inform the other party in writing of the unforeseen circumstances and the parties will hold consultations about an amendment to the Contract or the termination of the Contract or a part thereof.
2. If the parties do not reach agreement on the amendment to or termination of the Contract within 10 days after the written notification referred to in paragraph 1 of this article, each of the parties may apply to the court based on article 19.

Article 17 - Suspension - Termination

1. Unless otherwise agreed in the Contract, both parties may give written notice of termination of the Contract at all times, subject to a notice period of 1 month.
2. If the Contract is terminated early by the Customer, the Customer will be obliged to pay the invoices for the work performed till that time. The provisional results of the work performed till that time will be made available to the Customer with reservations.
3. If the Customer fails to comply with any obligation under the Contract properly, in full and on time, as well as in the event of the bankruptcy or suspension of payments of the Customer, appointment of an administrator over the Customer, shutdown or liquidation of the operations of the Customer, Sustainable Botanics B.V. is entitled, at its discretion, without any obligation to pay compensation for any damage and/or loss and without prejudice of its other rights, to terminate the Contract wholly or partly, or to suspend further performance of the Contract.
4. Furthermore, Sustainable Botanics B.V. is also entitled to terminate the Contract or have the Contract set aside if circumstances occur which are such that performance of the contract is impossible or, according to criteria of reasonableness and fairness, cannot be required or if otherwise circumstances occur which are such that unaltered continuation of the Contract cannot reasonably be expected.
5. If the Contract is terminated, the claims of Sustainable Botanics B.V. against the Customer will be immediately due and payable. If Sustainable Botanics B.V. suspends the performance of its obligations, it will still have the rights arising from the law and the Contract. Sustainable Botanics B.V. reserves the right at all times to claim compensation for damage and/or loss.

Article 18 - Confidentiality

1. Sustainable Botanics B.V. and the Customer are obliged to keep confidential any confidential information they acquired from each other or from another source in connection with the Contract. The parties that receive confidential information, will exercise the same care as it exercises in protecting its own confidential information.
2. Information is regarded as confidential if this is notified by the other party or if this arises from the nature of the information.
3. The information shared by Sustainable Botanics B.V. about the performance of the work is considered confidential at all times.
4. The conditions of the Contract are confidential and cannot be disclosed by either party without the prior permission of the other party.
5. The parties are not allowed to use confidential information without any other goal outside the scope of the Contract.
6. If based on the law, regulations or case law Sustainable Botanics B.V. is obliged to provide confidential information also to third parties legally authorized or designated by the court, Sustainable Botanics B.V. is not obliged to pay compensation to the Customer for any damage and/or loss and the Customer is not entitled to terminate the Contract on the ground of any damage and/or loss suffered as a result.

Article 19 - Disputes and applicable law

1. All offers and contracts to which these Terms and Conditions apply and further contracts arising from them are exclusively governed by Dutch law.
2. Any dispute whatsoever that may arise from offers and contracts to which these Terms and Conditions apply or from any subsequent contracts arising out of offers and contracts, including their performance, will be settled by the district court within whose jurisdiction Sustainable Botanics B.V. has its corporate seat, unless mandatory rules of territorial jurisdiction preclude this choice.

These General Terms and Conditions can be drafted in various foreign languages. In the event of any discussion on the interpretation of the meaning in the foreign language and the Dutch language, the interpretation in the Dutch language will prevail.