

## Article 1. Definitions

In these general conditions, the following shall be construed to mean:

- Koppert: Koppert B.V. and companies affiliated to Koppert B.V.;
- GC : These general terms and conditions of sale, delivery and payment;
- Agreement : all agreements referred to in article 2.1;
- Buyer : the party with which Koppert enters into an agreement as meant under article 2.1, receives quotes from Koppert and/or for which Koppert performs work and/or provides Advice or Services;
- Days : all calendar days, unless specified as working days;
- Complaints : all complaints from the Buyer concerning the quality and/or quantity of the delivered Natural Enemies, Pollinators and/or Products and/or Services and/or Advice;
- Destination : the location where the Natural Enemies, Pollinators and/or Products are to be delivered in accordance with the agreement, if the delivery is not made to the warehouse;
- Natural Enemies : natural enemies of diseases and pests;
- Pollinators : natural pollinators;
- Products : all other moveable property Koppert sells or delivers and/or makes available, whether for payment or at no consideration;
- Advice : specific advice or consulting by Koppert;
- Services : all services provided by Koppert with the exception of Advice.

## Article 2. Applicability

- 2.1 These GC apply to all agreements which Koppert enters into, with the exception of purchasing agreements. These GC also apply to all of Koppert's offers and work performed by Koppert. These GC also apply to all Advice and Services provided by Koppert.
- 2.2 If a Buyer who enters into an agreement with Koppert also has their own general conditions which would apply to the agreement being entered into, then the Buyer's own general conditions only apply where Koppert has explicitly agreed to them in writing. All agreements are entered into on the condition subsequent that Koppert's GC apply.
- 2.3 The provisions in article 2.1 and 2.2 may be deviated from by written agreement signed by both parties. If in such a case only one or more conditions of Koppert's GC are deviated from, the remaining conditions shall remain fully in force.
- 2.4 The Buyer with whom agreements have been entered into on the basis of the present conditions shall be deemed to tacitly agree with the applicability of these conditions to agreements to be entered into with Koppert in future.
- 2.5 These GC have been drawn up to apply to the legal relationship between Koppert and its buyers.

## Article 3. Conclusion of the Agreement

- 3.1 Koppert's offers are without obligation.
- 3.2 Quoted prices shall only apply to the quantities quoted and vice versa.
- 3.3 An agreement with Koppert is concluded in one of the following ways:
  - a. by written (whether digital or otherwise) confirmation on Koppert's part of an order placed by the Buyer, provided this confirmation is signed by a person who is authorized to enter into the agreement;
  - b. by the reaching of a written consensus on an order form which is used by Koppert and the signing thereof by Koppert's representative and the Buyer, unless Koppert notifies the Buyer in writing by not later than the fourth day thereafter that Koppert refrains from giving its consent to the agreement, in which case no agreement has been concluded, except in case the agreement has already been performed, in whole or in part, by Koppert.
- 3.4 Article 3.3 shall apply accordingly to amendments and/or additions to agreements entered into.
- 3.5 Koppert retains all rights to the information contained in Koppert's quotations and the accompanying samples and instructions for use.

## Article 4. Prices

- 4.1 Unless agreed otherwise, Koppert's prices are always net and therefore exclusive of insurance, freight, duties, and VAT among others.
- 4.2 If no binding price has been laid down in the agreement, the price generally used by Koppert on the date of delivery shall apply.

## Article 5. Delivery, title and risk

- 5.1 Delivery takes place, depending on what has been agreed, by issue of the Natural Enemies, Pollinators and/or Products at the place of destination designated by the Buyer or upon the Buyer's collection of the Natural Enemies, Pollinators and/or Products at Koppert.
- 5.2 Koppert retains title to the Natural Enemies, Pollinators and/or Products delivered until the Buyer:
  - has paid the purchase price in full;
  - has paid for the work carried out or to be carried out by Koppert (insofar as at the Buyer's expense); and has met any obligations resulting from the failure to meet the Buyer's contractual obligations.
- 5.3 If the Buyer remains in default of meeting the obligations referred to under 5.2, Koppert is entitled to retrieve the Natural Enemies, Pollinators and/or Products from whatever location at which they are found.
- 5.4 Unless expressly agreed otherwise, the times of delivery stated by Koppert shall be treated as an approximation and shall never be considered strict deadlines.

- 5.5 The Buyer is not entitled to any claims against Koppert for compensation of any damages suffered in any manner as a result of late delivery, excepting in cases of intent or gross negligence on the part of Koppert. The Buyer indemnifies Koppert against any claims that third parties may bring or attempt to bring against Koppert on account of late delivery.
- 5.6 Koppert reserves the right to make partial deliveries as determined by Koppert.
- 5.7 Excepting where otherwise agreed, the Natural Enemies, Pollinators and/or Products are transported at the expense and risk of the Buyer.
- 5.8 Minor variations in regard to the stated measures, weights, quantities and other similar parameters shall not be deemed shortcomings.

## Article 6. Payment

- 6.1 All payments to be made to Koppert under these GC shall be made in full without any discount or setoff within 30 days after the invoice date, free of charge to Koppert, at Koppert's office or by transfer to Koppert's bank or giro account. Payment must be made in the currency of the invoice. Koppert is entitled to stipulate a shorter payment term.
- 6.2 In case of liquidation, insolvency, suspension of payments, bankruptcy, transfer of business or merger or divestment of the Buyer; vesting of a pledge on goods delivered without Koppert's prior consent, termination of credit or freezing by the Buyer's financier, Buyer's obligations vis-à-vis Koppert shall be payable immediately and the Buyer is in breach effective immediately without prior notice of default.
- 6.3 If Koppert has reason to expect that the Buyer will not meet its obligations, Koppert has the authority to demand from the Buyer payment in advance or a security for compliance with its payment obligations, and to suspend the performance or further performance of the agreement until the advance payment has been made or the demanded security has been provided. If the Buyer refuses to meet Koppert's request to that effect, Koppert shall furthermore have the right to immediately demand the purchase sum, or to dissolve by cancellation the purchase agreement without prejudice to Koppert's right to full payment of damages.
- 6.4 If it is agreed that Natural Enemies, Pollinators and/or Products are to be sent under condition of cash on delivery and upon arrival of the Natural Enemies, Pollinators and/or Products at destination, the Buyer refuses to pay the costs of the Natural Enemies, Pollinators and/or Products or the freight costs, Koppert shall be entitled to dissolve the agreement with immediate effect by written notice of cancellation.
- 6.5 If an agreement is dissolved pursuant to article 6.3 or 6.4, all costs of carriage, any storage or other costs, as well as Koppert's lost profit shall be for the account of the Buyer.
- 6.6 If the Buyer does not meet its payment obligation in full within the term referred to in article 6.1, the Buyer is in breach without any further notice of default.
- 6.7 As soon as the Buyer is in breach, the Buyer is obliged to pay to Koppert interest on the total exigible amount at the rate of the currently applicable statutory interest or commercial interest (as appropriate). This interest shall be exigible whether or not Koppert B.V. makes an explicit claim for payment of this interest. In addition, the Buyer is obliged to compensate Koppert in full for the losses Koppert suffers as a result of a fall in the exchange rate of the currency in which payment is made as compared to the euro, calculated from the moment the agreement was entered into.
- 6.8 If the Buyer fails to meet one or more obligations, all judicial and extrajudicial collection costs associated with the collection of these claims will be borne by the Buyer. These costs shall at least include the internal costs incurred by Koppert, as well as the costs of the attorney and/or bailiff in charge of said collection. The extrajudicial collection costs will comprise the reasonable costs incurred for obtaining an out-of-court settlement and the interest incurred thereon.

## Article 7. Force majeure

- 7.1 If Koppert is unable to meet its obligations on account of circumstances beyond its control, it shall immediately orally inform its Buyer thereof and confirm this in writing. In the event of force majeure with reason Koppert shall be entitled to suspend the performance of the agreement or to dissolve, in whole or in part, the agreement within 30 days after the fact causing the force majeure occurred, by a written statement to the Buyer, without having any obligation vis-à-vis the other party to indemnification.
- 7.2 Force majeure means any circumstance beyond the control of the parties as a result of which the compliance with and/or timely performance of the agreement can no longer, within reason, be expected by the Buyer, including in any case but not limited to: war, danger of war, insurrection, fire, interruption in manufacturing, strike, lock-out, storm, transportation problems, snow, traffic problems, sickness of personnel, the non-compliance or delayed compliance with their obligations on the part of suppliers, flooding, hail, rain, fog, frost, black ice, production failure.

## Article 8. Complaints

- 8.1 The Buyer shall inspect the Natural Enemies, Pollinators and/or Products immediately after receipt for visible defects. Once accepted by the Buyer, the Natural Enemies, Pollinators and/or Products are shall be deemed correctly delivered, unless they prove to have defects that cannot be detected upon reasonable inspection (within 24 hours of receipt). The Buyer will report any complaints on defects observed to Koppert in writing immediately after observation, and will confirm them no later than within 2 working days after observation in writing to Koppert. Failure to do the above will result in the Buyer's right to invoke the failure of the Natural Enemies, Pollinators and/or Products to answer to the agreement being cancelled. Complaints concerning Services and/or Advice must be reported to Koppert in writing within 14 days of delivery of the Services or Advice concerned. Failure to do so will result in the Buyer's right to invoke the failure of the Services and/or Advice to answer to the agreement being cancelled.

- 8.2 Complaints must be specified with as extensive a description as possible detailing the nature of the failure (and within the time period specified in Article 8.1). Insufficiently specified complaints will not be accepted by Koppert and do not affect the Buyer's obligation to pay the full invoiced amount.
- 8.2.1 In the event of a submitted claim, Natural Enemies, Pollinators and/or Products in question cannot in any case be offered for sale or resale. All Natural Enemies, Pollinators and/or Products for which a complaint has been submitted must be kept separate until the inspection has been performed by Koppert or an expert agency hired by Koppert.
- 8.3 In the event of a complaint the Buyer is, in part, obligated to give Koppert the opportunity to inspect the crop in which the Natural Enemies, Pollinators and/or Products delivered by Koppert are used, and the Buyer shall give Koppert access to all relevant data, including the registration of the climatological circumstances and the application records of chemical and non-chemical pesticides, fertilizers etc.
- 8.4 If in Koppert's opinion it is plausible that the application of the Natural Enemies, Pollinators and/or Products delivered by Koppert, as a result of circumstances attributable to the Buyer, will not lead to the intended result, Koppert shall be entitled to discontinue any further deliveries. The Buyer shall in that case be obliged, as regards the Natural Enemies, Pollinators and/or Products delivered, to pay a pro rata portion of the agreed price.
- 8.5 Non-visible defects, such as field performance, shall be reported to Koppert in writing immediately after detection, such also on the penalty of forfeiture of the right thereto.
- 8.6 In case of complaints, the Buyer shall be obliged to follow Koppert's instructions, in failure whereof any claim on account of complaints on the part of the Buyer shall lapse
- 8.7 If the Natural Enemies, Pollinators and/or Products must be used outside the Netherlands, Koppert shall only be responsible for the compliance of the Natural Enemies, Pollinators and/or Products to be delivered with the technical or biological requirements or standards set by the law or provisions in the country where the Natural Enemies, Pollinators and/or Products are to be used, if upon the conclusion of the agreement the Buyer has made specific reference in writing of both the use in the specific country and the applicable requirements, and Koppert has accepted these in writing.

#### Article 9. Warning

- 9.1 The Buyer must be aware that the trading in and the application of the Natural Enemies and Pollinators require a high level of monitoring and expertise. Consequently, the Buyer is obliged to adhere to the stipulations, instructions, Advice, and manuals prepared by Koppert as regards transport, placement and handling of the Natural Enemies, Pollinators and/or Products as notified to the Buyer by Koppert from time to time. Koppert reserves the right to amend these stipulations, instructions, Advice, and manuals as frequently as Koppert deems this necessary.
- 9.2 The Buyer is obliged to pass on all stipulations, instructions, Advice, and manuals received from Koppert concerning the Natural Enemies, Pollinators and/or Products to any subsequent buyers.

#### Article 10. Liability, Limitation of Liability

- 10.1 Koppert is liable for damage as a result of defects in the Natural Enemies, Pollinators and Products delivered, or as a result of incorrect Advice and Services, insofar as this is caused by intent or gross negligence on the part of Koppert.
- 10.2 Koppert is only be obliged to pay damage which is the immediate and direct result of defects in the Natural Enemies, Pollinators, and Products delivered. Specifically, the obligation to pay damages shall not cover damage as a result of loss of harvest, crop damage and/or damage due to deterioration of the structure of the soil. The payments of damages claimed shall not exceed the maximum referred to in paragraph 3 of this article.
- 10.3 Except in the case referred to under paragraph 1 of this article, Koppert's liability with respect to the Natural Enemies, Pollinators and Products delivered, as well as Services and Advice provided shall be limited to delivery of new Natural Enemies, Pollinators and/or Products free, or to reimbursement of 100% of the invoice amount or the portion thereof to which the damage relates, in case of a shortcoming attributable to Koppert, other than as a result of exceeding a delivery term. This choice will be at Koppert's discretion.
- 10.4 Koppert is not liable with regard to the Buyer in a limitative sense if:
  - damage occurs due to improper use of the Natural Enemies, Pollinators and/or Products or as a result of defects attributable to the Buyer in its operation or methods, or as a result of the use of substances or pest control method(s) harmful to the Natural Enemies, Pollinators and/or Products;
  - damage occurs due to the use of data provided by or on behalf of the Buyer which subsequently proves to be incorrect or incomplete;
  - damage results from circumstances unforeseeable to Koppert. Unforeseeable shall mean any circumstance not expressly mentioned by the Buyer in reference to Koppert's liability when the agreement was entered into;
  - The Buyer fails to pass on all stipulations, instructions, Advice, and manuals, received from Koppert concerning the Natural Enemies, Pollinators and/or Products mentioned by the Buyer in reference to Koppert's liability when the agreement was entered into to any potential further purchasers;
  - the Buyer uses the Natural Enemies/Pollinators and/or Products delivered outside the business or for personal purposes;
  - damages arise as a result of third party products delivered by Koppert at the Buyer's request, excepting in cases of intent or gross negligence on Koppert's part.
- 10.5 The Buyer indemnifies Koppert against all third party claims arising from improper use or use not in accordance with the requirements, instructions, Advice and manuals provided by Koppert in relation to the Natural Enemies, Pollinators and/or Products, by the Buyer or any person for whom the Buyer is liable or to whom the Buyer is obliged to pass on the requirements, instructions, Advice and manuals.
- 10.6 In the event that Koppert provides Services and Advice, Koppert's liability is fully excluded if Natural Enemies, Pollinators and/or Products of third parties are applied to the crop. This is because all Koppert's Services and Advice are based on the knowledge-

of and experience with the Natural Enemies, Pollinators and/or Products delivered by Koppert. Koppert cannot guarantee that Koppert's Advice can be equally applied to Natural Enemies, Pollinators and/or Products delivered by third parties.

- 10.7 The Buyer indemnifies Koppert against all third party claims which third parties may instigate against Koppert in connection with Services and Advice given by Koppert.
- 10.8 Any claim for compensation of damages shall lapse in any event after 12 months calculated from the date on which the damage occurred.

#### Article 11. Dissolution of the Agreement

- 11.1 Without prejudice to the provisions in the previous articles and the law, Koppert is entitled to suspend the performance of the agreement with immediate effect, either in whole or in part, without the requirement of a further notice of default or court intervention and without any obligation on Koppert's part to pay damages, to wit in the following cases:
  - the Buyer has been granted suspension of payments, has been declared bankrupt, or is otherwise insolvent;
  - an attachment is laid against the Buyer;
  - the Buyer dies or is placed under conservatorship;
  - the Buyer does not meet an obligation imposed on it pursuant to statutory provisions, the agreement entered into or these GC;
  - the Buyer decides to discontinue, liquidate or transfer its business or a significant portion thereof, or decides to change the object of its business.
- 11.2 In the cases referred to in the previous paragraph of this article, Koppert is entitled to demand payment from the Buyer for the activities and deliveries already carried out, including a payment for damages, costs and interests, as well as for any loss of profit on Koppert's part.

#### Article 12. No Reproduction

- 12.1 The Buyer is forbidden to reproduce Koppert's Natural Enemies and/or Pollinators with the objective of supplying the Natural Enemies and/or Pollinators produced to third parties.
- 12.2 For any violation of provisions in the above paragraph, the Buyer shall incur a penalty payable to Koppert with immediate effect and without any notice of default in the amount of EUR 50,000 for each violation and for each day the violation continues, without prejudice to Koppert's right to demand compliance with the obligations to which the penalty clause pertains and without prejudice to Koppert's right to claim full payment of damages. The penalties shall be subject to statutory interest payable as of the day they are incurred.

#### Article 13. Privacy

- Koppert enforces its own privacy policy and processes personal data in a manner consistent with the requirements of the General Data Protection Regulation (GDPR). The Koppert privacy statement applies. See: <https://www.koppert.com/privacy-statement/>
- Koppert ensures that the personal data you provide to Koppert will be treated confidentially. Koppert will process your data for purposes such as entering into and the execution of agreements.

#### Article 14. Applicable law and the Competent Court

- 14.1 All Koppert's quotations, work, Agreements, Advice, Services, and Agreements resulting therefrom or relating thereto are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention is explicitly excluded.
- 14.2 The District Court of Rotterdam is exclusively competent to adjudicate any disputes, to the exclusion of all other forums.

#### Article 15. Proof

- 15.1 Koppert's administrative data is decisive in the assessment of the financial amount of the Agreements entered into with Koppert.
- 15.2 Any amounts, measurements, and weights mentioned in Koppert's invoice or bill of lading between the Buyer and Koppert will be deemed accepted as correct.

#### Article 16. Amendment of Conditions and Nullity

- 16.1 Koppert has the right to make amendments or additions to these GC without prior notice to Koppert's buyers.
- 16.2 If one or more of the present conditions have become or will become void or annulled due to statutory measures and/or court decisions, the applicability of the remaining conditions of these GC shall not be affected.
- 16.3 If any provision under an agreement or these GC has been annulled or is void, Koppert shall replace this provision with a valid provision, which shall approximate the purpose of the agreement and/or the annulled/void provision as much as possible.

#### Article 17. Translations

These conditions have been drawn up in both the Dutch and the English language. In case of any discrepancy between the Dutch and the English text, the Dutch text shall be binding.