

GENERAL SALES AND DELIVERY TERMS AGRIMASS B.V.

Chamber of Commerce no. 82272506

These terms and conditions can also be perused at the offices of Agrimass B.V. and they will be forwarded upon first request.

General

These general sales and delivery terms (in the following: the "Terms and Conditions") apply to all agreements concluded by Agrimass B.V. (in the following: "**Agrimass**") with a third party (in the following referred to as: the "**Contracting Party**"), regardless of whether Agrimass is the purchaser, seller, client, or contractor. By agreeing to these Terms and Conditions, the Contracting Party accepts beforehand that the Terms and Conditions also apply to future agreements with Agrimass. Deviations with respect to what is agreed upon in the Terms and Conditions are only recognised if confirmed by Agrimass in writing.

1. Scope, derogation conditions Contracting Party, term of validity quotations

- 1.1 If Agrimass purchases assets/services from a Contracting Party, this is defined in these Terms and Conditions as "**Agreements**". In case Agrimass delivers assets/services to a Contracting Party, this is defined in these Terms and Conditions as "**Products**".
- 1.2 Any possible conditions and clauses listed in one (or several) document(s) issued by the Contracting Party prior to or after the issue by Agrimass of any document in which these Terms and Conditions are set forth or in which these Terms and Conditions are referred to, are hereby expressly rejected and set aside by Agrimass. The relevant conditions and clauses of the Contracting Party are not applicable at all to Agreements and/or Products.
- 1.3 All quotations issued by Agrimass are non-committal. Orders are not considered accepted until after Agrimass has confirmed this order in writing to the Contracting Party, or alternatively after Agrimass has implemented the order by acting correspondingly.

2. Prices and Rates

- 2.1 All prices issued by Agrimass are always listed in Euros, exclusive of VAT. Established prices only regard the processing of the goods, which were agreed upon in accordance with the composition and packaging.
- 2.2 The prices issued by Agrimass are exclusive of taxes, duties, or comparable levies that according to the law apply now or at any time in the future to the Products or other charges. The introduction and/or increase of import duties, levies, sales tax and/or other taxes on (the delivery of) the goods or the raw and/or ancillary materials required for this or any other increase of the costs that arise after conclusion of the agreement will be passed on by Agrimass to the Contracting Party.
- 2.3 Changes to specifications and/or quantities requested by the Contracting Party may have consequences for the prices and/or delivery time of the goods.
- 2.4 A bill of lading, delivery slip, or similar document issued upon delivery is deemed to correctly represent the quantity of the delivered product, unless the Contracting Party has communicated its objections against

it immediately upon delivery of the product and has noted these on said document.

3. Payment, interest, and costs, suspension

- 3.1 Unless established otherwise in writing, Agrimass bills the price of the Products delivered to the Contracting Party following delivery of the Products in accordance with the applicable mode of delivery.
- 3.2 Payment is due within fourteen (14) days after invoice date, unless it was established otherwise in writing between Agrimass and the Contracting Party.
- 3.3 All payments must be transferred to the bank account number submitted by Agrimass. If delivery takes place in batches, every batch can be billed separately and must be settled on the due date. No discounts are granted for advanced payment, unless Agrimass has agreed to such discount in writing.
- 3.4 Besides all other legal rights and legal instruments that Agrimass may have on grounds of the applicable Law, on all arrear payments, to the extent legally permitted, interest is applied against a rate of one (1) percent per month (or part thereof) or – if it is higher – against the applicable statutory interest rate as from the due date until the date of full settlement, without a default notice being required to such effect. If no payment term is indicated in the quotation or agreement, the interest will be calculated as from the day following the final day of the payment term as indicated on the invoice.
- 3.5 In case of a dispute with respect to a part of the invoice, the part of the invoice that is not under dispute will be paid in accordance with the preceding.
- 3.6 If the Contracting Party, after it has been warned by Agrimass – in the form of a reminder – to pay an invoice the due date of which has expired has not settled it still within fourteen (14) days, the Contracting Party owes a fee for extrajudicial collection costs of fifteen (15) percent of the outstanding principal sum to Agrimass. If Agrimass proceeds to take (extra-)judicial measures, the costs thereof will be borne integrally by the Contracting Party.
- 3.7 All deliveries of Products by Agrimass to Contracting Party depend at all times on the establishment of the creditworthiness of Contracting Party required by Agrimass. If in the opinion of Agrimass the financial situation of the Contracting Party at any time is such that it is not justified to proceed with the delivery of Products on the basis of the afore-mentioned payment terms, Agrimass can stipulate full or partial payment in advance or other payment terms as a condition for delivery and Agrimass can proceed with suspension, deferral, or termination of the granting of credit, delivery, or any other action or performance on the part of Agrimass in the context of the agreement.
- 3.8 If the Contracting Party is negligent with the payment of any costs or charges that are due, or is in default otherwise, Agrimass has the right to refuse implementation of the agreement and/or delivery of Products until the Contracting Party has settled the amounts owed and Agrimass can proceed with suspension, deferral or the termination of the granting of credit, delivery, or any other action or performance on the part of Agrimass in the context of the agreement. This right will be effective besides and not take the place of any other rights and legal instruments that are effective or that are available on account of the agreement or the law.

4. Delivery, retention of title

- 4.1 Products are delivered Ex Works in accordance with INCOTERMS, most recent version, by Agrimass, by such transporter as is determined by Agrimass, unless a different manner of delivery is established in writing. The place of delivery is to be indicated by the Contracting Party. The costs of transport from the enterprise of Agrimass are borne by the Contracting Party. As from the moment that the Products are offered by Agrimass to the transporter, the risk of loss associated with the Products is transferred to the Contracting Party. The costs of the transport from the enterprise of Agrimass are borne by the Contracting Party.
- 4.2 Delivery dates submitted or confirmed by Agrimass only apply by approximation and Agrimass cannot be held accountable, nor be deemed to be negligent on such basis with the fulfilment of their obligations vis-a-vis the Contracting Party for any reason whatsoever. Agrimass commits itself to exert itself within commercially reasonable limits to comply with the delivery dates submitted or confirmed by it, on condition that the Contracting Party provides all order and delivery information required within a reasonable term before the relevant delivery date.
- 4.3 The Contracting Party must inform Agrimass in writing if delivery has no taken place and must grant Agrimass a term of thirty (30) days to restore the negligence. If Agrimass does not deliver within this term of thirty (30) days, the Contracting Party has as its sole and exclusive legal instrument the option to rescind the relevant, non-implemented parts of the agreement.
- 4.4 Agrimass reserves itself the property of all Products delivered and yet to be delivered pursuant to the agreement with Contracting Party to Contracting Party until the time when Contracting Party has complied with all its obligations vis-a-vis Agrimass. Expressly included in obligations of Contracting Party, though not solely, is the payment of the purchase price of the matters delivered and yet to be delivered, increased by the claims on account of attributable shortcomings of Contracting Party in fulfilling its obligations, also including the payment of compensation of damages, (extra-)judicial collection costs, and any possible interest.
- 4.5 Until the property of the Products has been transferred to the Contracting Party, the Contracting Party may not transfer or pawn the Products to a third party, nor grant, transfer or incorporate a right to or the property of the Products to a third party, except to the extent the latter occurs in the context of normal business operations.
- 4.6 The Contracting Party must make sure that the Products remain identifiable as Products obtained from Agrimass. The Contracting Party will at all times offer Agrimass (or its representatives) free access to the location where the Contracting Party has stored the Products.
- 4.7 Were the Contracting Party not to comply with its payment obligations vis-a-vis Agrimass or provide grounds to assume that it will not comply with its payment obligations at all or in part, then the Contracting Party is obliged upon request of Agrimass to return those Products at own expense to Agrimass the property of which has not passed yet and the Contracting Party commits itself to render Agrimass all assistance to enable Agrimass to (let) recover its own Products.
- 4.8 If the delivery capacity of Agrimass is limited due to any cause, Agrimass has the right to distribute the available Products entirely at own discretion over its client portfolio and this may entail, depending on the situation given, that fewer Products are sold and delivered to

the Contracting Party than is established in the agreement, without any responsibility or liability arising for Agrimass vis-a-vis the Contracting Party for any such damage as may result.

5. Force majeure

- 5.1 Force majeure in the widest sense of the word relieves Agrimass of its obligation to deliver within a certain term or on a certain date and confers the right to them if necessary to suspend the relevant agreement or to rescind it completely or in part by way of a written notification thereof to the Contracting Party, without the Contracting Party having any entitlement to compensation of damages.
- 5.2 By the term "Force Majeure" are intended circumstances or events - whether or not foreseeable at the time of adoption of the Agreement - which by standards of reason lie outside the sphere of influence of Agrimass and as a result of which the fulfilment of its obligations cannot reasonably be demanded of it. This definition also covers force majeure and/or negligence on the part of one of the suppliers of Agrimass
- 5.4 If the situation of Force Majeure remains in effect for a period of three (3) consecutive months (or if it is reasonably expected by Agrimass that the delay will extend over a period of three (3) consecutive months), Agrimass has the right to rescind the Agreement completely or in part, without any liability vis-a-vis the Contracting Party arising as a result.

6. Inspection, acceptance, and complaints

- 6.1 Contracting Party is obligated to adequately control the matters delivered by Agrimass that may or may not consist entirely or partially of waste products and/or byproducts, which substances may derive, e.g., from third parties and the nature and composition of which may vary, so that it is possible that these matters are contaminated with components that are not inherent in the product, upon receipt, prior to processing or adaptation, or to have them controlled, for correspondence with the quality or type stipulated by agreement. To the extent an inspection takes place, Contracting Party must allow Agrimass to attend this inspection.
- 6.2 The goods delivered by Agrimass count as accepted by Contracting Party if:
- I. Agrimass within the term set respectively in article 6.4 or 6.5 has not received a written complaint of Contracting Party in which it is indicated specifically (and where possible with substantiation) on what grounds the goods are not accepted; or alternatively
 - II. Contracting Party uses the delivered goods in its production process, integrates them in its goods, or repackages them.
- 6.3 Acceptance in the sense of this article counts as the granting of discharge to Agrimass with respect to their obligations in connection with the delivery of the goods that are the object of the acceptance.
- 6.4 Complaints that regard the quantity of delivered goods and defects that are visible upon delivery must be noted immediately on the accompanying documents.
- 6.5 Complaints that regard invisible defects must occur within 24 hours after identifying the defect, or at least within a reasonable term.
- 6.6 Before the Contracting Party may reject the goods, it must allow Agrimass to accommodate their objections, or respectively to replace the goods, or at least allow Agrimass to have the Products inspected by such expert as is designated by them.

7. Limitation of liability

- 7.1 Agrimass is not liable for lost turnover and/or profit, lost savings, loss of reputation, loss of goodwill, compensation of damages of an indirect, concomitant, or special nature, nor for compensation of damages imposed by way of punishment or in connection with consequential damage flowing from or related to the Agreement or the sale of Products or services by Agrimass or the use thereof, regardless of whether such compensation of damages is based on an unlawful action, an assurance of the contractual relationship, or any other legal grounds, and even if Agrimass was informed or is aware of the possibility of such (compensation of).
- 7.2 The total and cumulative liability of Agrimass vis-a-vis the Contracting Party in the context of any Agreement is limited to the amount of ten percent (10%) of the sum that is involved in the relevant agreement, or rather the amount of the disbursement of the business liability insurer of Agrimass if it is lower than ten percent (10%) of the sum involved in the relevant agreement.
- 7.3 Any possible claim of the Contracting Party for compensation of damages must be submitted by him within two months after the date of the event on which the claim is based, while a possible lawsuit must be filed within one (1) year after the date of the claim. Claims that are submitted without regard for what is established here are void.

8. Transfer and setoff

- 8.1 The rights and obligations of Contracting Party in the context of the agreement are not transferable. The Contracting Party does not have the right to withhold or lower any payments or to set off any existing and future claims against any payments that are due for Products and/or Agreements that were sold and/or delivered in the context of the agreement or any other agreement that the Contracting Party might have with Agrimass. The Contracting Party will settle the amounts owed without taking into account any setoff claimed that the Contracting Party or any party on its behalf alleges entitlement to.

9. Breach and termination

- 9.1 Without prejudice to any rights and legal instruments that Agrimass may have or that may be available to Agrimass on account of the agreement or the law, Agrimass can terminate the agreement with immediate effect by way of a written notification to the Contracting Party without any liability of any nature whatsoever, if:
- (a) any provision of the agreement is violated or not respected by the Contracting Party;
 - (b) any procedure regarding insolvency, bankruptcy (also including reorganisation), liquidation, or elimination is initiated with respect to the Contracting Party (even if such a procedure is initiated voluntarily or involuntarily by the Contracting Party), the Contracting Party is placed under an administrator or trustee, or a transfer occurs for the benefit of the creditors of the Contracting Party;
 - (c) in case of a change to the control over or the property of the Contracting Party.
- 9.2 As soon as one of the events listed in article 9.1 occurs, all payments to be conducted by the Contracting Party in the context of the agreement become instantly payable and exigible. In case of the annulment, termination, or the becoming void of an Agreement, the conditions and provisions that are intended to remain in force after

annulment, termination or the becoming void of the relevant agreement will remain effectively in force.

10. Miscellaneous provisions

- 10.1 If, for any reason whatsoever, one or more provisions of these Terms and Conditions forfeit their validity or cannot be enforced, this leaves unaffected the validity or enforceability of the remaining provisions. If the conclusion were to be reached in the last instance that any provision of these Terms and Conditions is not lawful or enforceable, the relevant provision is deemed to have been removed from these Terms and Conditions, though all other provisions remain fully effective and in force and the provision that is deemed not to be lawful or enforceable is replaced by a provision of the same tenor that represents the original intention of the provision, to the extent this is legally admissible.
- 10.2 If Agrimass fails to exercise any right or legal instrument on account of the agreement, or only after some time exercises such, this may not be interpreted as a waiver of such right or legal instrument, nor can any single instance of exercise, or partial exercise of such a right or legal instrument lead to the exclusion of any further or future exercise thereof or to the exclusion of the exercise of any other right or legal instrument on account of the agreement or any related document or the law.

11. Applicable Law, competent court

- 11.1 All quotations, confirmations, and agreements are subject to and are interpreted in accordance with Netherlands Law.
- 11.2 The Vienna Commercial Convention is expressly excluded and does not apply to any agreement that Agrimass concludes with Contracting Party.
- 11.3 The court of law of Overijssel, location Almelo, is exclusively competent to hear disputes that cannot be amicably resolved, under the proviso that Agrimass has the right at all times to take legal measures or to file a procedure against the Contracting Party via any other competent court of law.

Version: 2022
