

**TERMS AND CONDITIONS OF SALE
SINERIA HOLLAND BV**

1. DEFINITIONS AND APPLICABILITY

- 1.1 The following definitions apply to these Terms and Conditions of Sale:
- a. "Agreement": an agreement for the sale and supply of Products and the provision of services by Sineria to the Buyer, this includes, but is not limited to, the pro forma invoices issued by Sineria and accepted by the Buyer;
 - b. "Buyer": any natural person or legal entity that has entered into an Agreement with Sineria or that wishes to enter into an Agreement with Sineria;
 - c. "Confidential Information": all information disclosed by Sineria to the Buyer, whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Confidential Information in any case includes the contents and existence of the Agreement and the business relationship between Sineria and the Buyer;
 - d. "Products": all products that Sineria offers, sells or supplies, or has offered, sold or supplied, to the Buyer;
 - e. "Sineria": the company, which enters into an Agreement with a Buyer or has the intention of doing so;
 - f. "Terms and Conditions of Sale": these general terms and conditions of sale
- 1.2 All offers, orders and Agreements of Sineria shall be subject to these Terms and Conditions of Sale, to the exclusion of any other general terms and conditions.
- 1.3 By accepting an offer or placing an order, the Buyer accepts the applicability of these Terms and Conditions of Sale.
- 1.4 Unless explicitly agreed otherwise in writing, these Terms and Conditions of Sale shall take precedence over any other communication (oral or in writing) between Sineria and the Buyer relating to the sale of the Products and/or services provided by Sineria to the Buyer.
- 1.5 Any orders submitted by the Buyer are requests and do not bind Sineria in any way. Sineria is under no obligation to accept an order.

2. PRICES AND SHIPPING COSTS

- 2.1 Unless expressly agreed upon otherwise in writing, all prices quoted for the Products and services offered are excluding VAT or other taxes and excluding handling and shipping costs or other levies.
- 2.2 If the ordered Products or services provided by Sineria to the Buyer are subject to any taxes, Sineria may charge the relevant taxes to the Buyer, which shall be paid by the Buyer in addition to the prices quoted.
- 2.3 In the event the Buyer requests expedited delivery of Products, Sineria reserves the right to charge the Buyer for associated costs.

3. PAYMENT

- 3.1 Unless expressly agreed upon otherwise in writing, payment of the agreed price shall be made within the payment term mentioned on the invoice.
- 3.2 The Buyer shall not rely upon any deductions, discounts or suspensions in respect of payment.
- 3.3 The Buyer is not entitled to offset payments.
- 3.4 In the event that payment has not been made within the agreed payment term, the Buyer shall be obliged to pay default interest at 1,5% per month on the amount outstanding with effect from the date on which payment ought to have been made.
- 3.5 In the event that the Buyer fails to make payment within the term stipulated when the notice was given the Buyer must pay all expenses, including judicial and extrajudicial costs, incurred in respect of the collection of the amount due. The extrajudicial costs shall be set at a minimum of 15% of the total sum outstanding.
- 3.6 Payments made by the Buyer shall be used in the first instance to settle all interest amounts and/or costs owed and subsequently to settle the outstanding invoices, starting with the longest outstanding debts.
- 3.7 At Sineria's first request, the Buyer shall provide any type of security requested, whether or not additional, to secure its payment obligations to Sineria on conditions approved by Sineria. The Buyer shall provide such security at least twenty (20) calendar days before the agreed date of delivery or at least twenty (20) calendar days before the earliest date within the agreed delivery period.

4. DELIVERY AND CANCELLATION

- 4.1 Unless expressly otherwise agreed in writing, delivery shall be made "ex works" (EXW) from the production location indicated by Sineria. The interpretation of the used Incoterm shall be governed by the edition of the Incoterms issued by the International Chamber of Commerce that was most recent at the time the Agreement was entered into.
- 4.2 The dates of delivery stated are indicative and non-binding. Failure to meet the quoted delivery time shall not entitle the Buyer to compensation or to cancel the order or dissolve the Agreement.
- 4.3 The Buyer shall be obliged to take delivery of the Products and to do all the acts which can reasonably be expected of the Buyer in order to enable Sineria to make the delivery according to the agreed Incoterms. In the event the Buyer breaches this obligation, the risk regarding the Products shall, irrespective of what trade term applies, pass to the Buyer on the moment of such breach and all costs incurred by Sineria in connection with the delivery, as well as any further costs of transport, safekeeping and storage shall be borne by the Buyer.
- 4.4 After informing the Buyer thereof, Sineria shall be entitled to make partial deliveries and to invoice each delivery.
- 4.5 Sineria shall be entitled to suspend its delivery obligations under the Agreement in the event there are, to Sineria's sole discretion, reasonable and objective grounds to doubt whether the Buyer is able or willing to fully and timely fulfil its payment obligations.
- 4.6 A request by the Buyer to cancel or modify any order (or part thereof) must be submitted and received in writing by Sineria and is subject to Sineria's written approval. The Buyer may incur charges for order modifications or cancellations.
- 5. FORCE MAJEURE**
- 5.1 Sineria will not be liable in any respect for failure to perform its obligations if hindered or prevented, directly or indirectly by war (declared or undeclared), national emergency, inadequate transportation facilities, machinery or equipment failure,

Sineria's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to Sineria, fire, flood, windstorm or other act of God, strike, lockout or other labour dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of Sineria (each a "Force Majeure"). Sineria shall have no obligation to procure any Products from other sources. In the event that the duration of a Force Majeure exceeds three (3) months or is reasonably expected to exceed 3 months, Sineria is entitled to withdraw from any obligation it may have to supply the Products to the Buyer without the Buyer having any right to compensation.

6. RETENTION OF TITLE

- 6.1 The Products delivered shall remain the property of Sineria until all sums owed by the Buyer to Sineria, including the interest amounts and extrajudicial collection costs due, have been paid and received in full. The risk shall be transferred at the moment of supply of the order in accordance with the provisions of article 4.
- 6.2 Until the Buyer becomes the full and unconditional owner of the Products in accordance with article 6.1:
- a. the Buyer shall store the Products separately from its own products or the products of any other person and shall identify these as the property of Sineria and preserve all labels, identifying marks and stock records identifying them as the property of Sineria;
 - b. the Buyer shall, to the satisfaction of Sineria, adequately insure the Products against loss, theft and damage;
 - c. Sineria shall have absolute authority to retake, sell or otherwise dispose of, all or part of the Products in which title remains vested in Sineria, without the Buyer being released from the Agreement as a result thereof;
 - d. for the purpose specified in article 6.2(c) above, Sineria or any of its agents or authorized representatives shall be entitled to enter any premises of the Buyer in which the Products are stored or kept, or are reasonably believed to be so during business hours without notice;
 - e. the Buyer irrevocably consents to fully cooperate with Sineria and enable Sineria to exercise its rights under articles 6.2(c) and 6.2(d) in all practical aspects, in particular by taking all commercially reasonable actions requested by Sineria that are necessary or useful to give Sineria free access to the Products and to allow the transportation of the Products; and
 - f. the Buyer shall not, without Sineria's prior written consent, assign, pledge, lease or otherwise dispose of any product or enter into any agreement by which the Products are subjected to any security right or right to surrender the Products.
- 6.3 Article 6.2 does not apply if the Buyer agreed with Sineria that it may sell the Products before it has paid for the Products.

7. CLAIMS, LIABILITY AND WARRANTY

- 7.1 Upon their delivery, the Buyer is obliged to check whether the Products delivered comply with the Agreement.
- 7.2 In the event that the Buyer discovers that the Products delivered do not comply with the Agreement, Buyer must inform Sineria of this within eight (8) calendar days specifying the nature of the non-conformity and providing all available documents, reports and other evidence necessary to evaluate the non-conformity by Sineria. Failure to do so shall result in the Buyer no longer being entitled to claim that the Products delivered do not comply with the Agreement.
- 7.3 If Sineria decides to repair the Products, it is up to Sineria if it shall arrange the shipment of the Products from the Buyer to Sineria or if the Buyer shall arrange shipment to Sineria. In the latter case, Sineria shall reimburse the shipment costs incurred by the Buyer. No Products shall be returned to Sineria without prior approval from Sineria.
- 7.4 With the exception of intentional act or omission or deliberate recklessness of Sineria, Sineria shall under no circumstances be liable for any kind of damages including but not limited to consequential damages such as loss of profits.
- 7.5 Subject to the conditions and limitations set forth in these Terms and Conditions of Sale, Sineria warrants to the Buyer, and to no other person or entity, that the Product shall materially conform to the specifications indicated on the Product's product label for the duration of the Product's shelf life. In the event that the Buyer, in the sole but reasonable opinion of Sineria, sufficiently demonstrates that the Product does not comply with the Agreement, the Buyer shall be entitled to have the Products delivered either repaired or new, or to be refunded with the amount paid for the Product, all at the sole discretion of Sineria and provided a claim was brought by the Buyer in the manner and within the timetable specified by the Sineria as set out in clause 7.2. In no event shall Sineria be liable or responsible for any labor costs or other expenses incurred in connection with the non-conforming Product, removal of the non-conforming Product or replacement Product. The original warranty shall continue with the repaired or replacement Product and shall extend for the balance of the warranty period in effect at the time the Product proves non-conforming.
- 7.6 No warranty applies if damages occur due to:
- a. failure to conduct a preliminary investigation to crop tolerance and rate of application;
 - b. nature of the product – inherent risks including but not limited to, depending on the type of product, insects, fungus, bacteria, spidermites, nematode and weed resistance;
 - c. abnormal climatic and storage conditions;
 - d. non-compatibility, i.e. mixing the Product with any other kind of product;
 - e. failure to follow the instructions mentioned on the Product's product label and Product Warranty Page which is provided with the Product, as well as any other kind of instructions provided by Sineria;
 - f. Maximum Residue Level or import tolerance, which may vary per country;

8. SUBSEQUENT BUYERS

- 8.1 The Buyer is obliged to send the 'Product Warranty Page' to the subsequent buyers before closing the agreement and is also obliged to pass on all instructions, advice and manuals received from Sineria concerning the Products to any subsequent buyers.
- 8.2 The Buyer will only resell the Products in their original packaging as provided by Sineria, including the same labelling, Product Warranty Page, and any instruction leaflets.
- 9. COMPLIANCE**
- 9.1 The Buyer complies with all applicable (inter)national laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including all applicable laws including safety and health rules and regulations, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.
- 9.2 The Buyer complies with all applicable commercial and public anti-bribery laws including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, the Buyer shall not make any facilitation payments to induce officials to perform routine functions they are otherwise obligated to perform. The Buyer shall enter into a written agreement with its subcontractors or agents that contains terms that are at least as protective of the Buyer as the present clause. The Buyer remains responsible for compliance of its subcontractors, agents and its personnel in all respects with clause 9.2.
- 9.3 The Buyer complies with all applicable (inter)national privacy laws, rules and regulations, and standards in connection with the performance of the Agreement. The Buyer expressly warrants neither to process any personal data for its own purpose nor to involve any subcontractors in processing any personal data without prior written consent of the Buyer. Sineria is entitled to audit the Buyer's compliance with these privacy laws, including without limitation, the Buyer's obligation to take appropriate technical and organizational measures to protect the personal data involved. The Buyer will contribute and cooperate to the execution of such an audit and will procure that its subcontractors will contribute and cooperate also.
- 9.4 The Buyer shall ensure that all Products are safely, lawfully, and properly received, stored, maintained, used or applied by the Buyer, and that all appropriate safety information (whether supplied by Sineria, the Buyer or others) is properly communicated to employees, subsequent buyers, and all others who require it for the safe handling or use of the Products.
- 10. INDEMNIFICATION**
- 10.1 The Buyer shall be liable and hold Sineria and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of the Products including but not limited to the situations mentioned in article 5 (Force Majeure clause) and article 7.6 (Exceeding MRL) except to the extent that this is caused by Sineria's wilful misconduct or gross negligence.
- 11. NON-ANALYSIS, INTELLECTUAL PROPERTY, AND CONFIDENTIAL OR PROPRIETARY INFORMATION**
- 11.1 The Buyer agrees that Products are being purchased for, and will be used in connection with end use applications only, and that the Buyer will not test or analyse the Products, or furnish Products to any third party for testing, analysis, or any other purpose without the written consent of Sineria.
- 11.2 Except as necessary for the use of products by the Buyer, the Buyer does not acquire any ownership or other interest or license under any intellectual property rights of Sineria under this Agreement, and shall not use any of Sineria's trade names, trademarks, or other intellectual property rights in any manner except as authorized by Sineria in writing.
- 11.3 Sineria cannot guarantee that the Products supplied to the Buyer do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.
- 11.4 Except as otherwise provided hereunder, all Confidential Information communicated by Sineria to the Buyer shall be kept in confidence and shall be used only for the purpose of any Agreement, except:
- as may be necessary to comply with laws, statutes and regulations, provided that, prior to disclosure, the Buyer notifies Sineria of such requirement and cooperates with Sineria's efforts to seek a protective order or otherwise avoid or minimize the disclosure;
 - to the extent such Confidential Information is already known to the Buyer, becomes known to the Buyer without confidentiality obligations attached, or is independently developed by the Buyer without use of the Confidential Information;
 - to the extent such Confidential Information is or becomes known to the public other than by a breach of this article 11;
 - to the professional advisers of the Buyer who are under duties of confidentiality; or
 - with prior written consent of Sineria.
- 11.5 The Buyer will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information and shall obtain appropriate undertakings of confidentiality from its employees. The Buyer shall promptly return or destroy, at Sineria's option, all Confidential Information when requested.
- 11.6 Parties agree that the applicability of the confidentiality provisions of this article 11 shall be subject to any existing non-disclosure agreement(s) and/or confidentiality agreements between the parties covering Confidential Information and/or confidentiality of the subject matter hereof and that such agreements shall take precedence over and supersede any inconsistent provisions set forth in these Terms and Conditions of Sale.
- 12. TERMINATION**
- 12.1 Sineria is entitled to partly or fully suspend the execution of all Agreements concluded between the parties, including the Agreement or, at its discretion, to partly or fully terminate these Agreements (in Dutch: *ontbinden*), including the Agreement, with immediate effect by means of a written statement, without prior notice of default, notification or judicial intervention, without Sineria being obligated to pay any compensation, and without prejudice to all its rights to compensation of costs, damage and interest if: (a) the Buyer falls short in one or more of its obligations with regards to the Agreement or related agreements; (b) (an application for) suspension of payments or declaration of bankruptcy is made by the Buyer; (c) the Buyer loses control of its assets or is placed under administration; (d) the Buyer's company is sold or terminated; (e) permits required by the Buyer for the execution of the Agreement are revoked; (f) a significant portion of the Buyer's business assets is seized; (g) Sineria serves a garnishee order on the Buyer; (h) the Buyer loses management of its assets.
- 12.2 Each party may at any time terminate the overall relationship between the parties, if existing, for convenience (in Dutch: *opzeggen*) by giving the other party a three (3) months' notice in writing. Sineria has the right to cancel all outstanding orders on the last day of the notice period.
- 13. APPLICABLE LAW AND JURISDICTION**
- 13.1 All rights, obligations, offers, orders and Agreements to which these Terms and Conditions of Sale apply, as well as these Terms and Conditions of Sale, shall exclusively be governed by the laws of the Netherlands.
- 13.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG-Vienna, 11 April 1980) shall not apply to all rights, obligations, offers, orders and Agreements to which these Terms and Conditions of Sale apply, or these Terms and Conditions of Sale.
- 13.3 All disputes arising in connection with the order and/or Agreement, or any further agreements resulting therefrom, including disputes relating to the existence, validity and/or the termination thereof, shall be submitted to the exclusive jurisdiction of the District Court of Limburg, location Maastricht, the Netherlands.
- 14. MISCELLANEOUS**
- 14.1 The Agreement is the entire agreement between the parties concerning its subject matter and supersedes all prior and contemporaneous oral and written agreements, commitments, and understandings concerning its subject matter.
- 14.2 If any provision or part of these Terms and Conditions of Sale or an Agreement is rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no further. Any such void or unenforceable part of the Agreement or the Terms and Conditions of Sale shall be (deemed to be) replaced by provisions that are neither void nor unenforceable and that differ as little as possible, in view of the aims of the Agreement and the Terms and Conditions of Sale and the relevant provisions, from the void and/or unenforceable provisions.
- 14.3 All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to articles 6, 7, 8, 9, 10, 11, 13, 14.3 and 14.4 of these Terms and Conditions of Sale shall survive.
- 14.4 Neither the failure nor the delay of Sineria to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Sineria to enforce each and every provision of the Agreement.
- 14.5 Sineria may amend these Terms and Conditions of Sale from time to time by sending a new version of the Terms and Conditions of Sale to the Buyer. Unless the Buyer raises a written objection to Sineria within four (4) weeks from the date of receipt of the new version, the Buyer shall be deemed to have accepted that the new version shall apply to any future Agreement.