

## PLANTURE LOOP B.V. GENERAL SALES CONDITIONS

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1. DEFINITIONS In these general sales conditions, the following definitions apply: “Planture Loop” means the private company with limited liability Planture Loop B.V., with its registered office in (1096 AJ) Amsterdam, Duivendrechtsekade 85H, The Netherlands. “Purchaser” means any party that purchase goods of Planture Loop or has agreed to do so, or any party to whom Planture Loop has given an assignment of any nature. “Agreement” means any agreement, including these general sales conditions, sales order in respect of the sales of goods and/or services by any party from Planture Loop, or any other assignment by any other party to Planture Loop. “Affiliate” means (a) any enterprise which directly or indirectly holds fifty (50) per cent or more of the share capital or the votes, or in any other way directly or indirectly exercises a controlling interest in a Party, or (b) any enterprise in which one of the parties directly or indirectly controls fifty (50) per cent or more of the share capital or the votes, or in any other way directly or indirectly exercises a controlling interest.

### 2. APPLICABILITY

2.1 These General Sales Conditions are applicable to and form part of all requests, offers, assignments, sales offers, other confirmations, sales agreements and other legal acts related to the sales of goods, the provision of services or the execution of assignments or the performance of other work by Planture Loop for the Purchaser.

2.2 Planture Loop expressly dismisses the applicability of any general terms and conditions of the Purchaser, unless agreed otherwise in writing.

2.3 If the contents of an Agreement differ from the contents of these general sales conditions, then the contents of this agreement shall prevail.

### 3. AGREEMENT

3.1 All sales by Planture Loop must be confirmed by Planture Loop in writing in accordance with the Notices Clause.

3.2 An Agreement is only formed and binding if Planture Loop has confirmed an offer in writing or has sent a written confirmation thereof in accordance with the Notices Clause.

3.3 Purchaser is deemed to have accepted Planture Loop’s order, unless he has notified Planture Loop in writing to the contrary within five (5) working days after the date the confirmation has been sent to Purchaser in accordance with the Notices Clause.

3.4 All orders are accepted subject to the availability of the Goods at the time of dispatch.

3.5 The Purchaser is deemed to have accepted Planture Loop’s order if he has requested to start the performance of the order.

3.6 Order confirmations from the Purchaser which deviate from the Purchaser’s order confirmation, are only binding to Planture Loop in as far as Planture Loop has accepted such deviations in writing.

### 4. PRICES, INVOICES AND PAYMENT

4.1 All prices are in cash and include the costs of delivery, the costs of clean, sound and suitable transport-worthy packing material and any other costs incurred by Planture Loop with respect to the fulfillment of its contractual obligations, unless otherwise agreed in writing.

4.2 All export duties, taxes, and levies, etc., present or future, in country of origin, or of the territory where the port or ports of shipment named in the Agreement is/are situated, shall be for Purchaser’s account, unless otherwise agreed in writing.

4.3 Purchaser shall pay the goods supplied or the services provided within thirty (30) days after the invoice date, unless otherwise agreed in writing.

### 5. DELIVERY

5.1 The Purchaser shall take delivery of the goods, in conformity with the agreed specifications, brand and/or markings and fully in accordance with the agreed terms of delivery. The trade term used in Agreements will be interpreted in accordance with Incoterms 2010.

5.2 The goods will be for the risk and account of the Purchaser during transportation to the agreed place of delivery or if otherwise agreed under the terms of the Agreement.

5.3 If Planture Loop and Purchaser have agreed that partial shipment is allowed, each delivery can be seen as a separate sales agreement.

5.4 In case of force majeure that partially or totally obstructs the execution of an Agreement, Planture Loop has and always retains the right to cancel partially or totally the Agreement, without giving any rise whatsoever to any further claims or consequences.

5.5 Always, and under all circumstances, and without limitation, the following occurrences are to be considered as force majeure: natural disasters and floating ice, epidemics, pandemics, war, mobilization, revolt, terrorism, fire in factory and/or railway company and/or seaport, blockade,

transport problems, import and export obstruction, interference of governmental measures (incl. changes in import and export regulations, duties, and levies), shipwreck before or after declaration of shipment, strike at factory and/or railway company and/or seaport, serious disruption of Planture Loop's business, including lockout, excessive sickness absence, defects in equipment, interruption in the supply of energy as well as any impossibility to perform the Agreement due to a failure of any supplier of Planture Loop or of persons or items hired/used by Planture Loop for the performance of the Agreement – these matters to be understood in the widest sense and also when these eventualities could be considered to be foreseeable

5.6 If the Purchaser fails to fulfill one or more of his obligations under an Agreement, all costs, reasonably incurred in collecting the sums due out of court will be for his account, including the costs of collection agencies, bailiffs and attorneys. Planture Loop is entitled to fix these costs at fifteen (15) percent of the amounts outstanding. The provisions of this paragraph do not affect any other rights to which Planture Loop may be entitled by law or by virtue of these Sales Conditions. The Purchaser shall also reimburse Planture Loop for all costs reasonably incurred in connection with legal proceedings where judgment is fully or substantially awarded against the Purchaser. These costs shall in any case include the fees of outside experts, bailiffs, and attorneys, even if these costs exceed the amount awarded by the court.

## 6. PAYMENT SECURITY CLAUSE

6.1 Planture Loop will retain title/ownership to all goods delivered or to be delivered to the Purchaser until the Purchaser has fulfilled all its obligations towards Planture Loop under an Agreement, which obligations include but are not limited to payment of all amounts outstanding under an Agreement. If the Purchaser fails to properly fulfill any of his obligations vis-à-vis Planture Loop, or if Planture Loop has good ground to fear that the Purchaser has good grounds that the Purchaser will fail to fulfill those obligations, Planture Loop will be authorized to take back the Goods delivered subject to retention of title/ownership without prejudice to its rights to claim further damages.

6.2 Purchaser may not set off a claim made by Planture Loop against the Purchaser against (an alleged) counterclaim against Planture Loop or suspend payment to Planture Loop unless such counterclaim has been expressly acknowledged by Planture Loop in writing, or irrevocably established by a court of law.

6.3 If the Purchaser fails to fulfill any of its obligations vis-à-vis Planture Loop under an Agreement, the Purchaser will be in default without any notice of default or reminder being required. The amount outstanding will be immediately collectable and the Purchaser shall be liable to pay an interest at a rate equivalent to the LIBOR monthly rate plus three (3) percent over amounts outstanding. Planture Loop is furthermore entitled, in so far as the delivery has not yet been made, to suspend the delivery as a whole until it has fully received all amounts outstanding.

## 7. OTHER RIGHTS – REMEDIES

7.1. 'Events of Default' means any of: (a) Purchaser refusing or failing to pay the amounts due under an Agreement; (b) Any winding-up insolvency liquidation or bankruptcy of Purchaser or any proceedings or steps taken by or against Purchaser for the purposes thereof or the appointment of any liquidator, manager, receiver, administrator or trustee in respect of all or a significant part of Purchaser's assets or undertaking or Purchaser seeking any moratorium or composition with or protection from its creditors; (c) Any of the foregoing Events of Default happening or being threatened in relation either to Purchaser under any other Agreement between Planture Loop and Purchaser, or to any Affiliate under any other related agreement between such Affiliate and Planture Loop, or to any surety of Purchaser;

7.2 On an Event of Default Planture Loop may, without limitation to its other rights and remedies: a. Terminate the Agreement in respect of the delivery of any or all the goods or the delivery of services; b. Cancel the Agreement in whole or in part or to require delivery in whole or in part, and in all events to claim damages; c. at Purchaser's cost and risk store and insure (if Planture Loop so chooses) any goods which Purchaser fails to collect or take delivery of;

7.3. Purchaser shall indemnify Planture Loop from any and all losses, liabilities, costs, claims, damages (including consequential or indirect damages from loss or actual or potential profits from resale and any exchange losses) demands and expenses (including legal costs) arising from or in connection with any delay, breach or nonperformance by Purchaser of the Agreement or any misrepresentation of Purchaser in relation to the goods.

## 8. LIABILITY

8.1 Planture Loop shall not be liable for any (consequential) damage caused by its failure to properly fulfill its obligations or ensuing any wrongful act. If any good delivered by Planture Loop, is not in conformity with the Sales Agreement and the Purchaser has timely filed a complaint, the Purchaser will be entitled to replacement or repair of the goods only where the improper performance can be

attributed to Planture Loop. Instead of repairing or replacing the Goods, Planture Loop may choose to fully or partially refund the net purchase price.

8.2 Planture Loop does not accept any product liability for any defective goods or defects or defects relating to the goods supplied under an Agreement.

8.3 Neither does Planture Loop accept any liability or obligation for recall of the Goods or products produced with the goods.

8.4 Liability for any consequential damages, including loss of profit or damage caused by any delay and/or delayed delivery, is expressly excluded.

8.5 Limitation of Planture Loop's liability set out in these Sales Conditions does not apply if the damage is the result of any intentional act or gross negligence of Planture Loop's part.

9. CONFIDENTIALITY The Purchaser will treat as confidential all information provided by Planture Loop and shall not make such information available to any third party, except and in as far as this is necessary in connection with the performance of the Purchaser under the Agreement. This obligation remains in force also after the Agreement has been carried out or dissolved.

#### 10. ASSIGNMENT

10.1 The Purchaser is not entitled to assign its rights and obligations under an Agreement to a third party without the prior written consent of Planture Loop.

10.2 Planture Loop is entitled to assign its rights and obligations under an Agreement without the prior written consent of the other Party to an affiliate of Planture Loop.

#### 11. NOTICES

All notices required to be served on the parties pursuant to an Agreement shall be communicated rapidly in legible form. Methods of rapid communication for the purposed of this clause are defined and mutually recognized as: - either telex, or letter if delivered by hand on the date of writing, or telefax, or e-mail, or other electronic means, always subject to the proviso that if receipt of any notice is contested, the burden of proof of transmission shall be on the sender who shall, in the case of a dispute, establish, to the satisfaction of the arbitrator(s) or board of appeal appointed pursuant to the Arbitration Clause, that the notice was actually transmitted to the addressee. Any notice received after 1600 hours on a business day shall be deemed to have been received on the business day following.

#### 12. GOVERNING LAW

12.1 This Agreement is governed by the laws of the Netherlands.

12.2 The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) concluded in Vienna on 11 April 1980 is excluded.

#### 13. DISPUTES - NAI ARBITRAGE

All disputes and/or claims arising out of or in connection with this agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, the Netherlands. The proceedings shall be conducted in the English language.