

General Terms and Conditions of Sales - Bioseutica B.V. 2020 ©

Article 1 Scope and application.

1. These general terms and conditions (hereafter: 'General Terms and Conditions') apply to all sales and deliveries of products and services by Bioseutica B.V. (Landbouwweg 83, 3899 BD, Zeewolde, the Netherlands, hereafter referred to as: 'Bioseutica') and to all orders and offers related thereto.
2. By the request for an offer or the placing of an order at Bioseutica, or by the conclusion of an agreement with Bioseutica, the counterparty (hereafter: 'Purchaser') accepts the application of these General Terms and Conditions.
3. Once these General Terms and Conditions apply, they shall consequently apply as well on all further business transactions between Bioseutica and Purchaser, also if their applicability is not explicitly re-agreed.
4. General terms and conditions of Purchaser are explicitly rejected by Bioseutica.
5. The modification or the rejection of these General Terms and Conditions is only valid when explicitly agreed in writing between Bioseutica and Purchaser.

Article 2 Prices.

1. The sum that Purchaser is due to Bioseutica for products or services, shall be charged by Bioseutica based on the agreed price of the product or the service in EURO, increased with the applicable VAT and other (customs) duties, unless other price arrangements have been agreed by Bioseutica and Purchaser in writing.
2. Prices of products and services may be increased by Bioseutica due to increase of production or labour costs. Such price increase will at the earliest take effect after two (2) months after a written notification by Bioseutica to Purchaser specifying the price increase.
3. Payments in other currencies than EURO are only accepted by Bioseutica if that has explicitly been agreed in writing.

Article 3 Placing of orders.

1. Offers of Bioseutica to Purchaser can unilaterally be amended by Bioseutica as long as they have not resulted in an order of Purchaser that has been accepted by Bioseutica.
2. An order must be placed in writing, per email by a person who is authorized to represent Purchaser. The contact details with respect to the placement of orders are:
E-mail: customerservices@bioseutica.com
Telephone: +31(0)36 522 6300
3. Only after a written confirmation of the order by Bioseutica to Purchaser, the order will be binding. Bioseutica shall not be obliged to accept any order.
4. Purchaser acknowledges that Bioseutica operates on the basis of 'make-to-order'. The standard average lead time for the production of an order by Bioseutica is up to eight (8) weeks after acceptance of an order. Upon request of Bioseutica, Purchaser will provide information to Bioseutica that is necessary for timely forecasting.

Article 4 Delivery terms, costs and risks.

1. Bioseutica is entitled to deliver an order in instalments. Those deliveries may be charged by Bioseutica pro rata.
2. Delivery terms that are provided by Bioseutica shall not constitute fatal deadlines, unless explicitly stated (using the word "fatal"). Bioseutica shall only become liable for damages for not meeting a non-fatal delivery term in case of and in accordance with Article 7.1 sub c (and Article 7.2).
3. Any term for delivery (fatal or not) shall be extended when it is exceeded by Bioseutica due to circumstances that are not attributable to it (such as force majeure), with a term that shall at least be equal to the duration of those circumstances. If the exceeding of a delivery term, due to the aforementioned mentioned circumstances, lasts longer than two (2) months, both Purchaser and Bioseutica shall be entitled to rescind the agreement. Prior to the expiry of this term

dissolution based on the aforementioned circumstances shall be excluded.

4. Bioseutica is not bound to an agreed fatal delivery term if Purchaser fails to perform its obligations, specifically regarding the payment of the agreed prices. In these cases, Bioseutica reserves the right to claim the suspension of its obligations based on the non-performance of the agreement by Purchaser.
5. Information of Bioseutica about the size of packages or the type of packaging is non-binding. Bioseutica may itself elect the packaging and route of delivery in accordance with the applicable requirements on a case by case basis, after consultation with Purchaser.
6. By default, unless otherwise agreed in writing, shipment will take place out of the warehouse from Bioseutica, Ex Works (Inco Terms 2010).
7. Costs and damages that arise for Bioseutica due to a delay of delivery because of a delay in the acceptance by Purchaser (in particular costs for storage and price differences) shall be at the account of Purchaser.
8. The first two (2) orders will only be delivered after full payment of such order by Purchaser.

Article 5 Acceptance, visible and hidden defects.

1. Purchaser is obliged to investigate the products ordered immediately upon arrival at the place and address of destination indicated in the order by the Purchaser, and to notify Bioseutica ultimately within fourteen (14) days of any possible visible defects in the products. Hidden defects in the products must be reported by Purchaser to Bioseutica in writing, per e-mail to: customerservices@bioseutica.com, as soon as they have been discovered, but not later than seven (7) days after discovery. Complaints that are reported to agents of Bioseutica or to other third parties do not qualify as a notification to Bioseutica.
2. Visible and hidden defects that are not ultimately reported within the respective periods stated in Article 5.1, do not benefit from any guarantee.
3. The right of Purchaser to claim defects in products will expire once 80% of the shelf-life of the product has expired, to be determined by the production date and expiry date of the particular product.
4. Bioseutica will assess claims of Purchaser relating to defects in products in accordance with its Quality Assurance procedure. Bioseutica will try to respond to Purchaser within four (4) weeks after receipt of a claim. Bioseutica's confirmation of the existence of a defect, reported by Purchaser to Bioseutica in accordance with Articles 5.1 and 5.3 shall provide Purchaser with the following rights.
 - a. Purchaser may request Bioseutica to provide subsequent performance by delivering products without defects. On subsequent performance, the terms of Article 4 with regard to the term of delivery apply accordingly.
 - b. Only if Bioseutica refuses to provide a subsequent performance as in Article 5.4 sub a, Purchaser may claim damages in accordance with the terms of Article 7.1 sub a.

Article 6 Specifications and responsibility for use of products.

1. Purchaser must itself verify that the ordered product is suitable for the purposes envisaged by Purchaser and that it avails of the required license(s) for such use. Compliance with applicable laws and regulations in relation to the use of products delivered by Bioseutica shall be the exclusive responsibility of Purchaser.
2. General product data that are provided in a public catalogue or website of Bioseutica, are only indicative and do not constitute a binding declaration with regard to the quality of the products. Bioseutica shall not be liable for any inaccuracy of such data.

Article 7 Limitation of liability.

1. Bioseutica shall not be liable for - and Purchaser shall indemnify Bioseutica and hold it harmless from - all damages of Purchaser, third party claims and fines imposed on Purchaser and/or Bioseutica in relation to the products or services, offered, sold or delivered by Bioseutica to Purchaser, including due to infringement of third party's intellectual property rights, except for damages :

- a. caused by wilful misconduct, gross negligence or breach of performance of a contractual obligation by Bioseutica. In case a breach of performance can be remedied, Bioseutica shall only become liable for damages if Purchaser has notified Bioseutica of the default in writing and has provided it with at least thirty (30) days' time, to remedy the default;
 - b. caused by breach of a guarantee provided by Bioseutica; and/or
 - c. caused by delay in delivery by Bioseutica, if following on a delivery term, a period of at least four (4) weeks has also passed without delivery, and Bioseutica is responsible for the delay of the delivery. In this case the liability for damages is limited to the monetary damage that is customary for the type of contract.
2. Compensation of consequential or indirect damages, such as lost revenues and lost profits, is always excluded.
 3. This Article 7 shall not exclude or limit liability that cannot be excluded or limited based on Dutch statutory law.

Article 8 Duty to inform Bioseutica of third party complaints.

1. Irrespective of applicability of Article 5, Purchaser shall always notify Bioseutica without delay following receipt of a complaint of a third party relating to products and services of Bioseutica, to:
 - E-mail: customerservices@bioseutica.com ,
 - Telephone: +31(0)36 522 6300
 Purchaser shall provide sufficient information to allow a meaningful assessment of the complaint by Bioseutica.
2. Bioseutica will assess third party complaints in accordance with its Quality Assurance procedure. Purchaser will cooperate and will follow all reasonable instructions provided by Bioseutica on the handling of the third party complaint.

Article 9 Confidentiality, data privacy.

1. Each party undertakes to keep secret any confidential information disclosed to it by the other party during the performance of an agreement or the negotiations leading up to it.
2. The obligations to maintain secrecy do not pertain to information that was already known to a party at the time that the information was disclosed to that party, or to information that has been or must be disclosed further to a statutory obligation or judicial decision.
3. If any other agreement between Bioseutica and Purchaser includes confidentiality obligations that are in conflict with the obligations of this Article 9, the terms of such other agreement shall take precedence.
4. The provisions of this Article 9 will remain in force after the termination of an agreement.
5. Bioseutica processes personal data that it collects in relation to this Agreement on the basis of Article 6 subb GDPR. Bioseutica's privacy policy can be consulted on its website. Purchaser shall comply with all applicable laws and regulations relating to data privacy.

Article 10 No license.

Unless explicitly agreed in writing, Purchaser shall not have a license and is not allowed to use intellectual property owned or controlled by Bioseutica, such as patents and trademarks.

Article 11 Payment terms.

1. The standard payment term for Bioseutica's invoices is thirty (30) days after the date of the invoice, unless agreed otherwise in writing.
2. In the event of late payment, Bioseutica is entitled to charge statutory interest over the unpaid amount, without a notice of default being required, whereas also other debt collection costs may be claimed by Bioseutica.
3. The right of Purchaser not to make payment by way of settling existing counterclaims, is excluded, except for counterclaims that are undisputed by Bioseutica.
4. All claims that Bioseutica has on the Purchaser, irrespective of the grounds on which those are based, become immediately claimable in case circumstances arise that provide Bioseutica the right to terminate an agreement.

Article 12 Force majeure.

Neither party shall be liable for the non-performance of its contractual obligations if such non-performance is to be attributed to

circumstances that are beyond its control, inter alia in the following circumstances: fire, war, seizure, shortage of raw materials, interruption of energy supply, industrial disputes, strikes and breaches of contract by suppliers due to one of those mentioned causes. This term applies to all contractual obligations, including subsequent performance.

Article 13 Retention of title.

Each product that is delivered by Bioseutica to Purchaser, remains owned by Bioseutica until the price has been fully paid ("eigendomsvoorbehoud" of Article 3:92 Dutch Civil Code).

Article 14 Right to rescind an agreement.

1. Bioseutica is entitled to rescind an agreement based on the following grounds:
 - a. When Purchaser appears to lack solvability. Lack of solvability may automatically be presumed in case of a protest filed against a bill of exchange or a cheque, the cessation of making payments by Purchaser or an unsuccessful debt collection against Purchaser, also when this has occurred between a third party and Purchaser;
 - b. If it appears that Purchaser has intentionally provided incorrect information about its status of solvability;
 - c. If products that are subject to a retention of title by Bioseutica, are sold or delivered by Purchaser to third parties differently than in the regular course of daily business of Purchaser, or if encumbrances are placed on them, especially by placement of a lien or by a seizure, unless Bioseutica has given its prior written consent thereto.
 - d. Any other ground provided for by the Dutch Civil Code or these General Terms and Conditions.

Article 15 Jurisdiction, applicable law.

1. The district court of Amsterdam or the Amsterdam Netherlands Commercial Court - at the choice of the claimant - shall have exclusive jurisdiction in relation to disputes between Bioseutica and Purchaser, arising from a sale or delivery of products or services by Bioseutica to Purchaser, or from orders or offers related thereto.
2. To the sale and delivery of products and services by Bioseutica to Purchaser, to orders and offers related thereto and to these General Terms and Conditions, and the applicability thereof, Dutch law shall apply. The law of the Convention on Contracts for the International Sale of Goods (CISG) of the United Nations of 11-04-1980, is in addition thereto applicable to international transactions. These General Terms and Conditions shall in such case take precedence over the rules of the CISG.
3. These General Terms and Conditions are available in the English language only.