

## Terms & Conditions

Terms and Conditions of Moeys Consulting, established in Bentveld regarding the sale and delivery of services, sales and payment conditions.

### Article 1. General

- 1.1 These conditions apply to every offer, quotation and every agreement between Moeys Consulting, hereinafter referred to as the User, and a Client, insofar as one or more of these conditions has not been explicitly deviated from by the parties.
- 1.2 The present conditions also apply to agreements with the User, for the implementation of which the User must involve third parties.
- 1.3 These general terms and conditions are also written for the employees of the User and its management.
- 1.4 The applicability of any purchasing or other conditions of the Client is expressly rejected.
- 1.5 If one or more provisions in these general terms and conditions are at any time wholly or partially void or should be destroyed, the provisions in these general terms and conditions remain fully applicable. The User and the Client will then enter into consultations in order to agree new provisions to replace the invalid or nullified provisions, whereby the purpose and purport of the original provisions will be observed as much as possible.
- 1.6 If there is uncertainty about the explanation of one or more provisions of these conditions, then the explanation must be given "in the spirit" of these provisions.
- 1.7 If a situation arises between parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
- 1.8 If the User does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the User would lose the right to demand strict compliance with the provisions of these conditions in other cases.

### Article 2. Quotations and offers

- 2.1 All quotations and offers from the User are without obligation and have a term for acceptance, unless the quotation sets a deadline for acceptance. If no acceptance period has been set, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates has become unavailable in the meantime.
- 2.2 The User cannot be held to his quotes or offers if the Client can reasonably understand that the quotes or offers, or any part thereof, contain an obvious mistake or error.
- 2.3 The prices stated in a quotation or offer are exclusive of VAT and other government levies, including any costs to be incurred in the context of the agreement; travel and accommodation, shipping, packaging, quality control, and administration costs, unless otherwise indicated. Prices are in Euro.
- 2.4 If the acceptance deviates (whether or not on minor points) from the offer included in the quotation or offer, the User is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the User indicates otherwise.
- 2.5 A composite quotation does not oblige the User to perform part of the assignment against a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

### Article 3. Contract duration; implementation periods, transfer of risk, implementation and amendment of the agreement; price increase

- 3.1 The agreement between the User and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
- 3.2 If a period has been agreed or stated for the execution of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client must therefore declare the User in default in writing. User must be offered a reasonable period to still execute the agreement.

- 3.3 The user will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of science known at that time.
- 3.4 User has the right to have certain work done by third parties. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.
- 3.5 If work is carried out by the User or third parties engaged by the User in the context of the assignment at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge.
- 3.6 Delivery takes place ex User's company. The Client is obliged to purchase the goods when they are made available to him. If the Client refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, then the User is entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation passes to the Client at the moment when goods are available to the Client.
- 3.7 User is entitled to execute the agreement in different phases and to invoice the thus executed part separately.
- 3.8 If the agreement is executed in phases, the User can suspend the execution of those parts that belong to the next phase until the Client has approved the results of the preceding phase in writing.
- 3.9 The Client will ensure that all data, which the User indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to the User in a timely manner. If the information required for the execution of the agreement is not provided to the User in time, the User has the right to suspend the execution of the agreement and / or to charge the Client for additional costs resulting from the delay in accordance with the then usual rates. . The execution period does not start until after the Client has made the data available to the User. The User is not liable for damage of any kind, because the User has assumed the incorrect and / or incomplete information provided by the Client.
- 3.10 If during the execution of the agreement it appears that it is necessary for a proper implementation to change or supplement it, the parties will adjust the agreement in time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc. is changed, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The User will make a quotation thereof as much as possible. Due to the amendment of the agreement, the originally specified term of execution can also be changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.
- 3.11 If the agreement is changed, including a supplement, then the User is entitled to implement it only after approval has been given by the person authorized within the User and the Client has agreed to the price and other conditions stated for execution, including the time to be determined at that time at which it will be implemented. Not or not immediately executing the amended agreement does not constitute a breach of contract by the User and is no reason for the Client to terminate or cancel the agreement.
- 3.12 Without failing to do so, the User may refuse a request to amend the agreement, if this could have a qualitative and / or quantitative effect, for example for the work to be performed or the goods to be delivered in that context.
- 3.13 If the Client fails to properly comply with what he is obliged to the User, the Client is liable for all damage on the part of the User that arises directly or indirectly.
- 3.14 If the User agrees a fixed fee or fixed price with the Client, the User is nevertheless entitled at all times to increase this fee or this price without the Client being entitled to dissolve the agreement for that reason, if the an increase in the price arises from a power or obligation under the laws or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.
- 3.15 If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Client who is entitled to title 5 section 3 of Book 6 of the Dutch Civil Code is entitled. to dissolve the agreement by means of a written statement, unless User is still willing to execute the agreement on the basis of the originally agreed upon; if the price increase arises from a power or an obligation on the User under the law; if it is stipulated that the delivery will take place more than

three months after the conclusion of the agreement; or, on delivery of a good, if it is stipulated that the delivery will take place more than three months after the purchase.

#### Article 4. Suspension, dissolution and premature termination of the agreement

- 4.1 The User is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not, not fully or timely fulfill the obligations under the agreement, provide the User with good ground after the agreement has been concluded. fear that the Client will not comply with the obligations if the Client was requested at the conclusion of the agreement to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient or if the delay on the part of the Client can no longer be required of the User to fulfill the agreement under the originally agreed conditions.
- 4.2 Furthermore, the User is authorized to dissolve the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are such that unaltered maintenance of the agreement cannot reasonably be made by the User. required.
- 4.3 If the agreement is dissolved, the User's claims against the Client are immediately due and payable. If User suspends fulfillment of the obligations, he retains his rights under the law and agreement.
- 4.4 If the User proceeds to suspension or dissolution, he is in no way obliged to pay compensation for damage and costs in any way.
- 4.5 If the dissolution is attributable to the Client, the User is entitled to compensation for the damage, including the costs, resulting directly and indirectly.
- 4.6 If the Client fails to fulfill its obligations arising from the agreement and this non-fulfillment justifies termination, the User is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client on account of non-performance, however compensation or compensation is required.
- 4.7 If the agreement is terminated prematurely by the User, the User will arrange for the transfer of work still to be performed to third parties in consultation with the Client. This unless the cancellation is attributable to the Client. If the transfer of the activities entails additional costs for the User, these will be charged to the Client. The Client is obliged to pay these costs within the aforementioned term, unless the User indicates otherwise.
- 4.8 In case of liquidation, (application for) suspension of payments or bankruptcy, attachment - if and insofar as the attachment has not been lifted within three months - will be charged to the Client, debt restructuring or any other circumstance whereby the Client no longer The User is free to dispose of his assets, the User is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on his part to pay any compensation or compensation. In that case, the User's claims on the Client are immediately due and payable.
- 4.9 f the Client cancels a placed order in whole or in part, the work that has been carried out and the goods ordered or prepared for it, plus any delivery and delivery costs thereof and the working time reserved for the execution of the agreement, will be integral. will be charged to the Client.

#### Article 5. Force majeure

- 5.1 User is not obliged to comply with any obligation to the Client if he is hindered to do so as a result of a circumstance that is not due to fault and is not at his expense under the law, a legal act or prevailing opinions .
- 5.2 Force majeure in these general terms and conditions means, in addition to what is understood in this respect in law and case law, all external causes, foreseen or unforeseen, over which the User cannot influence, but as a result of which the User is unable to fulfill its obligations. come. This includes strikes in the company of the User or of third parties. User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after User should have fulfilled his obligation.
- 5.3 User can suspend the obligations during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.

- 5.4 Insofar as at the time of the occurrence of the force majeure the User has partially fulfilled his obligations under the agreement or will be able to fulfill them, and the part that has been fulfilled or is to be fulfilled has independent value, the User is entitled to have it already fulfilled or to be fulfilled. come to invoice part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

#### Article 6. Payment and collection costs

- 6.1 Payment must always be made within 14 days of the invoice date, in a manner to be indicated by the User in the currency in which the invoice was made, unless stated otherwise in writing by the User. User is entitled to invoice periodically. Objections to the amount of the invoices do not suspend the payment obligation.
- 6.2 If the Client fails to pay an invoice on time, the Client will be in default by operation of law. The Client then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
- 6.3 The User has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal and accrued interest. The User can, without being in default, refuse an offer for payment if the Client designates a different order for the allocation of the payment. User can refuse full payment of the principal sum, if the vacant and accrued interest and collection costs are not also paid.
- 6.4 The Client is never entitled to set off the amount owed to the User. Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to appeal to section 6.5.3 (articles 231 up to and including 247 book 6 BW) is also not entitled to suspend the payment of an invoice for any other reason.
- 6.5 If the Client is in default in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court will be borne by the Client. The default of the Client who is a natural person who does not act in the exercise of a profession or business (private client), commences after he has been ordered to pay within fourteen days after the day of reminder and payment. The letter of formal notice also indicates the consequences of the failure to pay. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. However, if the User has incurred higher collection costs that were reasonably necessary and the Client is not a natural person who does not act in the exercise of a profession or business (corporate client), the costs actually incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

#### Article 7. Retention of title

- 7.1 The goods delivered by the User under the agreement remain the property of the User until the Client has properly fulfilled all obligations under the agreement (s) concluded with the User.
- 7.2 The goods delivered by the User that fall under the retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber in any other way what is subject to the retention of title.
- 7.3 The Client must always do everything that can reasonably be expected of him to safeguard the property rights of the User. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to immediately notify the User thereof. Furthermore, the Client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection at the User's request. In the event of any payment of the insurance, the User is entitled to these tokens. For as much as necessary, the Client undertakes vis-à-vis the User in advance to cooperate with everything that may prove to be necessary or desirable in that context.
- 7.4 In the event that the User wishes to exercise its property rights referred to in this article, the Client gives unconditional and irrevocable permission in advance to the User and third parties to be designated by the User to enter all those places where the User's properties are located and to return them. take.

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**Article 8. Guarantees, research and complaints, limitation period**

- 8.1 The goods to be delivered by the User meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The warranty mentioned in this article applies to items that are intended for use within the Netherlands. When used outside the Netherlands, the Client must verify whether the use thereof is suitable for use there and meet the conditions set for it. In that case, the User may impose other guarantees and other conditions with regard to the goods to be delivered or the work to be performed.
- 8.2 The warranty referred to in paragraph 1 of this article applies for a period as stated in the quotation, after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If the warranty provided by the User concerns an item that was produced by a third party, then the warranty is limited to that provided by the producer of the item, unless stated otherwise.
- 8.3 Any form of warranty lapses if a defect has arisen as a result of or resulting from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Client and / or by third parties, without the User's written permission. , the Client or third parties have made changes or attempted to make changes to the item, other items have been confirmed that should not be attached to it or if they have been processed or processed in a manner other than the prescribed manner. The Client is also not entitled to a warranty if the defect is caused by or is the result of circumstances over which the User cannot influence, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), etc.
- 8.4 The Client is obliged to examine the delivered goods (or have them examined) immediately when the goods are made available to him or the relevant work has been carried out. In addition, the Client should examine whether the quality and / or quantity of the delivered goods corresponds with what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported to the User in writing within seven days of delivery. Any invisible defects must be reported to the User in writing immediately, but in any case no later than fourteen days after discovery thereof. The report must contain a description of the defect as detailed as possible, so that the User is able to respond adequately. The Client must give the User the opportunity to investigate a complaint or have it investigated.
- 8.5 If the Client complains in time, this does not suspend his payment obligation. In that case, the Client will also be obliged to purchase and pay for the items otherwise ordered and what he has instructed the User to do.
- 8.6 If a defect is reported later, the Client will no longer be entitled to repair, replacement or compensation.
- 8.7 If it is established that a good is defective and a complaint has been made in this respect in time, the User will notify the defective good within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Client, at the choice of User, replace or take care of repair thereof or replacement compensation to the Client. In the event of replacement, the Client is obliged to return the replaced item to the User and to transfer ownership thereof to the User, unless the User indicates otherwise.
- 8.8 If it is established that a complaint is unfounded, then the costs arising from this, including the investigation costs, which fell on the part of the User, will be fully for the account of the Client.
- 8.9 After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.
- 8.10 Contrary to the statutory limitation periods, the limitation period of all claims and defenses against the User and the third parties involved by the User in the performance of an agreement is one year.

**Article 9. Liability**

- 9.1 If User is liable, then this liability is limited to what is arranged in this provision.
- 9.2 The User is not liable for damage, of whatever nature, caused by the User assuming incorrect and / or incomplete information provided by or on behalf of the Client.
- 9.3 The user gives no warranty and is not liable with regard to the results to be achieved by the Client or third parties. Advice given by the User, including cultivation advice, is without obligation. Under no circumstances is the user liable under the advice given for deviating results in the cultivated product or the present process. The client must assess whether the goods or advice are suitable for the intended crops or processes to be used under local conditions.

- 9.4 The User is only liable to the Client for damage as a result of serious shortcomings in the performance of the work, insofar as those shortcomings could have been avoided if the care, expertise and craftsmanship that could be expected in the given situation were observed. were taken. Under no circumstances will this liability extend beyond the amount for which the assignment was accepted, at least up to that part of the order to which the liability relates. For activities with a duration of more than six months, this liability is further limited to the amount attributable to the last six months.
- 9.5 User is only liable for direct damage and never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
- 9.6 Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate the User for the faulty performance. to have the agreement answered, insofar as these can be attributed to the User and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.
- 9.7 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the User or his managerial subordinates.
- 9.8 The User is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

#### Article 10. Indemnification

- 10.1 The Client indemnifies the User against any claims by third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to others than the User. If the User should be held liable by third parties for this reason, the Client is obliged to assist the User both in and out of court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, the User is entitled, without notice of default, to do so himself. All costs and damage on the part of the User and third parties that are incurred as a result are fully for the account and risk of the Client.

#### Article 11. Intellectual property

- 11.1 User reserves the rights and powers that are vested in him under the Copyright Act and other intellectual laws and regulations. User has the right to use the knowledge gained by the execution of an agreement for other purposes as well, insofar as no strictly confidential information of the Client is brought to the notice of third parties.

#### Article 12. Applicable law and disputes

- 12.1 All legal relationships to which the User is a party are exclusively governed by Dutch law, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
- 12.2 The judge in the place of business of the User has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the User has the right to submit the dispute to a court that has jurisdiction according to the law.
- 12.3 The parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.

#### Article 13. Location and change of conditions

- 13.1 These conditions have been filed with the Chamber of Commerce in Alkmaar
- 13.2 The most recently filed version or the version that applied at the time of the establishment of the legal relationship with the User is always applicable.
- 13.3 The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.