

GENERAL PURCHASING TERMS: VDL AGROTECH B.V.

1. DEFINITIONS

1.1. Unless the context clearly indicates that something else is intended, the following terms shall have the meaning described below:

Client	VDL Agrotech B.V. in Eindhoven, registered in the trading register of the Chamber of Commerce under number 16059553 and VAT number NL007874042B01.
Supplier Parties	the counterparty of VDL Agrotech B.V. Client and Supplier
Goods	one or more Goods, including parts, accessories, services and/or sub-parts thereof, any associated material certificates, quality documents or other documents relating to delivery that are provided by the Supplier to the Client.
Written	in the General Purchasing Terms, electronic data traffic and faxes are considered to be the same as Written documents. Electronic data traffic is understood to mean message traffic sent via E-mail, Internet, EDI.
Quote	the written provision from the Supplier, at a given price and certain quantity, of the supply of Goods on a given date at a certain location.
Order	the order for delivery and/or acceptance of the Quote from the Supplier by the Client. The Order leads to the Contract, under the provision that this is entered into by a person authorised to do so on behalf of the Client.
Contract	the Written agreements as set out between the Client and Supplier in relation to the delivery of Goods.
Delivery	taking possession of one or more Goods, respectively the Client being empowered in respect of Goods and/or any installation and assembly of these Goods, under any kind of title.
Demand agreement	a contract which sets out the number of Goods against pre-established prices and conditions on demand as needed by the Client and supplied by the Supplier.
Sight/trial consignment	a Contract between the Supplier and Client, in which the Supplier supplies Goods for free during a period agreed in writing, and in which the Client acts on sight or on a trial basis.

2. APPLICABILITY

- 2.1. These General Purchasing Terms apply to all quote requests, orders and contracts relating to the delivery of Goods, as stated under article 1, on behalf of the Client.
- 2.2. The Supplier's General Terms are expressly rejected.
- 2.3. Changes to or additions to our General Purchasing Terms are only possible with the express written permission of the Client and apply exclusively to the respective Quote or Contract about which the change or addition has been agreed, unless otherwise agreed.

3. QUOTES, INCEPTION OF A CONTRACT

- 3.1. Requesting a Quote does not bind the Client and any Quote made by the Supplier remains without obligation.
- 3.2. Quotes from the Supplier to the Client shall be considered binding during the three months from signature, unless parties agree otherwise.
- 3.3. Any costs associated with the Quote and those of any necessary sampling are at the cost of the Supplier.
- 3.4. In the event that a Written Order follows a Quote from the Supplier, the Contract shall come into force at the moment at which the Order sent by the Client is confirmed by the Supplier. Jobs must be confirmed in Writing by the Supplier within 3 days after signing the Job.
- 3.5. In the event of demand contracts, the Contract for (part) delivery shall come into force at the moment at which, within the context of the demand contract, the Order sent by the Client for (part) delivery, is confirmed by the Supplier.
- 3.6. Any moulds, templates, models, casts, stamps, models, drawings, specifications, instructions, inspection conditions and such like provided by or from the Client, remain the property of the Client and the Supplier must, at the Client's first request, immediately return these. The Client retains all rights in respect of the intellectual ownership in relation to these items and the Supplier is bound to save these, separate these from his own items or those which belong to third parties and to make it known that these are the property of the Client.
- 3.7. The Goods stated in 3.6 provided by or from the Client may not be, either in part or in full, reproduced, published or made available to third parties or used in any other way without the explicit Written permission.
- 3.8. The Supplier states that the information, specifications, calculations and such like provided by him indemnifies the Client against all claims from third parties based on a violation of the rights arising from this.

4. PRICES

- 4.1. All prices stated in a Contract are binding, excluding sales tax and are based on the delivery condition DDP, Delivered Duty Paid, Incoterms 2010, at the agreed location of delivery unless Parties have agreed otherwise in writing.

5. DELIVERY TIME

- 5.1. The Supplier is required to implement the Order within the agreed time period(s).
- 5.2. Any foreseeable delays to delivery must be reported immediately in Writing to the people placing the order on behalf of the Client, stating the reasons and the expected duration of the delay, irrespective of whether or not these concern a full or part Delivery.
- 5.3. The Client has the right to extend the delivery period. In such cases the Supplier shall provide suitable storage, security and insurance for the Goods. Any associated costs can only be charged to the Client following consultation on this matter.

6. DELIVERY

- 6.1. Deliveries are based on the delivery condition DDP, Delivered Duty Paid, Incoterms 2010, set up and published by the International Chamber of Commerce (ICC) at the agreed delivery location, as the agreed time or within the agreed timeframes, unless Parties have agreed otherwise in writing.

7. PACKAGING AND SHIPPING

- 7.1. Goods must be properly and adequately packaged and demarcated with any additional condition of the Client where necessary, so that they are able to reach their destination in a good condition and can be properly received there.
- 7.2. Goods must have a packing list, on which must be stated the name of the person who placed the order, the given order numbers, the given reference, as well as the article number(s) of the Client, quantity/ies, units and the correct description(s) of the article of the Client.
- 7.3. Goods to be delivered must have all applicable material certifications, quality documents or other Delivery related documents. Deliveries will be accepted as such by the Client at the moment at which the Goods and stated documents are received at the agreed location.
- 7.4. All packaging, with the exception of returnable packaging, shall become the property of the Client upon delivery, unless the Client refuses this. Any return postage of packaging or

returnable packaging is at the cost of the Supplier.

- 7.5. Returnable packaging shall be returned by the Client within a reasonable timeframe and at the risk and cost of the Supplier against a full credit of the amount charged by the Supplier to the Client.

8. QUALITY

- 8.1. If ISO 9001: 2015 or a similar certification is obtained, the Supplier shall permit the Client to make checks upon the Supplier's procedures in terms of quality control. The Supplier shall do all that is reasonable to continue to meet the respective standards.
- 8.2. The Supplier is obliged to inspect the Delivery before sending to ensure that in all respects standards are met, including but not limited to quality and quantity. Only materials and Delivery related documents that have been approved during this inspection may be delivered.
- 8.3. An inspection of the Goods, namely approval or rejection, does not affect the Client's right to make a claim and has no consequence for the validity of the guarantees, namely for the liability of the Supplier in respect of the Contract.

9. EXAMINATION AND INSPECTION

- 9.1. The Client is authorised but not required to inspect the Goods or to have them inspected.
- 9.2. The costs of inspection, checks and/or testing shall be charged to the Supplier.
- 9.3. In the event that an inspection, checks and/or testing before, during or after delivery results in the Goods being fully or partly rejected, the Client shall notify the Supplier of this in writing.
- 9.4. The Client is not required to immediately inspect the Delivery or parts thereof. Any defects shall be notified to the Supplier after these have been established. The Supplier shall hereby relinquish late notification as a means of defence.
- 9.5. In the event of rejection of the Goods during or after delivery, ownership and risk for the rejected Goods transfers to the Supplier on the date on which the report stated in part 9.2 is signed.
- 9.6. Before delivery, the Client has the right to at all times examine and/or inspect or have examined/inspected the business/services, production, processing or storage of the Supplier.
- 9.7. In the event that the Goods, irrespective of the results of any inspection, checks and/or testing, appear not meet the product specification, the Supplier shall bear the cost, at the Client's preference and at his first request, to repair or replace the Goods. The original delivery time shall still apply, unless otherwise agreed by Parties in writing.

- 9.8.** In the event that the Client rejects the delivered items, the Supplier has the opportunity and the obligation to ensure repair or replacement of the delivered items within five working days. In the event that the Supplier does not meet this obligation within the stated timeframe, the Client is authorised to source the required items from third parties, or to take measures at the risk of the Supplier, irrespective of any damages claims.
- 9.9.** Built-in Goods, that during use fall within the agreed guarantee period, which do not work or do not work fully, will be repaired or replaced at the cost of the Supplier.

10. INVOICING AND PAYMENT

- 10.1.** On the invoice, the Supplier must state the name of the person who placed the order, the given order number, the given reference, as well as the article number(s) of the Client, quantity(ies), unit and the correct description(s) of the article(s) of the Client and the agreed price. If the Contract included the provision of services is charged on an hourly or (part) daily basis to the Client, then the Supplier must attach an invoice for the detailed hourly or (part) daily rate. Invoices that do not meet these requirements will be returned by the Client to the Supplier with the request to complete the missing information.
- 10.2.** Payment for the delivered Goods will be made within the agreed payment period. If no payment period is agreed, then the Client shall pay the invoice for the delivered Goods 30 days from the end of the month in which the invoice is received, under the proviso that goods delivery inspection delivery and invoice have taken place.
- 10.3.** Each right to invoice expires after twelve (12) calendar months from the day on which the Goods are received and approved by the Client.
- 10.4.** The Client is authorised in the event of any prepayment, as well as or instead of a transfer of ownership, to request that the Supplier provides an unconditional and irrevocable bank guarantee from a banking institution that is acceptable to the Client in order to guarantee his obligation.
- 10.5.** The Client is authorised to deduct from amounts that he owes to the Supplier amounts that he and/or other companies associated with the Client are claiming from the Supplier, and/or any other companies associated with the Supplier. In the event that such deductions are made in varying currencies, the Client shall decide which currency shall be used to recover compensation. Deductions shall be made at the official exchange rate, valid on the day on which payment is owed according to the respective invoices.

11. CONFIDENTIALITY

- 11.1.** The Supplier has a confidentiality requirement in respect of all that which is made known to him by the Client, being in the broadest sense.
- 11.2.** The Supplier states that all of its staff and any third parties it employees shall keep to an equivalent confidentiality agreement. This confidentiality requirement shall apply for the duration of this contract, as well as after the contract comes to an end.
- 11.3.** The Supplier shall not, without the express permission of the Client, take out any notification in a publication or advertise this contract and/or the content thereof.

12. TRANSFER, OUTSOURCING

- 12.1.** The Supplier is not authorised to transfer any obligation that he has as a result of this Contract, in part or entirely to third parties, unless the Client has provided written permission for this. The Client has the right to attach conditions to the permission.
- 12.2.** Regardless of the permission stated above, the Supplier remains liable in respect of the Client for all that which results from the transferred obligations.

13. NEATNESS, SECURITY AND ENVIRONMENT

- 13.1.** The Supplier, his staff and any persons/third parties brought in by him with the Written permission of the Client, are bound to observe the legal health, safety and environmental conditions. The outcome of not observing any condition within the context of the implementation of this Contract shall be entirely at the risk and account of the Supplier
- 13.2.** The Supplier, his staff and any persons/third parties brought by him with the Written permission of the Client, is/are bound to observe the company terms and rules of the Client in respect of health, safety and environment or otherwise to observe these as they are at the location of the Client.
- 13.3.** The Supplier declares, in line with EU materials legislation REACH EC 1907/2006, all goods, products ordered by the Client in line with the stated legislation are registered or preregistered. The Supplier confirms that Goods supplied by the Supplier contain no Materials of Significant Concern, as stated in annex IV of the above stated regulation.
- 13.4.** The Supplier declares in line with EU materials legislation RoHS 2011/65/EU, that Goods supplied by the Supplier contain a lesser amount of Materials of Concern that the maximum allowed concentration, as stated in annex VI of the above stated regulation.

13.5. As stated in article 13.3 – 13.4, the Supplier shall abide by EU materials legislation REACH – RoHS. In the event that a product and/or packaging has safety-information noted, the Supplier shall pass on these notes for each product, to the Client prior to Delivery, as well as providing this in a digital format.

13.6. The Supplier declares that, in line with the Dodd Frank Wall Street Reform and Consumer Protection Act, it has set up a policy and has taken all due-diligence measures to reasonably safeguard that delivered Goods do not contain components that relate to conflict areas, as stated in section 1502 of the above stated regulation. The Supplier declares that he will cooperate in providing due-diligence-information in the Client's delivery chain.

13.7. In line with Regulation IMO MEPC.269 (68), the Supplier has a declaration of environmentally damaging materials. Not providing such a declaration will be considered a declaration that there are no such materials, for which the Supplier shall be contractually and legally held responsible. The Supplier declares that he will cooperate in setting up a so-called Green Passport to declare the use of environmentally damaging materials.

14. OWNERSHIP AND RISK

14.1. Ownership and risk of the delivered items shall transfer to the Client at the moment of Delivery and the associated goods inspection, unless explicitly otherwise agreed and set down. The exception to this are Goods delivered based on sight and trial consignments.

14.2. Any materials, drawing, models, instructions, specifications and other tools made or purchased by the Client, or at the account of the Client by the Supplier, shall remain and shall be under all circumstances owned by the Client.

15. LIABILITY

15.1. The Supplier is liable for all damage suffered by the Client as a result of the Supplier not meeting his obligations, not meeting them on time, or not meeting them in line with that set out in the Contract or upon infraction of any other contractual or non-contractual obligation. The Supplier shall indemnify the Client against any claim made by third parties.

15.2. The Supplier shall be liable based on law and/or Contract to the Client to ensure that there is sufficient insurance and continuation of insurance and all normal insurable risks within his operations and all normal insurable risks within his operations are insured and continue to be insured.

The Supplier shall, where requested by the Client, immediately provide a (certified copy of the) policy/ies and evidence of payment of premiums.

16. GUARANTEE

16.1. The Supplier guarantees that the supplied Goods and any installation/assembly thereof match that which is agreed in terms of the features, are free of any defects, are suitable for its intended purpose and meet the legal and other government conditions, including European law and legislation, as well as the highest requirements as stated in the health, safety, environmental and quality norms and/or certifications used within the industry, which are valid at the time of delivery.

16.2. The Supplier states that all parts, appliances, tools, technical documentation, user instructions, instruction books, safety documentation and other aids required or prescribed for the Client's purpose, are also delivered with the Goods, even if they are not named.

16.3. The Supplier guarantees that the Goods delivered by him which do not have a guarantee period as stated in the Contract shall have a guarantee period of twenty four (24) calendar months from the moment of delivery of the Goods used by the Client to the Client's first end user.

16.4. Goods that are repaired or replaced under guarantee shall have a new twenty four (24) months guarantee period, starting from the moment of receipt of the repaired or replaced Goods.

16.5. In the event that the Supplier does not meet his obligations, does not meet them on time, or does not meet them in line with that set out in the Contract, the Client can have the necessary work carried out by a third party at the cost and risk of the Supplier, under the condition that the Supplier is informed of this as quickly as possible.

16.6. The Supplier is required to keep spare parts for the Goods in stock during the usual lifespan of the delivered Goods for 10 years.

17. INDUSTRIAL AND/OR INTELLECTUAL OWNERSHIP

17.1. The Supplier states that the use, including the onward-sale, of the Goods delivered by him, or those purchased or made by him for the Client, shall not in any way infringe upon the patents, branding, design rights, copyrights or any other rights of third parties.

17.2. The Supplier indemnifies the Client against claims that result from any infringement on the rights stated in the previous part and shall reimburse the Client for all damages that result from any such infringement.

18. DISSOLUTION

- 18.1.** In the event that the Supplier does not meet his obligations, does not meet them on time, or does not meet them in line with that set out in the Contract or any other contracts, as well as any instance of bankruptcy, default of payment and in the event of cessation of activities, liquidation or takeover or any such similar circumstances of the Supplier's operation, he shall be legally considered to be in default and the Client has the right, without notice of default and without legal intervention, to entirely or partly terminate the contract via Written notification to the Supplier and/ or to instruct payment obligations and/or implementation of the Contract either in part or in full, without the Client being liable for any damages payment, irrespective of any further rights of the Client, including the right of the Client to full damages compensation.
- 18.2.** All claims that the Client may have or which may be ascribed to the Supplier in respect of that stated in the first part, are immediately and fully payable.
- 18.3.** In the event that the Supplier claims non-attributable shortcomings, the Client has the right to terminate the Contract in line with this article.

19. FORCE MAJEURE

- 19.1.** Neither Party is liable for any noncompliance of the obligations of this Contract or for the non-consideration of any contractual time period in the event that these can be attributed to any situation that can be reasonably considered to be an unforeseeable situation outside of their control (force majeure).
- 19.2.** Any Party invoking force majeure must inform the other Party of this as soon as possible and in Writing.
- 19.3.** After receiving this notification of force majeure, the counter party shall dissolve the Contract either in part or in full, unless suspending observance of their own obligations, without therefore being held to any form of damages compensation.
- 19.4.** The Supplier may not invoke force majeure in the event of untimely delivery of material, public services or services to himself or his suppliers, a lack of staffing or liquid resources and/or a shortage or lack of materials, strikes, worker unrest, absence due to illness or inability to work on the part of the staff or managers, rioting, transport problems, poor weather, disruptions to communication, power outages and such disaster.

20. APPLICABLE LAW AND DISPUTES

- 20.1.** All Contracts between the Supplier and Client are subject to Dutch law.
- 20.2.** The United Nations Convention in respect of international sales contracts for goods, agreed in Vienna on 11th April 1980 (the Vienna Convention), does not apply to these General Purchasing Terms nor to the Contract nor any resulting or associated further Contracts.
- 20.3.** All disputes (including that which are considered such by third parties) that may arise from this Contract or any resulting contracts between Parties, shall be subject to judgement by the authorised court in the jurisdiction in which the Client is legally located. The case shall be conducted in Dutch.

21. FINAL PROVISIONS

- 21.1.** The Supplier (or his staff) is/are not permitted to approach employees of the Client with any incentives or such like in any form of reward or gift to any employee. In the event that the staff of the Supplier act counter to that stated above, the Supplier shall be liable to the Client, without any demand or default notice being required, per incident, to pay a damages payment established by the Client that is currently set at €25,000 per incident. This shall not affect the other rights of the Client.
- 21.2.** Staff members are understood for the purposes of this article to mean people who work for or who are in any way linked to the Parties.