

General Terms and Conditions of Rexil Agro B.V.

Article 1 Definitions

1. Rexil Agro: Rexil Agro B.V., a limited liability company whose objects are to develop, produce and sell bio-stimulants, mainly silicon. Rexil Agro also advises on the use of bio-stimulants in the broadest sense of the word.
2. 'Client': the natural person or legal entity or the partnership of natural and/or legal persons or the intermediary or representative acting on behalf of this person who makes use of the Services of Rexil Agro and instructs Rexil Agro to provide the Services as referred to in section 4.
3. 'Contract': the legal relationship between Rexil Agro and the Client, in the broadest sense of the words.
4. 'Services': all products and services supplied to the Client by Rexil Agro and/or by third parties engaged by Rexil Agro, including the production and sale of Silicon, as well as all other activities of whatever nature carried out by Rexil Agro for the Client, within the framework of an assignment, including activities that are not carried out at the express request of the Client.
5. 'Website': the website www.rexil-agro.com.

Article 2 Scope of these General Conditions

1. These General Conditions apply to all Contracts between the Client and Rexil Agro under which Rexil Agro supplies Services.
2. Deviations from the General Conditions are only valid if explicitly agreed with Rexil Agro in writing.
3. The applicability of the Client's purchase conditions or other terms and conditions is expressly rejected, unless expressly agreed otherwise in writing.
4. These General Conditions are also applicable to additional or amended assignments of the Client.

Article 3 The Contract

1. All offers of Rexil Agro are subject to contract, unless explicitly indicated otherwise.
2. The Client may contact Rexil Agro via the website, e-mail or telephone for any of the Services offered. Rexil Agro will discuss its expectations with the Client and can then make an offer which will be sent by letter or by e-mail. The Contract is only concluded by signing the offer or by means of an order confirmation.
3. If Rexil Agro sends a confirmation to the Client, this will be decisive for the content and explanation of the Contract, subject to obvious errors. Rexil Agro cannot be held to its offer if the Client ought reasonably to understand that the offer, or a part thereof, contains an apparent mistake or error.
4. If the Client makes notes or comments on Rexil Agro's offer, these will not form part of the Contract, unless Rexil Agro confirms them in writing.
5. An assignment by the Client which has not been preceded by a written quotation requires the written acceptance of Rexil Agro.

Article 4 Performance of the Contract

1. Rexil Agro will make every effort to perform the Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship, as well as in accordance with the written agreements as far as possible.
2. Rexil Agro has the right to engage third parties to carry out certain activities.
3. When engaging third parties Rexil Agro will observe the necessary care and will consult with the Client in the selection of these third parties, as much as is reasonably possible and customary in the relationship to the Client. The costs of engaging these third parties are payable by the Client, and will be charged on to the Client by Rexil Agro.
4. The Client will ensure that all data which Rexil Agro indicates is necessary or which the Client should reasonably understand to be necessary for the performance of the Contract, will be provided to Rexil Agro in a timely manner. If Rexil Agro is not provided on time with the information required for the performance of the Contract, it has the right to suspend its performance of the Contract and/or to charge the Client for the additional costs resulting from the delay in accordance with the usual rates at that time.
5. The Client will ensure that Rexil Agro is able to supply its Services properly and on time. If the Client fails to comply with its agreements in this respect, it is liable to compensate for the loss arising therefrom.
6. A term agreed or indicated for the supply of Services is not a deadline. If a term is exceeded, the Client must serve Rexil Agro with written notice of default, giving Rexil Agro a reasonable period of time in which to comply with the Contract.

Article 5 Amendment of the Contract

1. If during the performance of the Contract it appears that its proper performance requires an amendment or addition to the Contract, Rexil Agro and the Client will amend the Contract in a timely manner through agreement.
2. If the Contract is amended, including as a supplement, this shall constitute an additional assignment. A separate fee will be agreed in advance for this additional assignment. In the absence of an additional offer, the original conditions apply, whereby the additional Services will be paid for at the agreed rate.
3. Failure to perform the amended Contract immediately or at all shall not constitute a breach of contract on the part of Rexil Agro and shall not constitute grounds for the Client to terminate the Contract.
4. Amendments to the original Contract will only be valid from the moment that these amendments have been accepted by both parties by means of an additional or amended Contract. Such amendments shall be made in writing.

Article 6 Suspension and termination of the Contract

1. Rexil Agro is entitled to suspend the performance of its obligations or to dissolve the Contract if the Client fails to comply with its obligations under the Contract in full, on time, or at all, or if Rexil Agro has good reason to fear that the Client will fail to fulfil these obligations.
2. Rexil Agro is also entitled to terminate the Contract if circumstances arise of such a nature that compliance with the Contract is impossible or it is unreasonable to demand performance of the Contract without any amendment thereof.
3. If the Client is in breach of its contractual obligations and such breach justifies termination, Rexil Agro is entitled to terminate the Contract immediately and with immediate effect

without any obligation on its part to pay any compensation for termination, whereas the Client is obliged to pay compensation for breach of contract.

Article 7 Cancellation

1. Cancellation of the Contract after the offer has been signed is only possible if the work has not yet started.
2. Cancellation must be made in writing and must be explicitly confirmed by Rexil Agro.
3. In the event of cancellation after the offer has been signed, a penalty of 30% of the agreed amount in the offer, or the number of hours already spent by Rexil Agro, will be charged.

Article 8 Costs, fees and payment

1. All amounts stated in the quotation are in euros and exclusive of VAT, unless otherwise stated. Rexil Agro is also entitled to charge travel expenses.
2. Rexil Agro has the right to rectify manifestly incorrect errors in the offer.
3. All amounts mentioned in the invoice are in euros and exclusive of VAT and shipping costs, unless otherwise stated.
4. Payment must be made by bank transfer within 14 days after invoicing in the currency invoiced, unless another term has been agreed.
5. The Client must inform Rexil Agro without delay of any inaccuracies in the payment details stated or provided.
6. If the Client fails to pay an invoice on time, the Client will be in default by operation of law, without any further notice of default being required. The Client is then liable to statutory interest. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount of the debt.
7. If Rexil Agro decides to enforce payment of one or more unpaid invoices through the courts, the Client is obliged, in addition to the principal sum due and the interest referred to in Article 8.6, to reimburse all judicial and extrajudicial costs reasonably incurred. The reimbursement of judicial and extrajudicial costs incurred shall be determined in accordance with the then applicable Decree pertaining to compensation for extrajudicial collection costs.

Article 9 Liability

1. The Client is responsible for providing correct and representative data and information required for the performance of the Contract. Rexil Agro is not liable for loss resulting from incorrect advice if such advice was based on incorrect, unrepresentative or irrelevant data supplied by the Client.
2. The Client is at all times responsible for the decisions it makes in connection with the Services of Rexil Agro.
3. Rexil Agro is not liable for errors or omissions of third parties it engages. By making use of the Services of Rexil Agro, the Client authorises Rexil Agro, if any third party engaged by Rexil Agro wishes to limit its liability, to accept this limitation of liability on behalf of the Client.
4. Rexil Agro is not liable for indirect loss, including but not limited to consequential loss.
5. Rexil Agro is not liable for not complying on time or at with its obligations under the Contract if this is caused by force majeure as referred to in Article 10.
6. The Client indemnifies Rexil Agro against claims from third parties, of whatever nature, in connection with the Services.

7. If Rexil Agro is held liable, it will only be liable for direct loss actually incurred, paid for or suffered by the Client as a result of a demonstrable breach of Rexil Agro's obligations with regard to its Services.
8. Rexil Agro's liability is limited to the amount covered and paid out by the insurer. If the insurer does not pay out, or if Rexil Agro is not insured, liability is limited to the amount paid by the Client.
9. The limitation of liability as described in this article does not apply in the event of intent or wilful recklessness on the part of Rexil Agro.
10. This provision does not exclude liability insofar as liability may not be limited or excluded by law.

Article 10 Force majeure

1. Force majeure means all external causes, beyond the will or control of Rexil Agro, as a result of which timely, complete or correct performance of the Contract is no longer possible.
2. Force majeure as referred to in the previous paragraph also includes, but is not limited to, non-performance by a third party, illness of Rexil Agro's own personnel or a third party, abnormal weather conditions, breakdowns in water and energy supplies, strikes, serious breakdowns in Rexil Agro's systems, fire, floods, natural disasters, riots, war or other internal disturbances.
3. In the event of force majeure, performance of the Contract shall be suspended for as long as the force majeure continues.
4. If the force majeure lasts longer than one month, either party may terminate the Contract without the need for a court order. In such a case Rexil Agro will reimburse any amounts paid, net of all costs incurred by Rexil Agro in relation to the Contract.

Article 11 Complaints

1. The Client must inspect the goods at the time of their delivery, or as soon thereafter as possible, to determine whether the quality and quantity of the delivered goods are in accordance with the terms of the Contract.
2. Errors or inaccuracies that can be discovered during an initial inspection, subject to the requirements of reasonableness and fairness, must be reported to Rexil Agro in writing within three (3) working days after receipt of the Services, with delivery of the proof of purchase, unless this is impossible or unreasonably onerous.
3. Other complaints, including complaints that could not be detected during an initial inspection, must be reported to Rexil Agro in writing within one (1) month at the latest, in accordance with the provisions of paragraph 2.

Article 12 Confidentiality of data

1. Each party guarantees that all information received from the other party, which is known or should be known to be of a confidential nature, will remain confidential. The party receiving confidential data will only use it for the purpose for which it was provided. Information shall in any case be considered confidential if it has been designated as such by one of the parties. Rexil Agro cannot be held to this if the provision of information to a third party is necessary as a result of a court ruling, a statutory provision or for the correct performance of the Contract.

Article 13 Intellectual property

1. Rexil Agro reserves the rights and powers it is entitled to under the Copyright Act.
2. All goods delivered by Rexil Agro remain the property of Rexil Agro and are exclusively intended to be used by the Client within the framework of the Services. The aforementioned data may not be reproduced, made public, exploited or brought to the attention of third parties by the Client without the express prior consent of Rexil Agro.
3. The Client guarantees that no third-party rights preclude the disclosure of data to Rexil Agro. The Client shall indemnify Rexil Agro against any action based on the allegation that such provision, use, adaptation, installation or incorporation infringes any third-party right.
4. In the event of a breach of the provisions of this article, Rexil Agro is entitled to charge the Client an immediately due and payable penalty of €10,000, plus a penalty of € 500 per day for each day that the breach continues.

Article 14 - Identity of Rexil Agro

1. Rexil Agro is registered with the Netherlands Chamber of Commerce under number 57775958. Its VAT identification number is NL852731401B01. Its registered office is at Demmersweg 92a, 7556 BN Hengelo, the Netherlands.
2. Rexil Agro can be contacted by e-mail via info@rexil-agro.com or by telephone on 074-7113400.

Article 15. Jurisdiction and competent court

1. The legal relationship between Rexil Agro and the Client is governed by Dutch law.
2. Any dispute arising between Rexil Agro and the Client will be settled by the competent court in the district of Overijssel.