

General terms and conditions ASP - Quality Support B.V.

Article 1: Applicability

These terms and conditions are applicable to each offer and each agreement between ASP - Quality Support B.V. (hereinafter called ASP-QS) and a buyer or assignee (hereinafter called the client) to which ASP-QS has declared these terms and conditions applicable, unless and in so far not expressly agreed otherwise.

Article 2: Assignments

An assignment has been accepted by ASP-QS, as soon as ASP-QS has sent the client a written confirmation or an invoice.

Article 3: Provision of information

Information and cultural guidelines in any form whatsoever provided by ASP-QS are without obligation. Descriptions, recommendations and illustrations in brochures and leaflets are based as closely as possible on experiences in tests and in practice. However, ASP-QS in no event accepts any liability for deviating results in the cultivated product on the basis of such information. The client himself must determine whether the goods are suitable for the relevant culture and/or can be used under local conditions.

Article 4: Use of trademarks, symbols and other indications

Unless stated otherwise in a written agreement, the client is forbidden to make use of trademarks, symbols and other indications used by ASP-QS to distinguish his goods from those of other firms or otherwise make use of similar trademarks or symbols. An exception is made for the merchandising of goods in the original packing, carrying trademarks, symbols and other indications of ASP-QS, applied by ASP-QS or with the consent of ASP-QS.

Article 5: Information from the client

1. The client must a.o. state the name or code number of the variety of the crop to be treated, the lotnumber as well as the year of production of the seeds. With regard to the treatment of the seeds, the client is obliged to inform ASP-QS in writing of any special statutory requirements prevailing in his country.

2. ASP-QS may at all times assume the accuracy and completeness of the information provided by the client.

If the seeds have been treated before, the client is obliged to inform ASP-QS of this in writing.

3. If ASP-QS makes a request to the client for information that is needed for the proper execution of the treatment, the client is obliged to provide the information requested. If the client fails to provide this information or fails to provide the information within an acceptable period of time, ASP-QS cannot be held liable.

4. After having received the seeds for treatment, ASP-QS might need to examine their moisture content, weight, seedcount (TCW) and germination percentages before applying any seed technology to the seeds. Based on this information, ASP-QS is entitled to refuse the seed lot for treatment if the incoming seed quality does not meet the minimum quality standards set by ASP-QS for the requested seed treatment.

If the quality of any seeds still to be treated is insufficient or dubious, ASP-QS shall inform the principal thereof. ASP-QS shall be under no obligation to treat seeds as referred to in the previous sentence. If ASP-QS, nevertheless, does treat such seeds at the principal's request, this shall be done entirely at the principal's risk. 5. On request of the client, ASP-QS will examine the germination of the seeds. ASP-QS will inform the client of the results as soon as they have become available. Subject to a written notice

to the contrary within three days after sending the information, ASP-QS may assume that the client accepts the accuracy of the results as reported by ASP-QS.

6. ASP-QS will comply to the rules of breeder's rights and have to assume that his customers do the same, but will not check this specifically. If in any dispute, ASP-QS

cannot held responsible for any offence against the Breeder's Rights or any other patent. If to any inquiry by official authorities regarding information about the treated seeds, as for instance in relation to Breeder's Rights, ASP-QS will cooperate with the authorities, but only after informing the client of the upcoming investigation.

Article 6: Requirements regarding the seeds

1. ASP-QS shall never be liable, neither before nor after accepting the order, for the quality of the seed as delivered by the principal to ASP-QS.
2. ASP-QS shall never be liable for diseases or infections of the principal's seed arisen during receipt, storage, treatment and/or despatch by ASP-QS.
3. The client must deliver the seeds without herb seeds, chaff or dirt, without disinfectants and free of diseases or contaminations.
4. If the client explicitly so requests, ASP-QS will use a special cleaning-/upgrading- and/or disinfection treatment for the seeds to be treated.
5. If ASP-QS finds that the seeds supplied by the client are of moderate or poor quality, ASP-QS will inform the client and consult with him whether or not the relevant batch should undergo treatment and, if so, under which conditions.

Article 7: Sampling

1. ASP-QS has the right to take as many samples of each lot to be treated as needed in relation to the stipulations in paragraph 2 and 4 of this article.
2. ASP-QS will take a sample of the lot(s) before and after treatment of the seeds.
3. ASP-QS will keep these samples in storage as a reference for at least one year.
4. The assessment of these samples is a decisive factor at the determination of the seed quality before treatment.
5. In case of an ongoing dispute between the client and ASP-QS about the outcome of the tests of one or more samples, one of the parties may request a (re-)examination by NAKTuinbouw in Roelofarendsveen, Netherlands, at the expense of the party in the wrong. The result of this (re-)examination is binding for both parties, subject to the right of the parties to submit the consequences of this result to the authorities as mentioned in article 19.
6. If the client requests the seeds, treated by ASP-QS, to be returned before ASP-QS has been able to determine the germination after treatment, ASP-QS will be released from any liability whatsoever.

Article 8: Pesticides and growth stimulants

1. Pesticides are fungicides, insecticides, other substances and/or organisms for the protection of crops. If necessary, ASP-QS adds, in accordance with its standard product list and allowance, to the best of its ability, pesticides and/or growth stimulators during its treatments, unless the principal has given specific instructions in writing to deviate from this.
2. ASP-QS shall not be liable for the effects of pesticides and growth stimulators on the quality of seeds or for the incorrect use of the seeds treated with pesticides and/or growth stimulators.
3. ASP-QS is not liable for damage, caused by the application of pesticides and/or growth stimulants on request or instruction of the client.
4. ASP-QS is not liable for any limitations, set by Government agencies, to the use and/or merchandising of seeds treated with pesticides and/or growth stimulants.

Article 9: Storage

If ASP-QS stores or safe-keeps the client's seeds before or after treatment, the client remains the owner of the seeds and will consequently be fully responsible for any risk involved. Although ASP-QS will, at the best of her knowledge, store the seeds at conditions that will not effect the seed quality, ASP-QS cannot be held liable for the relevant storage or safe-keeping.

Article 10: Offers and quotations

1. Offers made by ASP-QS are without engagement. Verbal offers expire after 8 days and written offers after 30 days. The prices quoted in an offer are exclusive of sales tax and, if any, transportation and forwarding charges.
2. ASP-QS reserves the right to adjust prices periodically. Each new quotation replaces the previous one as regards orders that are placed after the new quotation date.
3. Prices are in Euro's and exclude VAT.

Article 11: Delivery

1. The Incoterms prevailing at the date of the agreement will be applicable. At the date of publishing this is Incoterms 2010. Delivery will take place on an ex ASP-QS-works basis (EXW) from the by ASP-QS chosen production location.
2. If the client leaves the means of transport up to ASP-QS, the transport will take place in the way ASP-QS deems most appropriate. Any additional expenses caused by special transport demands made by the client, will be charged to the client.
3. ASP-QS has met the terms of delivery on the moment the goods are handed over to the carrier. Transportation of the goods is at the client's risk. From the moment the goods have been handed over to the carrier, ASP-QS will not be liable for late delivery, non-delivery, other obstructions in transport or damage by transport.

Article 12: Term of delivery

ASP-QS is obliged to deliver within the agreed term of delivery. An agreed term of delivery is no final term. In the event a delivery is overdue, the client should notify ASP-QS in writing of this default and allow him a reasonable period of time to fulfil the agreement as yet.

Article 13: Payment

1. Payment must take place within 30 days from the invoice date. Exceeding this term means that the client is in default; from this moment on, the client owes 3% interest per month over the outstanding amount.
2. In case the client is faced with liquidation, bankruptcy or suspension of payment, payments are due immediately and ASP-QS will be authorised to suspend or cancel the agreement, subject to the right of ASP-QS to demand compensation.
3. If partial payments were agreed upon and the client fails in one term, the full remaining amount will fall due immediately and without further notice. The last sentence of article 13, par. 1 will be applicable.
4. No claim or other dispute whatsoever between the client and ASP-QS gives the client the right to suspend payment of invoices and/or appeal to a suspension- and/or retention right towards ASP-QS.
5. In any event, ASP-QS has the right to require security as to the fulfilment of payment and/or send the goods C.O.D. as well as suspend observance of the agreement until the security as mentioned before is given to the satisfaction of ASP-QS.

Article 14: Collection charges

If the client is in default of refrains from meeting the payment obligations, all costs for settlement - in or out of court - will be at client's expense.

Article 15: Liability

1. ASP-QS will treat the seeds entirely at client's risk; the client must make sure that the seeds supplied to ASP-QS have sufficient germination/-energy and are suited for treatment.
2. ASP-QS will not be liable for damage as a consequence of a defect in the supplied goods, unless the client has filed a claim in accordance with article 16. The claim should be described in such a way that ASP-QS or a third party, will be able to verify this claim.
3. The client is obliged to limit the damage as regards the claim he files with ASP-QS as much as possible.
4. In the event of a justifiable and valid claim by the client, the client should allow ASP-QS sufficient time and opportunity to meet the claim to client's satisfaction.

5. Should ASP-QS be unable to meet a justifiable and valid claim, ASP-QS's liability will be limited to the invoice value of the order under claim, increased with a maximum sum of € 10.000, as part of the original cost price of the seed production price of the seeds, up to a maximum amount of € 50.000. ASP-QS shall not in any event be liable for any consequential loss whatsoever.

6. ASP-QS will not accept liability for incorrect use of the goods, quality issues because of incorrect storage of the goods, re-treatment or re-packing of the seeds by the client or a third party.

7. If the client offers seeds of third parties for treatment, ASP-QS cannot be held liable or jointly liable by the client for any claims of these third parties resulting from the revailing terms of sales and delivery between these third parties and the client (see article 17).

Article 16: Defects, required notice

1. The client should examine the goods at delivery or as soon as possible after delivery. The client should check if the goods meet the following:

- the agreed variety;
- the agreed quantity;
- the agreed packing;
- the agreed quantity per package;
- the agreed labelling;
- the agreed treatment;
- the agreed colour;
- the agreed brand and dosage of disinfection and, if any, insecticide

Claims regarding germination will not be accepted, see article 17.

2. The client shall report in writing to ASP-QS within 5 working days from delivery about visible defects or shortages, including packaging, stating lot- and invoice information.

3. The client shall report in writing to ASP-QS within 5 working days from discovery or within a reasonable period any non-visible or latent defects of the goods, including their packaging, stating lot- and invoice information.

4. Unless the client gives notice of any defect within the stated periods, ASP-QS will not accept his claim and the client will lose his rights.

Article 17: Warranties

1. The client safeguards ASP-QS from all claims and liabilities from third parties for ratification of damage, (allegedly) caused or otherwise related to any supply whatsoever from ASP-QS, being claims and liabilities to ASP-QS in his capacity of producer of the goods, arising out of a product liability law of any kind in any country whatsoever, unless the damage is caused intentionally or by gross negligence of ASP-QS.

2. The client must take out full insurance against all possible claims and liabilities resulting from the warranty as stated in art. 17.1. On request of ASP-QS the insurance should be submitted to ASP-QS's approval.

Article 18: Force majeure

1. ASP-QS will notify the client as early as possible, if he is unable to deliver or to deliver in good time due to force majeure. If the situation of force majeure continues for more than 2 months, either of the parties will be entitled to dissolve the agreement. In this case, ASP-QS is not obliged to compensate any damage whatsoever.

2. Force majeure implies circumstances beyond ASP-QS's control, hampering or blocking the fulfilment of the agreement. This will include, if and in so far such circumstances unreasonably hamper or block the fulfilment: strikes in other companies than ASP-QS, wild- or political strikes at ASP-QS, a general deficiency of required raw material and other materials or services, needed for the fulfilment of the agreement, unforeseen stagnation at suppliers or other third parties that ASP-QS depends on and general transport problems.

Article 19: Settlement of disputes

1. In the event of a dispute, parties will first try to settle this by mutual arrangement or by mediation, before parties submit this dispute to an arbitration tribunal or to the civil court.
2. Unless parties have mutually agreed on arbitration, any dispute will be settled in first instance by the competent civil court in the place where ASP-QS has its registered office, unless another court has been legally declared competent by the relevant mandatory rules of article 20.

Article 20: Applicable law

All agreements between ASP-QS and the client are subject to Dutch law. The United Nations Convention on the International Sales of Goods will be applicable as well if the client is not domiciled in the Netherlands, in so far not deviating from these terms and conditions and in so far not inconsistent with mandatory Dutch law.

March 30, 2015

Revised on spelling, layout and new logo: October 30, 2017 and February 27, 2018

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