

General terms and conditions RH3S

Article 1 Definitions

- 1 In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.

RH3S: the user of the general terms and conditions.

Client: the other party of RH3S and also intermediary(s) acting on behalf of the other party.

Agreement: the agreement for services or delivery.

Article 2 General

- 1 These conditions apply to every offer, quotation and agreement between RH3S and a client to which RH3S has declared these conditions applicable, insofar as the parties have not deviated from these conditions explicitly and in writing.
- 2 The present terms and conditions also apply to all agreements with RH3S, for the execution of which third parties must be involved.
- 3 Any deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing.
- 4 The applicability of any purchase or other conditions of the client is explicitly rejected.
- 5 If one or more provisions of these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. RH3S and client will then enter into consultation in order to agree on new provisions to replace the invalid or nullified provisions, whereby if and as far as possible the purpose and purport of the original provision will be observed.

Article 3 Offers and quotations

- 1 All offers are without obligation, unless explicitly stated otherwise in writing in the offer.
- 2 The quotations made by RH3S are without obligation; they are valid for 30 days, unless stated otherwise. RH3S is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days.
- 3 The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies.
- 4 If the acceptance deviates (on minor points) from the offer included in the quotation, RH3S is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless RH3S indicates otherwise.
- 5 A composite quotation does not oblige RH3S to perform part of the assignment against a corresponding part of the stated price.
- 6 Offers or quotations do not automatically apply to future assignments.

Article 4 Execution of the agreement

- 1 RH3S will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time.
- 2 If and insofar as required for the proper execution of the agreement, RH3S has the right to have certain activities performed by third parties.
- 3 The client ensures that all data, of which RH3S indicates that they are necessary or of which the client should reasonably understand that they are necessary for the execution of the agreement, are provided to RH3S in a timely manner. If the information required for the execution of the agreement is not provided to RH3S on time, RH3S has the right to suspend the execution of the agreement and / or to charge the extra costs resulting from the delay to the client according to the usual rates.

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- 4** RH3S is not liable for damage, of whatever nature, because RH3S has based on incorrect and / or incomplete information provided by the client, unless this inaccuracy or incompleteness should have been known to RH3S.
- 5** If it has been agreed that the agreement will be executed in phases, RH3S can suspend the execution of those parts that belong to a following phase until the client has approved the results of the preceding phase in writing.
- 6** If work is carried out by RH3S or third parties engaged by RH3S in the context of the assignment at the location of the client or a location designated by the client, the client shall provide the facilities reasonably desired by those employees free of charge.
- 7** The client indemnifies RH3S against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the client.

Article 5 Amendments to the agreement

- 1** If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.
- 2** If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. RH3S will inform the client of this as soon as possible.
- 3** If the change or addition to the agreement will have financial and / or qualitative consequences, RH3S will inform the client in advance.
- 4** If a fixed fee has been agreed, RH3S will indicate to what extent the change or supplement to the agreement will result in this fee being exceeded.
- 5** Contrary to paragraph 3, RH3S will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to RH3S.

Article 6 Duration of the contract; execution time

- 1** The agreement between RH3S and a client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties explicitly agree otherwise in writing.
- 2** If a term has been agreed within the term of the agreement for the completion of certain activities, this is never a strict deadline. If the implementation period is exceeded, the client must therefore give RH3S written notice of default.

Article 7 Fee

- 1** 1. For offers and agreements in which a fixed fee is offered or agreed, paragraphs 2., 5. and 6. to 11. of this article apply. If no fixed fee is agreed, paragraphs 3 to 11 of this article apply.
- 2** Parties can agree on a fixed fee when the agreement is concluded.
- 3** If no fixed fee is agreed, the fee will be determined on the basis of the hours actually spent. The fee is calculated according to the usual hourly rates of RH3S, valid for the period in which the work is performed, unless a deviating hourly rate has been agreed.
- 4** The fee and any cost estimates are exclusive of VAT.
- 5** For assignments with a term of more than 3 months, the costs due will be charged periodically.
- 6** If RH3S agrees a fixed fee or hourly rate with the client, RH3S is nevertheless entitled to increase this fee or rate.
- 7** RH3S is entitled to pass on price increases if RH3S can demonstrate that between the time of the offer and delivery, the rates with regard to, for example, wages have increased significantly.

- 8** In addition, RH3S may increase the fee if it appears during the execution of the work that the originally agreed or expected amount of work was insufficiently estimated at the conclusion of the agreement, and this is not attributable to RH3S, that it cannot reasonably be expected of RH3S to do the agreed work at the originally agreed fee.
- 9** In the event of a price increase, the client is entitled to dissolve the agreement if the fee or rate is increased within three months after entering into the agreement. After expiry of this period, the client is entitled to dissolve the agreement if the increase amounts to more than 10%. The client is not entitled to dissolution if the authority to increase the fee or rate arises from an authority under the law.
- 10** RH3S will notify the client in writing of its intention to increase the fee or rate. RH3S will state the extent of and the date on which the increase will take effect.
- 11** If the client does not wish to accept the increase in the fee or rate announced by RH3S, the client is entitled to terminate the agreement in writing within seven working days after the notification referred to, or to cancel the assignment against the in the notification from RH3S mentioned date on which the price or rate adjustment would take effect.

Article 8 Payment

- 1** Payment must be made within 30 days after the invoice date, in a manner to be indicated by RH3S in the currency in which the invoice was made. Objections to the amount of the invoices do not suspend the payment obligation.
- 2** If the client fails to pay within the period of 30 days, the client is legally in default. The client will then owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will apply. The interest on the due amount will be calculated from the moment the client is in default until the moment the full amount is paid.
- 3** In the event of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims of RH3S on the client are immediately due and payable.
- 4** RH3S has the right to have the payments made by the client extend in the first place to reduce the costs, then to reduce the interest that has become due and finally to reduce the principal sum and the current interest. RH3S can, without being in default, refuse an offer for payment if the client indicates a different order for the allocation. RH3S can refuse full repayment of the principal sum, if the open and accrued interest as well as the costs are not also paid.

Article 9 Retention of title

- 1** All goods delivered by RH3S, possibly including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of RH3S until the client has fulfilled all the following obligations under all agreements concluded with RH3S.
- 2** The client is not authorized to pledge or encumber in any other way the goods falling under the retention of title.
- 3** If third parties seize the goods delivered under retention of title, or wish to establish or assert rights thereon, the client is obliged to inform RH3S as soon as may reasonably be expected.
- 4** The client undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection upon first request.
- 5** Goods delivered by RH3S that fall under the retention of title by virtue of the provisions under 1. of this article, may only be resold in the context of normal business operations and may never be used as a means of payment.
- 6** In the event that RH3S wishes to exercise its ownership rights as indicated in this article, the client gives unconditional and irrevocable permission to RH3S or third parties to be designated by them to enter all those places where the properties of RH3S are located and to also take back goods.

Article 10 Collection costs

- 1** If the client is in default or omission in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining settlement out of court will be for the account of the client. In any case, the client owes collection costs in the event of a monetary claim. The collection costs are calculated in accordance with the collection rate as recommended by the Dutch Bar Association in collection cases.
- 2** If RH3S has incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement.
- 3** Any reasonable judicial and execution costs incurred will also be borne by the client.

Article 11 Research, complaints

- 1** Complaints about the work performed must be reported by the client to RH3S in writing within 8 days after discovery, but no later than 14 days after completion of the work in question. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that RH3S is able to respond adequately.
- 2** If a complaint is justified, RH3S will still perform the work as agreed, unless this has become demonstrably pointless for the client. The latter must be made known in writing by the client.
- 3** If the performance of the agreed work is no longer possible or useful, RH3S will only be liable within the limits of Article 15.

Article 12 Termination

- 1** Both parties can terminate the agreement in writing at any time.
- 2** If the agreement is terminated prematurely by the client, RH3S is entitled to compensation for the resulting and plausible occupancy loss, unless the termination is based on facts and circumstances that can be attributed to RH3S. Furthermore, the client is then obliged to pay the invoices for work performed up to that time. The preliminary results of the work carried out up to that point will therefore be made available to the client under reservation.
- 3** If the agreement is terminated prematurely by RH3S, RH3S will, in consultation with the client, arrange for the transfer of work still to be performed to third parties, unless the cancellation is based on facts and circumstances that are attributable to the client.
- 4** If the transfer of the work entails extra costs for RH3S, these will be charged to the client.

Article 13 Suspension and termination

- 1** RH3S is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:
 - the client does not or not fully comply with the obligations under the agreement;
 - after the conclusion of the agreement RH3S becomes aware of circumstances that give good reason to fear that the client will not fulfill its obligations. If there is good reason to fear that the client will only partially or improperly fulfill his obligations, the suspension is only permitted insofar as the shortcoming justifies it;
 - when the contract was concluded, the client was requested to provide security for the fulfillment of his obligations under the contract and this security is not provided or insufficient.
- 2** Furthermore, RH3S is authorized to dissolve the agreement or have it dissolved if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances arise in a different manner. nature that unaltered maintenance of the agreement cannot reasonably be expected.
- 3** If the agreement is dissolved, the claims of RH3S on the client are immediately due and payable. If RH3S suspends the fulfillment of the obligations, it retains its rights under the law and agreement.
- 4** RH3S always reserves the right to claim compensation.

Article 14 Return of items made available

- 1** If RH3S has made goods available to the client during the execution of the agreement, the client is obliged to return the delivered goods within 14 days, unless otherwise agreed in writing, in their original condition, free of defects and in full. If the client does not comply with this obligation, all resulting costs are for his account.
- 2** If, for any reason whatsoever, after a reminder to this effect, the client still fails to comply with the obligation referred to under 1, RH3S has the right to recover the resulting damage and costs, including the costs of replacement, from the client.

Article 15 Liability

- 1** If RH3S should be liable, then this liability is limited to what is regulated in this provision.
- 2** If RH3S is liable for direct damage, then that liability is limited to a maximum of twice the invoice amount, or at least that part of the assignment to which the liability relates, or at least to a maximum of € 1,134,450.54 (Say: one million hundred and thirty-four thousand four hundred and fifty-four euro cents). The liability is at all times limited to a maximum of the amount of the payment to be made by the RH3S insurer in the appropriate case.
- 3** Contrary to what is stipulated under 2. of this article, in the case of an assignment with a duration longer than six months, the liability is further limited to the fee part due over the last six months.
- 4** Direct damage is exclusively understood to mean:
 - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - any reasonable costs incurred to have the defective performance of RH3S conform to the agreement, unless these cannot be attributed to RH3S;
 - reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have resulted in limitation of direct damage as referred to in these general terms and conditions.
- 5** RH3S is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
- 6** In the case of advice by RH3S on the management and treatment of soil and crop, the actual application / use, storage and preservation is beyond the control of RH3S. The correct implementation of the advice provided therefore falls entirely under the responsibility of the client.
- 7** The client accepts that there is a risk of misunderstandings in the interpretation of the research question or in the interpretation of the advice and that the risk of incorrect interpretation of the research question or of incorrect interpretation of the advice is for his / her account.
- 8** RH3S bases its advice, where applicable, on the applicable legal provisions.
- 9** The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of RH3S or its subordinates.

Article 16 Indemnities

- 1** The client indemnifies RH3S against claims from third parties with regard to intellectual property rights on materials or data provided by the client, which are used in the implementation of the agreement.
- 2** If the client provides RH3S with information carriers, electronic files or software, etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.

Article 17 Transfer of risk

- 1** The risk of loss or damage to the goods that are the subject of the agreement transfers to the client at the moment they are legally and / or actually delivered to the client and thus under the power of the client or of a client to be agreed by the client. by third parties.

Article 18 Force majeure

- 1** The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that cannot be attributed to fault, and cannot be attributed to them by law, a legal act or generally accepted beliefs.
- 2** In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which RH3S can not exert influence, but as a result of which RH3S is unable to fulfill to come. This includes strikes in the company of RH3S.
- 3** RH3S also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after RH3S should have fulfilled its obligations.
- 4** During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
- 5** Insofar as RH3S has already partially fulfilled its obligations under the agreement at the time of the commencement of force majeure or will be able to fulfill them, and the part that has been fulfilled or to be fulfilled respectively has independent value, RH3S is entitled to comply with or part to be declared separately. Client is obliged to pay this invoice as if it were a separate agreement.

Article 19 Confidentiality

- 1** Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
- 2** If, on the basis of a statutory provision or a court decision, RH3S is obliged to also provide confidential information to third parties designated by law or the competent court, and RH3S cannot rely on a legal or competent judge recognized or permitted right of refusal, then RH3S is not obliged to pay compensation or compensation and the other party is not entitled to dissolve the agreement on the basis of any damage caused by this.

Article 20 Intellectual property and copyrights

- 1** Without prejudice to the other provisions in these general terms and conditions, RH3S reserves the rights and powers that belong to RH3S on the basis of the Copyright Act.
- 2** All documents provided by RH3S, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be reproduced or made public by him without the prior consent of RH3S, or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.
- 3** RH3S reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 21 Disputes

- 1** The judge in the place of business of RH3S has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless RH3S has the right to submit the dispute to the competent court according to the law.
- 2** The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 22 Applicable law

- 1** Dutch law applies to every agreement between RH3S and the client.