

GENERAL TERMS AND CONDITIONS

General terms and conditions of Kernfarm B.V., situated in Breukelen (Dutch Chamber of Commerce no. 61111589), hereinafter referred to as "Kernfarm".

1 Applicability

- 1.1 These general terms and conditions apply to all Kernfarm offers, engagements and agreements. Any deviations from these general terms and conditions will apply only if these have been accepted by Kernfarm in writing. Applicability of any general terms and conditions used by Kernfarm's contracting party (this other party is hereinafter referred to as "Buyer") is explicitly rejected.
- 1.2 Kernfarm reserves the right to make amendments and/or additions to these terms and conditions. The amended conditions take effect when they are disclosed to the Buyer. The Buyer reserves the right to terminate the agreement within 5 working days after the amended conditions have been made known to him. If the Buyer does not respond within 5 working days to the communication, Kernfarm is entitled to make assume that the Buyer has accepted the amended conditions.

2 Offers and agreements

- 2.1 An offer made by Kernfarm will be without obligation, even if it contains a term for acceptance, and can be revoked, withdrawn or changed by Kernfarm within 5 working days after acceptance by the Buyer. All offers and assignments are binding on Kernfarm only if and insofar as they have been confirmed by Kernfarm in writing or electronically (on-line, by e-mail or via the webshop). With due observance of the first sentence, an agreement is concluded as soon as the Purchaser receives written confirmation of the order, or by execution of the agreement by Kernfarm. Kernfarm is not bound by any mistakes or omissions in offers, any instructions or advice provided by Kernfarm with regard to offers and any general information not exclusively aimed at the Buyer.
- 2.2 Only the written confirmation of the order sent by Kernfarm or the invoice of Kernfarm is deemed to reflect the contents of the agreement correctly. Section 225 par. 2 of Book 6 of the Dutch Civil Code does not apply. Any amendments and/or additions to the agreement are only valid after those amendments and/or additions have been agreed in writing by Kernfarm and the Buyer. In writing includes email and other types of electronic communication.
- 2.3 If no offer has been issued by Kernfarm, an agreement is only formed by written confirmation or the performance of the Buyer's engagement/purchase order by Kernfarm.
- 2.4 Delivery of goods will be made at the sales prices charged by Kernfarm at the time of the conclusion of the agreement. Sales prices fluctuate regularly. In the event that an agreement has been concluded with regard to a delivery, Kernfarm reserves the right to increase the agreed prices due to circumstances beyond Kernfarm's control. In the event of such a price adjustment the Buyer is authorised to terminate the agreement within 5 working days after receipt of Kernfarm's notification of the price adjustment, after which period the adjusted price is deemed to be accepted by the Buyer.
- 2.5 The Buyer does not have the right to dissolve the agreement unless that right has been agreed in writing or the Buyer is authorised to do so on the basis of mandatory law. The right of

withdrawal does not apply to a Buyer acting for purposes related to the person's trade, business or profession. A justified dissolution obliges the Buyer to return any goods or rights provided by Kernfarm, to cancel any rights granted on the basis of the agreement. The legal rules regarding dissolution of contracts apply.

- 2.6 Kernfarm is entitled to unilaterally terminate the agreement fully or partly with immediate effect and/or suspend performance of any obligations arising from the agreement fully or partly with immediate effect if one or more of the following events occur:
- (a) a breach attributable to the Buyer of one or more obligations arising from the agreement;
 - (b) submission of a request to grant the Buyer permanent or provisional suspension of payments;
 - (c) submission of a petition to grant a liquidation order against the Buyer;
 - (d) the Buyer's inability to manage his affairs;
 - (e) the Buyer having no power of disposal;
 - (f) enforceable attachment at Kernfarm against the Buyer;
 - (g) formation of a decision relating to dissolution and/or liquidation of the Buyer;
 - (h) transfer of one or more shares in the Buyer to parties other than the shareholder or shareholders at the time the agreement with Kernfarm was formed;
 - (i) full or partial transfer of the business operated by the Buyer to one or more other parties;
 - (j) a credit insurer of Kernfarm issuing a negative rating on the Buyer's creditworthiness. This provision does not in any way oblige Kernfarm to take out actual credit insurance. Nor does this provision affect any of the Buyer's obligations under article 3.3 of these General Terms and Conditions.
- 2.7 The Buyer is obliged to inform Kernfarm immediately should any events referred to in this article occur.
- 2.8 Kernfarm does not have to pay any compensation to the Buyer as a result of the termination of the agreement or the suspension of any obligations arising from the agreement on the basis of any of the events referred to in article 2.6.

3 Price and payment

- 3.1 Prices indicated in the context of an order are in EUR or GBP and exclusive of VAT. Prices only relate to the goods to be delivered and do not include any additional services, unless agreed otherwise. Payments to Kernfarm must be made at a bank account designated by Kernfarm in the currency invoiced. Unless agreed otherwise the payment deadline is 14 days after the invoice date. The agreed payment deadline is final, on expiry of which the Buyer is in default without a separate notice of default being required.
- 3.2 If Buyer fails to pay the amount due even after the first payment reminder, Buyer will immediately owe statutory commercial interest on the amount still owed. Kernfarm is also entitled to charge the extrajudicial collection costs it has incurred to the amount of 15% on outstanding amounts with a minimum of EUR 40 (excl. VAT). The provisions of this paragraph do not preclude Kernfarm's right to reimbursement of the actual costs incurred to collect the claim(s), including legal costs.

- 3.3 The Buyer is not entitled to suspend payment obligations and/or set off payment obligations against any obligations that it believes Kernfarm has towards the Buyer.
- 3.4 Immediately on Kernfarm's request, the Buyer is obliged to provide and maintain insurance cover for adequate security for payment of amounts due to Kernfarm as a result of the agreement. If, in spite of such a request, the Buyer does not have and/or maintains sufficient insurance cover for payment of amounts due to Kernfarm, Kernfarm will have the right to fully suspend its obligations towards the Buyer.
- 3.5 Kernfarm has the right to set off any of the Buyer's debts, whether not due and payable, against obligations Kernfarm has towards the Buyer.

4 Delivery and delivery times

- 4.1 Any delivery times stated by Kernfarm are target delivery times. Delivery times form no essential part of the agreement. Any stated delivery times will be observed by Kernfarm as much as possible. Kernfarm will not be in default due to expiry of any stated delivery time. Any part deliveries are regarded as independent deliveries.
- 4.2 The agreed goods are deemed to be delivered as soon as these have been transferred to the Buyer after transport by Kernfarm or any dedicated/contracted third party or placed under the Buyer's control.
- 4.3 Delivery is only effected at a location easily accessible from the public road. For delivery addresses not easily accessible, Kernfarm reserves the right to deliver goods at a different location that is easily accessible and/or to charge extra costs for delivery at the location that is not easily accessible.

5 Retention of title and rights

- 5.1 The ownership of all goods delivered by Kernfarm will only transfer to the Buyer if and after the Buyer has paid the full amounts that he owes to Kernfarm by virtue of any agreement.
- 5.2 As long as the Buyer has not fully complied with his obligations towards Kernfarm, the Buyer is not entitled to any of the delivered goods and it is therefore not possible for the Buyer to encumber these or establish any restricted rights to these. Buyer is authorised to use the goods delivered by Kernfarm and/or supply these to third parties in the course of his normal business activities.
- 5.3 Despite the fact that title is retained as stipulated in the first paragraph of this article, the risk attached to owning the goods is transferred to the Buyer at the time the goods were received in his possession. From that moment the Buyer is obliged to comply and continue to comply with all the requirements prescribed by law in connection with holding, storing, processing and selling the items. From that same time such obligations no longer lie with Kernfarm.
- 5.4 If the manufacturer of any goods delivered to the Buyer, or Kernfarm itself in case of goods produced by Kernfarm, initiates a product recall, the Buyer is, immediately on Kernfarm's request, obliged to supply all information with regard to the delivered items, such as current storage location, sale date, delivery date, name and address of the Buyer's customer, name and address of the transporter, numbers of any applicable licences of the relevant Buyer's customers, etc. If the Buyer is not or not fully able to supply Kernfarm with this information, the Buyer is liable to Kernfarm for any loss or damage Kernfarm suffers as a result.

- 5.5 The Buyer is obliged to (i) obtain and maintain, at his own expense, insurance cover with a reputable insurance company situated in the Netherlands on goods that are subject to retention of title, (ii) give Kernfarm immediate access to those goods if requested, and (iii) immediately inform Kernfarm in writing of any action by third parties which affects/may affect the goods delivered by Kernfarm in a manner that is detrimental to Kernfarm.

6 Return goods

- 6.1 The buyer must inspect the goods upon receipt. In principle, the buyer has no right to return goods. If something went wrong with the order, under certain circumstances and at its own discretion Kernfarm is however willing to take back goods. The following minimum conditions apply:
- (a) The goods must be reported to Kernfarm in writing by the Buyer within 2 working days after the delivery date, stating the reason for return, and returned at the Buyer's expense within 5 working days after the delivery date.
 - (b) The return goods must arrive at Kernfarm in the original packaging and undamaged.
 - (c) In the case of return goods that require cooling, Buyer must enclose evidence that the storage temperature throughout the period that the goods were in Buyer's possession, including the time of transportation, has remained in accordance with the cooling requirements. If this evidence is incomplete or insufficient, Kernfarm will not reimburse the purchase price.
 - (d) If it is established that goods have been delivered incorrectly by fault of Kernfarm and not in accordance with the agreement, the purchase price will in principle be fully reimbursed if the above conditions are met.

7 Liability and damages

- 7.1 Goods delivered by Kernfarm must only be used on the basis of and following appropriate diagnostics and information leaflets.
- 7.2 Kernfarm is not liable for damage caused as a result of any act or omission by the Buyer, including;
- (a) making alterations or causing damage to the goods;
 - (b) abnormal storage conditions;
 - (c) failure to adhere to temperature requirements;
 - (d) failure to follow written instructions from Kernfarm or the manufacturer of the goods;
 - (e) use other than normal use, misuse or experimental use of the goods;
 - (f) repackaging of the goods without Kernfarm's permission.
- 7.3 Kernfarm is not liable for damage for whatever reason if the total price due for the goods has not been paid on the due date for payment.
- 7.4 With regard to goods that have not been manufactured by the Kernfarm, a warranty issued by the manufacturer may only be invoked, to the extent applicable.
- 7.5 A complaint by Buyer with regard to defects in or defectiveness of the goods must be communicated to Kernfarm within 2 working days after discovery of the defect(s), and the Buyer

must ensure that the goods are returned to Kernfarm within 5 working days after discovery of the defect(s), accompanied by a written statement of the defect(s) and the order number. If the Buyer fails to meet these requirements, Kernfarm will not be liable to the Buyer with regard to the goods.

- 7.6 If a complaint is accepted, Kernfarm shall only be obligated to either repair or replace, or to credit the defective goods, at the discretion of Kernfarm, without any other right of Buyer to be compensated.
- 7.7 With the exception of intent or gross negligence, Kernfarm's liability for damages as a result of breach of contract and/or wrongful act is in any case limited to direct damages and up to a maximum amount equal to the agreed price, excluding VAT, insofar as the agreed price has been paid by the Buyer to Kernfarm. Kernfarm is not in any way obliged to compensate immaterial damage, loss or damage by force majeure and/or indirect loss or damage, such as consequential loss or damage, loss of profits, business interruption loss, loss or damage due to time lost, loss of data and/or missing out on a financial advantage.
- 7.8 The Buyer is obliged to agree with the party to whom he supplies the goods purchased from Kernfarm that the liability of the Buyer and Kernfarm shall be limited as stipulated in this article 7. Any failure by the Buyer to stipulate such a limitation of liability in favour of Kernfarm causes the Buyer to be liable for any loss or damage Kernfarm suffers as a result.
- 7.9 The Buyer will indemnify Kernfarm against any claims by third parties arising from and/or in connection with, by virtue of and/or with regard to the agreement concerning goods delivered and/or services provided by Kernfarm. The Buyer will also indemnify Kernfarm against any consequences of the use of specifications originating from and/or prescribed by the Buyer.
- 7.10 In connection with the goods to be delivered the Buyer will strictly observe any national or international restrictions on export, import and use prescribed by the government. He will compensate Kernfarm for any loss or damage Kernfarm incurs by any breach of these restrictions.

8 Force majeure

- 8.1 Kernfarm will never be liable for any damage suffered by the Buyer if the obligations arising from the agreement cannot be fulfilled, cannot be fulfilled on time, or cannot be fulfilled properly due to force majeure.
- 8.2 Force majeure is in any case understood to mean any circumstance that Kernfarm could not take into account at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot be reasonably required by Buyer, such as; illness, quarantine, epidemic, terrorism or a serious threat of a terrorist attack, war or threat of war, civil war and riots, acts of war, sabotage, energy failure, flooding, earthquake, fire, natural disaster, strike, sit-downs, lockouts, government measures of any kind, transport difficulties, and other business interruptions.
- 8.3 Furthermore, force majeure shall mean the circumstance of any non-compliance of contractual obligations by a supplier of Kernfarm towards Kernfarm on which Kernfarm depends for the execution of the agreement, unless the non-compliance is attributable to Kernfarm.
- 8.4 In the event of force majeure, Kernfarm has the right to change the term of the delivery and if delivery has become impossible or unreasonably onerous, to cancel the agreement with immediate effect without judicial intervention and without being obliged to pay compensation.

- 8.5 If the force majeure continues for more than two months, the other party has the right to dissolve the agreement with immediate effect by registered letter.
- 8.6 If the delivery after force majeure entails an increase in costs, these are for the account of the Buyer.

9 General

- 9.1 Offers from and agreements with Kernfarm are exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply to any Kernfarm offers or agreements.
- 9.2 The competent subject-matter courts in the Utrecht district in the Netherlands have jurisdiction and exclusive competence to hear any disputes directly or indirectly arising from the agreement.