

General terms and conditions

I. DEFINITION

1. In these terms and conditions of delivery, "Adama" means the private company with limited liability ADAMA Northern Europe B.V. having its registered office in Leusden and principal place of business in Leusden.
2. In these terms and conditions, "Buyer" means every (legal) person who has concluded an agreement with Adama, or wishes to do so, as well as their representative(s), proxy/ies and assignee(s).
3. Adama's general terms and conditions are filed with the Trade Register of the Chamber of Commerce for Gooi-, Eem- en Flevoland. The Buyer will be able to inspect these general terms and conditions before an agreement with Adama and/or these terms and conditions will be handed over to the Buyer. In addition, at the request of the Buyer, the general terms and conditions will be submitted in writing.

II. GENERAL/APPLICATION

1. These terms and conditions apply to all offers, quotations, (purchase) agreements with, deliveries by and activities of or by Adama and/or third parties engaged by Adama, unless the parties have explicitly agreed otherwise in writing.
2. These general terms and conditions also apply to additional, amended and subsequent (purchase) agreements with, deliveries by and activities of or by Adama and/or the third parties engaged by Adama.
3. Any supplements and/or deviations from these terms and conditions shall only be effective if these have been explicitly agreed in writing by Adama with the Buyer. In case of any such deviation in any agreement with Adama, the Buyer can never appeal to any such deviation in later agreements.
4. The applicability of any purchase or other terms and conditions of the Buyer is expressly excluded and the general terms and conditions of Adama shall be decisive.
5. If one or more provisions of these general terms and conditions at any time are invalid or voided in whole or in part, all other provisions will continue to be fully applicable. Adama and the Buyer will at such time consult to agree on a new, substitute provision, while the purpose and intent of the original provision(s) shall be observed where possible. If a situation arises between the parties that is not provided for in these general terms and conditions, this situation should be assessed according to the spirit of these general terms and conditions.

III. OFFERS / CONCLUSION OF THE AGREEMENT

1. All offers made and sales prices cited by Adama are without obligation and therefore do not bind Adama, unless the contrary is stated in writing.
2. An agreement shall only be deemed to have been concluded from the moment Adama confirms the order of the Buyer in writing or from the moment Adama starts with the execution of the order.
3. A compound quotation does not oblige Adama to carry out part of the assignment at a corresponding part of the quoted price.
4. Offers or quotations do not automatically apply to future orders.

IV. DELIVERY

1. Delivery is made CIP (Incoterms 2020), unless explicitly agreed otherwise in writing.
2. Stated delivery dates are approximate and do not bind Adama. The agreed delivery time is not a deadline and is an indication, unless otherwise expressly agreed. In case of late delivery, the Buyer must give Adama a written notice of default within 14 days.
3. Exceeding the (estimated) delivery dates shall not entitle the Buyer to claim compensation in any form whatsoever, to refuse acceptance or to dissolve the agreement entirely, or to suspend the performance of any obligation of the Buyer under the agreement entirely or partially, unless the Buyer is entitled to do so on the basis of statutory provisions.
4. Adama's obligation to deliver will be fulfilled by offering /presenting the goods once at the agreed delivery address. The receipt signed by the buyer or by the person representing him and/or working there, will serve as full proof of delivery. In the event of non-acceptance, delivery costs, storage and other

related costs shall be borne by the Buyer. The Buyer must immediately reimburse Adama for these costs.

5. If the required information for the execution of the delivery order is not provided by the Buyer to Adama in time, the delivery dates will in any case be postponed by, and possibly also longer than, the period of time during which Adama had to wait for this information.
6. Adama is entitled to execute the agreement in different phases and to invoice the then executed part separately. If the agreement is carried out in phases, Adama may suspend the implementation of those parts that belong to a subsequent phase until the Buyer has fulfilled all its obligations in respect of Adama.

V. PACKAGING AND WRAPPING

1. The packaging and labelling of the products to be delivered will be determined by Adama in accordance with the applicable legal standards as a properly acting and professional entrepreneur.
2. The Buyer is responsible for the storage and/or processing of empty/used packaging materials in accordance with the applicable legal provisions.
3. The Buyer shall comply with safety precautions directions for use and safe storage and all guidelines and instructions set out on the label of the product(s).

VI. PRICES

1. All prices are net and exclusive of VAT, transport and packaging costs, unless explicitly agreed otherwise in writing.
2. All prices are based (among other things) on the prices of materials, labour costs, transport costs and exchange rates applicable at the time of the offer.
3. If these costs are increased after the offer, Adama is entitled to increase the prices accordingly, which also applies if this increase was to be anticipated / foreseeable at the time of the offer.
4. Adama will immediately notify the Buyer of the price increase in writing.
5. However, if the cost-price increase referred to in paragraph 3 is more than 15%, the Buyer is authorised to cancel the order within 3 working days after he has become aware of this (if delivery has not yet taken place and cancellation is still reasonably possible).
6. Taxes that did not exist and/or had not (yet) been introduced at the time of the offer shall be passed on to the Buyer, as well as any increase in such taxes and/or taxes already in existence. The provisions of paragraph 5 shall not apply in this case.
7. Adama is also at all times entitled to increase prices if this increase stems from a power or obligation under the law or regulations. The provisions of paragraph 5 do not apply in this case.

VII. RETENTION OF OWNERSHIP

1. All delivered goods as well as those yet to be delivered remain the exclusive property of Adama, until all claims Adama has or will have on the Buyer, including in any case the claims mentioned in Book 3, Section 92 paragraph 2 of the Dutch Civil Code, have been fully paid.
2. As long as the title to the goods has not been transferred to the Buyer, the Buyer may not pledge the goods or grant third parties any other right thereto, except within the normal operation of his business and with written permission from Adama. Buyer is obliged at Adama's first request to cooperate with the establishment of a pledge on the claims which the Buyer obtains or will obtain on its customers due to resale of goods.
3. The Buyer is obliged to keep the goods which have been delivered under reservation of ownership with the necessary care and as recognisable property of Adama.
4. Adama is entitled to take back the goods delivered under reservation of ownership and which are still present at the Buyer at any time if the Buyer is in default with the fulfilment of his payment obligations or is in payment difficulties or is at risk of running into payment difficulty. The Buyer shall cooperate immediately and at Adama's first request. The Buyer will grant Adama free access to its premises at all times to inspect the goods and/or to exercise Adama's rights.

- The provisions set out under 1 to 4 above do not affect any other rights which Adama may have.

VIII. PAYMENT

- All payments are to be made within thirty (30) days of the invoice date, unless otherwise agreed in writing, without any deduction, offsetting of amounts or discount. Subject to legal exceptions, the Buyer is not entitled to suspend payment and/or to offset payments against any amounts.
- If full payment is not made within the specified period, the Buyer will be legally in default in respect of Adama without a notice of default being required and this - without prejudice to any other rights accruing to Adama - will have the following consequences:
 - All other outstanding claims in the name of the Buyer with Adama will become immediately due and payable;
 - Adama has the right to charge interest on the amount specified in the invoice from the day the default commences until the day of full payment, whereby time involved is counted in full months, at a rate of 1% per month, unless the legal interest rate is higher, in which case the legal interest rate is due.
 - All reasonable costs incurred by Adama to obtain satisfaction out of court will be borne by the Buyer, including but not limited to 15% collection costs calculated on the outstanding invoice amount which the Buyer must pay immediately. If the actual extrajudicial collection costs reasonably incurred are higher, the Buyer is obliged to compensate these higher costs (or the difference) to Adama.
 - The Buyer shall also owe interest as referred to above under (b) on the collection costs owed.
- If the Buyer is in default, Adama reserves the right to cease further deliveries to the Buyer during this default situation, without Adama being obliged to pay compensation / damages for any reason whatsoever.

IX. CANCELLATION / TERMINATION OF THE AGREEMENT

- Adama reserves the right to terminate (cancel) the agreement(s) with the Buyer immediately without court intervention, if:
 - the Buyer is declared bankrupt, applies for a moratorium or files for bankruptcy, is subject to statutory debt rescheduling or is placed under administration;
 - the Buyer fails to fulfil any (payment) obligation from the agreement, or does not do so properly or on time;
 - the Buyer decides to liquidate and/or shut down the Buyer's business and/or otherwise substantially changes the Buyer's business;
 - the Buyer loses the free disposal of his assets, or, if the Buyer is a natural person, is placed under legal restraint, or dies;
 - circumstances arise of such a nature that fulfilment of the contract(s) is impossible or if other circumstances arise that are such that unaltered maintenance of the contract(s) cannot reasonably be required of Adama.
- Adama moreover reserves the right mentioned in paragraph 1 if:
 - after the conclusion of the agreement, Adama learns of circumstances that give good reason to fear that the Buyer will not fulfil its obligations;
 - the Buyer was asked upon the conclusion of the agreement(s) to provide security for the fulfilment of his obligations under the agreement(s) and this security is not provided or is insufficient;
 - due to a delay on the part of the Buyer, Adama can no longer be required to fulfil the agreement(s) on the originally agreed conditions.
- All claims that Adama may have against the Buyer at the time of the existence of one or more of the circumstances mentioned in paragraphs 1 and 2, will be immediately due and payable in full, without prejudice to Adama's right to claim full compensation of damages or loss of profit attributable to the Buyer and any compensation for legal assistance in and out of court.
- If Adama proceeds to extrajudicial dissolution under paragraph 1 or paragraph 2, Adama will not be obliged in any way, for any reason whatsoever, to compensate for damage, to pay any other compensation and costs incurred by the Buyer in any way (directly or indirectly).

- The loss of profit referred to in paragraph 3, amounts to at least 15% of the agreed price with a minimum of € 250 (excluding VAT), unless proof to the contrary is provided.

X. FORCE MAJEURE

- Force majeure for Adama means, in addition to the provisions in the law (Book 6, Section 75 of the Dutch Civil Code) and case law, all external causes, whether or not to be anticipated, which are beyond Adama's control, and due to which Adama is unable to fulfil its obligations. Adama is not obliged to fulfil its obligations in respect of the Buyer if Adama is unable to do so due to circumstances that are not attributable to its fault and / or under a legal act, the law, or generally accepted practice. Examples of force majeure are situations where Adama due to extraordinary circumstances, such as restrictive government measures of any kind, mobilisation, war, revolution, traffic restrictions or transportation problems and any circumstance that Adama could not anticipate and on which it has no influence and on which, if such a circumstance would have been known to it at the time of the conclusion of the agreement, it would not or not under equal conditions have concluded the agreement.
- If Adama cannot reasonably be expected to meet one or more of its obligations due to one or more of the circumstances listed above, it has the right to dissolve the contract in part or in full by registered letter without court intervention, or to suspend its implementation in part or in full, without being obliged to pay any compensation and/or damages. Adama is entitled to invoice the Buyer on a pro rata basis for any goods delivered up to that point, according to reasonableness and fairness. The Buyer is obliged to pay this invoice as if this is or was related to a separate agreement. Adama also has the right to appeal to force majeure if the circumstance that prevents (further) fulfilment of the obligation(s), occurs after Adama should have fulfilled its commitment.
- However, if partial or full suspension as referred to under 2 would change the later performance of Adama for the Buyer in such a drastic and substantial way that acceptance by the Buyer could not reasonably be expected, the Buyer will be discharged from its purchase obligations and the Buyer's payment obligation with regard to the undelivered goods will be cancelled, provided that the Buyer has notified Adama of this in writing within 14 days after the Buyer became aware of this situation.

XI. CANCELLATION

- If the Buyer cancels an order partially or completely, Adama is entitled to charge the Buyer cancellation costs of at least € 250, which the Buyer must immediately pay to Adama, calculated in the following time schedule on the net purchase price:
 - up to 31 days before the agreed delivery date a percentage of 30%;
 - 30 days or less before the agreed delivery date a percentage of 40%.
- The request to cancel all or part of an order after partial execution/delivery of the order cannot be complied with. This also applies if the product to be delivered is manufactured, processed or treated tailored to the Buyer.
- Cancellation must be made in writing by registered letter. The date of receipt of the letter by Adama is the date of cancellation.

XII. LIABILITY AND CLAIMS

- Adama's total liability as a result of non-delivery, late or improper delivery and/or attributable failure in the fulfilment of the agreement and/or for any other reason, except intentional or equivalent gross negligence of Adama, shall in no event exceed the net sales amount or net invoice amount of the goods concerned. Furthermore, the liability for damage caused by defective goods and packaging is limited to direct damage to persons or goods.
- Adama is in no event liable for indirect damage, including but not limited to consequential damage, lost profits, lost savings and damage due to business interruption.
- Except for provisions of mandatory law relating to (product) liability, Adama is not liable for damage resulting from improper

use, processing or modification of the delivered product, whether or not in conflict with the industry standards and values.

- Adama is not liable for damage of any kind, caused because Adama based itself on inaccurate and / or incomplete information provided by or on behalf of the Buyer.
- Each claim against Adama expires by the mere lapse of one year from the date the claim arose, unless a legal action was brought against Adama on the matter previously.
- The Buyer must inform Adama in writing within five working days after receipt of the goods of any defects in the delivery and will give Adama a reasonable time to fulfil its obligations, or repair any defects or limit or eliminate damage. The Buyer will follow the instructions of Adama with regard to the goods and packaging to limit the damage.
- Defects that can only be discovered at a later stage (non-visible defects), must be reported to Adama immediately, and in any case within five working days, after discovery.
- If the Buyer files a complaint, he must allow Adama to have the products inspected by an expert or an independent inspection body. If the expert declares the complaint valid, the costs of the inspection will be for the account of Adama. If not, the costs will be for the account of the Buyer.
- Announcements by or on behalf of Adama regarding the quality, composition, treatment in the broadest sense, application possibilities, properties, etc. of the goods are not binding on Adama, unless done in writing and explicitly in the form of a guarantee.
- The Buyer indemnifies Adama for any possible claims of third parties who, in connection with the implementation of the agreement between Adama and Buyer (directly or indirectly) suffer damage or the cause of which is not attributable to Adama.

XIII. RETURN SHIPMENTS

- Return shipments without Adama's prior written permission, whereby a return-shipment number is provided to the Buyer, are not allowed.
- If returns take place without Adama's permission, the respective costs will be for the account of the Buyer. Furthermore, Adama is entitled to charge administration charges and is free to store the goods at the expense and risk of the Buyer (if necessary with a third party) and keep them at its disposal.
- Return shipments without Adama's permission do not release the Buyer in any way from its (payment) obligations.
- Return shipments, vice versa, must always travel (are transported) at the expense and risk of the Buyer, unless expressly agreed otherwise in writing.

XIV. CONFIDENTIALITY

- The parties will observe strict confidentiality with regard to all information and/or data regarding each other's business operations and/or all other information which they should reasonably understand should be treated confidentially (by its nature or otherwise) before, during and after the conclusion of the agreement or quotation by Adama and will not disclose the same to any third party, unless this information and/or data were already known to the receiving party prior to the conclusion of the agreement. Adama will observe strict confidentiality with regard to all information and/or data and will not disclose these to any third party, unless this information and/or these data were already evidently known to the receiving party prior to the conclusion of the agreement, these data are provided by a third party without this third party breaching any obligation of confidentiality, a legal or social obligation to disclose is in place, or in case the information and/or data are deemed to be of general public knowledge. At the request of Adama, the Buyer will sign a confidentiality statement drawn up by Adama.
- All personal data contained in or relating to the agreements with Adama shall be processed in accordance with the General Data Protection Regulation (EU) 2016/679. The data shall be processed solely for the purposes of implementing, managing and monitoring the agreements with Adama to which the data subject is a party, and the processing must be carried out on behalf of the controller. The processor shall provide appropriate technical and organisational

measures that ensure the protection of the rights of the data subject. Personal data shall not be kept longer than necessary for the purposes for which they are processed and shall be processed in such a way as to ensure protection against unauthorised or unlawful processing, accidental loss, destruction or damage.

XV. APPLICABLE LAW AND DISPUTES

- Agreements between Adama and the buyer are exclusively governed by Dutch law, even if a contract is fully or partially implemented abroad or if the parties to the agreement are located / reside abroad. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- Any disputes arising from an agreement or related to an agreement will be settled by the competent court in Utrecht. The Parties will first attempt to reach a solution together before turning to the court.
- In case of differences in interpretation of the text, only the Dutch text shall be decisive.
- All trading conditions shall be interpreted in accordance with the Incoterms of the International Chamber of Commerce, 2020 Edition, unless otherwise agreed in writing.

XVI. INTELLECTUAL PROPERTY RIGHTS

- All patents, registered trademarks, unregistered trademarks, copyrights and other intellectual property rights relating to or with respect to the products supplied (or to be supplied) by Adama will remain the property of Adama or its affiliates. Adama makes no guarantee(s) regarding the patents, registered trademarks, unregistered trademarks, copyrights and other intellectual property rights related to or with respect to the products.

XVII. FINAL PROVISION

- If, with respect to any aspect, Adama does not continuously require strict compliance with these contents, this does not mean that these terms and conditions do not apply or that Adama would lose the right to require strict compliance with these terms and conditions in future cases, whether or not similar.
- Adama reserves the right to supplement and/or amend these general terms and conditions at all times. The Buyer has the right to dissolve the contract within 30 days after the amended general terms and conditions have come into effect.

These general terms and conditions were filed with the Chamber of Commerce for Gooi-, Eem- and Flevoland on 16-5-2022 and can also be consulted on <https://www.adama.com/nederland/nl/algemene-leveringsvoorwaarden>.

*The English version of these General Terms and Conditions of Delivery is available on request.
Die deutsche Fassung dieser Allgemeinen Lieferbedingungen ist auf Wunsch erhältlich.
La version française de ces Conditions Générales de Livraison est disponible sur demande.*