

GENERAL PURCHASE CONDITIONS AND GENERAL CONDITIONS FOR WORK

For TenCate Grass Holding B.V. at G. van der Muelenweg 2, 7443 RE Nijverdal, the Netherlands or any legal entity owned or controlled, directly or indirectly, by TenCate Grass Holding B.V.

A. GENERAL PURCHASE CONDITIONS

Article 1 Scope

- 1.1 These general conditions shall apply to all enquiries, offers and agreements between TenCate Grass Holding B.V. or any legal entity owned or controlled, directly or indirectly, by it (hereinafter: the purchaser) on the one hand and another party (hereinafter: the supplier) on the other hand, relating in particular to supplies of goods to the purchaser by the supplier.
- 1.2 Varying from these conditions shall only be possible if the parties so agree in writing. Variations shall apply only to the agreement in question.
- 1.3 General conditions of the supplier shall not apply. The purchaser shall not agree to such conditions, except if and to the extent that their applicability has been expressly accepted by the purchaser in writing.

Article 2 Quotations; orders; conclusion of agreement

- 2.1 An enquiry by the purchaser for the submission of a quotation shall in each case be without obligation.
- 2.2 A quotation by the supplier shall be irrevocable unless the supplier has stated in writing before or at the time of the submission of the quotation that it is revocable.
- 2.3 An agreement between the purchaser and the supplier shall only become effective following written acceptance by the purchaser of a quotation by the supplier or by written confirmation of the order by the purchaser.
- 2.4 In the case of a framework agreement the agreement shall become effective whenever the purchaser places an order with the supplier in the context of the framework agreement in question.
- 2.5 As long as the intended agreement has not become fully effective in every respect the purchaser shall have the right to break off the negotiations without the supplier being entitled to any compensation of damage or costs.
- 2.6 Changes and additions to the agreement can only be made in writing.

Article 3 Tenders

- 3.1 In the case of tenders each supplier wishing to submit a bid must deliver (arrange delivery of) its tender form at the address stated thereon by the time at which the tender closes at the latest, without costs for the purchaser.
- 3.2 Tender forms that have not been handed in by the time at which the tender closes at the latest shall be invalid unless the purchaser decides otherwise by virtue of special circumstances.

Article 4 Transfer of rights and obligations

- 4.1 The supplier shall not transfer or subcontract the obligations arising for it from the agreement and the performance of the agreement itself, or any part thereof, to a third party without the prior written consent of the purchaser.
- 4.2 Transfer or subcontracting to a third party shall not affect the liability of the supplier for the acts and omissions of that third party and for the proper performance of the agreement.

Article 5 Quality and liability; indemnity; insurance

- 5.1 The supplier shall guarantee that the goods supplied conform in every respect to that which has been agreed and to the statutory requirements and other government regulations in force at the time of the supply. The goods must otherwise be of good quality and be suitable for the purpose for which they are intended and possess the properties that the purchaser should expect on the basis of the agreement.
- 5.2 The supplier shall be liable for all damage arising as a consequence of or in connection with the non-conformity of the goods supplied with the provisions in subsection 1 of this article and shall indemnify the purchaser against all claims of third parties in this regard.
- 5.3 The supplier shall not be permitted, without the prior written consent of the purchaser, to supply goods that differ from that which has been agreed.

Article 6 Testing and inspection

- 6.1 The purchaser shall have the right, but not the obligation, to test or inspect the goods or a portion thereof (arrange their testing or inspection) prior to delivery and/or subsequently. The supplier shall give every assistance to this free of charge and shall grant access to the place(s) where the goods are being or have been produced or stored. The supplier shall also if so required provide a suitable room for the testing or inspection free of charge.
- 6.2 In the event of rejection the purchaser shall notify the supplier in writing. This notification shall serve as notice of default. The purchaser shall give the supplier, if supply is still possible and appropriate, the opportunity within a reasonable period of time even then to supply in accordance with the agreement. If by its nature or intended use supply is no longer possible or appropriate, or if the supplier fails to take advantage of the opportunity referred to in the previous sentence, or fails to supply properly, the purchaser shall have the right to dissolve the agreement as a whole or in part without further notice of default, notwithstanding the right of the purchaser to compensation.
- 6.3 If the supplier fails to give every assistance to testing or inspection, the costs resulting from this shall be for its account. If the goods are rejected by the purchaser, the costs of the testing shall be for the account of the supplier.
- 6.4 If the purchaser rejects the goods, the supplier shall collect them from the purchaser within two weeks of the purchaser informing it thereof, at its own expense, crediting the amount charged to the purchaser and repaying amounts already paid by the purchaser in this regard. If the supplier fails in the performance of this obligation, the purchaser may, notwithstanding its other rights, arrange delivery of the goods to the supplier for the account of the supplier.
- 6.5 Notwithstanding the provisions of this article regarding testing or inspection by the purchaser, the supplier shall remain liable for all damage arising from the supply of faulty goods, even if these goods have undergone treatment or processing. Likewise, if the supplier (otherwise) fails in the performance of its obligations under the agreement, it shall be liable to the purchaser for all damage resulting from this. In this connection the supplier shall also include personnel of the supplier and (legal) entities for which the supplier is liable. The purchaser shall be entitled, if the supplier fails in the performance of its obligations under the agreement, to dissolve the agreement as a whole or in part, notwithstanding the right of the purchaser to compensation.
- 6.6 The supplier shall indemnify the purchaser against all claims of third parties for compensation of damage as referred to in the previous subsection of this article. In this connection third parties shall also include personnel of the purchaser and (legal) entities that are employed on behalf of the purchaser.
- 6.7 The supplier shall be obliged to insure itself properly against liability and risks as described in this article, which for instance shall mean that the supplier shall conclude a proper insurance providing cover against product liability. The supplier shall submit the insurance policy, the insurance conditions, and the proof of premium payment to the purchaser for inspection on demand.

Article 7 Delivery; delivery time

- 7.1 Deliveries, which shall include deliveries in parts, shall take place at the agreed place and the agreed time. Unless otherwise agreed in writing, delivery shall be subject to the term “Delivered Duty Paid” (DDP), in accordance with the most recent version of Incoterms, published by the ICC (the International Chamber of Commerce).
- 7.2 If the goods have not been delivered within the agreed period of time and at the agreed place and/or the work has not been done within the agreed period of time, the supplier shall be in default without notice of default. The purchaser shall in that case, notwithstanding the rights otherwise belonging to it, be entitled to refuse the goods to be supplied and to dissolve the agreement as a whole or in part.
- 7.3 If the supplier knows or suspects that it will not (be able to) perform its obligations under the agreement, or not in time or not in full, it must immediately notify the purchaser accordingly in writing stating reasons.
- 7.4 The supplier shall ensure that the goods to be supplied are accompanied by all the necessary documentation, intended for the proper use of the goods, and any testing and inspection reports and warranty certificates. The supplier shall ensure that a delivery note is handed to the purchaser on delivery.
- 7.5 The risk of loss and destruction of and damage to the goods shall remain with the supplier until the goods have been delivered to the purchaser and an authorised representative of the purchaser has signed in acknowledgement of receipt.
- 7.6 Partial deliveries shall only be permitted with the prior written consent of the purchaser.

Article 8 Transfer of ownership; risk; acceptance

- 8.1 The ownership of the goods supplied shall pass to the purchaser at the moment of delivery as soon as the goods have been delivered to the agreed place of delivery.
- 8.2 In the event of rejection of the goods by the purchaser as referred to in article 6, the goods shall remain the property of the supplier and the risk shall also be regarded as having remained with the supplier and therefore never to have passed to the purchaser. In that case the purchaser shall not be obliged to perform its obligations under the agreement. Amounts already paid by the purchaser shall in that case immediately be repaid by the supplier.
- 8.3 Taking receipt of the goods by the purchaser shall not prevent a subsequent claim in respect of defects in the goods supplied and a claim in respect of failure in some other way of the supplier to perform its obligations under the agreement. Processing, treatment, taking into use or onward supply of the goods shall not affect this right.

Article 9 Packaging; transport

- 9.1 Goods supplied must have been packed properly and must be protected and transported such that they reach their destination in good condition.
- 9.2 All the costs of packaging, storage and transport of the goods shall be for the account of the supplier, unless the parties otherwise agree in writing.
- 9.3 In the case of loaned packaging this must have been clearly indicated by the supplier. In all other cases the ownership of the packaging shall pass to the purchaser at the moment of delivery. Loaned packaging can be returned by the purchaser to an address to be given by the supplier for the account and risk of the supplier. If the supplier fails to give an address, the purchaser shall be entitled to send the loaned packaging to the address of the supplier for the account and risk of the supplier. The purchaser can waive the right to acquire ownership of the packaging and require the supplier to take back the packaging. The purchaser shall also have the right at any time to return the packaging to the supplier for the account and risk of the supplier.
- 9.4 If the goods supplied have not been packed properly, the supplier shall be liable for the damage arising because of or in connection with this, including damage to the goods supplied themselves.

Article 10 Price

- 10.1 Unless otherwise agreed in writing the prices shall be fixed, exclusive of VAT and therefore for instance inclusive of transport, loading and unloading, all import and export duties and excise duties, and inclusive of all other levies and taxes connected with the (supply of the) goods, and inclusive of (additional) costs in connection with the performance of the agreement. Nor shall currency differences (differences in exchange rates between the time of ordering and delivering/invoicing) have any effect on the price.
- 10.2 Changes in prices, wages, costs, social charges, taxes, and other cost-increasing factors cannot be passed on to the purchaser, unless otherwise agreed in writing.

Article 11 Payment

- 11.1 The purchaser shall not be obliged to pay until after correct performance on time by the supplier of all its obligations under the agreement. Payment can be suspended by the purchaser if the supplier has failed to perform its obligations under the agreement, failed to do so on time or failed to do so in full. In no way shall payment by the purchaser imply waiver of right.
- 11.2 Payment shall take place within the agreed payment term following receipt and approval of the invoice of the supplier. If no other payment term is agreed, a payment term of 60 days from invoice date shall apply.
- 11.3 The purchaser shall be entitled to offset debts to the supplier against any claims on the supplier.
- 11.4 If the purchaser fails imputably in the performance of its payment obligation, it shall not be in default until two weeks have passed following receipt of a written notice of default from the supplier.

Article 12 Rights of third parties

The supplier shall guarantee the purchaser that it is entitled to transfer the ownership of the goods supplied and that there is no infringement of rights of third parties (including intellectual and industrial property rights). The supplier shall indemnify the purchaser against all claims of third parties in this regard and shall compensate the purchaser for damage suffered by the purchaser as a consequence of this and in connection with this on demand.

Article 13 Confidentiality

- 13.1 The supplier (which shall also include personnel of the supplier and third parties engaged by the supplier) shall undertake to maintain confidentiality towards third parties with regard to drawings, models, designs, diagrams, trade secrets and other (business) information that have been provided to the supplier in connection with the agreement and/or other information to which the supplier is otherwise exposed and may only reproduce the said data and information and/or disclose/make them available to third parties with the prior written consent of the purchaser.
- 13.2 The obligations arising for the supplier under subsection 1 of this article shall continue even after the end of the agreement.

Article 14 Performance

- 14.1 If the goods supplied do not conform to the agreement, the purchaser can, notwithstanding the rights otherwise belonging to it, demand that the supplier even then supply that which is missing or repair or replace the goods. The associated costs shall be for the account of the supplier.
- 14.2 If the supplier, having been given written notice to this effect by the purchaser, fails to meet a requirement as referred to in subsection 1 of this article within a period of time to be set in the notice, the purchaser can arrange for the supply, the repair, or the replacement to be carried out by a third party and the supplier shall reimburse the purchaser the associated costs on demand.

Article 15 Force majeure

- 15.1 Failures of the supplier in the performance of its obligations under the agreement shall only be regarded as force majeure and can then only not be attributed to it if they are not its fault, nor for its account under the law, the agreement or generally accepted practice. The supplier must demonstrate that a failure is not attributable to it.
- 15.2 Force majeure on the part of the supplier shall in any event not mean: a shortage of personnel; strike action; excessive sick leave; the circumstance of the supplier failing to receive a performance that is important in connection with the performance to be delivered by itself, failing to do so on time or failing to do so properly; unsuitability of goods used by the supplier and liquidity and solvency problems of the supplier, all irrespective of the underlying cause.
- 15.3 The supplier shall have no right to invoke force majeure if the circumstance preventing (further) performance commences after the supplier should have performed its own obligation.
- 15.4 Where the period of time in which performance of the obligations by one party is not possible because of force majeure lasts more than 30 days, the supplier shall be entitled to dissolve the agreement, without any obligation to pay compensation arising in that case.
- 15.5 Even if the supplier can invoke force majeure, it must notify the purchaser of the failure and its cause in writing immediately, and in any event within the period of time agreed for the performance of the obligation concerned.

Article 16 Warranty

- 16.1 The purchaser can exercise the rights that it can derive from a failure, even if a warranty period has been agreed if it feels that the goods do not conform to the agreement.
- 16.2 An agreed warranty shall in any event mean that the supplier will remedy any defect reported to the supplier by the purchaser as soon as possible, for the account of the supplier, including the additional costs. If the supplier has changed, repaired, or replaced goods or parts thereof, the warranty shall in this respect again take effect for the full warranty period.
- 16.3 The provisions of this article shall not, either during or following the expiry of the warranty period, affect the rights that the purchaser can derive from a failure of the supplier.

Article 17 Dissolution

- 17.1 Any period of time agreed between the purchaser and the supplier for the performance of its obligations by the supplier shall be a deadline, unless otherwise agreed in writing.
- 17.2 Notwithstanding all the other rights of the purchaser, the purchaser may dissolve the agreement as a whole or in part by a written statement if: a. the supplier is in default with the performance of an obligation under the agreement; b. the performance by the supplier of a claimable obligation under the agreement becomes temporarily or permanently impossible; c. any advantage has been or is offered or provided to the purchaser (which shall also include personnel of the purchaser or third parties engaged by the purchaser) by the supplier (which shall also include personnel of the supplier or third parties engaged by the supplier) if consent for this has not been expressly given in writing by the purchaser; d. the supplier is declared bankrupt, it is granted a suspension of payments or other court protection from creditors, or in the event of liquidation or business termination of the supplier; in the said cases the claims of the purchaser on the supplier shall be immediately due and payable in their entirety and the purchaser shall be entitled to suspend its obligations and/or to dissolve the agreement as a whole or in part, notwithstanding the other rights of the purchaser. The purchaser shall also be entitled in the said cases to arrange for the agreement to be performed by one or more third parties for the account and risk of the supplier.

Article 18 Compliance; environmental, social and governance

- 18.1 The supplier shall comply with all applicable laws, ordinances, codes, and regulations of any governmental agency having jurisdiction over the agreement or the goods supplied thereunder and shall obtain any and all required permits and licenses for fulfilling any such agreement or the supplying of the goods. All goods shall be manufactured, packaged, marked, and shipped by the supplier in compliance with all laws, rules, and regulations of any applicable governmental or regulatory authorities.
- 18.2 In particular, the supplier warrants that the goods do not and will not contain any hazardous compounds or other substances that may be restricted by applicable governmental or regulatory authorities. The supplier shall promptly notify the purchaser in writing (letter; email or fax) if any goods, or components of any goods, are deemed hazardous under the laws, rules, or regulations of any applicable governmental or regulatory authority, including but not limited to EU Regulation 1907/2006 in its current version (REACH Regulation).
- 18.3 The supplier is committed to a policy of fair, honest and ethical business practices, and conduct, and to full compliance with all applicable laws and governmental regulations; the supplier accepts the foregoing policy as a governing principle of its supply relationship with the purchaser. The purchaser prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The supplier and its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the purchaser.
- 18.4 The supplier shall comply with environmental regulations, customer requirements regarding prohibition or restriction of specific substances and standards applicable to the supplier's operations and shall implement measures contributing to the protection of the environment. Therefore, it should strive to minimize the adverse environmental impact of its products and services during the whole product life cycle (conception, development, production, transport, use and disposal, and/or recycling) in all locations where the supplier operates. Environmental pollution and the use of raw materials and resources shall be minimized, and protection of the environment shall be improved continuously. An environmental management system according to ISO 14001 or any equal system has to be implemented.
- 18.5 The supplier is committed to support purchaser's fulfilment of its commercial and social responsibilities by complying with the purchaser's Supplier Code of Conduct, as may be amended from time to time. The applicable version of this Suppliers Code of Conduct is available on the purchaser's website: www.tencategrass.com.

Article 19 Settlement of disputes; applicable law

- 19.1 Contrary to the statutory rules for the competence of the civil court, any dispute between the purchaser and the supplier shall be settled exclusively by the court in Almelo, the Netherlands. The purchaser shall however at all times be entitled to submit a dispute to the court competent according to the law or the applicable international treaty.
- 19.2 Any agreement between the purchaser and the supplier shall be subject exclusively to the law of the Netherlands. The applicability of the Vienna Sales Convention (CISG 1980) shall be excluded.

B. GENERAL CONDITIONS FOR WORK

Article 20 Scope

- 20.1 These general conditions for work shall, in addition to the general purchase conditions referred to above under A., apply to all enquiries, offers and agreements between the purchaser and the supplier in relation to the rendering of services and the performance of work by the supplier for the benefit of the purchaser.
- 20.2 If and to the extent that these general conditions for work do not differ from the aforementioned general purchase conditions, the general purchase conditions shall apply mutatis mutandis.

Article 21 Performance of the agreement

- 21.1 The supplier must perform the agreement on the agreed date/in the agreed period of time, properly and carefully and fully in accordance with the provisions of the agreement and the requirements laid down therein and with the engagement of professional and expert personnel.
- 21.2 The supplier shall only be entitled to engage third parties in the performance of the agreement with the prior written consent of the purchaser. The supplier shall, even if the purchaser has given consent for the engagement of third parties, remain fully liable for the acts and omissions of these third parties.
- 21.3 The supplier and its personnel, including third parties engaged in the performance of the agreement, shall perform the agreement subject to all statutory and other government regulations.
- 21.4 If the purchaser so requests, the supplier must provide the purchaser with a written statement of the personal details of the persons who (are going to) do the work.
- 21.5 If in the opinion of the purchaser personnel are insufficiently qualified, the purchaser shall be entitled to order the removal of that personnel.
- 21.6 The purchaser shall have the right to inspect and test all the materials and equipment used by the supplier in the performance of the agreement.

Article 22 Sites; buildings

- 22.1 Before the start of the performance of the agreement the supplier must familiarise itself with the conditions on the sites and in the buildings of the purchaser and with the rules and regulations (including those on safety, health, and environment) applying where the work under the agreement is to be done and must adhere to the provisions laid down in the said rules and regulations.
- 22.2 The supplier must ensure that performance of the agreement and the presence of the supplier and its personnel on the sites and in the buildings of the purchaser do not affect the undisturbed progress of the work of the purchaser and third parties.

Article 23 Amendment of the agreement

- 23.1 The purchaser shall have the right reasonably to change the nature and/or extent of the services to be rendered and the work to be done by the supplier following prior consultation with the supplier.
- 23.2 If the date of completion of the performance of the agreement is affected by the change, the supplier shall notify the purchaser accordingly in writing as soon as possible.
- 23.3 If the amendment of the agreement has financial or quality consequences, the supplier must tell the purchaser about them beforehand. If a fixed price or fixed rates have been agreed, the supplier shall indicate whether, and if so to what extent, the changes will result in them being exceeded. The supplier cannot make any additional charges if the change is the consequence of circumstances that can be attributed to the supplier.
- 23.4 The purchaser shall only pay for additional work assigned by it in writing. The settlement of variations resulting in a deduction of work shall, unless otherwise agreed in writing, be decided by mutual agreement.

Article 24 Tools

- 24.1 Unless otherwise agreed in writing, the supplier must itself provide for all the tools required for the work to be done, which must be of sound quality and must conform to the relevant statutory requirements and regulations.
- 24.2 The supplier can only use tools belonging to the purchaser with the consent of the purchaser. This use shall be at the risk of the supplier and the supplier shall be fully liable for any damage that is caused by this. The supplier shall indemnify the purchaser against claims of third parties in this regard. As soon as the supplier has finished using tools belonging to the purchaser, it must return these tools to the purchaser in the condition in which it received them. The supplier shall notify the purchaser immediately of any damage to and defects in the tools and compensate the purchaser for them on demand.

Article 25 Intellectual and industrial property rights; rights of third parties

- 25.1 The purchaser shall become the owner of all the intellectual and industrial property rights that arise through or are a consequence of performance of the agreement by the supplier. The supplier shall give its full assistance to the acquisition of the said rights by the purchaser to the extent necessary.
- 25.2 Reports, models, drawings, etc., in which the work assigned by the purchaser to the supplier results, shall become the property of the purchaser. All the documents and information provided to the supplier by the purchaser, such as reports, advice, designs, sketches, drawings, software, etc. shall remain the property of the purchaser and may only be used by the supplier in the context of the performance of the agreement. The supplier may not reproduce, disclose, or exploit the said documents and information or make them known/available to third parties without the prior written consent of the purchaser, unless the purchaser has granted prior written consent for this. The supplier shall return the said documents and information to the purchaser following the performance of the agreement and otherwise on demand of the purchaser.
- 25.3 The supplier shall guarantee that – with the performance of the agreement and through the fact that the purchaser becomes the owner of all the intellectual and industrial property rights arising from it and acquires the full and free right of use of the results of the order – there is no infringement of rights of third parties and it shall indemnify the purchaser against any and all claims of third parties in this regard and shall compensate the purchaser for damage suffered by the purchaser as a consequence of such claims and in connection with such claims on demand.