

GENERAL TERMS OF DELIVERY AND PAYMENT

General terms of delivery and payment of the private company with limited liability TenCate Grass Holding B.V., having its seat in Almelo, the Netherlands, and having its office address 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. (“affiliates”).

GENERAL TERMS OF DELIVERY AND PAYMENT

DEFINITIONS:

Vendor: TenCate Grass Holding B.V. or any of its affiliates.

Buyer: any (legal) person concluding an agreement for the supply of goods and/or services with TenCate Grass Components or one of its affiliates.

ARTICLE 1 SCOPE

- 1.1 These terms apply to any offer and any agreement between the vendor on the one hand and the buyer on the other hand, to the extent that the parties have not varied these terms in writing.
- 1.2 The term 'buyer' extends to the party on whose behalf and/or at whose expense goods are supplied.
- 1.3 Any general conditions of the buyer will not apply. The vendor does not agree to these conditions, except if and to the extent that the vendor has expressly accepted their applicability in writing.

ARTICLE 2 QUOTATIONS; ORDERS; CONCLUSION OF AGREEMENTS

- 2.1 The quotations issued by the vendor will be without obligation; they will be valid for 30 days, unless indicated otherwise.
- 2.2 An order given to the vendor will count as an offer by the buyer that can only be regarded as having been accepted by the vendor following written confirmation by the vendor (by means of a confirmation of order).
- 2.3 Quotations issued by the vendor will include: designs, drawings, models, samples, descriptions, illustrations, indications of dimensions, etc. and any enclosures and documents relating to the quotations of the vendor. All these, as well as tools made and used by the vendor in this connection, will remain the property of the vendor and must be returned to the vendor on demand and may not be reproduced and/or brought to the notice of third parties or made available to third parties without the vendor's prior written consent.
- 2.4 Promises by and agreements with employees of the vendor, to the extent that they have no power of representation, will not be binding on the vendor until and to the extent that they have been confirmed in writing by an authorised representative of the vendor.
- 2.5 A confirmation of order sent by the vendor to the buyer will be deemed to reflect the contents of the agreement concluded completely and correctly. Where the vendor sends a confirmation of order, the agreement will be deemed to have been concluded at the moment when the vendor sent the confirmation of order. The buyer will be deemed to agree to the contents of the confirmation of order, unless it notifies the vendor in writing within seven days of the date of the confirmation of order that it cannot accept these contents.
- 2.6 The contents of price lists, folders, printed matter, etc. of the vendor will not be binding on the vendor, unless the agreement expressly refers to those contents. Every new price list of the vendor will render the previous one inoperative.

ARTICLE 3 PRICES

- 3.1 All prices quoted by the vendor will be exclusive of VAT, unless otherwise expressly agreed in writing.
- 3.2 The prices quoted by the vendor are based on the cost factors applying at the time when the agreement was concluded, such as exchange rates, manufacturer's prices, (raw) material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies.
- 3.3 The vendor reserves the right to change prices. In the event of price changes, the buyer will have the right to terminate the agreement concluded by means of a written notice if there is a price increase of more than ten percent. The agreement must be terminated within seven days of the vendor announcing the price increase. If a price increase is the result of a statutory or other government measure, the vendor will have the right to pass on the price increase to the buyer, even if a fixed price has been agreed, without this resulting in a right of termination on the buyer's part.

ARTICLE 4 DELIVERY; DELIVERY TIME; PARTIAL DELIVERIES

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- 4.1 Deliveries will be made under the delivery condition “Ex Works” (EXW), in accordance with the most recent version of the Incoterms published by the International Chamber of Commerce (ICC).
- 4.2 The vendor has the right to deliver 10% more or less than the agreed quantity.
- 4.3 The buyer is obliged to take possession of the purchased goods at the moment when they are made available or delivered to the buyer in accordance with the agreement. If the buyer refuses to take delivery or fails to provide information or instructions necessary for the delivery, the goods will be stored at the buyer’s risk. In that case, the buyer will have to pay all the additional costs, including storage costs. In that case, the vendor will also be entitled to demand that the competent court releases the vendor from its obligation to supply the agreed goods, or to demand payment of the purchase price for the part not taken into possession, without prior notice of default.
- 4.4 In derogation from the provisions of the previous paragraph of this article, the following will apply in the case of blanket (agreements in which the quality of the goods by colour and/or design has not yet been specified and/or in which the delivery per unit time has not yet been determined): if an agreement contains a blanket order, the buyer must specify the colour and/or design and/or the specification of the delivery per time unit in good time. If the buyer fails to do so, but does provide the vendor with the specification within a period of ten days after the final date by which this specification should have been made, the vendor will have the right to extend the agreed delivery period by a period of thirty days. If the aforementioned period of ten days after the final date has expired without the buyer having provided the vendor with said specification, the buyer will have to compensate the vendor for the resulting loss and damage, without prejudice the vendor’s other rights, including the right to terminate or dissolve the agreement, in whole or in part.
- 4.5 Unless otherwise agreed in writing, the delivery times quoted by the vendor will start on the day on which the agreement is concluded, provided that all the details which the vendor needs for the performance of the agreement are in its possession. The delivery time quoted by the vendor indicates the moment when the goods will become available for shipping. If the delivery time quoted by the vendor has the format of a year and week number, this will count as the Friday of the week in question according to international week numbering system.
- 4.6 An agreed delivery time will not be a final deadline, unless expressly agreed otherwise. In the event of overdue delivery, the buyer must therefore give the vendor written notice of default.
- 4.7 If changes in the order to the vendor entail an increase in the time required for the performance of the agreement, the delivery time will be extended by that additional time required.
- 4.8 The delivery time is based on the expectation that the vendor can carry out the activities associated with delivery as had been anticipated at the time of the conclusion of the agreement and that the materials required for the performance of the agreement will be supplied to the vendor in good time.
- 4.9 The vendor will be permitted to deliver sold goods in parts. If the goods are delivered in parts, the vendor will be entitled to invoice each part separately.

ARTICLE 5 TERMINATION OF THE AGREEMENT

- 5.1 The claims of the vendor on the buyer will be immediately due and payable in situations such as the e following:
 - if, following the conclusion of the agreement circumstances become known to the vendor that give the vendor good reason to fear that the buyer will not fulfil its obligations;
 - in the event of the liquidation, bankruptcy or court protection from creditors of the buyer;
 - if the vendor has asked the buyer to provide security for fulfilment and this security has not been provided or is insufficient;
 - if the buyer is otherwise in default and fails to fulfil its obligations under the agreement.In the said cases, the vendor will be entitled to suspend further performance of the agreement and/or to terminate or dissolve the agreement, in whole or in part, with the buyer being obliged to compensate the loss and damage suffered by the vendor as a result and without prejudice to the vendor’s other rights.
- 5.2 If circumstances arise with regard to persons and/or material used or normally used by the vendor in the performance of the agreement that are of such a nature that the performance of the agreement becomes impossible or so problematic and/or disproportionately expensive that fulfilment of the agreement can no longer be reasonably required, the vendor will be entitled to terminate the agreement.

ARTICLE 6 DEFECTS; COMPLAINT DEADLINES

- 6.1 The buyer guarantees the accuracy and completeness of the details it provided to the vendor. With regard to details provided by the vendor concerning dimensions, sizes, quantity, colour fastness, etc. are concerned, the buyer must take account of customary variations and minor changes in the goods supplied by the vendor. This will not give the buyer the right to submit a claim against the vendor. Therefore, the goods supplied by the vendor may differ from the description in the agreement if and to the extent that it is a matter of dimensional variations, quantity variations and/or minor changes, including minor variations of quality, colour, width, weight, finish, design, etc. that are customary in the sector or technically unpreventable.
- 6.2 The buyer must inspect/arrange for the inspection of the purchased goods on delivery. In doing so, the buyer must check that the goods supplied conform to the agreement, i.e. that the correct goods have been supplied; that the goods supplied conform to that which has been agreed in terms of quantity (for example, number and amount); that the goods supplied conform to the agreed quality requirements or – if no such requirements were agreed- the requirements that may be expected in the context of normal use and/or commercial purposes.
- 6.3 The buyer must notify the vendor in writing of visible defects or shortages within ten days from the date of delivery.
- 6.4 The buyer must notify the vendor in writing of invisible defects within ten days from the date when these were discovered, or should reasonably have been discovered, but in any case, within one year from the date of delivery.
- 6.5 Any complaint must be submitted by registered letter or by e-mail, including a clear and accurate description of the complaint and stating the date and the number of the invoice relating to the goods in question.
- 6.6 Even if the buyer complains in good time, its obligation to pay and take delivery of purchased goods will continue to exist.
- 6.7 Goods can only be returned to the vendor with the latter's prior written consent.

ARTICLE 7 LIABILITY

- 7.1 Unless agreed otherwise in writing, the vendor does not provide a warranty on goods supplied.
- 7.2 The vendor will only be liable for defects in the goods supplied if these defects are the result of faulty materials or manufacturing faults or were caused by wilful misconduct or gross negligence on the vendor's part, all without prejudice to the limitations set out elsewhere in these terms.
- 7.3 If the vendor is liable for defects in the goods pursuant to the provisions of paragraph 2 of this article, the vendor will, at its discretion:
 - repair the goods on site or elsewhere, on condition that the buyer will fully cooperate in this; or
 - replace the goods with goods without those defects, on condition that the defective goods are returned to the vendor; or
 - terminate the agreement and refund the purchase price paid, on condition that the buyer returns the goods.
- 7.4 Any compensation payable by the vendor will never exceed the invoice value of the goods supplied.
- 7.5 The vendor will not be liable for consequential and indirect losses, such as loss of sales and/or profits, trading losses, product losses or a decrease in value of the goods supplied and/or the goods into which they were incorporated.
- 7.6 The vendor will not be liable for losses resulting from incorrect handling of goods supplied. Among other things, incorrect handling is understood to mean: handling the goods for purposes other than those for which the goods were intended, and treatment, processing or use of the goods contrary to the instructions for use.
- 7.7 Any right of action of the buyer towards the vendor will expire at the end of one year after the goods were delivered or made available to the buyer in accordance with the agreement, unless the buyer has initiated legal proceedings against the vendor within this period.
- 7.8 The buyer indemnifies the vendor against third-party claims for compensation in connection with goods supplied by the vendor to the buyer or services performed for the buyer, to the extent that these losses are not at the vendor's expense and risk in the relationship with the buyer pursuant to the agreement and these general terms.

ARTICLE 8 RETENTION OF TITLE

- 8.1 The vendor will retain title to all goods supplied or to be supplied by it to the buyer under any agreement until the buyer has paid the consideration(s) in relation to all these goods in full. If the vendor has performed or is to perform services under any such agreement(s), the goods referred to in the previous sentence will remain the vendor's property until the buyer has also satisfied the vendor's claims regarding the relevant consideration(s) in full. The retained title will also apply to claims which the vendor obtains against the buyer on account of non-fulfilment of any such agreement(s) by the buyer.
- 8.2 If the law of the country of destination of the purchased goods provides for more far-reaching options for the retention of title than those laid down in paragraph 1 of this article, the parties will agree that these more far-reaching options will be deemed to have been stipulated for the benefit of the vendor, on the understanding that if the more far-reaching option to which this provision refers cannot be objectively determined, the provisions in paragraph 1 of this article will continue to apply.
- 8.3 Goods supplied by the vendor that are subject to retention of title may only be sold on in the context of normal business activities. In the event of bankruptcy, a moratorium of debts, or similar events on the buyer's part, a resale in the context of normal business activities will not be permitted either. Furthermore, the buyer will not be entitled to pledge the goods or encumber them with any other right.
- 8.4 The buyer undertakes to mark the goods supplied subject to retention of title as the property of the vendor and to insure them and keep them insured against fire, explosion and water damage and against theft, and to submit the relevant insurance policy and the proof of premium payment to the vendor for inspection, when the latter so requests.

ARTICLE 9 PAYMENT

- 9.1 Payment must be made within fourteen days of invoice date in legal tender at the office of the vendor or by transfer of the amount owing to the bank account of the vendor. On the expiry of fourteen days after the invoice date, without payment having been made in full, the buyer will be in default. From the moment when default commences, the buyer will owe interest on the amount due equal to the statutory interest applying in the mutual relationship between the vendor and the buyer.
- 9.2 If payment is made into the vendor's bank account, the day of the credit entry to that account will count as the day of payment.
- 9.3 Whenever supplies are to be made, the vendor will at all times be entitled to demand payment prior to delivery or the provision of adequate security by the buyer.
- 9.4 Payment must be made without discount or offsetting.
- 9.5 Payments made by the buyer will first be applied to settle all interest and costs owed and subsequently to settle invoices due and payable that have been outstanding for the longest outstanding, even if the buyer states that the payment relates to a later invoice.

ARTICLE 10 COLLECTION COSTS

- 10.1 If the vendor takes collection measures against the buyer that is in default, the costs of this collection, with a minimum of ten percent of the outstanding amount, will be payable by the buyer. Extrajudicial collection costs will also be owed even if only a single warning has been sent.
- 10.2 The buyer will have to reimburse the vendor for the judicial costs incurred by the vendor in all instances, unless these are unreasonably high. This obligation will only apply if the vendor and the buyer conduct legal proceedings with regard to an agreement to which these general terms apply and a court decision given fully or predominantly against the buyer has become final and conclusive.

ARTICLE 11 FORCE MAJEURE

- 11.1 The term force majeure is understood to mean: circumstances preventing the fulfilment of obligation which cannot be attributed to the vendor. This will also include (if and to the extent that these circumstances preclude or unreasonably impede fulfilment): strike action; a general shortage of necessary raw materials and other goods or services required for the realisation of the agreed performance; pandemics or epidemics, unforeseeable delay at suppliers or other third parties on which the vendor is reliant; the circumstance that a performance that is critical to the delivery of the vendor's own performance is not delivered to the Vendor, or is not delivered properly or in time;

government measures that prevent the vendor from fulfilling its obligations properly or in time; excessive sick leave; terrorist attacks; restriction or cessation of the supply by public utility companies; fire; the non-availability or insufficient availability of (raw) materials needed for the production of the goods to be supplied; delays due to cold weather-related downtime or other weather influences and general transport problems.

- 11.2 The vendor will also have the right to invoke force majeure if the circumstance preventing (further) fulfilment commences after the vendor should have fulfilled its obligation.
- 11.3 During force majeure, the vendor's supply and other obligations will be suspended. If the period in which force majeure prevents the vendor from fulfilling its obligations lasts more than three months, either party will be entitled to terminate the agreement, without any obligation to pay compensation existing in that case.
- 11.4 If the vendor has already partially fulfilled its obligations or can only partially fulfil its obligations when the force majeure commences, it will be entitled to invoice the part already supplied or to be supplied, and the buyer will pay this invoice as if it concerned a separate contract.

ARTICLE 12 CONFIDENTIALITY

Both parties are obliged, except for statutory obligations applying to them, to maintain the secrecy of all confidential information which they obtain from each other or from any other source in the context of the agreement. Information is considered confidential if it has designated as such by the party providing information or if it follows from the nature of the information.

ARTICLE 13 INTELLECTUAL AND INDUSTRIAL PROPERTY; COPYRIGHT

- 13.1 The vendor reserves all intellectual and industrial property rights, including, but not limited to copyrights, trademark rights, patent rights, database rights, model rights, trade name rights, as well as rights to know-how and trade secrets.
- 13.2 All documents and information provided by the vendor, such as reports, advice, designs, sketches, drawings, software, etc. will remain the property of the vendor, are only intended for use by the buyer in the context of the agreement and may not be reproduced, disclosed, exploited or be brought to the notice of third parties without the vendor's prior written consent.
- 13.3 The vendor also reserves the right to use the knowledge enhanced by the performance of the agreement for other purposes, to the extent that no confidential information is brought to the notice of third parties in the process.
- 13.4 If the goods supplied have been produced by the vendor on the basis of specifications provided by the buyer, the buyer guarantees that no rights of third parties (such as intellectual and industrial property rights) were infringed in this connection. The buyer will indemnify the purchaser against all third-party claims in this regard and will compensate the vendor for all losses and damages suffered by the vendor when the latter so requests.

ARTICLE 14 DISPUTE SETTLEMENT

In derogation from the statutory rules on the competence of the civil courts, any dispute between the buyer and the vendor will in the first instance be settled exclusively by the competent court in Overijssel, location Almelo (the Netherlands). The vendor will at all times however be entitled to submit a dispute to court that is competent according to the law or the applicable international treaty.

ARTICLE 15 APPLICABLE LAW

Any agreement between the vendor and the buyer will be subject to the laws of the Netherlands.