

GENERAL TERMS AND CONDITIONS OF DELIVERY

General Terms and Conditions of Agrix Consulting, with registered office in Deventer, deposited with the Chamber of Trade and Industry in Deventer (the Netherlands).

The following text is applicable from January 1st 2004.

General

- 0.1 These General Terms and Conditions of Delivery shall apply to all legal relationships between Agrix Consulting, and the party issuing the order, hereinafter referred to as the Client.

Applicability

- 1.1 These Terms and Conditions shall apply to all offers, activities, quotations and agreements relating to an order, implemented by Agrix Consulting on behalf of the Client.
- 1.2 Any Terms and Conditions of Purchase or other Terms and Conditions of the Client shall not be applicable, unless accepted in writing by Agrix Consulting.
- 1.3 If and in so far as agreements, offers, work and quotations contain stipulations deviating from present Terms and Conditions, without the applicability of present Terms and Conditions having been explicitly excluded, all other stipulations of present Terms and Conditions shall remain in force.
- 1.4 Should one or more stipulations contained in present General Terms and Conditions prove to be or be declared null and void, the agreement and the applicable terms and conditions shall for the remainder remain valid and unaltered. Should the situation described hereinabove occur, in replacement of the null and void stipulations (a) stipulation(s) shall be introduced which in respect of content, scope and consequences, as far as possible approximate(s) the null and void stipulation(s), without itself (themselves) being null and void.

Offer and acceptance

- 2.1 If a Client places an order, the agreement shall only be considered to exist following written acceptance of the order by Agrix Consulting, or commencement of the work by Agrix Consulting.
- 2.2 All offers, quotations and agreements shall be valid for a period of thirty days, unless otherwise stated in the offer, quotation or agreement.
- 2.3 All offers, quotations and agreements shall be based on the information available to Agrix Consulting at the moment of issuance. If changes occur relating to the circumstances upon which Agrix Consulting relied when issuing the offer, quotation and agreement in question, Agrix Consulting shall be authorised to make allowance for said alterations, in the implementation of the agreement, or to alter the prices.
- 2.4 No offers and quotations relating to the order shall be binding upon Agrix Consulting.

Execution of an order

- 3.1 Agrix Consulting will execute any order to the best of its knowledge and capacity, and in accordance with the requirements of good professional practice.
- 3.2 An order will be executed under the name and responsibility of Agrix Consulting.
- 3.3 The period for execution of an order will be further agreed between Agrix Consulting and the client.
- 3.4 Alterations to the original order, at the instigation of the client, may influence the agreed timetable and costs for execution. All additional costs arising from the longer duration of execution of an order and/or additional costs shall be for the account of the client.

Client co-operation

- 4.1 In so far as possible, the Client must co-operate in the implementation of the agreement entered into with Agrix Consulting.

- 4.2 The Client shall at all times provide Agrix Consulting, in good time, with all useful and necessary information, and shall vouch for the correctness of said information.
- 4.3 Any work by employees of the Client for the purposes of the order shall always be carried out in good time.

Provision of employees

- 5.1 Besides employees of Agrix Consulting, employees of third parties may also be involved in the execution of an order.
- 5.2 Agrix Consulting is at liberty to replace any employee by any other. Agrix Consulting guarantees that the replacement employee shall be of comparable professional level.
- 5.3 The obligations arising from these Terms and Conditions, upon Agrix Consulting, shall fully apply to any employees.

Guarantee

- 6.1 Agrix Consulting guarantees the correct implementation of the order.
In so far as it can be demonstrated that any shortcomings in the implementation of an order are attributable to Agrix Consulting, Agrix Consulting shall correct said shortcomings, without charging any costs to the Client.
- 6.2 In the case of supplying goods, Agrix Consulting guarantees the normal use of any product supplied by Agrix Consulting.
In so far as it can be demonstrated that any faults in the product occurred during production, Agrix Consulting shall correct such faults by repair or replacement, without charging any costs to the Client. Damage to supplied products as a consequence of transport or due to errors by the user shall be for the account of the Client.
- 6.3 In the case of supplying goods, faults shall under no circumstances be taken to mean faults which may reasonably be assumed to have been caused by normal use or normal wear. Faults arising as a consequence of inexpert or careless use of a product supplied shall also not be recognised as faults.

Complaints

- 7.1 Complaints relating to the implementation of the order may be submitted by the Client, in writing, within 14 days following handover of the order.
- 7.2 Complaints about invoices must be submitted in writing, within 14 days following completion of the order.

Intellectual property

- 8.1 Unless otherwise agreed, Agrix Consulting shall retain copyrights and all other intellectual property rights to the designs, models, software, reports and quotations issued by Agrix Consulting.
All such documents shall remain the property of Agrix Consulting, and may not be copied, shown to third parties or used in any other manner, without express permission, irrespective whether or not the Client has charged for such services. The Client is required to return such items on paying of a penalty of EUR 1,000 per day, without prejudice to the right of Agrix Consulting to demand compensation for actually suffered damages and consequential losses.

Users' rights

- 9.1 If Agrix Consulting issues users' rights to the Client, for its (Agrix Consulting') software, such rights shall be applicable for the term of the licence agreement.
- 9.2 Users' rights are not transferable, without written permission from Agrix Consulting.

Liability

- 10.1 Agrix Consulting shall solely be liable for damages suffered by the Client, which are the direct consequence of a shortcoming attributable to Agrix Consulting, on the understanding

that compensation shall only be available for damages against which Agrix Consulting is insured. In this connection, the following limitations must be taken into account:

- 10.1a Not eligible for compensation shall be consequential losses (business interruption, loss of income, etc.) due to any cause whatsoever. If required, the Client should take out insurance against such losses.
- 10.1b Agrix Consulting shall not be liable for damages (of any kind) caused by or during the implementation of the order, to property on which work is being carried out, or property located close to the place where work is being carried out, unless and in so far as Agrix Consulting is insured therefor.
- 10.1c Agrix Consulting shall not be liable for damages caused through deliberate action or gross negligence on the part of assistants.
- 10.2 The Client shall be liable for all damages resulting from loss, theft, fire or damage to the property and materials of Agrix Consulting, as soon as such property/materials are located at the work site or delivery/service location, all in so far as such damages do not arise from a shortcoming attributable to Agrix Consulting.
- 10.3 The dispatch by Agrix Consulting of a product to be supplied to the Client shall be for the risk of the Client.
- 10.4 Liability is always limited to payments received by Agrix Consulting from Client related to the order or assignment.

Fee

- 11.1.1 The Client will be charged a fee based on the charges and cost estimates listed in the quotation. Any additional costs as a result of changes to an order, due to the actions of the Client, shall be for the account of the Client.

Payment

- 12.1 Payment conditions shall be settled depending on the nature and scale of the delivery or work to be carried out.
Unless otherwise agreed, the payment conditions shall be:
Within 14 days unless otherwise indicated in the agreement and/or invoice;
Large items or orders:
 - 50 % of the agreed price upon order
 - 50 % of the agreed price upon handover of the work/completion of the order
- 12.2 Agrix Consulting shall at all times be entitled, prior to implementation, to demand in its opinion sufficient security for compliance by the Client with the payment obligations
Agrix Consulting shall also be entitled, if the Client fails to comply with his payment obligations, to suspend the work, even if the order is subject to a fixed term.
- 12.3 The entire purchase price shall under all circumstances be immediately demandable upon non-punctual payment of the agreed instalment on the due date, if the Client is bankrupt, applies for moratorium of payment, or if a request is submitted for placing the Client under curatorship, if any attachment is placed upon the property or receivables of the Client, or if the Client dies, goes into liquidation or is wound up.
- 12.4 Payment may only be made without deduction, discount, set-off or deferral.
- 12.5 If payment of the dispatched invoice has not been made within one month following the invoice date, Agrix Consulting shall be authorised, following expiry of the specified period, to demand of the Client compensation for loss of interest, equal to the statutory interest rate, with a minimum of 10% per annum, if the statutory interest rate is lower than 10%, whereby interest over part of a month shall be calculated as a full month.
- 12.6 Agrix Consulting is further entitled, besides the principal claim and the interest, to claim from the Client all extrajudicial costs caused by the non (timely) payment. Extrajudicial costs shall be payable by the Client in all cases if Agrix Consulting has taken out insurance for third-party assistance for collection.
Such costs shall be calculated in accordance with the collection charges recommended by the Netherlands Order of Lawyers, in debt collection matters.

The simple fact that Agrix Consulting has taken out insurance for third-party assistance shall demonstrate the scale of and the obligation to pay extrajudicial costs.

If Agrix Consulting petitions for the bankruptcy of the Client, in addition to the principal amount, interest and extrajudicial costs, Agrix Consulting shall also be entitled to the costs of the bankruptcy petition.

- 12.7 If in legal proceedings, the finding is fully or partially in favour of Agrix Consulting, all costs accruing to Agrix Consulting in connection with said proceedings shall be for the account of the Client.

Reservation of ownership

- 13.1 Goods supplied to the Client by Agrix Consulting on the basis of an agreement shall remain the property of Agrix Consulting until all amounts payable by the Client in accordance with said agreement have been paid in full to Agrix Consulting.

Force majeure

- 14.1 Force majeure shall be taken to mean: any circumstance not dependent upon the will of Agrix Consulting, which temporarily or permanently hinders compliance with the agreement.
- 14.2 In particular, in so far as not already covered by paragraph 1 above, war, war risk, civil war, riot, strike, transport difficulties, fire and other serious disruptions in the company (Agrix Consulting) or that of the Client shall be considered force majeure.
- 14.3 In the event of force majeure, Agrix Consulting shall be entitled, at its discretion; to extend delivery by the period of force majeure or in so far as not yet implemented, to terminate the agreement, without Agrix Consulting becoming required to pay any compensation, in any form whatsoever, with the exception of the requirements stipulated in Article 78 Book 6 of the Dutch Civil Code.

Termination

- 15.1 The agreement shall be fully or partially terminated by written declaration by the duly authorised parties.
Prior to sending a written declaration of termination to Agrix Consulting, the Client shall at all times first issue to Agrix Consulting notice of default, and shall grant Agrix Consulting a reasonable period in which to still comply with its obligations, or correct shortcomings, which shortcomings must be accurately described in writing, by the Client.
- 15.2 The Client shall have no right to fully or partially terminate the agreement, or to suspend its obligations, if the Client is already in default of compliance with its obligations.
- 15.3 If Agrix Consulting is faced with termination, without any situation of default on the part of Agrix Consulting, Agrix Consulting shall at all times be entitled to all financial losses, such as costs, loss of profits and reasonable costs for determining damages and liability. In the event of partial termination, the Client has no entitlement to the reversal of any work already carried out by Agrix Consulting, and Agrix Consulting shall without prejudice be entitled to payment for all work carried out by Agrix Consulting.

Confidentiality

- 16.1 The parties shall undertake to maintain confidentiality in respect of all confidential information from the other party.

Non-competition clause

- 17.1 Without written permission, both parties shall refrain from taking into employment employees of the other party who in the previous 6 months were involved in the implementation of the order/agreement.

Applicable law and forum

- 18.1 All agreements shall be subject to Dutch law.
All disputes shall be subject to the authority of the competent courts in The Netherlands.