

Terms and Conditions AppsforAgri BV

Article 1 General/Applicability

- 1.1 AppsforAgri is a limited company and the user of these terms and conditions and will be referred to hereinafter as "we".
- 1.2 The term "party" means any (legal) person to whom our offers are addressed, as well as those using/referring to our offers, and the one from whom we receive instruction, or the person with whom we enter into an agreement, and furthermore, the person to whom we stand in any relationship.
- 1.3 Under "products" it is understood that this is the subject of our agreements, including: the provision of services, such as giving advice, conducting projects, building web applications, building applications, hosting domain names, websites and servers, sensors and networks, registering domain names, programming software, install and/or implementing it and performing maintenance.
- 1.4 Under "offers" is meant all offers, quotations, tenders and/or proposals which, in whatever form, shall be or be made to the other party

Article 2 Offers

- 2.1 All our offers (including attachments) shall be delivered orally or in writing and are not binding unless the written offer contains a deadline for acceptance.
- 2.2 All our offers are based on the implementation of the agreement under normal circumstances and during normal working hours.
- 2.3 We reject unequivocally the general conditions of the other party, unless the other party's general conditions apply and/or are sent to us and/ or declares it applies to this agreement.

Article 3 Establishment of an Agreement

- 3.1 The agreement is concluded, if our offer is non-binding, when our offer is accepted in writing by the other party. Though we reserve the right to withdraw our offer within two days of receipt of the written acceptance.
- 3.2 The agreement is concluded, if our offer is irrevocable, upon receipt of the written acceptance by the other party within the set time limit. Our offer is expired after expiry of the time limit set by us in the agreement.
- 3.3 If the other party makes an offer and/or gives an order, the agreement is realised at the moment that we accept this offer and/or order in writing. If we do not receive the offer and/or contract within eight days after receipt of the offer and/or written acceptance of the contract then our offer will expire.
- 3.4 If acceptance of our offer by the other party is altered in any way then this is considered to be a new offer from the party and a rejection of our offer, even if there is only a deviation on subordinate points.

Article 4 Price

- 4.1 The prices quoted by us and/or rates are exclusive of VAT (value added tax) and other taxes on sales, delivery and/or execution of the agreement, any government charges are based on delivery from our site, and based on performance of the contract under normal conditions. Under business location it is understood to include our warehouse and our company site or, only if by written agreement between us and the other party, an alternative location elsewhere.
- 4.2 Changes in wages, prices given by any third parties on our part, in the cost of raw materials or materials, increases and new taxes and fees will always be invoiced by us.
- 4.3 Unless otherwise agreed upon in writing, extra work by us will be charged. Additional work covers all work and/or services and /or supplies that are not listed in our offer. Additional work may occur during the execution of the agreement. Should this be the case then extra work shall be invoiced.
- 4.4 Negligence by the other party shall eliminate default on our part, if we were to be in breach of contract. During negligence of the other party, ensuring execution is no longer necessary. Costs incurred by the other party in negligence shall be invoiced by us.
- 4.5 The packaging is included in the price. Packaging is not returnable.
- 4.6 Loading and unloading and/or storage and/or transport of the goods and/or goods made available by the other party and/or materials shall be made at the expense and risk of the other party.
- 4.8 Cost of preparation can be invoiced to the other party.

Article 5 Delivery

- 5.1 The time of delivery starts at the latest according to the following time periods:
- a. the day of establishment of the contract, unless another time is expressly written and agreed upon, and with application of sub b) through d) of this article.
 - b. the day of receipt by the other party from us of any necessary documents for the implementation of the agreement, materials, specifications, permits and the like.
 - c. on the day of the start of the implementation of the agreement for the commencement of the necessary formalities.
 - d. the day of receipt by us of which, according to the agreement for receiving of the work, must be paid in advance.
- 5.2 Stated delivery times and delivery dates given will never be regarded as a deadline, unless otherwise agreed upon in writing. In the event of late delivery and/or delivery, we must be therefore given a written notice of default, containing a reasonable given time to comply. A reasonable time is the usual term in any case in the industry for this agreement.
- 5.3 The specified delivery times or periods are based on the conclusion of the contract in force at the time of the agreement of applicable working conditions and the timely delivery of material and parts ordered by us for execution of the work. If a delay is our fault following an amendment of such working

Terms and Conditions AppsforAgri BV

agreements or for the implementation of the timely ordered work materials, parts, and/or services are not delivered or performed in a timely manner by third parties then delivery times or set term or delivery dates, shall be extended as necessary.

5.4 Partial deliveries can be agreed upon with us in writing. If partial deliveries have been agreed upon in writing, the provision(s) of Article 5 are applicable in respect to each partial delivery.

5.5 In case, after a reasonable period of notice, we default in sub 5.2 with the delivery and/or acceptance, the other party has the right to choose to require fulfillment, or to dissolve the agreement in whole or in part. The other party must explain in writing on this matter within a period of 14 days after when the delivery should have occurred, pursuant to the provisions of sub 5.2 and according to this Article. Our liability for damages is in accordance with the provisions of Article 9

5.6 Negligence by the other party, including non-fulfilment by the other party for any obligation arising from the agreement or questions of cooperation with respect to the agreement, puts an end to our negligence.

5.7 All specification communicated by the other party, calculations and other information are made at their own risk.

5.8 Delivery shall be occur at our location (place of residence), or to our warehouse, or other place of deliver agreed upon by us in writing. Transportation and expense shall be carried out at the risk of the other party, unless otherwise agreed upon in writing.

5.9 The risk of the matter is transferred to the other party at the time of delivery, even though ownership of the case has not yet been transferred.

5.10 In the event we are not able to deliver to the other party at the agreed time and/or the agreed place or in a timely manner deliver to the other party and/or place of delivery, then we are, without notice within a reasonable period of time, in default. If we deliver at the agreed upon or announced time and/or make available to the other party and the other party does not take reception then the other party is in negligence without further warning.

5.11 Installation or implementation is done by us only if they have been agreed upon by us in writing.

5.12 In case of negligence of the other party comes into play, which then creates a whole or partially impossible proper ability for performance on our part, then this is not attributable to us, unless we by our fault or that of a subordinate fall short in the care required by our circumstances.

Article 6 Complaints

6.1 The other party shall accept the product and/or other performance within two working days after delivery, assembly, installation, implementation and within this period protest to us in writing in case the specified command or order is not meet and/or to detect defects.

6.2 The other party can no longer invoke defects in the presentation, if he does not notify us within two days after the defect is discovered, or reasonably should have been discovered, and protested to us in writing.

6.3 In the event a defect not found in testing is discovered within the time limit referred to in sub 6.1, the other party must write to us in protest after it is discovered or reasonably should have been discovered.

6.4 In any case defects not referred to and not within the time limit in sub 6.4 cover defects and/or complaints about numbers, specifications and/or dimensions.

6.5 Small deviations in quality, function or other properties including dimensions and specifications, can never constitute grounds for complaints or for recovery.

6.6 In the event the other party has complaints regarding products delivered by us, the other party shall notify us immediately to provide opportunity for us to inspect the goods on location. The other party shall ensure that the products are stored on their own account and be stored correctly.

6.7 Only at our written request and/or after and as far as we have agreed to in writing does the other party have the right to return products to us. These returns and the storage taken care of by us will be at the risk of the other party. Agreement to return and/or recognition of complaints by us, shall be without prejudice to the liability provisions as referred to in Article 10.

Article 7 Payment

7.1 Unless otherwise agreed upon in writing payments take place without any discount and/or deduction which was not allowed by us and should be made by bank credit transfer to our post account and/or bank account or cash and/or by irrevocable bank guarantee to be delivered and for our approval at the expense of the other party. Unless otherwise agreed upon in writing by us.

7.2 Payment must be made before or at the latest at time of delivery, according to which term is referred to as the deadline. Unless otherwise agreed upon in writing by us.

7.3 In case of non-payment within the time limit referred to in sub 2, a contractual interest rate equal to a rate of 2 percent per month will be applied and owed, without further notice by us. We are entitled to immediately suspend all delivery

7.4 Payment by the other party always covers settlement of all interest and cost payable invoices which have been outstanding and the longest open, even if the other party states that the payment relates to a later invoice.

7.5 Payment must be made in Dutch currency unless agreed upon in writing that this can be made in foreign currency, but then at the prevailing rate on the day of payment, unless otherwise agreed upon in writing. Date of payment is the day on which the bank and/or giro credits, or we ourselves, have received the amount due in cash.

7.6 In the event of non-payment within the time limit referred to in sub 2 of this article, we shall be entitled to invoice without

Terms and Conditions AppsforAgri BV

further notice all extrajudicial and judicial costs, as far as this is not excluded in Article 96, paragraph 2, sub c Book BW.

7.7 We are always entitled to a portion of the purchase price and/or otherwise to require pre-payment amounts invoiced at agreed upon amounts by us in the agreement.

Article 8 Retention of Ownership

8.1 Products delivered and/or to be delivered remain our property or the ownership remains reserved to us, as long as the other party has not fulfilled their obligation to compensate us for the delivered or the to be delivered products as mentioned in the mutual agreement, or any carried out work activities or work activities to be carried out for the other party, or when claims due to failure to honour such an agreement have not been fulfilled.

Nevertheless, the other party may dispose of such products, but only to the extent in the normal course of the exercise of his or her company is common. The other party is expressly not allowed to borrow money on these products.

Article 9 Rights of Lien

9.1 We are entitled to suspend our performance (including delivering products) in whole or in part, if the other party does not meet one or more of its obligations, except under different mandatory statutory regulations. In the event of non-compliance with one or more obligations of payment, we shall be entitled, without prior notice, to suspend our obligations until all full commitments are met.

9.2 We can exercise the right of retention on all products regarding the execution of the contract or within the framework of the agreement we have, if the other party does not conform to the costs and/or payment obligations in connection with implementation of the contract in whole or in part. This also applies to those fees we may have to incur in relation to the product in our care or to take the case.

Article 10 Liability

10.1 We are never responsible for the consequences of normal wear and tear, aging, improper treatment, not following the instructions provided or insufficient maintenance. We are also never liable if it is more than a year ago that the product was supplied by us.

10.2 In the event of defects in the product and/or incomplete delivery we are never liable to the other party further than the recovery of the product and/or supplementing of the number of products as per the agreed number. It is at our discretion whether we repair or replace a defective product/the products delivered.

10.3 Without prejudice to sub 10.1 and 10.2, we are only liable for damages suffered by the other party in the case of our gross negligence or intent.

10.4 Except in cases of intent or gross negligence on our part, our liability for damage under a contract or a tort committed

against the client, is always limited to the amount of the order, the product or any connected delivery fee.

10.4 We are not liable if the damage is caused by one of our third parties or enabled personnel.

10.6 In the event we have business with a third party which gets damaged, we are not liable for damage for these matters, except in cases of intent or gross negligence. Article 10.3 shall than be applicable.

10.7 In the event of product liability, within the meaning of BW Book 66 Section3, we are only liable as far as the law prescribes this to be.

10.8 In the event any of the provisions of this article, in irrevocable court is ordered as fairly onerous, then we are only liable up to an amount for which we are assured, at least according to the standards as is customary in our industry and as is normal in the general economic environment.

Article 11 Warranty

11.1 Except where otherwise agreed upon in writing, we are not bound by any warranty, subject to the provisions under sub 10.2. This warranty shall never be more than one year after delivery.

Article 12 Disclaimer

12.1 The other party shall indemnify us against any claims in respect to, or possible by, or in connection with product or the possession or damaged caused by use of a third party, directly or indirectly, in whatever way or form, as far as these go beyond our liability to the other party, pursuant to the provisions of these general terms and conditions.

12.2 In addition, the other party shall indemnify us against any of its claims, and third parties, caused by a defect in the product which was caused by their conduct or their subordinates, including processing and editing of the products delivered by us, the manufacture of products by us in accordance with the instructions of the other party, removing, changing or otherwise processing the original packs and/or instructions for any reason.

12.3 In the event we are approached directly by a third party based on the legislation of product liability, the other party is obliged upon our request to hand over the design of the product, whereby a part of the product is from us.

12.4 In legal proceedings should the provisions allowed in sub 12.1 and 12.2 be regarded as unreasonably burdensome, compensation for damage may be only up to a maximum equal to the maximum insured by us, or which we had to insure in respect to the industry-wide norm.

Article 13 Force Majeure

13.1 As a result of force majeure in whole or in part, in the event we are unable, or only delayed, to provide the products and/or the agreement, without any right to compensation the other party gives us the choice to dissolve the agreement itself or to release us from the time limit within which we will honour

Terms and Conditions AppsforAgri BV

our commitments, which ever time limit should be reasonable, which in any case is three months, after which the other party has the right to dissolve the agreement upon notice. The other party is obliged to give us in any case two weeks. .

13.2 Force majeure on our part also includes any circumstance beyond the control of our origins, preventing the normal performance of the contract. Such force majeure circumstances apply to, for whatever reason, failure of delivery of our own suppliers, strikes, lockouts, disruption of energy supplies, data communication services, telephone services, movement disorders, machinery breakdown, government measures and the consequences thereof, loss or damage during transportation, etcetera. .

Article 14 Termination

14.1 If the other party does not comply with any (payment) liability, in a timely fashion or not properly, despite summons stating a reasonable time, risks liability arising from any agreement concluded with us and in the event of suspension of payment, application for suspension of payments, bankruptcy, under-receivership or liquidation of the company of the other party, we shall be entitled, without notice and without judicial intervention to terminate the contract or part thereof.

Article 15 Intellectual absolute rights/confidentiality

15.1 Unless otherwise agreed upon in writing to us, in regards to our suppliers, we reserve all intellectual absolute rights, including copyright, patent, trademark, designs and design rights etc. on all our products, designs, drawings, writings, media data or other information, quotes, images, sketches, models, processes, data models, software objects, software components etcetera.

15.2 The products, materials, information etc. to which the said rights relate to in sub 15.1 should not be made or used in any other way or be copied without our written, shown to third parties and/or disposal or on which the other party to use rights gotten by us.

15.3 The other party is obliged to secrecy concerning any confidential information made available to them by us. Under confidential information is included at least the said sub 15.1, as well as our company information. The other party is obliged to impose upon its personnel and/or third parties involved in the implementation of this agreement the obligation of confidentiality.

15.4 The other party shall indemnify us in respect to professional and/or infringement of intellectual property rights of those third parties (for example, rely on moral rights, infringement by those third parties accruing copyrights, trademark rights, patent rights and/or drawings and/or design rights) against all claims of third parties on the other party to our supplied products, materials and/or in any way recorded information or drawings. The other party is liable for any harm that comes to us in respect to these claims.

15.5 The other party shall indemnify us against claims of third parties in respect to the knowledge of our facts, materials, texts and/ or other content of our goods and/or knowledge that the third party considers to be confidential. The other party is liable for any harm that comes to us in respect to these claims by third parties.

15.6 It does not release the other party from our verbal and/or written data and/or information for any purpose other than to implement orders from us. All of this data/information remain our property and will, so far as in written form, shall be returned immediately to us upon our request, and all copies thereof.

15.7 The other party is held to absolute confidentiality of all data and/or information in this article. The other party is obliged to refrain from referring to facts that were given to us by them and/or worked on our behalf, in publications, advertisements and otherwise.

15.8 We are required to disclose any confidential information and/or data and/or materials which we have available in the sense that we strive to respect this confidentiality to impose written obligation for confidentiality with respect to our active employees and/or third parties working, we are obliged to no more than the obligation to the employees and/or third parties.

Article 16 Dispute Settlement

16.1 All agreements to which these conditions apply in whole or in part is covered by Dutch law.

16.2 The provisions of the Vienna Convention do not apply, nor any future international regulation concerning the sale of goods which can be excluded by the parties. **16.3 With the exclusion of any other court, the Dutch court, based in 's-Hertogenbosch has jurisdiction of any dispute arising from this agreement and/or implementation and/or acts building upon its agreements.**

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