

| GENERAL CONDITIONS OF SALE AND DELIVERY |

By placing an order the purchaser accepts exclusively the validity of the following conditions of sale and delivery without taking into account any general conditions of purchase which might appear on his own forms.

- 1 The risks and costs for the delivery and the collection are born by the buyer, unless agreed differently.
- 2 **Offers:** All offers are without obligation.
- 3 **Cancellation:** An order may be cancelled by the seller without any compensation even if it has already been confirmed in writing:
 - a) if the purchaser has not fulfilled an earlier contract;
 - b) when the credit insurance company gives negative advice on the purchaser for solvency reasons;
 - c) in the event of "force majeure" or poor harvest. If the bought goods are not collected or accepted at the time mentioned in the agreement, the seller may either demand that the buyer fulfils his obligations, or may break the contract. To break a contract a registered letter is sufficient. In this case the buyer will have to pay damages for 20% of the selling price, based on the provisions of the section 1226 ff of the Civil Code.
- 4 **Prices:** Prices are fixed in EUROS and are only payable in that currency, unless other stipulations on the invoice. Individual agreements will be made with regard to transport, packaging, etc. Any expenses resulting from the sale, such as V.A.T., customs and other taxes are to be paid by the buyer.
- 5 **Quality:** The delivered or collected goods are of good quality. The seller has the right to introduce minor changes to sizes and varieties without notification. Responsibilities regarding growth and flowering cease after the acceptance of the goods by the customer. The phytosanitary certificate issued by the Belgian Phytopathological Services is valid between the parties, even in the event of the goods being rejected by the authorities of the country of destination.
- 6 **Packaging:** Packing material is not taken back by the seller.
- 7 **Delivery:** The goods are accepted or deemed to have been accepted ex the premises or nurseries of the seller. Complete instructions for dispatch shall be supplied by the purchaser together with his order. In as far as the purchaser has supplied incomplete instructions or none at all with his order, dispatch shall be made according to the ability of the seller in the interest of the purchaser. The goods supplied shall remain the property of the vendor until full payment of the invoiced amount, interest and additional charges. The purchaser shall nevertheless be entirely responsible for the goods of the vendor and shall be liable for any loss.
- 8 **Transport:** The goods travel for the account and risk of the buyer if he organizes the transport himself. If the transport is organized by Beau Vert, the goods are covered by a CMR-insurance.
- 9 **Complaints:** In order to be valid any complaint must be made in writing to our firm, at the latest within the 2 days following the receipt of the goods. In the event of damage due to transport or in case of shortage, the buyer should make his claim against the carrier immediately upon arrival of the goods by a written statement on the CMR-document. For visible damage this period is limited to 24 hours after arrival of the goods and the purchaser must have stated his reservations on the transport documents. Any liability of the vendor for loss of earnings or other indirect damage (including damage due to loss of profit, lost savings or loss of data) is expressly excluded.
- 10 **Payment:** In the absence of an explicit agreement payment shall take place not later than thirty days after date on the invoice, net without discount. In the event of overdue payments it is our right to charge, without further notice, an additional interest of 7% above the basic interest applied by the Central European Bank. This is in accordance with the European Guidelines combating overdue payments that was initiated in Belgium on the 07.08.2002. Furthermore, the purchaser remains liable for any loss resulting from a drop in the exchange rate caused by late payment. Should the purchaser fail, without reasonable cause, to settle the invoice by the day due, reminders remaining without effect, the amount still outstanding will be increased by 15% as indemnity, with a minimum of 150 EURO. All cost of collection shall be to the charge of the purchaser.
- 11 If the purchaser does not observe one or more of his obligations, is declared bankrupt, undergoes a merger or takeover, or is being liquidated, or if his assets are entirely or partially seized, the vendor shall be entitled to consider every sales agreement – even if partially performed – automatically cancelled simply by the fact of one of the above events occurring. The vendor shall also be entitled to claim back the funds/goods already transferred, without prejudice to the right of the purchaser to compensation for costs and damage. In each of these cases the sales agreement shall be automatically terminated on the date of a registered letter being sent to this end by the vendor to the purchaser.
- 12 **Choice of law and jurisdiction:** In case of conflict only the Belgian Law applies and only the Courts of Ghent, Department Dendermonde, are competent.
- 13 **Retention of Title**
 1. Risk of damage to or loss of the goods shall remain with the supplier until delivery to the buyer.
 2. Until such time as the buyer pays for all goods and/or services the subject of the contract and all other goods and/or services supplied by the supplier to the buyer under any contract whatsoever:
 - the property in the respective goods supplied by the supplier will remain vested in the supplier;
 - the buyer must store the respective goods so that they are clearly identifiable as the supplier's property;
 - the buyer must insure the respective goods against the risks for which a prudent owner would insure them, and hold the policy on trust for the supplier;
 - the buyer may use those goods and sell them in the ordinary course of its business, but that right is immediately revoked if:
 - * the buyer makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, or is unable to pay its debts or otherwise becomes insolvent; or the supplier serves notice in writing to revoke the right.
 3. The buyer must inform the supplier, in writing, immediately if it becomes insolvent.
 4. If the buyer's right to use and sell the goods ends the buyer must allow the supplier to remove the goods.
 5. The supplier has the buyer's permission to enter the buyer's premises where the goods are stored:
 - on reasonable written notice, to inspect them;
 - and after the Customer's right to use and sell the respective Goods has ended, to remove them, using reasonable force if necessary.
- 14 Our agents or representatives do not have authority to collect the amount of the invoice.
- 15 The risk of change is chargeable to the buyer.