
GENERAL CONDITIONS

of the private limited liability company **VEK ADVIESGROEP B.V.**,
established in 's-Gravenzande, situated in Honselersdijk,

deposited at the office of the Clerk of the District Court in The Hague on 19 April 2002 (number 44/2002).

CHAPTER 1 GENERAL TERMS

APPLICABILITY

Section 1

1. Unless agreement to the contrary has been made in writing, the present general conditions shall be applicable to all our quotations, applications, notifications, instructions, agreements, purchase agreements, contracting agreements and agreements with regard to the provision of services, the provision of advice, including cultivation advice, the performance of preliminary, technical and/or experimental laboratory research, the performance of business and environmental advisory services, providing intermediary services for and accompanying purchase and sale transactions or in the case of expropriation, the making of estimates and determinations, the provision of information or business information and the provision of advice in respect of the construction of buildings/constructions and architectural work, all in the widest sense of the word, hereinafter referred to as: the services.
2. Deviating conditions shall only be binding if these have been confirmed in advance in writing and on an incidental basis;
3. In the event of conflict between the present general conditions and equivalent conditions of the principal, including purchasing conditions, these general conditions shall be exclusively applicable, unless express agreement to the contrary has been made and has been confirmed by VEK in writing.

OFFER

Section 2

1. The offers made in any form whatsoever and the publications among which printed matters, are without any obligations.
2. Verbal agreements are not binding to VEK, unless these have been confirmed by VEK in writing.
3. The prizes given are excluding taxes and levies, unless the contrary is evident.
4. The offer is based on data provided by the principal. The technical data (measures, weights, capacities etc.) will be given truthfully in good faith, in indications that are current in the Netherlands. These data are without obligations and are considered to be given approximately, unless mentioned otherwise.
5. We reserve the copyright of pictures, drawings, drafts and quotations, provided with the offer. These documents remain our property and may not be copied, shown to a third party or shown in any other way, without explicit permission.
6. Detail drawings do not have to be provided.

7. We have the right, if the assignment or execution of activities is not granted to VEK, to charge the person who requested the offer, with all costs (among which labour costs) that we had to make in order to draw up and/or be able to provide the offer, unless agreement to the contrary has been made in writing. In relevant cases the contents of section 9 to 11 are applicable.
8. In the offer is mentioned what will result from the activities assigned: advice in writing, report, model etc.

ESTABLISHMENT OF THE AGREEMENT

Section 3

9. An agreement is considered to be established only after our confirmation in writing. Any additional agreements or changes made afterwards are only binding if we have confirmed them in writing and the principal has made no objections in writing within 3 days.
10. The date of granting/establishing the assignment/agreement will be the day of sending our confirmation.
11. In default of written confirmation, the agreement is considered to be realized on the conditions of the offer, if and as soon as the implementation of the agreement, among which the possible preliminary measures, is in progress.
12. We are entitled at any time to demand a confirmation in writing from the principal, before starting the implementation of the agreement. If, after starting the implementation, it can not be demonstrated which prices have been agreed for the services of are considered to be agreed conform the definitions in section 4, either for the whole or for a certain unit, the binding price will be the price we use or used to agree for comparable objects and by using the same means at the time of the realization of the agreement.
13. Agreements with of statements of subordinate members of our personnel are not binding to VEK, if not confirmed in writing. Subordinate personnel are considered to be all employees and staff members not holding procuration.

ACTIVITIES

Section 4

1. Unless agreement to the contrary has been made, the advices given by VEK have to be divided into:
 - a. crop consultancy, being cultivation technical advices regarding climatic aspects, nutrition and prevention of diseases in horticulture. Such an assignment includes the following activities:
 - setting up a cultivation plan;
 - implementation support of the cultivation plan;
 - cultivation advice;
 - analysis of cultivation problems;
 - laboratory activities.

b. management consultancy, being consultancy activities regarding an efficient business management, mainly consisting of financial, economic and administrative aspects. A complete assignment includes in any case:

- company assessment/analysis;
- company assistance;
- company registration/information;
- management advices.

c. technical consultancy, being consultancy activities regarding design, calculation and assistance of building and installation activities in horticulture. A complete assignment includes the following activities:

- preliminary investigation/interim design;
- final design/calculations;
- preparation for realization;
- supervision of realization.

2. As far as we execute activities/services or make deliveries or develop activities not covered by the activities described above, these conditions also apply to those activities/deliveries/services.

PRICES

Section 5

1. The agreed prices are based on the price basis of materials, transport costs, wages, tax costs and further price-determining factors which apply on the day of the formation of the agreement.
2. The fees shall be agreed upon when the agreement/ instructions are formed/given. Instructions/agreements shall never be accepted by VEK on the basis of "no cure no pay".
3. If the services deviate from the original instructions with our agreement or as a necessary consequence of the circumstances, then the deviation shall be charged to the principal in accordance with the prices which apply at the time that the work is carried out.
4. Unless agreement to the contrary has been made in advance, the following costs shall be due in addition to the fees:
 - the actual travel and accommodation costs of the advisor which have been incurred for the benefit of the instructions;
 - the costs of copying and reproduction work;
 - the costs owed to third parties which have been necessarily made for the benefit of the instructions.

TIME

Section 6

1. The terms mentioned in our offers, confirmations or otherwise have been determined approximately. Exceeding the term will not result in the entitlement of the principal to compensation - not even after proof of default - or in cancellation of the assignment/agreement.
2. In case an agreement has been made for a certain period, this agreement will be extended for that same period, unless one of the parties terminated the agreement three months before expiring of the term agreed.

3. If in the agreement between the principal and VEK it is determined that we reserve a certain number of hours/working units, the agreement ends at the time the hours/working units reserved have been used up, in all cases based on our administration.
4. In any case, an agreement made for a certain term and/or for a certain number of hours will be continued, in case of non-determination, on the same conditions as described in the agreement.

FORCE MAJEURE

Section 7

1. Force majeure in general regarding execution of the assignment/agreement is considered to be all circumstances as a result of which fulfilment of this assignment/agreement or part of it cannot be required in good faith and fairness.
2. If a case of force majeure occurs, we will report this to the principal, giving the reason and the probable length of time of the force majeure situation. The term will then be extended by the length of time of the delay as a result of the force majeure.

Section 8

The principal is obliged towards VEK, to take or have taken measures before, during and after the execution of the agreement by VEK, which are necessary to prevent damage to third parties.

PAYMENT

Section 9

1. All costs incurred for the payment, including exchange and bank costs, shall be for the account of the principal.
2. If no payment has been made within 14 days after the invoice date, the principal shall be deemed to be in default with automatic legal effect and we shall have the right, without any notice of default, to charge the principal 1 percent interest on the invoice amount for each period of 30 days or a part thereof that the payment of the amount owed by virtue of this section is in arrears after the end of the said term of 14 days.
3. Deviating terms of payment may be agreed upon in writing, but in the event of transgression of these terms the provisions in paragraph 2 of this section shall automatically enter into force - without the need for this purpose of any further declaration.
4. The payment of the invoice amounts must always be made without deduction or compensation of debts or set-off.
5. Complaints shall not give the principal the right to refuse or postpone payment or to set-off an amount.
6. If we believe that it is necessary, in the case of non-timeous payment, to hand over our claims for recovery to third parties, the costs connected with this shall be entirely for the account of the principal. At our choice we may charge it the actual costs which we ourselves are charged, or an amount equalling 15 percent, calculated on the basis of the amount due (principal amount and interest on arrears), plus VAT (value added tax).

7. We reserve the right to demand security at all times for timeous payment with a view to both work which has been carried out and that which is still to be carried out.
8. We shall be entitled - if there is a reason to do so in its judgement - to postpone all work which has been instructed/agreed upon, or not to implement it, as long as the principal has not put up sufficient security for payment.

PROPERTY AND USE OF ITEMS

Section 10

1. We reserve the copyright to all documents and information we provide. These will remain our property and have to be sent to VEK immediately, if requested. Without prejudice to the provisions mentioned before we are entitled to retain possession of everything we have received as part of the agreement we have made with the principal until we have been fully paid.
2. The principal is responsible that these documents and information are not copied or reproduced and/or provided or submitted for inspection to third parties without our permission in writing to integral adoption and without remunerating VEK for it.
3. All rights or claims to rights, especially the claims to copyrights, plant breeder's rights, modelling rights, patent and trade mark law, belong to VEK.

LIABILITY

Section 11

1. We shall only be liable towards the principal for the damages which the latter suffers as a direct consequence of reproachable defaults of ourselves or those persons in our employ, private individuals or legal persons, of whose services we avail ourselves, committed in the implementation of instructions/an agreement, if and to the extent that these defaults could have been avoided under normal circumstances, in the case of a normal alertness and manner of carrying out the work, all this without prejudice to the limitations described in the following paragraphs.
2. We shall not be liable for defaults of persons in our employ and also for private individuals or legal persons of whose services we avail ourselves in the performance of instructions/an agreement.
3. When determining the amount which we must pay as compensation of damages account must be taken of the more or less serious character of the default of which the damages are a consequence, in the sense that this amount shall be proportionally lower as the seriousness of the default decreases. When determining the character of the default the consequences of the default shall only be taken into account to the extent that they should reasonably have been foreseen.
4. We shall not be liable for damages which have arisen as a result of failures to act or actions of the principal, contractors or suppliers in conflict with measures, which are connected directly or indirectly with our instructions/agreement.

5. The total damages which must be paid by VEK with regard to instructions/an agreement shall be limited in all cases to ten percent of the amount of the fees/payment due to VEK for the benefit of these instructions/this agreement. Liability for consequential damages and/or business damages shall be excluded at all times.
6. We shall be entitled to have the damages limited or repaired at our own expense.
7. We shall only accept liability for the transgression of legal regulations or infringement of rights of third parties if the existence of such regulations or rights is generally known, or if the principal has expressly drawn our attention to the existence of such regulations or rights.
8. The principal shall indemnify VEK in respect of all claims which third parties bring against VEK.
9. We shall draw up cost estimates to the best of our abilities, but we shall not be liable if it appears that measures which are connected directly or indirectly with the instructions/agreement cannot be taken for the costs which have been estimated.
10. If the principal transfers the risks connected with any instructions/agreement to another person by means of insurance, it shall be obliged to indemnify VEK against the application of any right of recourse on the side of the insurer.
11. All liability shall lapse if the principal has not reported this to VEK by means of a registered letter within one month after any default as described in paragraph 1 has been discovered.
12. We shall bear no responsibility for goods which we simply deliver on. The supplier shall indemnify VEK against possible claims of the principal in this respect.

CLAIMS

Section 12

1. Any claims must be made in writing, within four days after receipt of the goods or the performance of the services. A counter party who has not made a sound check of the delivery within four days after their receipt shall be deemed to have agreed with the delivery or the performance.
2. Claims may only be dealt with if the goods are still in the condition in which they were delivered. In the event of doubt the counter party must prove that this is the case.
3. If we find a claim well-founded, we may, as we choose, repair or replace the goods to which the claim relates or compensate the counter party for these, to the exclusion of all other rights of the counter party to compensation of damages.
4. A claim shall not postpone the payment obligations.

RESCISSION

Section 13

1. In case the principal does not meet adequately or on time any of his obligations, resulting from the agreement, he is considered being in default. This gives VEK the right to cancel the agreement or to apply for rescission of the contract wholly or partially, without injunction, without proof of default or without judicial interference.
2. In that case principal is obliged to completely indemnify VEK, including loss of profit.
3. The provisions of paragraphs 1 and 2 leaves VEK unimpeded to postpone realization of the agreement and demand complete payment of that part of the agreement which principal is due or will be due.
4. Principal will renounce all his rights of cancellation or dissolution of the agreement in accordance with section 6:265 BW or other legal stipulations.
5. In case principal is a natural person, the agreement will not be cancelled if he deceases. His rights and obligations change to his assign(ee).

SECRECY

Section 14

1. Unless agreement to the contrary has been made when giving the assignment, we commit ourselves to secrecy of the principal's name and of the newly acquired knowledge specifically related to the assignment and information acquired within the field of the assignment until three months after the date of the final invoice. Except for arithmetic methods, software and experimental procedures. As far as it concerns tests, analyses, measurements or literature search the commitment to secrecy does not extend further than the actual test, analysis, measurement or literature search and the result of the test, analysis or measurement.
2. If – during the execution of the assignment – we become acquainted with information of the principal that is not accessible to the public, but which is not specifically pointed out as confidential by the principal, the term of secrecy will be six months. If desired by the principal, this term can be extended by means of a separate written agreement.
3. If revealing the results of the research by the principal, gives rise to misunderstandings, this releases VEK from the obligation to secrecy to the extent that we need to be able to give an explanation of the results to third parties.
4. The commitment to secrecy is not valid if it is in violation of our liabilities or when we observe a serious risk to persons or goods.
5. For calling in third parties beside VEK on behalf of executing the assignment, agreement of the principal is required, if unforeseen risks regarding secrecy may occur.

Section 15

Unless agreement to the contrary has been made, reports, drawings and other written matters as a result of the activities assigned, will remain our property.

Section 16

Reports made may be published by the principal only literally in its entirety, after our permission in writing.

Publishing in other forms is permitted only after our permission in writing. Publishing includes submitting to third parties for inspection.

Section 17

Using the result of the assignment on behalf of lodging claims, starting legal procedures or advertising, together with using our name in any connection, is - also in the case of publication of reports – permitted only after our permission in writing.

Section 18

If the principal has not made arrangements for returning goods which have been put at our disposal on behalf of the assignment within two months after the date of the final invoice, it is open to VEK to take proper measures. Any costs for these measures will be charged to the principal.

Section 19

1. On all offers, assignments/agreements or any commitment whatsoever and its realization, Dutch law is applicable.
2. With regard to disputes which unexpectedly occur, only the assigned judge in the District Court of The Hague will be authorized, in accordance with the regulations of the absolute jurisdiction, unless we prefer to proceed in accordance with the standard regulations of the jurisdiction.

Section 20

1. In case one or more terms in this agreement should be declared invalid, cancelled or appear to be invalid, the remaining part of the agreement endures.
2. In case the provision as described in the previous paragraph occurs, the invalid provision(s) will be replaced by a provision(s) which will be practically the same as far as contents, tenor and result concerns, without being invalid.

CHAPTER 2 SPECIAL TERMS

In case there is a matter of doing research as mentioned in section 1 of chapter 1, the following conditions are effective, without prejudice to the provisions in the previous chapter.

DEFINITION

Section 1

In this regulation the following definitions are meant:

- principal
 - a: a natural person who, or
 - b: a legal person who, or
 - c: a number of natural persons or legal persons in a body, that assigns the research company to carry out activities;

- research company a: a natural person who, or
b: a legal person who, or
c: a number of natural persons or legal persons in a body, that holds the position of research company;
- researcher the natural person, appointed by the assigned research company.

COOPERATION WITH THIRD PARTIES

Section 2

1. If the research company is commissioned to perform an assignment or a part of an assignment, together with other research companies, consultancy companies or other experts, the principal will determine – in consultation with all parties involved – who will be in charge and will co-ordinate the activities and which tasks they all have.
2. The charge and co-ordination mentioned in paragraph 1, at least implies that the co-ordinator determines in time, in consultation with other co-operating parties, a time schedule for the execution of the assignment, mentioned in paragraph 1, and that - in case of exceeding time or other circumstances which can lead to delay or damage – he will immediately consult the co-operating parties and send a report of this to all parties involved.
3. If the research company is commissioned to perform an assignment which includes activities in another field than its own, it can call in other experts, about which it informs the principal in advance. If the involvement of this other expert results in costs for the principal, permission from the principal must be received in advance.

PREMATURE ENDING OF THE ASSIGNMENT BY THE PRINCIPAL

Section 3

1. The principal can end the assignment prematurely. In that case as well, the principal has to fully respect the copyright of the research company in accordance with the provisions in section 10 of chapter 1.
2. In case of ending the assignment as mentioned in section 1, the principal is obligated to compensate the research company for:
 - the payment in proportion to the activities;
 - the costs which are made, including the costs for research;
 - the costs resulting from any contracts made by the research company with third parties, which were necessary for the assignment.

In addition, the principal pays 10% of the remaining part of the payment and the research costs which the principal would have to pay when the assignment would have been fully completed by the research company.

The last mentioned obligation does not apply in case of ending the assignment because of default of the research company.

2. In case of ending the assignment because of default of the research company, the principal has the right to claim damages from the research company, caused by ending the assignment.

PREMATURE ENDING OF THE ASSIGNMENT BY THE RESEARCH COMPANY

Section 4

1. The research company can end the assignment in case of force majeure or with permission of the principal or in case of default of the principal. The research company is obliged to do all that, under the circumstances, can be expected in view of the consequences that arise as a result of ending the assignment by the principal.

The principal is obligated to compensate the research company for:

- the remuneration in proportion to the progress of the work;
- the costs incurred, including the costs for research;
- the costs arising from any commitments made by the research company with third parties, which were considered necessary by the research company for the fulfilment of the assignment.

2. If the assignment is ended because of default of the principal – including such behaviour of the principal that the research company cannot be expected to carry out the assignment any further – the research company has the right to claim the direct loss from the principal.

CONSEQUENCES OF ENDING THE ASSIGNMENT

Section 5

1. The principal can order the research company to interrupt the activities. The principal is obliged to inform the research company about this in writing.
2. In case of interruption of the contract, the principal is obligated to compensate the research company for:
 - the remuneration in proportion to the progress of the work;
 - the costs incurred, including the costs for research;
 - the costs arising from any commitments made by the research company with third parties, which were considered necessary by the research company for the fulfilment of the assignment.

In addition, the research company, except in case of interruption of the contract due to force majeure, is entitled to claim the direct damage suffered by the interruption, from the principal.

3. When the assignment will progress later, the additional work arising from the re-start of the work for the research company will be reimbursed by the principal on the basis of time spent, costs and research costs incurred.

The principal and the research company will discuss whether the provisions of the contract must be adjusted to the new situation.

4. In case of a longer interruption than two years, each of the parties is entitled to terminate the assignment without the parties being mutually bound to any remuneration other than that those resulting from the provisions of paragraph 2 of this article.

These conditions (in Dutch) are deposited at the office of the Clerk of the District Court in The Hague on 19 April 2002.