

General Terms and Conditions of Van Duijn & Partners

Van Duijn & Partners (hereafter VD&P) is a management consultancy firm working in the field of international greenhouse horticulture. In this role, the firm is involved in business development - market, product and organisational development - of producers and supply companies in this sector. In order to have an effective collaboration between VD&P and the client, it is important to come to clear agreements. These are expressed in the General Terms and Conditions below.

Article 1. Applicability

1. These general terms and conditions set out the rules that apply between the client and VD&P on the acceptance and the performance of advice or interim instructions.
2. Departures from the general terms and conditions are only binding after they have been agreed between the parties in writing.
3. All the stipulations in these general terms and conditions apply to all offers, work and quotations by VD&P and to all consultancy instruction agreements for the performance of work for the client including all agreements deriving or connected to such between VD&P and the client.

Article 2. Formation of the agreement for services

1. The agreement for services is formed the moment the agreement, signed by both parties, or the order confirmation and the data and information required pursuant to law and regulations, have been received by VD&P.
2. The contract for services is the written consensus between the client and VD&P which, where applicable, contains the following agreements on the content and terms and conditions of performance of the instruction:
 - a description of the content and limitation of the instruction;
 - the intended objective of the instruction;
 - mutual organisational relationships and joint manner of working;
 - the choice of consultants to be deployed by VD&P and employees to be deployed by client as well as the appointment of a project leader and contact person;
 - the bodies, groups or persons to whom information must be provided prior, during and after the instruction;
 - an indication of the length of time required to perform the instruction, the phasing of the time and the procedure if the actual duration differs from the indication
 - a cost estimate and the procedure if the actual costs exceed this estimate;
 - the fee basis and the manner of invoicing;
 - the procedure for engaging third parties and the invoicing for such;
 - if applicable, ownership rights and copyrights;
 - post analysis and evaluation of the instruction;
 - desired or required aftercare.

Article 3. Performance of the instruction

1. The instruction shall be performed by, or on behalf of, VD&P to the best of its/their knowledge and ability as well as in accordance with the requirements of professionalism and good contracting practices.
2. The obligation as referred to in article 3.1 has the character of a best efforts obligation as the realisation of the intended result cannot be guaranteed unless VD&P and the client, before the acceptance of the instruction, explicitly and in writing reach agreement on the results to be realised if it is established between the parties that the description of the result to be realised is open to one interpretation only and the result can be determined objectively (result obligation). If the written result obligation does not meet the above cumulative requirements, the client is not entitled to rely

on the result obligation of VD&P. The same applies if the result is not realised due to circumstances beyond the control of VD&P.

3. The involvement or engagement of third parties in the performance of the instruction by the client or by VD&P takes place exclusively in mutual consultation.
4. The client accepts that the time schedule and the costs of the instruction may change if the parties agree in the interim to extend or change the approach, working method or extent of the instruction or the management consultancy advice arising from this.
5. If interim changes to the instruction or in the performance of the instruction become necessary due to the actions by the client, VD&P shall make the necessary amendments if the quality of the service provision so requires. If such an amendment leads to additional work, this must be confirmed by the client as an additional instruction. If the client, after having received a written request to this end, does not provide a confirmation within fourteen days, VD&P is entitled to terminate the agreement with immediate effect without judicial intervention and without being liable to pay any compensation to the client.
6. If a term has been agreed or indicated for the performance of certain work or for the delivery of certain goods, this is never a strict deadline. On exceeding a term, the client must therefore issue VD&P with a written notice of default. In this, VD&P must be offered a reasonable term to, as yet, perform the agreement.
7. If during the performance of the agreement it becomes clear that for a proper performance it is necessary to amend or change the agreement the parties shall, within good time and in mutual consultation, amend the agreement. If the nature, extent or content of the agreement is changed, whether or not at the request or direction of the client or an authorised body etc, and as a result the agreement is amended as regards quality and/or quantity, this may have consequences for that which was originally agreed. This may also lead to an increase or reduction of the originally agreed sum. VD&P shall provide an estimate of this in advance as far as possible. A change in the agreement may also lead to a change in the originally indicated term for performance. The client accepts the possibility of a change in the agreement, including a change in price and the term for performance.

Article 4. Information required from the client

1. The client ensures that all the data and information of which VD&P indicates it is required or of which the client reasonably should understand that it is required for the performance of the agreement, are provided to VD&P on time and in the form and manner as requested.
2. If the data and information required for the performance of the agreement is not provided to VD&P or is not provided on time or properly, VD&P is entitled to suspend the performance of the agreement or to charge the extra costs arising from the delay in accordance with the usual rates to the client.
3. The client is obliged to notify VD&P immediately about facts and circumstances which could be important in connection with the performance of the instruction.
4. The client guarantees the accuracy, completeness and reliability of the information provided to VD&P by or on behalf of the client.
5. If VD&P so requests, the client makes employees from its own organisation which are (going to be) involved in the work of VD&P available at no costs.

Article 5. Confidentiality

1. VD&P will observe due care in keeping any information of a confidential nature made available by the client to VD&P, as well as the results obtained after the processing of this information, confidential.
2. The client may not make any statement to third parties on the approach, working method, content of advice or opinions of VD&P, nor make its reports or other material, whether or not in writing, available or disclose it in any other way without VD&P's permission unless the client is subject to a statutory or professional duty to disclose.
3. VD&P will observe due care and confidentiality towards third parties not involved in the performance of the instruction in respect of any confidential or competitively sensitive information of the client which VD&P has become aware of in the context of the instruction unless VD&P is subject to a statutory or professional duty to disclose, VD&P has to defend itself in front of a (disciplinary) court, the client has released VD&P from its duty of confidentiality or the information has been obtained through public sources. VD&P must take all precautionary measures required in the context of the instruction to protect the interests of the client.

Article 6. Fee

1. If fee calculation methods are used for the advice work which are different than the amount of labour and costs spent on the instruction or a fixed fee, a clear description of this must be included in the agreement with the client. VD&P must then ensure that this is in the interest of the client and that its own independence is safeguarded.
2. As regards the rates and the cost estimates based on such, the agreement explicitly states whether this includes secretarial expenses, travel and accommodation expenses and other instruction-related costs. Insofar as these costs are not included, they may be charged separately provided explicit, written agreements have been made on this respect. An interim change in the level of wages and costs which requires VD&P to adjust the rate or to adjust the other expense allowances referred to above, are charged on.
3. The VD&P's fee, if necessary plus advances and invoices from engaged third parties, are invoiced to the client monthly, quarterly, annually or on completion of the consultancy work unless the client and VD&P have come to different agreements in this respect. Turnover tax is invoiced separately on all amounts due by the client to VD&P.
4. If the client requests an audit of the invoices by VD&P by an accountant, all cooperation will be rendered. The costs of such an audit are for the account of the client.

Article 7. Payment

1. VD&P applies a standard payment term of 14 days from the date stated on the invoice.
2. In the event of late payment, the client shall pay 2.5% interest per month on the outstanding amount from the due date until the day the invoice amount is paid in full.
3. All costs arising as a result of judicial and/or extrajudicial collection of the claim of VD&P are for the account of the client.
4. VD&P is entitled to suspend the performance of all its obligations until the client has performed all its obligations towards VD&P.
5. VD&P is entitled to apply any payments made by the client firstly to settle the costs, then the interest that has fallen due and finally the principal sum and current interest. VD&P may – without being in default as a result – refuse an offer for payment if the client indicates a different order for the

allocation of the payment. VD&P may refuse full payment of the principal sum if the interest fallen due, current interest and collection costs are not settled at the same time.

Article 8. Termination of the agreement

1. VD&P is entitled to terminate the agreement with the client with immediate effect in the event:
 - a. the client fails to meet the obligations under the agreement;
 - b. VD&P is no longer able to perform the agreement due to force majeure;
 - c. liquidation, (application for) a moratorium or bankruptcy, seizure - if and insofar the seizure is not lifted within three months - against the client, debt rescheduling or another circumstance which means that the client no longer has the unfettered control over its assets.
2. On termination of the agreement, the client shall owe the following:
 - a. the costs incurred by VD&P in the performance of the agreement;
 - b. the costs incurred by VD&P in terminating the agreement;
 - c. any loss suffered by VD&P as a result of the termination of the agreement.
3. Interim termination of the instruction is possible if one of the parties is of the view that the instruction can no longer take place in accordance with the contract for services and possible additional agreements of a later date. This must be notified in writing and substantiated by reasons. VD&P or the client may only rely on the right to early termination if, as a result of facts and circumstances which are beyond the control of the terminating party or which cannot be attributed to it, completion of the instruction cannot reasonably be demanded. In this, VD&P retains its claim to payment of invoices for work carried out up to such date whereby, if possible and under reservation, the preliminary results of the work carried out to date will be made available to the client. Insofar as this leads to extra costs, these costs will be charged.

Article 9. Complaints

1. A complaint about work carried out or an invoice amount must be notified to VD&P in writing within thirty days from the sending of the documentation or the information in respect of which the client is complaining or, if the client demonstrates that it could not reasonably have discovered the failure earlier, within thirty days from the discovery of the failure. Exceeding this terms leads to the lapse of all claims.
2. Complaints do not suspend payment obligations.
3. In the event of a justified complaint, VD&P has the choice of adjusting the invoice amount, correcting or repeating the relevant work free of charge or not (no longer) performing the instruction wholly or in part.

Article 10. Liability

1. VD&P is liable for the failures in the performance of the instruction insofar as they are the result of not observing the care, expertise, skill or the professionalism which may be expected in the context of the relevant instruction.
2. Liability for the loss caused by the failures is limited to the amount of the fee that VD&P has received in connection with that instruction.
3. In the event of instructions with a term of more than six months, there is a further restriction of liability as referred to here to a maximum of the invoice amount over the last six months.
4. Any claim by the client as referred to here must be submitted within one year from discovery of the loss, failing which the client has forfeit its right.

5. VD&P is exclusively liable for direct loss.
6. Direct loss includes the reasonable costs for determining the cause and the extent of the loss, insofar the determination relates to loss in the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of VD&P correspond with the agreement insofar such can be attributed to VD&P and reasonable costs incurred to prevent or limit the loss insofar as the client demonstrates that these costs have lead to a limitation of direct loss as referred to in these general terms and conditions. VD&P is never liable for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business interruption.

Article 11. Intellectual property

1. Models, techniques, instruments, including software and other creations of the mind, used in the performance of the instruction or included in the advice or investigation result are and remain the property of VD&P insofar as these do not already belong to a third party. Disclosure, further use or further distribution may therefore only take place after the permission of VD&P has been obtained, without prejudice to the provisions in article 2.2.
2. The client is entitled to copy the documents for use in its own organisation insofar as such is fitting within the objective of the instruction. In the event of the interim termination of the instruction, the preceding applies mutatis mutandis.

Article 12. Disputes

The agreements with VD&P are governed by Dutch law. Disputes are brought before a competent Dutch court in the district in which VD&P is based.

Article 13. Filing

These general terms and conditions of VD&P are filed with the Chamber of Commerce under number 12053081.